

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**DELANO JOINT UNION HIGH SCHOOL
DISTRICT**

AND

**DELANO JOINT UNION HIGH SCHOOL
DISTRICT**

TEACHERS' ASSOCIATION/CTA/NEA

July 1, 2023 to June 30, 2026



(October 13, 2023)

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ARTICLE I

AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Delano Joint Union High School District (District), and the Delano Joint Union High School District Teachers Association / CTA / NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code ("Act"). [E.E.R.A.]
- C. This Agreement shall remain in full force and effect from the date of ratification by the parties through June 30, 2026 or until a successor Agreement is ratified.
- D. During the intermediate years of this Agreement (2024-2025 and 2025-2026) the parties agree to reopen Articles addressing Salaries, Health and Welfare Benefits, Calendar, and up to two (2) Articles for each side. In addition, the parties agree to reopen any topic or Article by mutual agreement.

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ARTICLE II

RECOGNITION

- A. The Board of Trustees recognizes the Association as the Exclusive Representative of all provisional (including interns), probationary and permanent certificated non-management employees of the District, full time Adult School employees eligible to be on the certificated salary schedule, as well as summer school employees from the bargaining unit, excluding nurses, speech pathologists, psychologists, substitutes, part-time Adult School employees, and management, confidential, and supervisory employees and any other positions reflected on the administrative salary schedule.

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ARTICLE III

ASSOCIATION RIGHTS AND OBLIGATIONS

- A. Association communications, which are posted on District property, may be posted only on Association bulletin boards at each school site. The authorized Association representatives shall be responsible for the posting of all such Association authorized notices and contents thereof. All notices, prior to posting, shall be signed by the authorized Association representative. No member of the administration will assume any responsibility for the preparation, posting, or distribution of material for the Association. The Association may use Microsoft Teams for Association communications before and after school hours, on break time or lunch. The Association understands that it is required to adhere to the District's Acceptable Use Policy and that such communications are not private and in fact may be subject to public disclosure.
- B. Official Association literature may be distributed in the school site mailboxes to the unit members if it bears the name of the Association and the name of the official Association representative assuming responsibility for distributing such literature.
- Movement of mail between school sites shall be hand delivered by Association officers or representatives and not distributed through the District mail system.
- The Association may utilize the District e-mail system for regular communication between officers, executive committee, school site representatives, members of standing committees, and negotiating team, subject to the District's technology use policy. E-mail communications shall be generated or sent on non-assigned time (i.e. before and after school, on break time and lunchtime).
- C. The following regulations shall govern Association rights and the use of District buildings:
1. The Association shall have the right to use school buildings provided that:
 - a. Such use does not interfere with or impair the educational program in any way;
 - b. Use has not already been granted under statute or District regulations; and
 - c. The Principal has prior written notification.
 2. If the use of said school building(s) by the Association results in any additional expense to the District, the Association shall reimburse the District for such expense.
- D. The Association shall have the right to use District equipment, such as typewriters, computers, and duplicating devices for Association purposes. The Association shall reimburse the District for the cost of copies or duplicated materials. It is understood and agreed that students shall not be involved in the

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preparation and/or presentation of any Association material including, but not limited to, grievances, notices, etc.

- E. Representatives of the Association shall have the right to inspect during regular working hours of the District Administration any public documents, provided that such right does not interfere with the representative's teaching responsibility. The Association President shall be provided with one (1) copy of the public documents requested within five (5) district office workdays. The Association will be billed for any additional copies at the same rate charged any other public organization.
- F. The Association shall file with the District Office within ten (10) district office work days after the adoption of this Agreement, and keep current thereafter, the following information:
1. Name, mailing address and telephone numbers of the Association;
 2. Name and mailing address of each area, state or national organization with which it is affiliated; and
 3. Name, mailing address and telephone numbers of the local officers and representatives authorized to represent the Association and its members.
- G. The Association may use up to a total of five (5) contractual workdays of release time for Association business at District expense. An additional six (6) contractual workdays of release time may be used by the Association provided that the Association promptly reimburses the District at the normal substitute rate of pay. In any case, the Association must provide the district with at least one (1) contractual workday prior notification.
- H. The Association will act as a bonding agent for unit members for Building Master keys to a maximum of four hundred and fifty dollars (\$450.00). The District will provide the Association with a list of unit members issued building masters. A list will be provided within fifteen (15) district office workdays following issuance of keys. Any additions or deletions will be noticed within a fifteen (15) district office workday period. The Association's responsibility shall be limited to two (2) losses per individual. Any additional loss (beyond the two (2) above) shall be the financial responsibility of the individual unit member.
- I. The Association President or Vice-President shall be provided one (1) paid release period per day. The cost of the period will be paid by the District. Any changes in Association President based on May elections will result in the paid release period commencing the following school year.
- J. At a time designated by the District, the Association President, or designee, will be provided an opportunity to meet with unit members for up to one hour during the new hire orientation. The Association President, or

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designee will have the opportunity to meet with unit members hired after the start of school at a time mutually agreed to by the District and Association.

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ARTICLE IV

LEAVES

Sick Leave

- A. A unit member under contract for a full-time assignment shall be granted ten (10) days of sick leave per school year. Such benefit shall take effect on the opening day of the first semester. Non-used sick leave shall be cumulative from year to year in any assignment. A unit member working less than full-time shall be granted sick leave in the same ratio that his/her employment bears to full-time employment. Any Unit Member working in excess of the regular school year shall be granted additional sick leave in the same ratio that his/her employment bears to full-time employment. Use of current annual sick leave need not be accrued prior to taking such leave. When a unit member has exhausted all of his/her accrued sick leave due to a continuing illness or injury, the employee shall receive full pay less the cost of a substitute, or to the substitute had one been employed, for a period not to exceed the remainder of the school year. Summer school teachers will be permitted to use up to two (2) days of sick leave (up to two days of no-tell days) during the summer session (120 hours). (One day per 3 week session). Any days in excess of two (2)) days or one day per 3 week session shall result in loss of pay. The two days of sick leave shall include any days utilized for personnel necessity. Use of bereavement leave is excluded from this provision. For computational purposes, a full-time summer school assignment will be treated in the same manner as a regular school year assignment.
- B. The District may request for just cause verification of any absence, including, but not limited to, a physician's statement. Unit members returning to work from extended illness (including surgery) or injury absences shall be required to present a doctor's release prior to returning to duty.

Pregnancy/Maternity Leave

- C. A leave of absence shall be granted to any unit member for that period of time during which the unit member, in the judgment of her physician, is unable to perform her duties due to pregnancy, miscarriage, or childbirth, and recovery therefrom.
1. The unit member's allowable sick leave may be used for such leave.
 2. The duration of the leave of absence, including the date on which the leave shall commence and the date the unit member shall resume duties shall be determined by the unit member and the unit member's physician. The unit member shall notify the District superintendent of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate. The unit member will provide the District with as much prior notification as possible.

