



Management Team Agreement Between

The Hayward Chapter

of the

Association of California School Administrators

and the

Board Of Education

Hayward Unified School District

24411 Amador Street

Hayward, CA 94544

07/19/2017



Management Team Agreement Between
The Hayward Chapter
of the
Association of California School Administrators
and the
Board Of Education

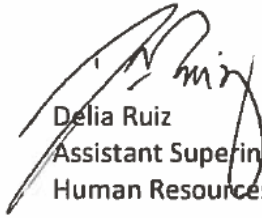
Hayward Unified School District
24411 Amador Street
Hayward, CA 94544

07/19/2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement between the Hayward Unified School District and the Hayward Management Team.

Approved by the Board of Education on the 19th day of July, 2017.

For the District:



Delia Ruiz
Assistant Superintendent
Human Resources

For the Management Team:



Lisa Tess
President
Association of California School Administrators
Hayward Chapter

Date: 07/14/17

Date: 8/24/17

Table Of Contents

Section 1000:	Responsibilities and Assignment	1-6
Section 2000:	Salary and Work Year	7-9
Section 3000:	Benefits	10-14
Section 4000:	Leaves and Absences	15-22
Section 5000:	Evaluation and Administrator Responsibility	23-24
Section 6000:	Confidential and Supervisor Section	25-31

Appendices:

A	Management Team Agreement Administrative Personnel Practices	32
B	Salary Schedule – Certificated Management	33
C	Range Placement – Classified Management	34
D	Salary Schedule – Classified Management	35
E	Range Placement – Supervisory Employees	36
F	Salary Schedule – Supervisory Employees	37
G	Range Placement – Confidential Employees	38
H	Salary Schedule – Confidential Employees	39
I	Catastrophic Leave Contribution Form	40
J	Catastrophic Leave Request Form	41

ADMINISTRATIVE PERSONNEL PRACTICES

SECTION 1000: RESPONSIBILITIES AND ASSIGNMENT

The Management Team Agreement has been developed by the Hayward Chapter of the Association of California School Administrators (ACSA), and the District to ensure a clear understanding and acceptance of the rights and responsibilities of the certificated and classified management, confidential, and supervisory personnel employed by the District. Certificated and classified management, confidential, and supervisory employees are part of a single Management Team. The Board intends to promote a professional climate of mutual trust, respect, and cooperation for the Management Team. The goal of these practices is to provide consistent and equitable treatment for certificated and classified management, confidential, and supervisory employees in meeting the needs of the District. As practices and policies change, inserts will be updated and distributed.

The Superintendent of schools or designee shall confer with a representative group of the non-contracted members of the Hayward Chapter of the ACSA representative group, which shall be designated by the Hayward Chapter of the ACSA Board of Directors. Modification to the agreement shall be mutually agreed upon by the Hayward Chapter of ACSA, the Superintendent or his/her designee, and the Board of Education. The District and the Hayward Chapter of ACSA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and confer process.

Some provisions contained in this document are specific for certificated employees. The provision addressing the classified employees is contained in the Personnel Commission Rules and Regulations.

1100 RESPONSIBILITIES

The Board recognizes certificated and classified management, confidential, and supervisory employees as members of the District Management Team. All three groups represented shall be referred to as Management Team members in this document. Any exceptions will be noted.

As such, all Management Team Members:

- 1110 Will carry out District policies and regulations, State laws, and Federal laws and regulations, and the directives of the Superintendent.
- 1120 Will provide effective supervisory leadership in the performance of duties contained in his/her job description.

- 1130 Will execute, within the limits of his/her power and authority, administrative control and management of the District's properties and facilities.
- 1140 Will participate as appropriate or as requested in recommending policies, practices, and procedures for the District.
- 1150 Will participate as appropriate or as requested in the budget development process.
- 1160 Will participate as appropriate or as requested in the selection of personnel.

1200 ASSIGNMENT

- 1210 Each year, the Superintendent and his/her administrative team shall determine the administrative positions required for the efficient functioning of the District for the ensuing school year.
- 1220 The team shall analyze each position and determine the administrative skills necessary to perform the functions required.
- 1230 The team shall review the administrative staff available and recommend placement in positions matching the skills of the certificated administrator to the requirements of the position.
- 1240 The criteria to be considered in making placements may include, but not be limited to, the following: (not in priority order)
- Knowledge of and adherence to the Professional Standards for Educational Leaders
 - Ability to speak a second language
 - Communication skills
 - Budget management skills
 - Instructional leadership skills
 - Length of service in administration in the District
 - Organizational skills
 - Personnel practices skills
 - Public relations skills
 - Specialized knowledge or experience
 - Staff development and staff support skills

1300 REASSIGNMENT

Education Code #44951

Unless a certificated employee holding a position requiring an administrative or supervisory credential is sent written notice deposited in the United States registered mail with postage prepaid and addressed to his or her last known address by March 15 that he or she may be released from his or her position for the following school year, or unless

the signature of the employee is obtained by March 15 on the written notice that he or she may be released from his or her position for the following year, he or she shall be continued in the position. The provisions of this section do not apply to a certificated employee who holds a written contract with an expiration date beyond the current school year, or to a certificated employee holding a position that is funded for less than a school year, or to a certificated employee assigned to an acting position whose continuing right to hold this position depends on being selected from an eligible list established for the position, or to the termination of employment pursuant to Section 44955.

1310 A Management Team member (certificated administrator) reassigned to a teaching position due to district-wide cutbacks, school closures, or budgetary problems will be administratively assigned to a vacant teaching or other non-management position. Placement on the salary schedule shall be pursuant to the HEA Contract, granting 10 years of outside teaching experience and any experience in Hayward Unified School District.

1320 A Management Team member reassigned to a lesser paying position may be paid for 1 year at the previous higher paying position.

1330 A Management Team member who has been assigned to a lower paying assignment may work more days to increase his/her salary at a per diem pay of the lower paying position.

- (1) When management positions are being eliminated and a management position becomes vacant, the Superintendent will attempt to fill the vacancy with those administrators whose positions were eliminated before considering candidates from outside the district.

1400 TRANSFERS, REAPPOINTMENTS, AND LAYOFFS

1410 All employees are encouraged to apply for promotional announced administrative vacancies if qualified for the positions. It is the intent of the District to post all administrative openings as soon as possible. Information regarding the selection process will be made available by the Human Resources office.

1420 Voluntary Transfers
Any Management Team member shall have the right to request a voluntary non-promotional transfer. The Superintendent shall be responsible for making the final decision regarding voluntary non-promotional transfers of a management employee. The Management Team member will be notified of any changes in placement for the following school year.

When a Management Team member voluntarily asks for re-assignment to a teaching position, that member will be treated as an involuntary teacher transfer.

In no case will a transfer be publicized until all affected Management Team members, transferees themselves, and their supervisors have been informed.

1430 Involuntary Transfers

Transfers of Management Team members will be made only after discussion between potential transferee and the Superintendent or his/her designee. The personal contact must occur at least two (2) days prior to the transfer being publicly announced.

Education Code 44956 (4).

The reappointment/layoff of a permanent employee will follow the provisions of California Education Code 44956 (4). As to any such employee who is reappointed, the period of his absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of his service, he shall retain the classification and order of employment he had when his services were terminated, and credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of his absence shall not count as a part of the service required for retirement.

1500 RELEASE

Education Code #44949.

(a) No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee, or in the case of a district which has no superintendent by the clerk or secretary of the governing board, that it has been recommended that the notice be given to the employee, and stating the reasons therefor.

Until the employee has requested a hearing as provided in subdivision (b) or has waived his or her right to a hearing, the notice and the reasons therefor shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duties. However, the violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of any hearing conducted pursuant to this section.

