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Hayward Unified School District

**ADDENDUM TO THE JUNE 1, 1997 –
JUNE 30, 2000 AGREEMENT
BETWEEN HAYWARD UNIFIED
SCHOOL DISTRICT**

AND

**HAYWARD EDUCATION
ASSOCIATION, CTA/NEA**

HAYWARD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Myrna Trushill, President
Frank Wells, Vice-President
Larry Booth, Clerk
Betty DeForest, Member
Ruth Self, Ph.D.

ADMINISTRATIVE STAFF

Cynthia LeBlanc, Acting Superintendent
Frank L. Remkiewicz, Assistant Superintendent, Business
Dr. Sarah Gonzales, Assistant Superintendent, Education Services
Michael R. Martinez, Assistant Superintendent, Employee Services/Work Environment

Hayward Unified School District is an equal opportunity district. All courses are available to students regardless of race, sex, marital status, medical condition, sexual orientation, national origin, color, ancestry, religious creed and/or physical handicap. Any concerns should be reported to:

Michael R. Martinez, Assistant Superintendent
Personnel Services

Hayward Unified School District

24411 Amador Street, Hayward, California 94540-5000



HAYWARD UNIFIED SCHOOL DISTRICT
FINAL ELEMENTS OF THE PACKAGE
March 17, 2000

ADDENDUM TO THE AGREEMENT BETWEEN HAYWARD UNIFIED SCHOOL
DISTRICT & HAYWARD EDUCATION ASSOCIATION, CTA/NEA

This is an addendum to the 7/1/97 – 6/30/2000 Collective Bargaining Agreement (“Agreement”) between Hayward Unified School District (“District”) and the Hayward Education Association, CTA/NEA (“HEA”). Except as modified below, the language of the Agreement shall be continued in effect without change.

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Article VII DURATION

The Agreement shall expire on June 30, 2001, and thereafter, shall continue in effect year-by-year unless one of the parties notifies the other, in writing, no later than March 1st of its request to modify, amend or terminate the Agreement.

Article IX GRIEVANCE

IX.D.1.c

The Association by written notice to the Superintendent or designee, within fifteen (15) days, after receipt of the request from the aggrieved, may submit the grievance to arbitration. Representatives of the District and Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from that person to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall file a demand to arbitrate with the American Arbitration Association. The selection of the arbitrator shall be in accordance with the American Arbitration Association's procedures. The Association and the District shall each pay one-half (1/2) of any charges required by the American Arbitration Association for services rendered. The cost of the impartial person and hearing expenses shall be shared equally by the District and the grievant or the Association.

Article XI HOURS

Parent teacher conferences A.1.e

- e. Unit members will make every reasonable attempt to hold a face-to-face conference with each student's parent/s, guardian or designated person with educational rights during elementary conference days. If a teacher's attempts to schedule such a conference fail, the teacher will make a reasonable effort to hold a telephone conference instead, and will note the telephone conference date or the attempts on the conference schedule.

Additional required time A.2.b/c

- b. Possible changes in the established maximum hours of additional duty time at a given elementary or middle school site shall be addressed through SBDM or if there is not one, a like committee.

Article XIII CLASS SIZE

A.2

2. Exceeding Maximum Class Size Limits

- a. Classes may exceed this maximum by two students for valid needs with respect to appropriate groupings and balancing of teaching loads. A further exception of one may be made with the approval of the receiving teacher and the local curriculum council. 30.4 is the formula basis for allocation of teachers at the elementary level.
- b. For classes which exceed 32 students, in grades 4, 5, 6, teachers will be eligible for a bonus. For each student over 32 in the class, the teacher will receive \$100 during each attendance month that the class size exceeds 32. In order to be eligible for the bonus, the student(s) must be enrolled in the class on the official attendance count day. Payment of the bonus will be made following the end of each semester. Nothing in this paragraph is deemed to allow the district to exceed the class size maximum as described in paragraph a. above. [This provision is effective upon ratification of the Agreement (anticipated 3/2000).]
- c. Class sizes for probationary and temporary teachers will be kept at or below 32, unless there is no alternative placement available. [This provision is effective upon ratification of the Agreement (anticipated 3/2000).]