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3. The District shall grant up to two (2) days of maternity/paternity leave upon request when the birth of the unit member's child is imminent. This leave shall not be deducted from any other leave and must be taken within ten (10) calendar days of the birth of the child. At the unit members request, and with the approval of the superintendent, a unit member will be granted a maternity/paternity leave without pay following or in lieu of pregnancy leave. A unit member's request shall not be denied unreasonably or without good cause.
4. The District shall grant Child Bonding Leave to the extent required by Education Code Section 44977.5.

Industrial Accident Leave

- D. Industrial accident or illness leave is granted to a unit member who has an accident or illness arising out of and in the course of his/her employment with the District. All unit members shall be entitled to (in any one (1) fiscal year for the same accident or illness) sixty (60) days of industrial accident or illness leave during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District. Such industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 1. Allowable leave shall not be accumulative from year to year, except that when an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of unused leave due him/her for the same illness or injury.
 2. During any paid industrial leave absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member's appropriate salary warrants for payment of unit member's full salary and shall deduct normal retirement and other authorized contributions.
 3. Any unit member receiving benefits from an industrial accident or illness leave shall, during the periods of injury or illness, remain within the state of California, unless the District authorizes travel outside the state.
 4. The industrial accident or illness leave of absence is to be in lieu of entitlement acquired under "use of sick leave". A unit member's absence shall be deemed to have commenced on the date of termination of the Industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated

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sick leave, which when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

5. Industrial accident or illness leave for each occurrence shall cease when temporary disability benefits under Worker's Compensation laws of the state of California are discontinued for the applicable industrial accident or illness.
6. A unit member who is eligible for reemployment and has been medically released for return to his/her duties but fails to accept an appropriate assignment shall be placed on an unpaid leave of absence.
7. When available leaves of absence have been exhausted and the unit member is not medically able to assume the duties of his/her position, he/she shall be placed on unpaid leave. The unit member shall be eligible to return to his/her position upon submission of a physician's statement that he/she is able to assume his/her duties.

Bereavement Leave

- E. A unit member is entitled to a leave of absence not to exceed five (5) days on account of death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.
- F. "Immediate family" means the mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, stepparents, stepsiblings, or any relative living in the immediate household of the unit member. The District may extend bereavement leave for other individuals on a case-by-case, non- precedential basis.

Unpaid Leave of Absence

- G. An unpaid leave of absence shall be granted to a permanent unit member for reasons of health, family emergency, or academic advancement. An unpaid leave of absence for other reasons may be granted by the Board of Trustees. An unpaid leave of absence is an unpaid extended absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months; however, a one (1) year extension may be granted, at the discretion of the Board of Trustees.
 1. A written request for a leave of absence shall be submitted to the unit member's principal and then to the superintendent. The request must specifically state the reason for the request and its duration. The Board will allow the period spent on leave of absence for academic advancement to count toward a salary step increase; although such increase will not be allowed for any other leave of absence.

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2. Unit members given leaves of absence for an academic year shall give the District written notice on or before April 1 of their intention to return.
3. A request for a leave based upon a reason not specified in this Article will be considered by the Superintendent and the Board from the standpoint of value to the District, urgency of the request, and the employment record of the unit member making the request.
4. An application for a leave of absence for reasons of personal health must be supported by a written recommendation from a licensed physician and before reinstatement, a statement must be furnished from a physician indicating that the returning unit member is physically capable of performing all assigned duties.
5. Upon return from Unpaid Leave, the unit member may be assigned to another location and assigned such classes as he/she may be qualified to teach.

Legislative Leave

- H. A certificated unit member who is elected to the State Legislature shall be granted a leave of absence without pay. The leave of absence shall not affect his/her classification. Such unit member has the right within six (6) months after his/her term of office expires to return to the position held at the time of his/her election and at a salary he/she would have been entitled had he/she not been elected to the Legislature.

Jury Duty

- I. Bargaining unit members must notify the District within five (5) days from the receipt of a summons for jury service. Bargaining unit members will be entitled to leave without loss of pay when called for jury duty. This shall be accomplished by the bargaining unit member turning in a printed verification of jury service from jury services. The bargaining unit member will sign over the jury duty check to the District in exchange for receipt of the bargaining unit member's regular payroll check.

1. The total time required for jury duty, reasonable travel time, and the remainder of the bargaining unit member's workday shall not exceed the bargaining unit member's regularly assigned workday. This provision does not obligate the District to pay a bargaining unit member for more than the number of hours in the bargaining unit member's regular workday.

Sabbatical Leave

- J. Sabbatical leaves, for a period of up to one (1) year [twelve (12) months], may be granted by the District upon submission of an application in writing. Applicants must be employed by the District for at least

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seven (7) consecutive years and shall agree to remain at least two (2) years after their return. Applicants who do not return shall be obligated to repay any salary received from the District during the leave.

1. Applicants for sabbatical leave shall file an application with the District office as soon as possible, no later than May 1 of the year prior to the year for which the leave is requested. The application with the superintendent's recommendation shall be submitted to the Board of Trustees for approval. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. Any cost associated with obtaining the certificate of health shall be borne by the applicant.
2. In addition, the request for sabbatical leave shall state the activities the unit member expects to engage in, the educational benefits to be derived by the District in terms of new courses or new information for use in courses taught by the unit member.
3. Sabbatical leaves granted in any one school year shall not exceed three (3) unit members, based upon seniority. Seven (7) years must intervene between successful sabbatical leaves for any one unit member.
4. Sabbatical leaves shall be granted for the following reasons:
 - a. Sabbatical Leaves for Study
 1. Applicants who apply for sabbatical leaves for study shall agree to undertake a full load as defined by the individual institution.
 2. Applicants shall have a stated purpose and goal for taking college work so that it would be mutually beneficial to the District (i.e., work toward an advanced degree, academic study in depth in a subject matter in which they are teaching, or research projects directly related to the school or District). Work toward a credential is a personal obligation for self-advancement and may not mutually benefit the District and unit member and should not, in itself, be grounds for sabbatical leave. This, however, does not rule out the possibility of a unit member obtaining an advanced credential while completing the objectives of the sabbatical.
 3. Courses shall be exclusive of correspondence courses.
 4. Upon completion of the leave, and within sixty (60) calendar days of the unit member's return to duty, a written report of findings and conclusions along with transcripts usable for reinforcement of teaching in the subject area shall be submitted for their information to the superintendent and forwarded to the Board of Trustees.