(b) The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice pursuant to subdivision (a), on or before a date specified in that subdivision, which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, his or her failure to do so shall constitute his or her waiver of his or her right to a hearing. The notice provided for in subdivision (a) shall advise the employee of the provisions of this subdivision.

(c) In the event a hearing is requested by the employee, the proceeding shall be conducted and a decision made in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code and the governing board shall have all the power granted to an agency therein, except that all of the following shall apply:

(1) The respondent shall file his or her notice of defense, if any, within five days after service upon him or her of the accusation and he or she shall be notified of this five-day period for filing in the accusation.

(2) The discovery authorized by Section 11507.6 of the Government Code shall be available only if request is made therefor within 15 days after service of the accusation, and the notice required by Section 11505 of the Government Code shall so indicate.

(3) The hearing shall be conducted by an administrative law judge who shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils thereof. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board shall make the final determination as to the sufficiency of the cause and disposition. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board. Nonsubstantive procedural errors committed by the school district or governing board of the school district shall not constitute cause for dismissing the charges unless the errors are prejudicial errors. Copies of the proposed decision shall be submitted to the governing board and to the employee on or before May 7 of the year in which the proceeding is commenced. All expenses of the hearing, including the cost of the administrative law judge, shall be paid by the governing board from the district funds.

The board may adopt from time to time such rules and procedures not inconsistent with provisions of this section as may be necessary to effectuate this section.

(d) Any notice or request shall be deemed sufficient when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid and addressed to the last known address of the employee.

(e) If after request for hearing pursuant to subdivision (b) any continuance is granted pursuant to Section 11524 of the Government Code, the dates prescribed in subdivision (c) which occur on or after the date of granting the continuance and the date prescribed in subdivision (c) of Section 44955 which occurs after the date of granting the continuance shall be extended for a period of time equal to the continuance.

Education Code #44955

(a) No permanent employee shall be deprived of his or her position for causes other than those specified in Sections 44907 and 44923, and Sections 44932 to 44947, inclusive, and no probationary employee shall be deprived of his or her position for cause other than as specified in Sections 44948 to 44949, inclusive.

(b) Whenever in any school year the average daily attendance in all of the schools of a district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, whenever the governing board determines that attendance in a district will decline in the following year as a result of the termination of an interdistrict tuition agreement as defined in Section 46304, whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, or whenever the amendment of state law requires the modification of curriculum, and when in the opinion of the governing board of the

district it shall have become necessary by reason of any of these conditions to decrease the number of permanent employees in the district, the governing board may terminate the services of not more than a corresponding percentage of the certificated employees of the district, permanent as well as probationary, at the close of the school year. Except as otherwise provided by statute, the services of no permanent employee may be terminated under the provisions of this section while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render.

In computing a decline in average daily attendance for purposes of this section for a newly formed or reorganized school district, each school of the district shall be deemed to have been a school of the newly formed or reorganized district for both of the two previous school years.

As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof. Upon the request of any employee whose order of termination is so determined, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group. This requirement that the governing board provide, on request, a written statement of reasons for determining the order of termination shall not be interpreted to give affected employees any legal right or interest that would not exist without such a requirement.

(c) Notice of such termination of services shall be given before the 15th of May in the manner prescribed in Section 44949, and services of such employees shall be terminated in the inverse of the order in which they were employed, as determined by the board in accordance with the provisions of Sections 44844 and 44845. In the event that a permanent or probationary employee is not given the notices and a right to a hearing as provided for in Section 44949, he or she shall be deemed reemployed for the ensuing school year.

The governing board shall make assignments and reassignments in such a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render. However, prior to assigning or reassigning any certificated employee to teach a subject which he or she has not previously taught, and for which he or she does not have a teaching credential or which is not within the employee's major area of postsecondary study or the equivalent thereof, the governing board shall require the employee to pass a subject matter competency test in the appropriate subject.

(d) Notwithstanding subdivision (b), a school district may deviate from terminating a certificated employee in order of seniority for either of the following reasons:

(1) The district demonstrates a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated employee has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.

(2) For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

1510 The releasing of a Management Team member will be accomplished through provisions specified in the California Education Code.

SECTION 2000 SALARY AND WORK YEAR

2100 SALARY GUIDE PLACEMENT

Salary Increase

Management Team members shall receive salary increases that reflect a percentage no less than that received by the recognized bargaining units. The Hayward Chapter of the ACSA representatives shall meet with the district to confer the specifics of the compensation allocation. This provision does not preclude the District and the Hayward Chapter of ACSA from reaching an agreement regarding salary increases prior to agreements being reached with the recognized bargaining units.

The District and the Management Team agree other periodic adjustments may be warranted to assure classifications and compensation are in alignment and competitive.

2110 In placing a Management Team member (certificated management) on the salary schedule, said out-of-district administrator's experiences shall be honored for placement on the administrative salary schedule. When an in district administrator is promoted to a higher position, the salary placement is made to the step which represents at least a 5% increase over the base salary, not to exceed the highest step on the salary schedule.

2120 For full-time service with the District, Management Team members shall be granted the following longevity pay annually beginning on the:

10th year of service-\$1200/year

15th year of service-\$1800/year

20th year of service-\$2400/year

25th year of service-\$3000/year

30th year of service-\$4200/year

2130 Management Team members holding the earned Master's and Doctorate degrees shall receive additional compensation as indicated on the administrators' salary schedule. Degrees must be completed in an institution accredited by the American Council of Education in their publication, American Universities and Colleges.

Compensation for a Master's Degree is \$550

Compensation for a Doctorate Degree is \$725

2140 Management Team members shall receive a yearly stipend for intra-district driving as follows:

Area Directors	\$1500
Elementary School Principals	\$ 750
Middle School Principals	\$ 750
High School Principals	\$ 750
Directors and Coordinators	\$ 750

2150 A Certificated Management Team Member who possesses bilingual certification issued by the California Commission on Teacher Credentialing, is assigned to positions at school sites, and uses his/her bilingual proficiency for the enhancement of District operations as verified by his/her immediate supervisors, shall receive a bilingual stipend in the amount equal to that issued to non-administrative certificated employees in the District.

2160 A principal who is selected and assigned to mentor other principals shall receive a mentor stipend in the amount equal to that issued to non-administrative certificated employees who serve as Teacher Induction Mentors. A mentor shall not receive this stipend if the mentor is compensated for the same candidate via another agency.

2170 Effective January 1, 2017, Management Team Members who are assigned and perform work outside of their classifications shall receive a five percent (5%) stipend for each day the Member actually performed out-of-class work.

2200 WORK YEAR AND HOURS

2210 Management Team members assigned to a 224-day work year shall have a 22-day vacation period as approved by the Superintendent of schools. Effective July 1, 2019, no more than a total of (forty) 40 days of vacation may be accumulated.

2220 Each Management Team member of the administrative staff shall spend in the District the hours per week necessary to perform assigned duties. Certificated and classified management and supervisory employees not in the assigned offices shall leave contact information in case of an emergency. Certificated and classified management and supervisory employees need to notify Human Resources and their supervisors when they are absent from duty.

2230 Any Management Team member who works more than the required number of working days because of transferring between schools with year-round and regular calendars shall have pre-approval to be reimbursed at the per diem rate for the extra days.

2240 Any Management Team member who works less than the required number of days because of transferring between schools with year round and regular calendars shall be allowed to make up those lost days at the per diem rate of pay.

2250 With the approval of the Superintendent or his/her designee, all school site Management Team members (site administrators) shall be allocated the following number of flex days:

High School, Middle School, and Elementary School Principals: 3 days; all other school site administrators: 2 days

A flex day is defined as the substitution of a day within the administrator's working year for a day when school is not in session.

2300 PROFESSIONAL DEVELOPMENT, VISITATIONS, CONFERENCES

2310 The Hayward Chapter of ACSA shall provide programs for staff development for all Management Team members who are members of the local Hayward Chapter of ACSA.