D.

The following class size maximums shall apply in the following special education classes:

Type of Class	Grade Level	Maximum
Special Day Class (Non-Severely Handicapped)	Preschool	10 per grouping
	Elementary	15
	Middle School	15
	High School	24
Special Day Class (Severely Handicapped and Severely Learning Handicapped)	Preschool	9 per grouping
	Elementary	12
	Secondary SH	15
	Secondary SLH	18

Type of Class	Grade Level	Maximum
Hearing Impaired	Preschool	9 per grouping
	Elementary	12
	Middle School	15
	High School	15
Autistic	Preschool	8
	Elementary	9
Severely Emotionally Disturbed	Elementary	8 with 1 paraprofessional 13 with 2 paraprofessionals (depending upon contracting agency)
	Secondary	8 with 1 paraprofessional 13 with 2 paraprofessionals (depending upon contracting agency)
Speech	Preschool	40
	Non-Preschool	55-60
Adaptive PE		28 with a paraprofessional added at 10 students and another added at 17

Article XV TRANSFER

A. Definition of Terms

1. **Vacancy:** A vacancy is an unfilled full-time or part-time certificated position, which cannot be filled by a temporary or substitute employee and does not have a unit member assigned to it.
2. **Assignment:** Assignment is the placement of certificated personnel new to the District.
3. **Reassignment:** Reassignment is the placement within the same building of a certificated employee in a different position with a position description different from that presently held.
4. **Transfer:** Transfer is any relocation (school to school) of certificated personnel, which may result in the employee working in a position with a different position description.
5. **Posting Period:** Posting period is defined as commencing when the first day notice is available to bargaining unit members.
6. **Program Need:** A program need is an identified certificated position within the bargaining unit necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.
7. **Affirmative Action Program:** Affirmative Action Program is an employment program, in conformity with state and federal statutes, regulations and guidelines, with planned activities designed to seek, hire, and promote persons who are under-represented in the work force compared to their number in the population, including handicapped persons, women and persons of diverse racial and ethnic backgrounds.
8. **Job Sharing:** Job sharing is the placement of two unit members who voluntarily agree to work part-time performing work that ordinarily would be performed by one full-time unit member.
9. **Split Assignment:** Split assignment refers to assignments at more than one site filled by one unit member.
10. **Seniority:**
 - a. Unit members with the same hire date and the same length of District service shall have their seniority number determined by lot.
 - b. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine

a unit member's seniority, that seniority shall remain in effect while employed in the District.

B. Assignment

1. The Superintendent or designee shall assign all newly appointed and continuing personnel to their specific positions within that area, subject, and/or grade level for which the Board has appointed them and within the scope of their certificate or credential and/or their major or minor fields of study.
 - a. On or before April 15 of each year, the district will provide an assignment form to each unit member. (The form will be mutually developed by HEA and the district within a month of ratification.) Minimally this form shall include a place where unit members will indicate the grade, subject, and building and assignment preference for the following year. The unit member will return the form within ten days of receiving it.
 - b. Each unit member shall be given written notice of the next year's tentative assignment not later than June 1. To the extent known, such notice shall specify the grade, subject area and classroom to which the unit member will be assigned. To the extent known, the unit member will check a box indicating whether or not he/she intends to: accept the assignment; return to the district the following year and be placed on the voluntary transfer list; or not return to HUSD. Such response will be made within five working days.
 - c. At the beginning of each term, unit members will receive notification of the special needs of students assigned to them.
 - d. In circumstances where the principal is aware prior to the end of the school year that unit member(s) will be involuntarily transferred, the Principal shall so notify such unit member(s) in writing as promptly as possible. Whenever such notification is made prior to May 1, the involuntary transferee(s) shall receive an advance copy of the transfer list referenced in paragraph C.1. and shall be given the first opportunity to fill the position for which they are credentialed.