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b. Sabbatical Leaves for Travel

1. Applicants for sabbatical leave under this provision shall submit a statement of the proposed itinerary and goals and purposes for such leave. The leave must have a direct contribution to the unit member's field and classroom activity. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the unit member's services with respect to the particular educational field in which he/she is engaged.
2. Upon completion of the leave, and within sixty (60) calendar days of the unit member's return to duty, a written report on findings and conclusions usable for reinforcement of teaching in the subject area shall be submitted for their information to the superintendent and forwarded to the Board of Trustees.
5. The superintendent may authorize an extension of time for the report not to exceed one (1) semester for the purpose of completing the necessary requirements.
6. Sabbatical leaves for less than one (1) year duration may be granted.
7. Compensation during a sabbatical leave shall be computed as fifty percent (50%) of the salary that the unit member would have received had he/she remained in his/her regular position, plus one hundred percent (100%) of the District's paid health and welfare benefits, but not including payment for special assignments or extra-curricular activities.
8. Time spent on sabbatical leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for health and welfare benefits provided the requirements established for the sabbatical leave have been satisfactorily met.
9. Upon return from sabbatical leave, the unit member may be assigned to another location and assigned such classes as he/she may be qualified to teach; however, the District will make every effort to return the unit member to his/her original position.
10. The unit member shall notify the principal of the school to which the unit member is assigned, as to when the unit member will return or will be available for a conference. The principal shall notify the unit member by letter or telephone call of his/her next year's assignment, not later than July 7 of the summer in which the unit member returns from sabbatical leave. The principal, upon receiving notice from the unit member shall inform the unit member of any assignment changes or intended

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changes at the earliest possible date.

11. The unit member who elects to receive sabbatical leave compensation in monthly payments during his/her leave, must post a bond guaranteeing service to the District for a period which is equal to twice the period of leave following his/her return. The bond shall be exonerated in the event of the failure of the unit member to return and render the agreed upon period of service caused by the death or physical or mental disability of the unit member. If the Board of Trustees finds, and by resolution declares, that the interest of the District will be protected by the written agreement of the unit member to return to the service of the district and render the agreed upon period of service therein following his/her return from the leave, the Board of Trustees, in its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner though a bond is furnished.

Travel Credit

- K. A unit member shall receive academic credit for salary schedule purposes for approved travel. In order that a unit member receive such credit he/she must comply with the provisions of this section in addition to the rules and regulations of the Transcript Evaluation Committee (T.E.C.). An applicant who wishes to receive credit for travel will submit an application with the proposed itinerary to the T.E.C. and Superintendent's office at least two (2) weeks in advance of the travel date. Such application will include an itinerary of the trip and will indicate the specific ways in which the proposed travel will contribute to the improvement of the unit member's performance with respect to the particular educational courses in which he/she is teaching. Such travel, in order to qualify for credit, must be specifically approved by the T.E.C.

In addition, upon completion of the travel, and within sixty (60) calendar days of the unit member's return to duty, a written report on findings and conclusions usable for reinforcement of teaching in the subject area shall be submitted for approval to the T.E.C. The report shall set forth unit member's experience and include a statement of the benefits. A description of the trip alone will not satisfy the requirement.

Personal Necessity Leave

- L. A maximum of all accrued sick leave of absence for illness allowed pursuant to this Agreement may be used by the unit member in cases of personal necessity as determined by the unit member provided, however, that the matter was of compelling personal importance and could not be handled at a time other than during the regular school day.

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1. Advance request for permission to take a personal necessity leave shall be given by the unit member to the District at least three (3) work days in advance of the day on which the personal necessity leave is intended to be taken unless the necessity involved is of such a character to make it impossible to provide such three (3) work days notice in which event such request for permission shall be made as soon as possible in advance of taking such leave. Advance permission shall not be required in the event of death or serious illness of a member of the unit member's immediate family, an accident involving the person or property of the unit member or of the unit member's family as such term is defined in California Education Code, or due to item seven (M.7.) below. The manner of proof of such leaves shall be in the form of a statement in writing, dated and signed by the unit member setting forth the nature of the personal necessity involved. Such request shall be granted so long as the conditions of this paragraph are met.
2. During any one work year, as established in Article XIV, a bargaining unit member may use up to two full-day "No-Tell Days" which are non-cumulative.
 - a. "No-Tell Days" are defined as personal necessity leave days that may be used, consistent with existing contractual provisions relating to personal necessity leave, and with the following additional provisions:
 1. When using a "No-Tell Day," a bargaining unit member is not required to specify the reason for the absence.
 2. "No-Tell Days" may not be used on any of the following working days:
 - a. On a day immediately after a weekend or contractual holiday.
 - b. During the first (5) working days of a given semester.
 - c. On days when final exams are scheduled.
 - d. For bargaining unit members at a specific school site: when staff development is scheduled for all bargaining unit members during regular working hours; when WASC visitation events are scheduled; when "Back to School Night" is scheduled; or when a special event is scheduled involving all bargaining unit members during regular working hours..
 3. No more than three (3) bargaining unit members may use a "No-Tell Day" at any school site on any workday. If more than three (3) bargaining unit members

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request to use a "No-Tell Day" at any school site on a particular date, requests shall be approved in the order received.

b. "No-Tell Days" shall be limited to the equivalent of the employee's contractual workday and shall be charged in one-day blocks of time.

3. Summer school teachers will be permitted to use up to two (2) days of sick leave (up to two days of no-tell days) during the summer session (120 hours). (One day per 3 week session). Any days in excess of two (2) days or 1 day per 3 week session shall result in loss of pay. The two days of sick leave shall include any days utilized for personnel necessity. Use of bereavement leave is excluded from this provision. For computational purposes, a full-time summer school assignment will be treated in the same manner as a regular school year assignment.

M. The following are examples of situations in which personal necessity leave may be used:

1. Death of a member of the unit member's spouse or spouse's immediate family.
2. Accident involving the unit member's person or property or the person or property of his/her immediate family.
3. Serious or critical illness of a member of the immediate family.
4. Required appearances in court as litigant or as a witness under an official order, but if a bargaining unit member sues the district in a court of law, and loses the suit then he/she loses personal necessity leave related to the case. If the bargaining unit member wins the suit, no personal necessity leave will be deducted nor will his/her salary be affected.
5. "Fatherhood" - presence of the father at the time of birth of his child or when birth is imminent.
6. "Funeral attendance" - actual attendance at a funeral of a distant relative, friend, neighbor, or employee limited to one (1) day.
7. "Transportation difficulties" - unforeseen circumstances involving transportation or storm conditions that prevent the individual from getting to school, provided that the unit member notifies the principal as soon as possible. No such deduction will be taken when the school is on a foggy day delay schedule and a unit member is unable to report to work because of the fog until the late opening.
8. "Immediate family" as used in this section is as defined in paragraph F. of this Article.

N. It is understood and agreed that Personal Necessity Leave shall be used in accordance with Education Code

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§44981 and cannot be used for honeymoons and vacations.

Family Care and Medical Care Leave

O. The Governing Board shall grant family care and medical leave to eligible bargaining unit members in accordance with this section and current state and federal law. Bargaining unit members taking this leave shall be reinstated in the same position(s) upon returning from family care leave. Stipend positions will be maintained unless as a consequence of this leave, the bargaining unit member is unable to perform the required duties of a specific stipend position at least 75% of the time required for the duties of the stipend position.

P. Bargaining unit members who take medical leave for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.

Q. **Definitions:**

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of an instructional bargaining unit member standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the bargaining unit member when the bargaining unit member was a child.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

1. Inpatient care in a hospital, hospice, or residential health care facility, or
2. Continuing treatment or continuing supervision by a health care provider.