2320 All visitations and attendance at professional meetings and conferences shall be subject to approval of the Superintendent or his/her designee.

2330 Other leaves for purposes of professional involvement may be granted by the Superintendent or his/her designee.

2340 Reimbursement for all professional visitations and conferences shall be subject to approval of the Superintendent or his/her designee.

Board Policy 4133(a)

DELEGATION OF AUTHORITY TO SUPERINTENDENT

The Governing Board, pursuant to the provisions of Education Code Section 44032, authorizes the Superintendent or his/her designee to approve employee requests for travel, meetings, and conferences within the financial limitations set forth under the annual adopted budget. The Superintendent and his/her designee shall be responsible for making travel arrangements for officers and employees performing authorized services for the District. As provided by Education Code Section 44033, the Superintendent is authorized to reimburse employees for use of personal vehicles in the performance of regularly assigned duties based upon the Board-approved allowance for such use. Mileage reimbursement shall not exceed the current calendar year rate approved by the Internal Revenue Service.

SECTION 3000 BENEFITS

- 3010 The District allocates \$50,000 dollars coverage for the current term life insurance plan for management.
- 3020 An additional \$25,000 term life insurance policy is available for management employees who are members of the Association of California School Administrators and will be provided by the District.
- 3030 All Management Team Members working nine (9) hours or more per week will be required to enroll in a District-paid income protection plan approved by ACSA.

The following benefits will be in effect for all retiring management:

- A. The district will pay the health plan premiums for the retirees up to age 70 upon the following conditions:
1. Attained age 55 or more
 2. Were in a district plan at the time of retirement or apply for and qualify to be covered by one of the District's health plans at the time of retirement.
 3. Receives STRS or PERS benefits.
 4. Served 10 years in the District.
 5. All new retirees shall be entitled to receive an amount equal to the Kaiser Health Plan cost for employee-only coverage, adjusted annually.

The retiree may reimburse the District for coverage for the administrator's spouse, domestic partners, and dependents, provided it is agreeable to the insurance carrier.

After reaching the age of 70, a retired employee may have the option of purchasing medical coverage through the District at the group rate provided the retired employee satisfies the eligibility requirements of the insurance carrier and pays for such coverage in the manner proscribed by the carrier. Failure to pay in a timely manner shall be a basis of withdrawal of this benefit.

- B. If the retiree is eligible for Medi-Care, the District will coordinate Medi-Care with the District health plan and reimburse to the retiree the premium cost for Part B Medi-Care only, as long as the Medi-Care premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for his/her coverage after reaching the age of 70, if the health care provider approves.
- C. The level of medical coverage for the retiree shall not be less than the medical coverage benefits provided to bargaining unit employees.

- D. The District will pay the premium for the current term life insurance plan that is in effect at the time of retirement for the retiree up to age 65, or death, whichever occurs first, upon the following conditions:
1. Attained age 55 or more
 2. Receives STRS or PERS benefits
 3. Served 10 years in the District prior to retirement
 4. Dependents will not be eligible for coverage
 5. Any disability clause will be deleted
 6. Amount of coverage up to age 65 \$50,000.

Basic Policy

1. The Hayward Unified School District shall offer a health and welfare benefits program for Bargaining Unit employees, their families, and domestic partners as outlined in AB26.
2. The benefit plans for all eligible unit employees shall include medical (voluntary/optional) and (involuntary/mandatory) dental, vision, life/income protection insurance

Mandatory and Optional Health and Welfare Benefits

1. Upon proof of medical coverage, full time unit employees will not be required to enroll in a health plan. Full time unit members must enroll in a dental plan and life/income protection insurance. Under contract agreement reached effective 1 July 1996, unit employees must pay the full premium for the health plan. Effective July 1, 2015, the District shall contribute the “Employee-Only” portion of the employee-selected dental plan. The District will pay for a \$50,000 life insurance policy and income protection insurance. The enrollment in a dental plan and life/income protection insurance may not be waived even if proof of alternative insurance coverage is presented.

Exceptions:

1. Part-time unit members may participate in a health plan on a voluntary basis. Dental plans are involuntary/mandatory for unit members who work at least half-time.
2. Unit employees working less than half time are not eligible to participate in the mandatory dental and life/income protection plans. Such employees may participate in one of the health plans on a voluntary basis.
3. For all continuing full time regular unit employees, enrollment in all involuntary/mandatory health and welfare benefit plans shall be ongoing until such time as the employment relationship is terminated. Upon termination of the employment relationship, health and dental coverage may be an available option via COBRA, provided that the employee was enrolled in a plan prior to termination of the employment relationship.

4. The District shall maintain an optional Internal Revenue Service (IRS) 125 Cafeteria Plan for the benefit of unit employees subject to IRS regulations. Unit members may choose not to participate in the 125 Cafeteria Plan.
5. The following mandatory plans are available:
 - a. Delta Dental and Pacific Union Dental Plans
 - b. Life Insurance for \$50,000 from The Standard
 - c. Income Protection from The Standard
6. The following optional health benefits and insurance plans are available:
 - a. Health insurance plans offered by CalPERS
 - b. The Standard insurance plans not mentioned above
 - c. American Fidelity Insurance Plans
 - d. Pacific Educators Insurance Plans.

Enrollment Procedures

1. The District shall provide each Unit employee with a “Designation of Benefit Choices” form to be completed upon employment. The employee may also be requested to complete this form upon change of plans: i.e., during open enrollment, or when a change becomes necessary due to a change of circumstances such as marriage, etc.
2. Each unit employee, newly hired, changing from an ineligible position to an eligible position (eligibility in reference to fringe benefits), or returning from leave between the first and fifteenth of the month, will be enrolled in the District’s Health and Welfare Benefit plans beginning the first day of the following month. Each Unit employee in the categories listed who assumes duties between the sixteenth and the end of the month will be enrolled and provided with benefits beginning on the first day of the month following the first full month of employment. Failure to complete all applicable documentation within the first 30 days of employment will result in the unit member’s warrant being delayed pending receipt of all required documentation.
3. Each unit employee on paid leave will continue to have premiums deducted from his/her pay warrant. Each employee who has been granted leave beyond paid leave for illness, disability, maternity, child adoption, advanced study, or other personal reasons, may continue health and welfare benefits for up to one year (employee will be billed for all premiums). A unit employee on a long-term disability may continue coverage for as long as the disability continues, or to retirement, provided this is agreeable to the carriers involved.

Miscellaneous Provisions

1. CalPERS retains all master contracts of governing boards’ health and welfare benefits.

3100 PERSONAL PROPERTY LOSS

- 3110 If personal items are used in connection with the job responsibilities and pre-authorization is obtained, the District shall reimburse Management Team member for repair or replacement of personal property loss, stolen, soiled, damaged, or destroyed while the member was on duty.
- 3120 In the event payment is made under this agreement, the District will, to the extent of such payment, be subrogated to any right of the Management Team member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.
- 3130 The maximum amount of the District's reimbursement shall be no more than \$350 or less than \$30.00 per incident.

3200 RETIREMENT BENEFIT

The following benefits will be in effect for all Management Team members retiring June 2007, and thereafter:

- 3210 The District will pay the health plan premiums for the retirees up to age 70 upon the following conditions:
- (1) Attained the age of 55 or more and have 10 years of full-time service in a management position or at the beginning of the 15th year of combined full-time continuous service in HUSD.
 - (2) Were in a district plan at the time of retirement or apply for and qualify to be covered by one of the District's health plans at the time of retirement.
 - (3) Receives STRS or PERS benefits
- 3220 If the retiree is eligible for Medi-Care, the District will coordinate the Medi-Care with the District health plan and reimburse to the retiree the premium cost for Part B Medicare only, as long as the Medi-Care premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for his/her coverage after reaching the age of 70, if the health care provider approves.
- 3230 The level of medical coverage for the retiree shall not be less than the medical coverage benefits provided to bargaining Management Team member.