2. In making the determination of the assignments, the Superintendent or designee shall give priority to unit members on split assignments to the extent provided in sections C.6. and C.7. below in this article.
3. Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study. Any exceptions shall occur only by mutual agreement among the bargaining unit members affected, and the District.
4. A Unit member who is reinstated following a leave of absence shall return to a comparable position as that held by the employee at the time of the granting of the leave of absence or the same position, if available.
5. For each school year, the District shall first seek qualified volunteers prior to assigning a unit member to a class outside the workday. When volunteers are not available, the District shall rotate such assignments on a yearly basis among qualified unit members within each department responsible for teaching a class outside the workday. Qualified includes credential, teaching experience and other job related criteria.
6. Before assigning a unit member to an elementary combination class, the District shall first seek a qualified unit member volunteer at the site the combination class is to be assigned. If no qualified Unit member volunteers, the District will attempt to rotate combination classes provided that there are qualified candidates at the site and the rotation of the combination class assignment is in the best interest of the District.

C. Posting and Filling Vacancies

1. Lists of all known vacancies, which occur, shall be posted in all school buildings when schools are in session and in the Personnel Office when schools are not in session. Copies shall also be delivered to the exclusive representative. Lists shall be updated as necessary until all vacancies are filled.
2. Each vacancy listed shall include the following information: (1) site location of the vacancy; (2) grade level or subject matter assignment; and (3) the closing date for applications if appropriate; (4) a date and a vacancy list number indicating the sequence; (5) A closing date which is at least five (5) days the district office is open following the posting. No assignment to fill the vacancy shall be made until after the closing date.
3. A list of vacancies between June 1 to three (3) weeks prior to the opening of school shall be sent via first class mail to those Unit members who have

submitted a request for transfer form and a stamped self-addressed envelope to the Personnel Office.

4. All current unit members, including hourly, shall be given first consideration for vacancies before applicants from outside the bargaining unit. Within this Article, "first consideration", means a unit member will be given an interview before considering outside applicants. Hiring of candidates from outside the District for vacancies shall not take place until after the closing date posting periods set forth in "2" above and only if the position is not filled by a unit member who has made an application for a voluntary transfer.
5. Employees applying for the same vacancy will be measured according to the following criteria: (1) credential, educational preparation, work experience; (2) District seniority; (3) site seniority, (4) evaluation of past performance. If after application of the criteria, two or more candidates are equally qualified, selection of this candidate shall be made in the interest of program needs, so long as the selection does not conflict with the adopted goals of the affirmative action program.
6. Employees with Split Assignments: Notwithstanding any other provisions of this agreement, employees with split assignments shall, upon application for a vacancy, be given priority over all other unit members and outside applicants for a position within his/her program in direct order of district seniority, provided that:
 - a. He/She is certified to fill the vacancy; and,
 - b. There is no unit member more senior on the involuntary transfer list who might otherwise fill the vacancy; and,
 - c. The District determines the more senior applicant(s) to be at least as qualified as more junior applicant(s) based on work experience and formal evaluations.
 - d. In the event of equally qualified top applicants with split assignments, selection shall be made on the basis of seniority.
7. A prep teacher seeking to move into a vacancy in the regular general education program who is certified and qualified for the position and is at least as qualified as the other applicants based on the criteria in section C6. shall receive preference for that position. In the event that two or more equally qualified prep teachers are the most qualified for the position, seniority shall apply.
8. Whenever possible, within ten days after the closing date for applications, all posted vacancies are to be filled and all applicants for the position will be so advised. Should there be vacancies that are not filled as set forth

above, only then would those be open to new teachers.

9. Unit members assigned to District-wide programs such as but not limited to music, library, special education, elementary prep and counseling, shall have the right to request specific assignments within their program. In response to such requests, the District shall use the same criteria as set forth in C.6. above.