R. **Eligibility:**

Any eligible bargaining unit member who has served the District more than one continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law.

S. **Family care leave may be used for the following reasons:**

1. Because of the birth of the bargaining unit member's child, and in order to care for the child.
2. Because of the placement of a child with the bargaining unit member for foster care or in the connection with the bargaining unit member's adoption of the child.
3. In order to care for the bargaining unit member's child, parent or spouse (including domestic partner) with a serious health condition.

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4. Because of the bargaining unit member's own serious health condition which makes the bargaining unit member unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

T. Terms of the Leave:

1. Family care leave shall not exceed 12 workweeks during any 12 month period. The duration of this leave may be extended on a case by case basis, in a non-precedential basis.
2. This 12 month period shall coincide with the fiscal year.
3. Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, a bargaining unit member may be entitled to take Child Bonding Leave in accordance with Education Code 44977.5.
4. Leaves taken for the birth or placement of a child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a part-time leave schedule unless the District and the bargaining unit member agree otherwise.
5. If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child.
6. During the period of family care and medical leave, the bargaining unit member may elect to use his/her accrued leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

U. Requests, Advance Notice and Certification:

The bargaining unit member shall give the District at least 30 calendar days written advance notice of his/her need for family care and medical leave. If the bargaining unit member learns of the need for this leave fewer than 30 calendar days in advance, he/she shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the bargaining unit member shall make a reasonable effort to schedule the treatment or supervision to minimize disruption of District operations. This scheduling shall be subject to the health care provider's approval.

A bargaining unit member's request for family care and medical leave shall be supported by a notice from the bargaining unit member. The notice shall include all of the following:

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1. A statement that the condition is consistent with the definition of a serious health condition as defined by the FMLA in Section 825.114 for the person requiring care;
2. The date on which the serious health condition began;
3. The probable duration of the condition;
4. The relevant medical facts within the knowledge of the health care provider regarding the condition, released only with the consent of the bargaining unit member;
5. If the bargaining unit member is requesting leave because of his/her own serious health condition, the notice shall state that due to the serious health condition, the bargaining unit member is unable to perform the functions of his/her job; and
6. If the bargaining unit member is requesting leave to care for a child, spouse, or parent who has a serious health condition, the notice shall also include the health care provider's estimate of the amount of time needed for the care.

V. Maintenance of Benefits:

During the period of family care leave, the bargaining unit member shall continue to be entitled to participate in and receive the District's contribution toward the District's life, medical, dental and vision plans. The bargaining unit member shall continue to be entitled to participate in disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefits plans, and/or any other bargaining unit member welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

- W. Maintenance of Status: The bargaining unit member shall retain his/her bargaining unit member status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement.

X. Reinstatement:

Upon granting a bargaining unit member's request for family care leave, the District shall guarantee to reinstate the bargaining unit member in the same position(s) when the leave ends.

Y. Intermittent/Reduced Work Schedule Leave:

Leave related to the serious health condition of the bargaining unit member or his/her child, parent, or spouse may be taken intermittently or on a reduced work schedule when medically necessary.

Z. Notifications:

In accordance with law, the District shall notify bargaining unit members of their right to request family care leave. When bargaining unit members request family care and medical leave, the District shall provide them with notice detailing the specific expectations and obligations involved, including:

1. Whether the bargaining unit member's paid leave may be substituted: sick leave, personal necessity leave, or a request for an unpaid leave of absence;
2. The requirements for initial medical certification and certification upon return;
3. Health Benefit arrangements;
4. The bargaining unit member's right to restoration to the same position; and
5. The bargaining unit member's potential liability for health benefits should the bargaining unit member not return to service.

AA. Return to Work:

Leave under this provision shall terminate whenever the bargaining unit member returns to continuous active service following notification as provided below:

Leave under this section shall terminate on the third working day after the date the bargaining unit member indicates that he/she can return to work in the written notice provided by the bargaining unit member to his/her immediate supervisor.

The return notice shall specify: that the bargaining unit member is on leave pursuant to this section, that the bargaining unit member will return to continuous active service, and the date upon which the bargaining unit member will return to continuous active service (must be at least three (3) working days after notification).

A bargaining unit member who, while on leave under this provision, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

BB. Procedures:

Leave under this section shall commence on the date indicated by the bargaining unit member in the leave notice provided by the bargaining unit member to his/her immediate supervisor.

The leave notice shall specify the following:

- * the date the leave commences;
- * the anticipated pattern of leave use if the bargaining unit member will not be absent continuously;

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* whether other paid leave will be utilized as part of the FMLA leave; and

* the anticipated date of return to continuous active service.

CC. FMLA Options:

In addition to the provisions contained herein, Family Care and Medical Leave may be granted for other family members on a case-by-case, non-precedential basis.

DD. Catastrophic Leave Guidelines

1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. Members of the employee's family who are included for this leave include spouse, children and parents.
3. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
4. The District shall determine:
 - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
 - b. That the employee has exhausted all accrued paid leave credits.
5. When the above verification and determinations are made, the District shall approve the transfer of accrued sick leave credits.
6. The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
7. Any employee, upon written notice to the District, may donate no more than two (2) accrued sick leave days per request to the requesting employee at a minimum of one (1) day and full day increments thereafter. Donating employees must maintain at least one year's sick leave accrual in their individual sick leave account. All transfers of eligible leave days shall be irrevocable once the donation is credited to the receiving

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employee's leave account.

8. Benefiting employees may use donated leave credits for up to a maximum of the days donated.
9. An employee who receives paid leave pursuant to this program shall use any and all leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
10. The Superintendent or designee shall ensure that all donations are kept confidential.
11. Donations requested shall not normally exceed the amount needed.
12. These guidelines shall be applied on a case-by-case basis and subject to review on a yearly basis.

EE. Pay Deductions related to Individuals with Six Period Assignments

1. If a unit member has available contractual leave (e.g., sick leave, PN leave, bereavement leave), there is no pay dock in relation to a 6th period assignment.
2. If a unit member is on extended sick leave (i.e. they have exhausted their contractual sick leave and personal necessity leave), and if there is an intermittent, routine absence (using sick leave or personal necessity leave), then the unit member will have a "sub dock" for their regular assignment, and a full dock for a 6th period assignment.
3. If a unit member is on a long-term contractual leave (e.g. FMLA), then the unit member will have a "sub dock" for their regular assignment, and a full dock for a 6th period assignment.
4. If a member is approved for FMLA prior to utilizing all available contractual leave, then the unit member will have a "sub dock" for the regular assignment and full dock for a 6th period assignment, and contractual leave would remain intact.
5. If a unit member is on an unpaid leave of absence, then the unit member receives no salary and no benefits, regardless of any contractual leave that may be available.
6. The parties will meet and negotiate in the event of questions of contractual interpretation relating to Article IV as applicable to six period assignments.