3240 The District will pay the premium for the current term life insurance plan that is in effect at the time of retirement for the retiree up to age 65, or death, whichever occurs first, upon the following conditions:

- (1) Attained the Minimum Retirement Age (MRA) age 55 or more
- (2) Receives STRS or PERS benefits
- (4) Served 10 years in District prior to retirement
- (5) Dependents will not be eligible for coverage
- (6) Amount of coverage as follows:
MRA Age 55 through 65 is \$50,000

3300 EARLY RETIREMENT OPTION

The District, in providing for individuals to retire voluntarily at an earlier age, shall make available retirement opportunities for Management Team members, providing they meet the Eligibility criteria and **it is year-to-year cost neutral.**

SECTION 4000 LEAVES AND ABSENCES

4010 EXTENDED HEALTH AND OR DISABILITY LEAVE:

4011 In case of long-term disability, the Management Team member shall be eligible for up to eighteen (18) months of extended health and/or disability leave without pay. The Management Team member on leave may return to the same or a like position. The District may require a medical doctor's confirmation that said Management Team member can perform duties required of the position.

4020 PERSONAL NECESSITY LEAVE

Ed Code # 45207

(a) A probationary or permanent employee may, at his or her election, use any days of absence for illness or injury earned pursuant to Section 45191 in cases of personal necessity, including any of the following:

(1) Death of a member of his or her immediate family when additional leave is required beyond that provided in Section 45194 and that provided, in addition thereto, as a right by the governing board.

(2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(4) Other reasons that the governing board may prescribe.

(b) The governing board of each school district shall adopt rule and regulations requiring and prescribing the manner of proof of personal necessity for the purpose of this section. The adopted rules and regulations may not require an employee to secure advance permission for leave taken for the purposes specified in paragraphs (1) and (2) of subdivision (a). Earned leave in excess of seven days may not be used in any school year for the purposes enumerated in this section, except if either of the following conditions exist:

(1) A maximum number of days in excess of seven is specified for that purpose in an agreement between the exclusive representative of the employees and the school district.

(2) If there is no exclusive representative of the employees, the governing board of the school district, by resolution, adopts a policy allowing earned leave in excess of seven days to be used in any school year for the purposes enumerated in this section.

(c) Authorized necessity leave shall be deducted from sick leave earned under the exemption of Section 45191.

(d) "Immediate family" has the same meaning as in Section 45194.

(e) This section applies to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) and to school districts that may be exempted from Section 45191.

4030 LEAVE FOR SERIOUS ILLNESS OR INJURY IN THE FAMILY

4031 A Management Team member may be granted leave up to three (3) days each school year with full pay when a serious illness or injury, death imminent, happens to a member of the said Management Team member's immediate family.

4032 A physician or medical advisor must provide a statement which includes the nature of the critical illness or injury and the necessity of the Management Team member's presence. This statement must be submitted upon the Management Team member's return to duty.

4033 Additional accommodations may be made at the discretion of the Superintendent or designee(s).

4040 BEREAVEMENT LEAVE

4041 A Management Team member shall be granted three (3) days of leave of absence without loss of salary for the death of any member of said Management Team member's immediate family.

4042 A Management Team member shall be entitled to a maximum of two (2) days additional bereavement leave without loss of salary for the death of any member of said Management Team member's family if necessary travel over 500-mile radius is required.

4043 The term "immediate family" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, or any person living in the immediate household of the employee with whom the employee has a relationship similar to that which exists within a family, including domestic partner, who have resided in the Management Team member's household for at least one (1) year.

4044 Additional accommodations may be made at the discretion of the Superintendent or designee(s).

4050 JURY DUTY AND COURT WITNESS LEAVE

4051 A Management Team member shall be granted leave to appear in court as a witness when subpoenaed or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the connivance or misconduct of the administrator.

4052 A Management Team member shall be granted a leave to appear for jury duty in the manner provided by law.

4053 A Management Team member shall receive regular pay less any amount received for jury or witness fees, exclusive of allowed travel expense.

4054 Management Team member appearing in court as litigants shall be allowed personal necessity leave.

4060 RELIGIOUS HOLIDAYS

4061 Leaves of absence not to exceed three (3) days per year will be granted **with prior approval** without pay to Management Team members who are required to absent themselves for the purpose of observations of religious holidays.

4070 INDUSTRIAL ACCIDENT LEAVE

4071 All Management Team members are eligible for industrial accident and illness leave because of industrial injury or illness. The term qualifying for “worker’s compensation” presupposes that an accident report has been filed according to established procedures and that the Schools Insurance Authority considers the claim valid. In the event of rejection of the claim by the Schools Insurance Authority, industrial accident leave shall not apply.

4072 Management Team members who are absent from duty because of illness or injury resulting from an industrial accident, qualifying for worker’s compensation, are granted industrial leave under the following conditions:

- (1) Industrial accident leave applies from the first day of such absence from duty to and including the last day of such absence from duty, but not exceeding sixty (60) working days in any fiscal year for the same industrial accident.
- (2) The amount of salary paid to such Management Team member in any calendar month will be the salary said Management Team member would have received had he/she not suffered the industrial accident or illness. If the Management Team member is still absent from duty as a result of such industrial accident, said Management Team member shall then be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively. A person may not receive more money than he/she would have earned without the disability.
- (3) Allowable industrial accident leave shall not be accumulated from year to year.
- (4) In order to be eligible for industrial accident leave, the Management Team member, while absent from duty with the District, shall remain within the State of California unless prior approval is granted by the Board for travel outside the state.
- (5) A unit member who is eligible for reinstatement and has been medically released for return to duties but fails to accept an appropriate assignment shall be terminated or placed on health leave of absence.

- (6) When all available leaves of absence, paid or unpaid, have been exhausted and the Management Team member is not medically able to assume the duties of the position, said Management Team member may be terminated. The Management Team member shall be eligible for reemployment upon submission of a physician's statement that said Management Team member is able to assume duties.

4080 LEAVE OF ABSENCE FOR EMPLOYEES ELECTED TO THE LEGISLATURE (Education Code 44801)

Every person employed by a school district as a permanent employee in a position requiring certification qualifications who is elected to the Legislature shall be granted a leave of absence from his duties as an employee of the district by the governing board of the district.

During the term of such leave of absence, the employee may be employed by the school district to perform such less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.

Such absence shall not affect in any way the classification of such employee.

Within six months after the term of office of such employee expires he shall be entitled to return to the position held by him at the time of his election, at the salary to which he would have been entitled had he not absented himself from the service of the school district under this section.

Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such employee shall not have any right to such position following the return of such employee to the position.

This section shall apply to any permanent certificated school district employee who held the office of Member of the Assembly or State Senator on or after January 4, 1965.

4081 Every person employed by a school district as a permanent employee in a position requiring certification qualifications who is elected to the Legislature shall be granted a leave of absence from his duties as an employee of the district by the governing board of the district.

4082 During the term of such leave of absence, the employee may be employed by the school district to perform such less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.

4083 Such absence shall not affect in any way the classification of such Management Team member.

4084 Within six (6) months after the term of office of such Management Team member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the school district under this section.

4085 Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such employee shall not have any right to such position following the return of such employee to the position.

4090 MILITARY SERVICE LEAVE

4091 Military service leave shall be granted to every management employee who enters or is called into active military service of the United States or the State of California during any period of declared emergency or during any war in which the United States is engaged.

4092 For purposes of this leave, active military service also includes a uniformed auxiliary of any branch of such military service, the United States Merchant Marine, and full-time paid service of the American Red Cross.