D. Voluntary Transfer

1. An employee desiring a transfer shall notify Personnel Services by submitting a District form which will specify the change in grade level and/or subject assignment and/or location desired. The form shall consist of two copies; one copy shall be kept at the District personnel office and the employee shall retain the other copy. The forms will be available at all sites where there are certificated employees, at the District personnel office, and at the office of the Association. Upon request of a unit member, the request for transfer will be kept confidential by Personnel Services until the employee's application for a specific position is under consideration.
2. Receipt of the application will be confirmed by the District personnel office within five (5) days.
3. All requests for transfer to fill a vacancy, including those filed to fill a posted vacancy, will be considered, and selection made through the established selection procedures set forth in Section C. herein.
4. If, in the opinion of the District, a transfer of a unit member during the regular school year or during the year round school year would disrupt the continuity or quality of the educational process for the class or classes involved, that opening may be filled with a temporary or limited term new-hire to complete the term or year on an interim basis. A unit member who requests the transfer and is accepted for the position, or a similar position, shall be transferred to the said position at the beginning of the next semester or school year.
5. Teachers who transfer into positions in order to participate in non-traditional delivery of educational programs shall have the right, if a position is available, to return to their former school the next year, or be placed on the involuntary transfer list, if they so wish.
6. A bargaining unit member will not be eligible for transfer for the final year prior to receiving tenure except in unusual situations or for changes of enrollment.

E. Involuntary Transfer

1. Definition: An involuntary transferee is a certificated Bargaining Unit employee whose previous assignment is not available due to school consolidation, program elimination-reduction-revision, or loss of enrollment, or an employee who is returning from leave whose previous assignment is no longer available.
2. In the event of program reduction or revision involving a year round school or an alternative basic education school not resulting in reduction of staff, the principal shall ask if any employee(s) desire to transfer. Such request(s) shall be honored as an involuntary transfer, so long as the request is made prior to the close of the preceding school year
3. In the event that loss of enrollment and/or program elimination-reduction-revision results in necessary staff reductions, the District shall seek volunteers prior to making any involuntary transfer. If more than one employee desires to transfer, the most senior employee receives first preference. If no employee desires a transfer, the unit member with the least seniority within the program shall be transferred or reassigned. Seniority shall be considered in the following priority order:
 - a. District service in the Hayward Unified School District (excluding Article XII Leaves R. General Unpaid Leaves of two years or more.)
 - b. District-service at the school site (excluding Article XII Leaves R. General Unpaid Leaves of two years or more.)
 - c. Seniority number. (Refer to Section A)
4. Bargaining unit members who are being moved from their existing assignments will receive, in writing, the reason(s) for the transfer, and, upon request will have a personal conference with the appropriate administrator.
5. Employees in a pool of involuntary transferees shall have priority over unit members who have requested voluntary transfer or reassignment pursuant to Section D. herein, and shall receive assignments as follows:
 - a. In order of seniority, each unit member shall be contacted by the Assistant Superintendent/designee for Personnel Services or shall meet with the Assistant Superintendent/designee for Personnel Services at a time mutually agreed upon by both parties and at that meeting, the involuntary transferee shall designate those specific

positions desired from the list of available vacancies, and confirm a mutually acceptable transfer with the Assistant Superintendent/designee of Personnel Services.

- b. If a transfer is not mutually agreed upon, the employee will be asked to wait until all other involuntary transferees have had an opportunity to mutually agree upon a placement.
- c. At the conclusion of the process in 5.b. above, employee(s) remaining without a position may be administratively placed. This shall occur no earlier than 20 work days before the start of the school year. Upon the request of the unit member, the District shall justify, in writing, why seniority was not used.

F. Involuntary Reassignment

- 1. Involuntary reassignment for reasons other than administrative reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article XIII Class Size and Article XXVIII Restructured Comprehensive High Schools; elimination of program(s) and/or funding.
- 2. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. If more than one employee volunteers, the most senior employee receives first preference. If no employee volunteers, employees to be reassigned will be measured by the principal according to the following criteria: seniority, credentials, educational preparation and training, and work experience of all qualified teachers at the site, in order to assess which of the qualified teachers would be successful in the new setting. In the event that the principal reasonably determines that more than one of the qualified teachers would be successful, the unit member with the least seniority shall be reassigned. Seniority shall be considered in the following priority order:
 - a. District service in the Hayward Unified School District (excluding Article XII Leaves R. General Unpaid Leaves of two years or more.)
 - b. District-service at the school site (excluding Article XII Leaves R. General Unpaid Leaves of two years or more.)
 - c. Seniority number. (Refer to Section A)

G. Administrative-Initiated Transfers or Reassignments

Administrative transfers or reassignments may be made for cause only, except, when necessary for proper placement of involuntary transferees, and can be effectuated only when there exists a position for which the employee is qualified. Written notice of such action, together with reasons, shall be given to the employee fourteen (14) days in advance or as soon as practical.