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ARTICLE V

MEMBERSHIP DUES

Membership Dues or Fees and Payroll Deductions

- A. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization and as confirmed in a written notification from the Association, the District shall deduct one-tenth of such dues from the regular salary warrant of the bargaining unit member each month for ten months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- B. Withdrawal from the Association will be in accordance with the Association's bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association. The Association is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.
- C. The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.
- D. The Association and the District hereby agree as follows:
 - 1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board (PERB) challenging the legality or constitutionality of the membership dues provisions of the Agreement or implementation thereof provided that the Association shall have exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
 - 2. The Association shall indemnify and hold harmless the District, its officers, agents and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board (PERB) challenging the legality or constitutionality of the membership dues provisions of the Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine

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whether any such actions or proceedings referred to shall be compromised, resisted, defended, tried or appealed.

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ARTICLE VI

SUMMER SCHOOL / ADULT SCHOOL / PROGRAMS BEYOND THE
REGULAR SCHOOL DAY OR SCHOOL YEAR

Summer School:

- A. Anticipated Summer School offerings shall be posted by the District on District bulletin boards at all school sites no later than April 15. Both parties recognize that on rare occasions summer school offerings may occur which prevent a ten (10) contractual workday posting. On such occasions, notification will be provided bargaining unit members no later than the last contractual workday. No posting of Summer School offerings shall occur after the last contractual workday.
- B. Tentative Summer School assignments shall be made no later than May 15.
- C. Notification of assignment to Summer School shall be in writing and shall include the subject(s) to be taught and the location(s) of the assignment(s).
- D. Unit members who apply for vacant positions in Summer School shall be awarded the positions provided they meet the following criteria, which shall be applied sequentially:
 - 1. Credential;
 - 2. Unit member's formal evaluations in past Summer School(s). See paragraph G.
 - 3. Unit member within that program or department during the current school year;
 - 4. Seniority (numbers of years taught in the department or program);
 - 5. Seniority (District seniority); and
 - 6. Unit member's relevant training and experience.
- E. If Paragraph D. (1, 2, 3, and 4) are equal, then D. (5 and then 6) shall determine which unit member fills the position.
- F. If a member is denied a position, the District shall provide, upon written request, a written statement of the reasons for the denial.
- G. Continued employment in Summer School will be based on successful performance as demonstrated through the evaluation procedures of the respective programs as established for the District in this agreement. "Satisfactory" and "Satisfactory with Reservation" are deemed Satisfactory. In the event that a summer school staff member receives an unsatisfactory evaluation during a summer school session, the staff member shall lose rollover rights and be precluded from teaching summer school during the subsequent summer

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school session, and shall be treated as a new applicant in the next set of summer school postings for which the member qualifies to be an applicant.

- H. It is understood and agreed that class offerings in Summer School Programs shall be offered or continued only if sufficient student enrollment(s) warrant the continuation of said class (es).
- I. Summer School: The summer school salary shall be fixed at \$7,100.00, instead of a floating stipend, for a full 120 hours of service during the summer session. Any service less than 120 hours would be pro-rated.
- J. To secure rehire rights for a succeeding year, an applying bargaining unit member must have worked at least seventy-five percent (75%) of the previous contracted summer school session. Any exception must be agreed upon between the Delano Joint Union High School District and an Official Association Representative (TA President or designee).
- K. For staffing relating to Summer School, the District shall maintain a list of qualified applicants, ranking unit members in accordance with paragraphs D, E, F, & G above. Once all unit members on this list are employed or have declined employment for that specific position, and if positions are still available, the District may hire any qualified applicant of its choice.
- L. Summer school teachers will be able to use only two (2) days of sick leave (up to two days of no-tell days) during the summer session (120 hours). (One day per 3 week session). Any days in excess of two (2) days or one day per 3 week session would result in loss of pay. The two days of sick leave would include any days utilized for personnel necessity. Use of bereavement leave is excluded from this provision.
- M. The District may offer summer session Adult School Classes that may include non-adult students. Vacancies for these positions will be filled according to Article VIII with the exception that Bargaining Unit Members not teaching at other District summer schools will be selected before Bargaining Unit Members teaching at other District summer schools. Compensation will be at the contractual Adult Education rate in Appendix B. The maximum number of separate and distinct summer school assignments that may be held by any one (1) bargaining unit member shall be one (1), unless an assignment exists that cannot be filled by any other qualified bargaining unit member. The District shall not fill a summer school assignment with a non-bargaining unit member unless no qualified bargaining unit member is available and willing to fill the position.

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- N. Any Dual Enrollment class that will be offered during Summer School will be displayed on the agreed upon Summer School Application. The additional stipend for any Dual Enrollment class taught during Summer School will be \$250 per session.

Adult School:

- A. Anticipated part-time Adult School position(s) taught for the summer period only shall be posted by the District on District bulletin boards at all school sites no later than April 15.
- B. Tentative part-time Adult School assignments for the summer only shall be made no later than May 15.
- C. Anticipated Adult School Year both full-time and part-time, openings and/or vacancies shall be posted by the District on District bulletin boards at all school sites no later than May 15. In addition, all job descriptions and all openings that occur after May 15 will be posted as described in section A of this section (II) and a copy sent to the Association President within one (1) working week of the opening.
- D. Unit members will be eligible to hold a maximum of two (2) Adult School Year Assignments in any Adult School Year. If all available part-time adult summer positions are not filled by the designated deadline(s), unit members, including those who hold two such assignments, may apply for any positions still unassigned.
- E. Notification of assignment to Adult School shall be in writing and shall include the subject(s) to be taught and the location(s) of the assignment(s).
- F. Unit members who apply for vacant positions in Adult School shall be awarded the positions provided they meet the following criteria, which shall be applied sequentially:
1. Credential;
 2. Unit member's formal evaluations as an Adult School(s) Instructor;
 3. Seniority (within the Adult School during the regular school year);
 4. Seniority (District seniority); and
 5. Unit member's relevant training and experience.
- G. If Paragraph F, Section II. (1, 2, and 3) are equal, then F, Section II. (4 and then 5) shall determine which unit member fills the position.
- H. If a member is denied a position, the District shall provide, upon written request, a written statement of the reasons for the denial.
- I. Continued employment in Adult School will be based on successful performance as demonstrated through the evaluation procedures of the respective programs as established for the District in this Agreement.

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Evaluations of "Satisfactory" and "Satisfactory with Reservation" are deemed "successful performance."

- J. It is understood and agreed that class offerings in Adult School Programs shall be offered or continued only if sufficient student enrollment(s) warrant the continuation of said class(es).
- K. For staffing related to part-time Adult School, the District shall maintain a list of qualified applicants ranking unit members in accordance with paragraphs F, G, H, & I of Section II above. Once all unit members on this list are employed or have declined employment, and if positions are still available, the District may hire qualified applicants of its choice.