4093 Such absence shall not affect in any way the classification of such Management Team member.

4094 Within six (6) months after such Management Team member honorably leaves such service or has been placed on inactive duty, he or she shall be entitled to return to the position held at the time of entrance into such service, at the salary to which the Management Team member would have been entitled had the Management Team member not absented himself or herself from the service of the school District.

4095 Military service leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of order duty does not exceed 180 calendar days including time involved in going to and returning from such duty.

4096 The Management Team member shall be entitled to receive salary or compensation for the first thirty (30) calendar days of any such absence. If the Management Team member is currently in full paid status to the District and has been for one year prior to the leave. The Management Team member shall make every effort to schedule the military leave at a time other than during the regular school year.

4100 PREGNANCY LEAVE

4101 Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions:

- (1) A pregnant Management Team member may continue to work as long as her health will permit as certified by her doctor or other

proof acceptable to the District and so long as she can carry out her duties and responsibilities.

- (2) The Management Team member must have been actually rendering paid service to the District immediately prior to the disability to use sick leave for pregnancy related to disability.

4102 A pregnant Management Team member who wishes to take a personal leave to prepare for childbirth and is physically able to render service to the District may request such a leave, without pay, for a time mutually agreeable to the Management Team member and the District. The Management Team member on leave shall return to the same or like position if available.

4110 CHILD CARE LEAVE

4111 Child-care leave shall be granted to any Management Team member upon request for a period of up to one (1) year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.

4112 A Management Team member on child-care leave of a definite duration of more than thirty (30) days may return to duty prior to the expiration of the leave provided that the position is still in existence and the District has not contracted with another employee to fill the position. If the leave request is for thirty (30) days or less, the Management Team member shall be returned to the same position. The Management Team member on leave shall return to the same or like position.

4113 This leave provision may be utilized for adoptions.

4120 FAMILY LEAVE

4121 Notwithstanding the provisions of this article, the benefits of The Family Rights Act of 1991 (AB77), The Family Leave Act of 1993, and The Family Leave Act of 2003 shall be provided to the Management Team member. However, his/her application shall not be interpreted so as to reduce or eliminate any benefit provided within this agreement.

4130 EDUCATIONAL IMPROVEMENT LEAVE

4131 Leave for professional improvement, travel, research, writing, Peace Corps service, and similar purposes of educational benefit to the Management Team member and the school District may be granted without pay for a period not to exceed one year. Extension of leave may be granted by the Board upon recommendation of the Superintendent. Application shall be forwarded to the Assistant Superintendent of Human Resources.

4140 LEAVE FOR CONDUCTING SCHOOL BUSINESS, PROFESSIONAL BUSINESS, OR ADMINISTRATIVE APPROVED LEAVE

- 4141 Leave of absence with pay for conducting the business of or representing, Hayward Unified School District or a recognized professional educational organization must be approved by the Management Team member's immediate supervisor and the Superintendent or designee.
- 4142 Leave may be granted by the Superintendent or designee when it is deemed necessary and when the purpose of the leave could not be extended at a time when school is not in session. Said leave shall not, except under very unusual circumstances, be granted during the first two weeks or the last two weeks of the school year and shall not be more than three consecutive days.
- 4143 Application for Administrative Approval Leave shall be made to the supervisor who shall submit such application, together with his/her recommendation, to the Assistant Superintendent of Human Resources, who shall make a recommendation to the Superintendent to determine whether the leave should be granted.

4200 HEALTH AND DISABILITY LEAVE ALLOCATION

4210 Health and disability allocation will be based on the following:

No. of Working Days	Sick Leave
190	10 days 6 hours
192	10 days 7 hours
195	11 days
196	11 days 1 hour
197	11 days 1 hours
199	11 days 3 hours
200	11 days 3 hours
207	11 days 5 hours
210	11 days 7 hours
219	12 days 4 hours
224	12 days 6 hours

**4300 CATASTROPHIC LEAVE BANK
BOARD OF EDUCATION RESOLUTION 0506-25 DEC. 14, 2005**

4310 The purpose of the catastrophic leave bank is to provide paid leave to employees who have suffered from a personal catastrophe as defined in Ed Code 44043.5 when the employee's sick leave is exhausted. A two (2) member approval committee consisting of the ACSA president and one other member shall have the responsibility of receiving requests,

approving or denying requests, and communicating its decision to the requesting employee and the Director of Personnel. The committee shall not grant more leave to an individual or groups of individuals than is contained in the Catastrophic Leave Bank. The committee shall not grant leave for an industrial injury.

SECTION 5000 EVALUATION AND ADMINISTRATOR RESPONSIBILITY

District office and ACSA are presently in collaboration in updating the evaluation process.

- 5100 At least every other year each Management Team member (administrator) will receive written evaluation based on the criteria listed on the evaluation form, job description, Professional Standards for Educational Leaders, and/or the duties and responsibilities for which the Management Team member (administrator) receives a stipend **and agreed upon by the administrator and the evaluator, according to the “Calendar for Evaluation of Management Personnel.”** Management Team member (administrators) who are new to their sites, or Management Team member (administrators) who receive less than satisfactory evaluations during the previous year, or Management Team member (administrators) in new roles, may be evaluated yearly.
- 5200 A conference, for those being evaluated, shall be held no later than October 31. When a final evaluation is negative or the administrator has a "needs to improve" several meetings, (formative evaluations) shall take place with that administrator's supervisor prior to meeting for the final, (summative) evaluation. Exceptions of the above are unlawful or egregious acts that require immediate attention.
- 5300 The Association of California School Administrators, Hayward Chapter, will participate in the development of and changes in the Management Team members' (administrators') evaluation documents and procedures.
- 5400 If the composite Evaluation Rating states “less than satisfactory,” the evaluatee will remain at the evaluatee's present salary placement and salary for the following year.
- 5500 Each Management Team member (administrator) shall fulfill all aspects of these policies, any exception thereto being by mutual written consent of the Superintendent and the administrator. Failure to fulfill the obligations agreed to in this agreement will be viewed as a violation of the Association of California School Administrators' Code of Ethics and may be good and just cause for instituting proceedings for dismissal by the Superintendent.
- 5600 When a complaint/charge is lodged against a Management Team member or against procedures implemented or programs administered by a Management Team member, the District's Complaint Procedures will be followed. When the complaint is unanimous the supervisor may not proceed with the investigation, unless the district is required by law to investigate.

REFERENCES:

1. ACSA-Guidelines for Professional and Legal Assistance
2. Administrator Evaluation Process Based on Professional Standards for Educational Leaders
3. CalSTRS Retirement Alternatives: 30 and Out (Alternative B)

Confidential and Supervisory Personnel

TABLE OF CONTENTS

	Page
6010 Working Conditions	25
6010.1 Hours of Employment	25
6010.2 Holidays	26
6010.3 Transportation/Mileage	26
6010.4 Staff Development/Professional Growth	26
6020 Leaves	27
6020.1 Personal Illness, Accident, or Injury	27
6030 Transfers	27
6030.1 Permissible Transfers	27
6030.2 Transfer List	27
6030.3 Administrative Transfers	28
6040 Vacations	28
6040.1 Vacation Allotment	28
6040.2 Maximum Vacation Accumulation	28
6040.3 Illness During Vacation Leave	28
6040.4 Bereavement During Vacation Leave	28
6040.5 Vacation Approval	28-29
6040.6 Approval by Immediate Supervisor	29
6040.7 Vacation Units	29
6040.8 Payment on Separation	29
6040.9 Holidays During Vacation	29
6040.10 Personal Necessity	29
6040.11 Incentive Attendance Plan	29
6050 Salary	30
6050.1 Longevity	30
6050.2 Salary Range Changes	31
6050.3 Confidential Stipend	31

Confidential/Supervisory Personnel

The Board recognizes the Confidential and Supervisory Units as members of the District Management Team, which includes every Certificated and Classified Administrator and Confidential, and Supervisor employee.