H. Job Sharing

1. Unit members wishing to engage in job sharing will fill out a request form stating the grade level and/or subject area to be shared. The application shall be placed in a District Job Share Clearinghouse File and shall be open to examination by any unit member who has filed a job share form. If, upon such examination, a unit member finds a potential job share, he/she shall be responsible for the initial contact with the other applicant.
2. Applications from two unit members who wish to share an assignment for the following year should be submitted to the District by April 1, of the school year preceding the assignment.
3. Participation in this program shall be on a voluntary basis only and by mutual agreement between the District, the principal(s), and the unit members.
4. Current part-time unit members shall have priority over new hires for participation in job sharing as the partner of a full-time unit member who opts for this provision.
5. Unit members who participated in job sharing shall have the right to return to full-time status in the following year if employed full-time. Such unit members who notify the District in writing before March 1 that they are asserting their right to return to full-time status in the following year shall be returned to full-time status. The District shall make reasonable efforts to accommodate requests received after March 1. Notwithstanding the unit member's possible failure to notify the district of his/her intent to return prior to March 1, however, the unit member's right to continued employment in the district consistent with his/her full-time status shall be preserved. If the District is unable reasonably to accommodate, the employee shall continue with the same percent of FTE held in the prior year, and will be guaranteed return to his/her full-time status in the second year following the year in which the late request was made.
6. Job sharing may include but need not be limited to: division of days, segmenting days of the school week, and/or semesters of the school year in order that the assignment might be shared.

I. General Provisions/District Assistance

1. The District shall give assistance to unit members who are required to move because of transfer or reassignment. Upon request of an affected unit member, the District shall assist in the move, transportation and reassembling of instructional equipment and materials related to the unit member's work assignment. Unit members in special circumstances may request additional time or assistance. The District shall honor all reasonable requests for additional time or assistance.
2. In addition, if a unit member is required to move when school is in session, the District shall offer two working days without classroom duties for moving and preparation days, if requested. Unit members who choose to have their move take place outside the work day shall be paid at the contract hourly rate for actual time spent on moving, up to a maximum of eighteen (18) hours. Unit members in special circumstances may request the Assistant Superintendent of Personnel Services to provide additional time, which shall not be unreasonably denied.

Article XXIII COMPENSATION

COMPENSATION (Article XXIII)

B. Salary Schedule Structure

1. Salary Schedules

- a. The salary increase for all salary schedules for 1998-99 shall be 2.25% over the 1997-98 schedules. The salary schedules reflecting this 2.25 % increase appear in the appendices and are incorporated into this Agreement.

- (1) Regular school year salary schedules shall be Appendices B-1 and B-2.
- (2) Counselors/Social Workers salary schedules shall be Appendices C-1 and C-2.
- (3) The 225 day Child Development salary schedule and the 183 day Child Development salary schedule shall be Appendices D-1 and D-2.
- (4) Adult Education Hourly pay schedules shall be Appendices E-1 and E-2.

- b. The salary increase for all salary schedules for 1999-2000 shall be 4.75 % over the 1998 schedules.
- c. Wages for 2000-2001 shall be set on the basis of a formula which includes COLA and growth, as follows:

Base Revenue Limit per ADA shall include equalization aid and any other permanent ongoing increases to the Base Revenue Limit, if any.

1. Base Revenue Limit x Deficit Factor

2. Growth

- a. The increase reflected in B.1c.1 above for 2000/2001 shall be enhanced on the basis of the following calculation; such increases shall be retroactively to July 1, 2000 once the 2000/2001 P-2 data is received.