Paid Positions:

- A. For school programs (Appendix B) staffed by bargaining unit members which operate beyond the regular school day/year, and where staffing levels are determined by student enrollment, participation, and/or funding:
 - 1. Hiring of bargaining unit members for such positions shall be in accordance with the provisions outlined in Article VI (Summer School, Adult School, Programs Beyond the Regular School Day and School Year), Article VIII (Transfers Vacancies), or Article XXXI (Athletic Coaching-Vacancies), as applicable.
 - 2. For staffing needs relating to such programs, the District will develop, maintain, and utilize a list of unit members hired in such positions ranking those members by the duration of time (years) of current and continuous service for each position.
- B. When student enrollment, participation, and/or funding require a decrease in staffing in such program(s), such decrease(s) shall be conducted in reverse order of current and continuous service (years) as indicated in the relevant list described in section III A. 2 above. Student placement in such programs and class size is at the discretion of the District based upon documented student need(s).
- C. Continued employment in paid positions will be based on successful performance as demonstrated through an evaluation procedure for paid positions as established by the District for various programs. Evaluations of "satisfactory" and "satisfactory with reservation" shall be deemed "successful performance".

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ARTICLE VII

GRIEVANCE PROCEDURES

Miscellaneous Provisions

- A. A grievance shall mean an allegation by the Association or by one or more unit members that there has been a misinterpretation or misapplication or violation of the specific terms of this Agreement. A grievant shall be the Association or any unit member(s) covered by this Agreement.
- B. The Association or any unit member may, at any time, present grievances to the employer and have such grievances adjusted as long as the adjustment is not inconsistent with the terms of this Agreement: provided, however, that the employer shall not agree to a resolution of the grievance of the Association or unit member until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- C. Each formal grievance may be preceded by an informal attempt to settle whatever problem exists at the appropriate level prior to the filing of the formal grievance.
 - 1. Written grievances shall contain the following minimum information:
 - a. Name of grievant(s);
 - b. Date of filing;
 - c. Date of alleged contract violation;
 - d. Section(s) of contract allegedly violated;
 - e. Synopsis of relevant facts; and
 - f. Relief requested.
 - 2. Grievances not filed in accordance with these criteria may be rejected as improperly filed. Such rejection shall not extend time limitations herein.
- D. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been properly included in the first grievance.
- E. At all formal levels of the grievance procedure, the grievant shall provide the Association with all details and copies of correspondence relative to the grievance. No reprisal of any kind will be taken by the District against any aggrieved person or participant in the grievance procedure by reason of such participation.

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- F. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- G. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- H. Time limits may be extended or shortened by mutual agreement of the grievant(s) and the District.
- I. With regard to grievances, the District shall grant reasonable release time to the Association. Release time shall be granted to the Grievant, the Grievant's representative, and the Association Representative. The Association will pay for the cost of substitutes for any additional Union representatives. The Association shall provide 24 hour notice of the members needing release time, except for unforeseen and unavoidable circumstances. The Association shall complete the Notice of "EERA" Day Use, and submit it to the District personnel office.

Level One

- J. Within twenty (20) contractual workdays of the occurrence of the alleged misinterpretation or misapplication of the Agreement, the grievant must present the grievance in writing to the site principal. Within ten (10) contractual workdays of receipt of the grievance by the site principal, the site principal shall communicate a clear and concise decision and the reasons for such decision to the grievant(s) in writing. If the site principal does not respond within the time limit, the grievant(s) may appeal to the next level.

Level Two

- K. In the event the grievant(s) is/are not satisfied with the decision at Level One, a written appeal to the superintendent or designated grievance representative must be filed within ten (10) contractual work days of the issuance of the Level One decision or the deadline within which such decision was to be made. The appeal must contain all materials utilized in the first level, including the decision rendered, if any, and a concise statement of the reason for the appeal. The superintendent or designated grievance representative shall hold a conference with the grievant(s) and a representative, if the grievant(s) so desire, within ten (10) contractual work days of receipt of the appeal. Within ten (10) contractual workdays after the conference, a written decision and the reasons for such decision shall be transmitted to the grievant(s). If there is no response within the time limit, the grievant(s) may proceed to the next level.

Level Three - Grievance Mediation

- L. Either party shall request the services of a mediator from the California State Conciliation Service within five (5) contractual work days following written notice from the grievant(s) that he/she/they is/are not satisfied with the decision at Level Two. The parties shall attempt to mediate a settlement to the grievance. In no

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instance will the form or matter of the discussions and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed. Only by mutual agreement may this step in the grievance procedure be bypassed. However, if within ten (10) contractual workdays a meeting date cannot be mutually scheduled with a mediator, the Association may proceed to Level Four.

Level Four - Arbitration

- M. If the Association is not satisfied with the decision at Level Three, it shall, within ten (10) contractual work days of the issuance of the decision or the deadline within which such decision was to be made, submit the issue to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association shall control its participation and financial responsibility to unit members for the arbitration process through internal procedures.
- N. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement; and the arbitrator shall not substitute his judgment for that of the District.
- O. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained herein. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy including monetary damages. No grievance(s) shall be filed regarding:
 - 1. The discharge of a probationary unit member.
 - 2. The failure or refusal of the District to rehire or retain in employment any probationary unit member.
 - 3. The contents of an evaluation.
- P. The decision and award of the arbitrator shall be submitted to the Association and the District Board of Trustees for review and implementation.
- Q. Costs for services of the arbitrator, including, but not limited to, per diem expenses, travel, reasonable subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs including fee for witnesses and conferees or costs of substitutes for witnesses and conferees shall be borne by the party incurring them.

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ARTICLE VIII

TRANSFERS / VACANCIES

- A. For the purpose of the Article, transfers and vacancies covered by this Agreement shall be applied to all schools within the District. Unless involuntarily transferred, provisional and probationary teachers will remain at their assigned school-site until they reach permanency.
- B. For the purpose of this Article, position, transfers, vacancy, assignment, and seniority as covered by the Agreement are defined as follows:
1. Position is defined as a set of duties identified by and contained within an existing job description.
 2. Transfer is defined as a change from one school to another school.
 3. Vacancy is defined as an unoccupied position within the bargaining unit for which no member has re-employment rights. An unoccupied position (vacancy) is created when the District requires certificated service, corresponding to an existing job description, and for which no member has re-employment rights.
 4. Assignment is defined as certificated service required by the District based on and consistent with a position (with corresponding job description) currently held by a bargaining unit member. A six period teaching assignment does not constitute a position under the provisions of this article/Agreement. Within a specific school site, and during the regular work year and the regular work day, the District may assign and/or reassign any bargaining unit member consistent with the minimum qualifications of the position, and consistent with the terms of Article VIII, Article XI, Article XX, and all other applicable contract provisions, with the following exception: at any specific school site, during the regular work year and the regular work day, five or more total class periods of any certificated service corresponding to an existing job description shall constitute a "position" and shall be filled according to the terms of this article.
 5. Seniority is defined as the first contractual day of probationary service in the District excluding additional paid position service.
- C. Once District administration determines that a vacancy exists and that it should be filled, notices shall be posted for at least ten (10) contractual work days (Article XX - Hours of Employment, Section A) prior to the application deadline for "In-House Candidates" on the bulletin board in each school except as noted in Section H of this Article.
- a. All notices shall include:

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1. The position job description;
 2. The Department or Office and/or school site;
 3. Grade level and subject matter to be taught;
 4. All requirements and salary range if not a Bargaining Unit Position;
 5. Credential requirements; and
 6. Affirmative Action Mandates.
- b. During recess periods, i.e., winter, spring, and summer breaks, copies of notices of vacant positions declared at that time shall be emailed to the Association President.
- c. Unit members who meet the requirements of the job description and who apply for any vacancy in a school within the District shall be awarded the position provided they meet the following criteria:
1. The unit member's credential and any credential limitation.
 2. The unit member's relevant training and experience, defined as follows: Relevant is defined as: having a significant applicability to a specific vacant position (position is defined as a set of duties identified by and contained within an existing job description).
Training is defined as: an extent, measure, or scope of knowledge and skills, acquired by a bargaining unit member that has been trained and who is qualified or proficient in relation to a specific vacant position.
Experience is defined as: an extent, measure, or scope of practical knowledge and skills, acquired by a bargaining unit member and derived from direct observation of, or participation in, events or in a particular activity.
 3. The unit member's employment history, potential for success as indicated in evaluation of past job performance. Evaluations of "Satisfactory" and "Satisfactory with Reservation" shall be deemed successful performance.
 4. Affirmative Action, Title I, or State or Federal court or agency mandates.
 5. The unit member's district seniority, more specifically, if more than one unit member applies for a vacancy and seeks a vacancy to the same position and more than one unit member meet the criteria, then the most senior member who is qualified shall be awarded the position. EXCEPTION: This stipulation is omitted from the process as agreed upon in Article XXXI (Athletic Coaching Vacancy) of this Agreement.

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- d. All positions listed in Appendix B shall be posted.
- e. The following shall be excluded from the posting provisions of Article VIII: resource teachers, voluntary paid staff development opportunities, Teacher Induction Program and District Mentoring programs, and occasional small group curricular work.

D. **Voluntary Transfers:** A voluntary transfer is one which is initiated upon the application of a member of the bargaining unit. Any unit member who meets the posted criteria may apply for a posted vacancy and receive consideration by the District. A unit member may request that a transfer take effect either during the school year or at the beginning of the next school year. The request shall be made on a form supplied by the District for this purpose and filed with the District Office.

1. All voluntary transfers shall include, but not be limited to the following criteria:

- a. The unit member's credential and any credential limitations.
- b. The unit member's relevant training and experience, defined as follows:

Relevant is defined as: having a significant applicability to a specific vacant position (position is defined as a set of duties identified by and contained within an existing job description).

Training is defined as: an extent, measure, or scope of knowledge and skills, acquired by a bargaining unit member that has been trained and who is qualified or proficient in relation to a specific vacant position.

Experience is defined as: an extent, measure, or scope of practical knowledge and skills, acquired by a bargaining unit member and derived from direct observation of, or participation in, events or in a particular activity.

- c. The unit member's employment history and potential for success as indicated in evaluations of past job performance. Evaluations of "Satisfactory" and "Satisfactory with Reservation" shall be deemed successful performance.
- d. Affirmative Action, Title I, or State or Federal court or agency mandates.
- e. The unit member's seniority, more specifically, if more than one unit member seeks a transfer to the same position and more than one unit member meets the criteria, then the most senior unit member who is qualified shall receive the transfer.

E. **Involuntary Transfers:** Involuntary transfers shall be limited to the following:

- 1. Replacement of personnel returning from leaves.
- 2. Replacement of personnel returning from categorically funded positions.

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3. Instructional program requirements which may include skills/services in another assignment:
 - a. Elimination or reduction of any programs, curriculum, etc.
 - b. Certificate adjustment to reflect changes in credentials.
 - c. Elimination of a position at the site where the bargaining unit member currently serves.
 4. Involuntary Transfer is one which is initiated by the District. Involuntary transfers deemed necessary by the Administration under provisions of this Agreement shall take into account the influence of the following factors on the educational needs of the District.
 - a. The unit member's credential, training, experience and written evaluations by the District.
 - b. Length of service in the District (where all other factors are deemed substantially the same between unit members for involuntary transfer, the least senior unit member will be transferred).
 - c. Federal, State or Court mandated staffing plans.
 5. Unit members to be involuntarily transferred for the succeeding school year shall be given written notice within ten (10) calendar days of the decision to transfer.
 6. Unit members to be involuntarily transferred shall not be reduced on the certificated salary schedule or suffer loss of seniority or health and welfare benefits.
 7. Nothing in this Article shall preclude informal arrangements providing for exchange of unit members between unit member duties, provided that such arrangements receive the approval of the specific unit member involved, the site principal involved and the superintendent. Management agreement to any such informal arrangements is discretionary and shall not have presidential value in future cases.
- F. Transfers shall not be made or denied for punitive, arbitrary or capricious reasons.
- G. If a transfer is made or denied, the unit member shall be provided with the specific reasons in writing within ten (10) calendar days of the request. The unit member must make a request in writing for the reasons within ten (10) calendar days.
- H. Procedures for vacancies of existing bargaining unit positions occurring after March 31 and during the summer shall be filled by using the Fall Opening Request Form, Appendix C of this Agreement. Any position posted or vacant as of the first regular school day shall fall under Article VIII, Section C of this Agreement.
- I. Exceptions. The selection of Department Chairs and Teacher Induction Support Providers are excluded from the provisions of this Article and will be chosen according to Article XXVII for Teacher Induction Support Providers and by the Site Administrator after interviewing for Department Chairs.

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1. Specific dual enrollment laboratory courses that extend beyond the regular school day (example: Chemistry Lab) or other 90 + hour courses that exceed the district's semester hours and require additional minutes that are not able to be met during the course of a regular district semester will also be excluded from the provisions of this article. The instructor teaching the specific class will provide the additional instructional minutes on designated days. The instructor will receive compensation at the extra duty rate of pay for instructional time beyond the regular school day.

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ARTICLE IX

ASSIGNMENT / REASSIGNMENT

- A. For the purpose of this Article, Assignments and Reassignments covered by this Agreement shall apply to all schools within the District. In all cases, the District shall determine when assignments and reassignments shall be made among unit members.
1. At initial employment, unit members shall be assigned on the basis of need, the best interest of the District and specific qualifications of the unit member. Specific qualifications shall include but not be limited to a unit member's credential, training and experience.
 2. Assignments within a school are the responsibility of the site principal and/or administrative designee and any request for change shall be made to this individual.
 3. Nothing in this Article shall preclude informal arrangements providing for exchange of unit members between unit member duties, provided that such arrangements receive the approval of the specific unit members involved, the site principal and the superintendent. Management agreement to any such informal arrangements is discretionary and shall not have precedential value in future cases.
 4. All courses offered by the District shall be assigned to a qualified bargaining unit member. Each assigned course shall be held during a contractual class period. Persons excluded from the bargaining unit under Article II shall not be assigned to serve as a teacher of record for any course offered by the District. Bargaining unit members assigned to serve as a teacher of record shall be responsible for implementing district policies relating to student records and student supervision consistent with the applicable job description.
- B. Reassignment shall be defined as a change in a unit member's major assignment from one department to another department. Changes in assignment shall not be made for punitive, arbitrary or capricious reasons.
- C. Major Assignment shall be defined as three (3) or more class instruction periods in one department.
1. Reassignment shall be made before August 1 for the unit member to adequately prepare for the opening of the school year. In the event of inadequate prior notice, the unit member will be granted no fewer than two (2) or no more than ten (10) contractual work days before taking over the reassigned position to prepare for the reassigned position. The decision will be made in consultation with the unit member, department chairperson, and the on-site administrator.