Section 6010 Working Conditions

6010.1 Hours of Employment

- A. Full-time Confidential/Supervisory Personnel shall work five days per week, 8 hours per day, 12 months (annual) or 10 months (school year) per year, or as assigned. The hours of the various positions shall be set by the immediate administrative supervisors of the employees with the approval of the Superintendent or his designee.
- B. Full-Time Confidential/Supervisory Personnel assigned to the Administrative Center shall be provided lunch time of one hour exclusive of the 8 working hours. This lunch period shall be agreed upon by the immediate supervisor and the employee. If agreement cannot be reached, the Assistant Superintendent of Human Resources or designee shall decide the lunch period.
- C. Full-time Confidential/Supervisory Personnel shall not be required to work on the holidays specified on the "Classified Personnel Holiday Schedule," which is published annually, except in cases of emergency.
 - 1. Full-time Confidential/Supervisory Personnel shall be paid time-and-one-half for work beyond eight (8) hours per day, or when they work on legal holidays. Upon prior approval, compensatory time may be granted for all work performed and counted as overtime. If compensatory time is not taken **by June 30th of each year**, it shall be paid in wages.
 - 2. When a Confidential/Supervisory employee is required to work more than 48 hours, he/she shall be paid at double the employee's rate of pay.
 - 3. Full-time Confidential/Supervisory Personnel shall be permitted a 15-minute rest period in mid-morning and again in mid-afternoon, which shall be agreed upon mutually by the employee and immediate supervisor. If no agreement is reached, the Assistant Superintendent of Human Resources or designee will decide the rest period. Employees will notify their supervisor if they plan to leave the building area during this break time. Employees will be expected to take this time for relaxation; should the rest period not be taken, such time may not be used to lengthen lunch periods or shorten the

work day, nor may the rest period be used to make up lost time.

6010.2 Holidays

Holidays shall not be less than 15 and shall be the same as the approved holiday schedule for other classified employees.

Education Code #37220

All days appointed by the Governor for a public fast, thanksgiving, or holiday, and all special or limited holidays on which the Governor provides that the schools shall close.

6010.3 Transportation/Mileage

Confidential/Supervisory Personnel who are required to utilize their own vehicles for District-related duties shall submit a statement of the total mileage. These requests are to be approved by the supervisor whereby approved mileage estimates shall be reimbursed at the accepted rate per mile within budgetary allowances.

6010.4 Staff Development/Professional Growth

A. Staff Development:

A staff development program has been mutually agreed upon by the Superintendent and the Association of California School Administrators, Hayward chapter, which includes Confidential Personnel. Association of California School Administrators, Hayward Chapter, shall provide programs for staff development for all Hayward Unified School District Management Team member and Confidential Personnel who are members of local and state Association of California School Administrator, Hayward Chapter. The Hayward Unified School District shall pay an agreed price as billed for this service.

B. Professional Growth Program

Upon the request of the Confidential/Supervisory employee and approval of his/her immediate supervisor, the immediate supervisor shall provide funds and opportunities for up to five (5) days of professional growth activities for each confidential employee per year. All conference requests must have the authorization of the Superintendent or designee.

C. Yearly Stipend for Academic Degrees

1. A stipend will be granted for academic degrees when a transcript verification of degree is presented, regardless of date of degree. A stipend of \$350 annually for AA (or the equivalent of credit for 60 semester units) will increase to \$600 annually for proof of BA; however, one cannot receive a stipend for both an AA and a BA degree separately.
2. Proof of degree must be submitted to the Human Resources. The stipend will be pro-rated throughout the year.

Section 6020 Leaves

6020.1 Sick leave will be based on the following:

A full-time employee employed twelve (12) months a year shall be credited annually with thirteen (13) days of sick leave.

Section 6030 Transfers

6030.1 Permissible Transfers

Transfers of Confidential Personnel between divisions or organizational units may be made between positions in the same class or between positions of different classes having substantially similar duties, responsibilities, and qualifications; the same salary range; and when the same examination is given.

6030.2 Transfer List

The Classified Personnel Director shall maintain a transfer list of all permanent Confidential/Supervisory Personnel who request assistance in obtaining transfers, and shall be of such assistance as may be possible in effecting the transfers of such applicants.

A. Requests for transfer by a Confidential/Supervisory employee shall be made in writing to the Classified Personnel Director on a Request for Transfer form. Transfer requests will be maintained for the current fiscal year and then destroyed.

B. When an appropriate vacancy occurs, selection for appointment shall be made from the first three senior applicants on the transfer list. Seniority shall be established as of the date of original employment in the District.

6030.3 Administrative Transfers:

- A. Administrative transfers within a department or between departments shall be requested by the administrative supervisor on the Personnel Action form, indicating the reason for the transfer.
- B. Reasons for any transfer which is not voluntary shall first be discussed with the Confidential/Supervisory employee by the employee's immediate supervisor.

Section 6040 Vacations

6040.1 All Confidential/Supervisory Personnel covered by this agreement who are annual employees shall receive paid vacation days per year based on the following schedule:

- Beginning of 1st through 15th year of service 22 days
- Beginning 16th through completion of 20th year of service 23 days
- Beginning 21st year of service and thereafter 25 days

6040.2 Maximum Vacation Accumulation:

Effective July 1, 2019, no more than a total of (forty) 40 days of vacation may be accumulated.

6040.3 A Confidential/Supervisory employee may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave in order to begin illness leave, indicating at the earliest practical opportunity:

- A. The basis of the request for change in leave status, providing appropriate supporting documents including certification of illness from a licensed physician or other practitioner in case of illness;
- B. The probable duration of the requested leave.

6040.4 A Confidential/Supervisory employee, upon approval of the appropriate administrative authority, may be permitted to interrupt or terminate vacation leave in order to begin bereavement leave. Appropriate leave of absence papers may be submitted to the Human Resource Office.

6040.5 Vacation will be taken at the mutual agreement of the District and the employee. In the event mutual agreement cannot be met, the final decision shall be determined by the Assistant Superintendent

for Human Resources or designee. Vacation may, with the approval of the immediate supervisor, be taken at any time during the school year. The employee may be allowed to take all earned vacation in one unbroken period if it is the employee's wish to do so and the length of the vacation period will cause no problem within the department or program as determined by the immediate supervisor.

6040.6 A vacation request form should be completed and submitted to the immediate supervisor as far in advance of the vacation date as possible, but not later than two working days prior to the effective date. Approval must be received from the supervisor prior to starting any vacation leave. Under unusual circumstances, the immediate supervisor may permit a modification of these requirements.

6040.7 Vacation leave may not be taken in units of less than one hour.

6040.8 Payment on Separation

Upon separation from service, the Confidential/Supervisory employee shall be entitled to lump sum compensation for all earned and unused vacation, not to exceed 40 days. The Confidential/Supervisory employee who has not completed six months of employment in regular status shall not be entitled to such compensation.

6040.9 Holidays During Vacation

If a District-approved holiday falls within a scheduled vacation period, one additional day shall be granted for each such holiday.

6040.10 Days of personal necessity chargeable to sick leave may not be used in conjunction with earned vacation simply to extend the vacation period, but may be applied when circumstances are so serious in nature that the employee cannot reasonable be expected to disregard their immediate attention. Request for Personal Necessity Leave must be approved by the immediate supervisor.

6040.11 Incentive Attendance Plan for Management Team member

A. Provisions of Incentive Attendance Plan for Confidential/Supervisory Personnel:

1. Whenever a Confidential/Supervisory employee has accumulated a total of fifty (50) or more days of unused sick leave as of June 30 of any school year, that

employee shall be entitled to **two (2)** additional days of vacation.

2. Each additional increment of twenty-five (25) days of unused sick leave beyond fifty (50) days shall entitle the Confidential/Supervisory employee to additional days of vacation.