1. Determine prior year K-12 P-2 ADA
2. Determine current year K-12 P-2 ADA
3. Calculate Difference: 2 minus 1

4. Subtract 100 from the Difference (step 3)
5. Multiply the result in step [4] times 35 percent
6. Multiply the product in step [5] times the current year (2000/2001) deficated base revenue limit per ADA.
7. Divide the product in step 6 by the value of 1 percent salary cost and round to nearest $1/100^{\text{th}}$ of one percent. The value of 1% shall be calculated at the time of P-2 by multiplying the total salary cost of all bargaining unit members x 1 %.

**LETTER OF AGREEMENT
REGARDING
READING STUDY
2/17/00**

A special District/HEA Committee on Reading shall study methods and practices of delivering reading instruction to students, including the pros and cons of staggering and unstaggering reading in each grade. The Committee shall include three District representatives, three HEA representatives and one administrator and one teacher appointed by both parties who have subject matter expertise. The committee shall establish a liaison with the Elementary Curriculum Council (ECC) and shall keep ECC informed of its progress.

The committee shall complete a report within 90 days of ratification, including (1) recommendation, on all pertinent issues relative to delivery of reading instruction, and (2) if necessary, recommendations, for further study. Once final, the report shall be submitted to the District Superintendent, the HEA President, and the ECC. The Superintendent and HEA President shall meet and confer over the report. Thereafter, the report shall be submitted to ECC for approval.

Signed

Signed

Date

Date

**LETTER OF AGREEMENT
REGARDING
SITE PROCESS FOR UNSTAGGERING READING**

1. If one or more teachers within a grade level desire(s) to unstage, they shall consult with all other teachers within the grade level. Thereafter, the teacher(s) desiring to unstage shall submit a written proposal, which shall state the reasons for the request and whether the other teachers within the grade level support the request.
2. Certificated staff (unit members and management) shall review the proposal and may approve by 2/3 affirmative vote of those voting. If the site approves and the Principal does not, the Principal shall set forth his/her reasons for disapproving.
3. If the site approves the proposal, it shall be reviewed by the Superintendent/designee and the HEA President/designee. HEA and the District will meet and confer in an effort to reach consensus. If the HEA and District representative do not decide within ten days, the decision of the site stands.
4. If HEA/HUSD consensus efforts fail, the HEA and District representatives shall return to the site for discussion within ten days. After discussion, the site shall vote, with a 2/3 affirmative vote necessary for implementation of the site's decision.
5. Each site decision is unique and shall not be deemed precedential in respect to any other site.
6. The process set forth in this agreement supersedes any prior process that has been utilized to process requests to unstage. To the extent that there is any conflict between this agreement and existing contract language, this side letter agreement shall prevail.

Signed

Signed

Date

Date

STAFF DEVELOPMENT DAYS
October 25, 1999
LETTER OF AGREEMENT

The parties have agreed to the following language relating to calendar and staff development days. Upon ratification, which shall occur as promptly as possible, this language shall be implemented. Once the overall contract is finalized, this language shall be merged into the final document:

XI.A.4 Workyear and Workdays

- a. The work year for unit members on the teachers' salary schedule shall be 183 days during the life of the contract. The number of duty days during the length of the contract shall be the number of days as per paragraph c. below.
- b. All schools (K-12) shall have the same beginning day of instruction. All elementary (K-6) schools shall have the same ending day of instruction. All secondary (7-12) schools shall have the same ending day of instruction.
- c. The number of duty days in the school year for the following positions shall be:

Teachers and other unit members not listed below	183 days
Year round school employees	183 days
Counselors/Social Workers	188 days
Program Resource Teachers	188 days
Teacher Trainers	188 days
Children's Center and Latchkey Employees	

225 days, except those employees desiring to work a shorter work-year, may request, and be granted such a leave, provided the request is made by May 15 of the preceding school year. Latchkey employees who work 183 days will be considered full time.

- d. Teacher Workdays

Elementary (K-6)

Workdays will be placed on the first day of the work year, the last day of the work year and one additional day to be used for parent conferencing on September 17, 1999 for year-round schools and December 3, 1999 for traditional calendar schools. It is understood that two days prior to the parent conference days will be shortened or minimum days and teachers will be required to work twenty-one (21) hours during those three days.

Secondary (7-12)

Workdays will be placed on the first day of the work year, the last day of the work year and one additional day on January 31, 2000.