B. Guidelines and Additional Provisions:

1. Additional vacation schedule which applies in the initial and each succeeding year:

	Unused sick leave on June 30	Additional days of vacation
Plateau 1	50 days	2 days
Plateau 2	75 days	3 days
Plateau 3	100 days	4 days
Plateau 4	125 days	5 days
Plateau 5	150 days	6 days

Additional vacation days shall be granted **by July 1 of each year.**

2. Statements of additional vacation entitlement shall be provided to each Confidential/Supervisory employee by July 15 of each year.
3. Confidential/Supervisory employees do not have the option of being paid for these additional vacation days.

Section 6050 Salary

6050.1 Longevity Recognition Plan:

1. For continuous service with the District, Confidential employees shall be granted longevity pay as follows:
10 years of service = \$100 per month \$1200
15 years of service = \$150 per month \$1800
20 years of service = \$200 per month \$2400
25 years of service = \$250 per month \$3000
30 years of service = \$350 per month \$4200
2. The anniversary date for determining the amount of longevity pay due an employee shall be the first day of the month if this period of service is completed before the fifteenth day of the month, and the salary adjustment shall be the first of the following month if completed after the fifteenth of the month. The years of continuous service shall be calculated from the date of probationary employment. Periods of temporary

employment shall not be counted toward longevity pay entitlement.

6050.2 Salary Range Changes

Unless otherwise provided by special resolution of the Personnel Commission and Board of Education approval, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date of the range change was effective shall be adjusted to the step in the revised range that corresponds to the step said incumbent was receiving in the former range, and said incumbent shall retain the same anniversary date.

6050.3 Confidential Personnel Compensation Stipend

All Confidential Personnel shall receive a \$75 stipend per month as compensation for confidential status in addition to the yearly percentage increase to base pay.

Appendices

A - J

**HAYWARD UNIFIED SCHOOL DISTRICT
MANAGEMENT TEAM AGREEMENT
JUNE 25, 2008**

Management Team Agreement
Administrative Personnel Practices

This document contains the current administrative personnel practices of the Hayward Unified School District. Members of the Hayward Chapter of ACSA, as representatives of the "Management Team," met with the Assistant Superintendent of Human Resources representing the Governing Board and the Superintendent to codify existing practices.

The existing practices will be formatted and brought to the Board of Education as Board Policies (BP) and Administrative Regulations (AR). Language will either be incorporated into existing BP's and AR's or new BP's and AR's will be developed as appropriate.

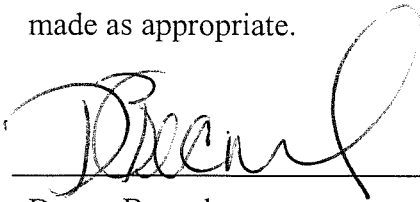
During the discussions, requests were made by the Management Team to increase specific benefits. These additions included the following:

- Confidential/Supervisor Longevity Stipends
- Mileage Stipends
- Confidential Stipends
- Add Bilingual Stipend

Due to the current budget shortfall, any changes have been placed on hold. When the budget situation changes, the District and the Management Team will discuss changes in these areas.

Also under review was the impact of compensation and work year adjustments implemented in January of 2008 on the Elementary School Principal work year. Further review needs be completed regarding adverse impact.

This Handbook as well as related BP's and AR's, will be reviewed annually and adjustment made as appropriate.



8/11/08
Date

Donna Becnel
Assistant Superintendent
Human Resources



8/11/08
Date

William Derek Grasty
President
Association of California School Administrators
Hayward Chapter

Hayward Unified School District
Salary Schedule for 2017-18

CERTIFICATED MANAGEMENT (ACSA)

3.10% Increase Effective 7/1/17

Certificated Management	Range	Work Days	1	2	3	4	5	6
Executive Director	A1	224	159,011	165,006	171,228	177,682	184,381	191,331
Director II	AA	224	135,237	140,308	145,652	151,176	156,919	162,880
High School Principal	A	219	130,086	134,979	140,065	145,353	150,854	156,587
Director I	B	224	125,364	130,073	134,971	140,064	145,360	150,884
Administrator on Special Assignment	B	224	125,364	130,073	134,971	140,064	145,360	150,884
Middle Principal	E	210	122,376	126,945	131,694	136,636	141,772	147,160
Director-Child Development	D	224	118,058	122,479	127,068	131,848	136,814	142,013
Elementary Principal	F	210	117,670	122,062	126,628	131,381	136,319	141,499
Continuation Principal	F	210	117,670	122,062	126,628	131,381	136,319	141,499
Assistant Principal High School	P	210	116,264	120,532	124,978	129,602	134,408	139,520
Coordinator - ELL & Master Plan	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - Intervention and Prevention	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - Before/After School Program	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - Student/Parent Programs	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - Special Ed	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - Special Ed Compliance	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Coordinator - College & Career Readiness	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Administrator for Student Placement	DD	224	116,114	121,091	125,069	129,732	134,575	139,685
Principal - Exceptional Learning	H	200	107,488	111,966	116,631	121,490	126,553	131,827
Principal - Small School	H	200	107,488	111,966	116,631	121,490	126,553	131,827
Assistant Principal Middle School	Q	205	111,956	116,068	120,349	124,800	129,430	134,351
Assistant Principal Elementary	R	200	107,652	111,604	115,720	120,000	124,452	129,183
Spec. Ed. Program Specialist	VV	197	102,086	105,858	109,780	113,855	118,098	122,579
Youth Intervention Specialist	VV	197	102,086	105,858	109,780	113,855	118,098	122,579
Assistant Principal - Child Development	U	192	99,522	103,198	107,023	110,996	115,134	119,510
Field Coordinator	UU	224	99,522	103,198	107,025	110,997	115,134	119,510
Program and Site Supervisor, Adult Ed	-	-	57	57	57	57	57	57

(224 workdays +22vacation days =246days)

Professional Increment:	Career Increment: approved professional experience with HUSD			
1. Master's Degree - \$550 (only one)	10 years	\$1,200	25 years	\$3,000
2. Doctorate Degree - \$725 (only one)	15 years	\$1,800	30 years	\$4,200
	20 years	\$2,400		

HAYWARD UNIFIED SCHOOL DISTRICT

MANAGEMENT SALARY RANGE PLACEMENT

Executive Director

Classification Title	Range
Classified Human Resources/PC	A1

Director III

Classification Title	Range
Chief Facilities Officer	AB
Chief Financial Officer	AB
Facilities, Maintenance, Operations & Transportation	AB

Director II

Classification Title	Range
Business Services	AA
Child Nutrition and Warehouse	AA
Educational Information Technology	AA
M&O/Transportation	AA

Director I

Classification Title	Range
Facilities Maintenance	B
Director - Public Info & Gov Relations	B

Coordinator III

Classification Title	Range
Before and After School Programs	DD
Facilities	DD
Student and Parent Support Programs	DD

Manager II

Classification Title	Range
Accounting	R
Child Nutrition Operations and Warehouse	R
Delivery Services	R
Educational Data	R
Facilities Maintenance	R
Insurance & Emergency Preparedness	R
Network	R
Purchasing	R

Coordinator II

Classification Title	Range
Field Coordinator (YEP)	UU
Operations & Transportation	UU
Safety & Security	UU

Manager I

Classification Title	Range
Benefits	W
Operations	W
Transportation	W

Coordinator I

Classification Title	Range
Budget/Fiscal Analyst	Y
Newcomer Services Coordinator	Y

2017-2018 CLASSIFIED MANAGEMENT SALARY SCHEDULE

3.10% Effective 7-1-2017

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Executive Director	A1	159,011	165,006	171,228	177,682	184,381	191,331
Director III	AB	146,638	152,503	158,604	164,950	171,546	178,409
Director II	AA	135,237	140,308	145,652	151,176	156,919	162,880
Director I	B	125,364	130,073	134,971	140,064	145,360	150,884
Coordinator III	DD	116,114	121,091	125,069	129,732	134,575	139,685
Manager II	R	107,652	111,604	115,720	120,000	124,452	129,183
Coordinator II	UU	99,522	103,198	107,025	110,997	115,134	119,510
Manager I	W	87,298	90,486	93,801	97,248	100,832	104,663
Coordinator I	Y	78,145	80,968	83,899	86,952	90,127	93,554

(224 workdays + 22 vacation days + 15 holidays = 261 days)

Longevity Increments	Annual
10 years	1200.00
15 years	1800.00
20 years	2400.00
25 years	3000.00
30 years	4200.00
Professional Growth	Annual
Master's Degree	550.00
Doctorate Degree	725.00

HAYWARD UNIFIED SCHOOL DISTRICT
SUPERVISORY SALARY RANGE PLACEMENT

Classification Title	Range
Youth Enrichment Operation Supervisor	6
Plant Operation Supervisor	12
Custodial Services Supervisor	15
Grounds Supervisor	15
Operational Services Supervisor	15
After Hours Operations Supervisor	19
Child Nutrition Field Supervisor	19
CWA Services Supervisor	19
District Enrollment Services Supervisor	19
Payroll Supervisor	19
Trades Supervisor	25
Occupational Therapist	36

HAYWARD UNIFIED SCHOOL DISTRICT
2017-2018 SUPERVISORS SALARY SCHEDULE
3.10% Effective 7-1-2017

Range	←Step→				
↓	A	B	C	D	E
1	26.80	27.47	28.15	28.86	29.57
2	27.47	28.15	28.86	29.57	30.32
3	28.15	28.86	29.57	30.32	31.07
4	28.86	29.57	30.32	31.07	31.84
5	29.57	30.32	31.07	31.84	32.64
6	30.32	31.07	31.84	32.64	33.47
7	31.07	31.84	32.64	33.47	34.29
8	31.84	32.64	33.47	34.29	35.15
9	32.64	33.47	34.29	35.15	36.02
10	33.47	34.29	35.15	36.02	36.94
11	34.29	35.15	36.02	36.94	37.85
12	35.15	36.02	36.94	37.85	38.81
13	36.02	36.94	37.85	38.81	39.78
14	36.94	37.85	38.81	39.78	40.77
15	37.85	38.81	39.78	40.77	41.79
16	38.81	39.78	40.77	41.79	42.84
17	39.78	40.77	41.79	42.84	43.90
18	40.77	41.79	42.84	43.90	44.99
19	41.79	42.84	43.90	44.99	46.13
20	42.84	43.90	44.99	46.13	47.28
21	43.90	44.99	46.13	47.28	48.47
22	44.99	46.13	47.28	48.47	49.67
23	46.13	47.28	48.47	49.67	50.91
24	47.28	48.47	49.67	50.91	52.18
25	48.47	49.67	50.91	52.18	53.49
26	49.67	50.91	52.18	53.49	54.82
27	50.91	52.18	53.49	54.82	56.20
28	52.18	53.49	54.82	56.20	57.61
29	53.49	54.82	56.20	57.61	59.05
30	54.82	56.20	57.61	59.05	60.52
31	56.20	57.61	59.05	60.52	62.04
32	57.61	59.05	60.52	62.04	63.58
33	59.05	60.52	62.04	63.58	65.17
34	60.52	62.04	63.58	65.17	66.80
35	62.04	63.58	65.17	66.80	68.47
36	63.58	65.17	66.80	68.47	70.18

Longevity Increments	Annual
10 years	1200.00
15 years	1800.00
20 years	2400.00
25 years	3000.00
30 years	4200.00
Professional Growth	Annual
Associates of Arts	350.00
Bachelor's Degree	600.00

HAYWARD UNIFIED SCHOOL DISTRICT**CONFIDENTIAL SALARY RANGE PLACEMENT**

Classification Title	Range
Executive Assistant-Personnel Commission	11
Senior Executive Assistant	11
Human Resources Admin Analyst	14
Admin Assistant to SUP/BOE	15
Executive Assistant to the Superintendent	15

HAYWARD UNIFIED SCHOOL DISTRICT
2017-2018 CONFIDENTIAL SALARY SCHEDULE
3.10% Effective 7-1-2017

Range	←Step→				
↓	A	B	C	D	E
1	33.38	34.22	35.08	35.96	36.86
2	34.22	35.08	35.96	36.86	37.77
3	35.08	35.96	36.86	37.77	38.71
4	35.96	36.86	37.77	38.71	39.69
5	36.86	37.77	38.71	39.69	40.67
6	37.77	38.71	39.69	40.67	41.69
7	38.71	39.69	40.67	41.69	42.73
8	39.69	40.67	41.69	42.73	43.81
9	40.67	41.69	42.73	43.81	44.90
10	41.69	42.73	43.81	44.90	46.03
11	42.73	43.81	44.90	46.03	47.18
12	43.81	44.90	46.03	47.18	48.35
13	44.90	46.03	47.18	48.35	49.56
14	46.03	47.18	48.35	49.56	50.80
15	47.18	48.35	49.56	50.80	52.07
16	48.35	49.56	50.80	52.07	53.39
17	49.56	50.80	52.07	53.39	54.72
18	50.80	52.07	53.39	54.72	56.08
19	52.07	53.39	54.72	56.08	57.49
20	53.39	54.72	56.08	57.49	58.92

Longevity Increments	Annual
10 years	1200.00
15 years	1800.00
20 years	2400.00
25 years	3000.00
30 years	4200.00
Professional Growth	Annual
Associates of Arts	350.00
Bachelor's Degree	600.00
Confidential Stipend	Annual
	900.00

**Association of California School Administrators
(ACSA)**

CATASTROPHIC LEAVE BANK CONTRIBUTION FORM

Please PRINT the following information. CHECK appropriate box for donation. READ the agreement carefully. SIGN and DATE below. FORWARD to ACSA President via district mail.

Name: _____	H/C Phone: _____
School Site: _____	Personal E-mail: _____
HUSD Employee # _____	<u>or</u> SSN _____ - _____ - _____

- Specific Donation for _____ Site _____**
 _____ day(s) contributed (Can only be processed if a "Request" form has been submitted by this specific employee.)

- General Leave Bank Contribution**
 _____ day(s) contributed

As a member of the Association of California School Administrators, I wish to contribute from my annual illness/injury leave to the ACSA Catastrophic Sick Leave Bank and I agree to the following, pursuant to *Agreement between HUSD and ACSA, Section 4300*:

I acknowledge that my contribution is **voluntary** and **irrevocable**;

1. I pledge that I shall ***not*** initiate any demand, claim, or cause of action alleging that my contribution to the bank should be rescinded and;

2. I hold the District, ACSA and their agents ***harmless*** against any suit or administrative claim alleging that the sick leave bank is unlawful or that my contribution to the bank was unlawful and should be returned, and;

4. When donating days to a specific individual, I understand that any days not used by the individual will be ***transferred*** to the Catastrophic Leave General Bank.

Member Signature: _____ **Date:** _____

ACSA President: _____ **Date:** _____

Human Resources Signature: _____ **Date:** _____

**Hayward Unified School District
Board of Education**

**Mrs. Lisa Brunner, President
Dr. Luis Reynoso, Vice President
Dr. Robert Carlson, Clerk
Mr. William McGee, Member
Dr. Annette Walker, Member**

Administrative Staff

**Matt Wayne, Ed.D., Superintendent
Peter Parenti, Ed.D., Assistant Superintendent, Educational Services
Delia Ruiz, Assistant Superintendent, Human Resources
Chien Wu-Fernandez, Associate Superintendent, Student & Family Services**