XI.A.5. Staff Development Days

For the 1999/2000 school year only, three staff development days shall be offered pursuant to SB 1193 to eligible unit members. The per diem rate of pay shall apply. Pay for such staff development days shall be considered part of annual compensation.

Full-day attendance and participation shall be required on each day with the following minimums:

Elementary (K-6) - 7 hours
Secondary (7-12) - 7-1/4 hours
Counselors - 8 hours

Personal necessity leave cannot be used to cover absences. Any other hardship will be appealed to the superintendent and HEA president.

The dates of staff development days shall be determined by site-based decision making or its equivalent at each school site, within the parameters of XI.A.4.a. Each school site will determine when during the school year to have the three staff development days. The content of staff development days shall be determined by site-based decision making or its equivalent, and shall be consistent with SB 1193 Guidelines. Content of and reporting requirements regarding the staff development days shall be consistent with SB 1193 guidelines.

The three additional staff development days provided herein are being offered based on state funding pursuant to SB 1193. If the State provides funding for such staff development days in succeeding years of this Contract at the same or a higher rate of reimbursement, such staff development days shall be offered in accordance with the terms of this section XI.A.5. If funding is not continued, this provision shall be inapplicable. If a lower level of funding is conferred, the parties shall reopen this section of this Agreement.

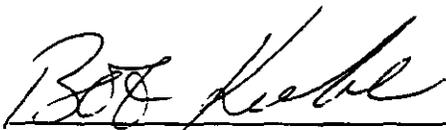
6. Children's Center days of non-responsibility shall be established by mutual agreement between unit members and the District. If mutual agreement is not reached, the District may assign such days, based upon specified concerns that relate to the program and its efficient operation. Upon written request the District will give written reasons for its decision on the assigning of non-responsibility days. No later than September 1, the schedule of non-responsibility days as established for the staff at the Children's Center site, shall be posted at a place where unit members frequent. Such schedule shall be updated, as necessary, to reflect any changes.

7. Year-round school employees shall have reasonable access to the use of the Instructional Resource Communication Center during the year-round schedule.

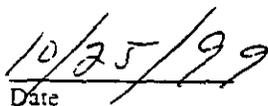
8. Subject to administrative approval, all unit members shall be afforded opportunities to volunteer to participate in District-approved committees, off-site conferences and workshops.

9. This agreement only covers the 1999-2000 school year and expires on 6/30/2000. It shall not be continued into the following year unless specifically agreed by the parties in writing. The provisions of this agreement, including those calling for pay for staff development days to be made part of annual compensation, shall not be precedential for purposes of reopener negotiations.

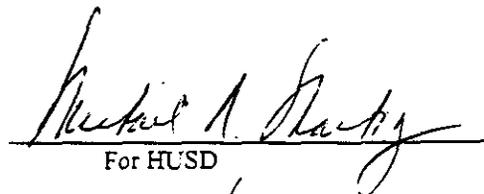
10. The parties shall convene meetings by May 15, 2000, to discuss conditions for continuance of the program. They shall assess whether the program was cost-neutral to the District and, if not, what means are available to assure that in succeeding year(s) of the Agreement it shall be cost-neutral. They shall conclude meetings by June 30, 2000.



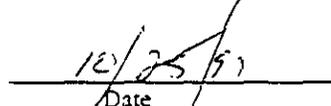
For HEA



Date



For HUSD



Date

**LETTER OF AGREEMENT
CLASS SIZE REDUCTION
9TH GRADE ENGLISH AND MATH**

In connection with implementation of 9th grade class size reductions ("CSR"), the undersigned agree as follows:

1. Class Size

Ninth grade CSR shall be consistent with state guidelines and the District's application and certification pursuant to Education Code § 52084, and shall be dependent on state and federal CSR funding and the determination of the District and State to continue the CSR program on an annual basis.

2. Department Chair Released Time

For Fall 1999 only, the District shall provide one additional preparation period to the English and Mathematics Chairpersons at the three comprehensive high schools. Department chairs are requested to keep track of the time and activities they dedicate to 9th grade CSR classes during that semester. During the Spring 2000 semester, the parties shall meet to assess the additional time deriving from 9th grade CSR classes that such chairpersons spent on their department chair activities. By May 15, the parties shall reach agreement on resolution of this issue for Fall 2000.

3. Inservice/Collaboration Time

The parties have a shared interest in appropriate training for CSR teachers relative to CSR strategies. Present options for training under existing policy and procedure include:

- Utilization of minimum days and staff development days for CSR training as determined by SBDM or like committee; and
- School sites may choose to use SB 1882 funds for this purpose.

The District and HEA will discuss use of the Instructional Materials Fund (IMF) monies for this purposes if appropriate based on the final State Department of Education guidelines for this program. Alternatively, if the IMF moneys are not available and the State determines to provide funding for 9th grade CSR in-service training, the parties will promptly meet to develop a plan to utilize those funds for appropriate training.

4. Assignment

CSR sections will be offered to current teachers at the site before being offered to new teachers, except in the event that that a site administrator has had significant difficulties in recruiting qualified candidates for a Math or English teaching position and the teacher under consideration is not qualified to teach anything but the class in question.

5. Time for Teachers to Set Up Rooms

For CSR classes for the 1999/2000 only:

(a) If the room of a CSR teacher is not accessible for use until the first work day, the teacher shall be allowed the full work day free of other duties to set up his/her room: provided, however, that if the site administrator requires the teacher to participate in meeting(s) called by the administrator on that day, the teacher shall receive pay at the negotiated hourly rate for the time spent in such meeting(s). If the teacher needs more time, he she may request an additional day of released time or pay for such purpose, which request shall not be unreasonably denied by the site administrator.

(b) If the room of a CSR teacher is not available as of the first work day or if a new CSR class is created after the start of school requiring a teacher to move, the District shall provide released time or pay not to exceed the equivalent of two days pay at hourly rate for purposes of relocating CSR teachers to a different room.

(c) The District will provide assistance at each site for moving materials, furniture, equipment and supplies.

(d) Teachers who are displaced from their rooms on account of CSR shall also be subject to the above subsections (a) – (c).

6. Facilities

For 9th grade CSR teachers who do not have their own classrooms during their office hours, the District will provide access to a telephone with outside line. The teacher will also be provided a computer if available.

After the District-wide study regarding photocopying needs is completed, the parties will meet to discuss the results.

7. Materials

The District shall allocate \$500 per CSR section to CSR teachers for startup instructional supply needs (exclusive of furniture and textbooks).

8. Staffing Formula

The application of this Agreement will have no negative impact on non-CSR sections when the District applies Article XXVIII.E. and F.

9. Duration

This agreement will be effective for the 1999/2000 year and will continue through 2000/2001 unless the parties mutually agree otherwise. subject to paragraph 1, "Class Size."

Dated:

5/15/99



for the Hayward Unified School District

Dated:

5/15/99



for the Hayward Education Association

SIGNATURES

In witness whereof, the HAYWARD EDUCATION ASSOCIATION has caused this agreement to be signed by its president and the HAYWARD UNIFIED SCHOOL DISTRICT has caused this agreement to be signed by its president.

Ratified by the Parties on 2/28/00


ROBERT KEEBLE
PRESIDENT
HAYWARD EDUCATION ASSOCIATION


MYRNA TRUEHILL
PRESIDENT
BOARD OF EDUCATION

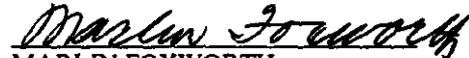

MARLIN FOXWORTH
SUPERINTENDENT
HAYWARD UNIFIED SCHOOL DISTRICT

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**Letter of Agreement Between HEA and HUSD Regarding
HUSD Finance Monitoring Committee
April 29, 2003**

1. Beginning the month after ratification there shall be a budget finance monitoring committee.
2. The committee will be composed of two members of the School Board, the Superintendent and one district business official, and three representatives chosen by HEA with additional members representing other constituent groups.
3. The committee will meet monthly to review the district finances presented in function format.

K. Mercedes Paraj

4-29-03

Gregory J. Panni

4/29/03