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2. If, after the commencement of the work year, it is necessary to reassign a unit member, the site principal or administrative designee will discuss the situation with the unit member prior to making the reassignment.
3. Unit members who are reassigned after the start of the school year will be provided with no fewer than two (2) or no more than ten (10) contractual workdays of release time to prepare before taking over the reassigned position.
4. Professional responsibilities shall be assumed by staff members who have a major assignment or more as defined in Section D above.

D. Split Assignment

1. The provisions of Articles VIII, "Transfers/Vacancies", Article IX, "Assignment/Reassignment", and Article XX, "Hours of Employment", are hereby altered to allow a split assignment (which requires actual travel throughout the workweek) between schools in the District.
2. A split assignment shall be voluntary on the part of the assigned teacher. In the event that the District determines that a split assignment (requiring actual travel throughout the workweek) is necessary, and that no teacher has volunteered to take the split assignment, the District may assign a teacher to the split assignment on an involuntary basis, consistent with Article VIII, Section D.4.
3. Any split assignment (where a bargaining unit is required to travel throughout the work week) between a comprehensive high school and a continuation high school shall not exceed five (5) teaching periods plus one (1) preparation period between the two school assignments per day. The total student contact time or preparation time is altered to equal the actual assigned periods versus any requirements of Article XX - Hours of Employment.
4. Any bargaining unit member who serves in a split assignment (and who travels throughout the workweek) among comprehensive high schools (total of 5 teaching periods) shall be compensated at \$1,500.00 per school year, prorated at \$8.33 per day for each date of the split assignment (requiring travel).
5. Between comprehensive high schools only, a teacher may teach 6 periods and shall be compensated at \$1,500.00 per school year, prorated at \$8.33 per day for each date of the split assignment (requiring travel).
6. Any bargaining unit member who serves in a split assignment (and is required to travel) between a comprehensive high school and a continuation high school shall be compensated at \$1,500.00 per school year, prorated at \$8.33 per day for each date of the split assignment.

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7. A bargaining unit member serving in a split assignment will receive the Appendix B "Required Service Beyond the Regular School Day" hourly rate for attending Back to School Night at additional school sites. Teacher collaboration time for bargaining unit members on split assignment will be determined by the site principal or designee in collaboration with the bargaining unit member.

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ARTICLE X

CLASS SIZE

- A. It is recognized that an artificial limitation on class size would not take into account the wide variety of differences in learning environments that presently or potentially exist, and it is also recognized that there is a relationship between class size and the potential for student success. It is further recognized that there are natural limitations in certain classrooms based on physical limitations.
- B. The District recognizes these various differences and will attempt to maintain class sizes which are appropriate to a good learning environment.
- C. The District shall consult with the appropriate department chairperson if a disagreement arises.

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ARTICLE XI

CONVENTIONS AND MEETINGS

- A. Unit members may attend conventions, conferences and meetings with prior authorization from the superintendent. Necessary and actual expenses and transportation costs shall be granted for authorized attendance at those professional gatherings concerned with the welfare of the students of the District, with improved services and operating needs for the District, and/or the improvement of the instructional programs and school curriculum. Reasonable transportation costs shall be allowed for authorized attendance at professional gatherings concerned primarily with the welfare and status of the unit members of the District. The Association and the District will work together to support weekend, holiday, and summer conference attendance whenever possible. Unit members shall be required to provide, upon request, either an oral or written report to the Superintendent or his/her designee, regarding the conventions and/or meetings attended.

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ARTICLE XII

CONSULTATION RIGHTS

- A. The Association has the right to consult as defined in the E.E.R.A. with the Delano Joint Union High School District on any matters related to the operation of the District. When the Association desires to exercise this right to consult on the above-mentioned areas, the superintendent or designee shall meet with the Association when it is mutually convenient.
- B. The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered.
- C. The purpose of such meeting shall be to ascertain the views of the Association regarding those issues subject to this consultation process.
- D. The District shall consult with the Association in a cooperative manner on new or revised District policy.
- E. The parties agree to meet and consult regarding changes in bargaining unit Full Time Equivalents for the Delano Joint Union High School District.
- F. Consultation as used herein does not require agreement of the parties.

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ARTICLE XIII

DISTRICT OBLIGATIONS

- A. No later than November 1 of each contract year the District shall upon written request by the Association furnish the Association, at no charge, a scattergram of personnel on the salary schedule as of October 15 of each contract year.
- B. The District shall provide the Association, at no charge, a copy of the certificated directory by September 15.
- C. The District shall supply the Association with a list of names and status of all new certificated unit members within ten (10) district office workdays following their employment date.
- D. The District shall provide the Association, within ten (10) district office workdays of ratification of the Agreement, the name, mailing address and telephone numbers of the officers and representatives authorized to represent the District concerning this Agreement. The Association shall be notified of any changes of job descriptions within ten (10) district office workdays.
- E. The District shall provide the Association with the current job descriptions of all administrators by September 15. Any changes in job descriptions shall be forwarded to the Association within ten (10) district office workdays.
- F. Except in emergencies, necessary repairs and maintenance of classrooms shall be made at a time which will not interfere with the instructional program. Should the health, safety or welfare of staff and/or students be endangered, immediate action shall be taken by the District to correct the problem.
- G. Bargaining Unit Members, assigned to temporary or part-time administrative duties, shall be the legal responsibility of the District while performing those duties.

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ARTICLE XIV

SCHOOL CALENDAR

- A. For the school years contained within the term of this Agreement, unless otherwise negotiated, the work year for unit members shall consist of a maximum of one hundred eighty- three (183) days of which one hundred eighty (180) days shall be student attendance days and the other three (3) days shall be Mandatory Staff Development Days (2 1/2 days used at the discretion of the District and 1/2 day used for teacher classroom preparation time. Counselors, Child Development Director, and Student Activities Directors will be required to work one hundred eighty- three (183) days plus a total of nine (9) additional days.
- B. The School Calendar(s) shall be attached as an Appendix to this Agreement. The Monday after Easter shall be a non-work day for members of the bargaining unit.
- C. Student Activities Directors:
 - 1. Bargaining unit members serving in a position of student activities director at comprehensive school sites shall continue to receive a stipend and shall continue to serve nine duty days beyond the regular work year (to be scheduled by the site principal or designee), consistent with the provisions of Appendix B. These provisions do not apply to bargaining unit members serving in the position of Student Activities Director at a continuation school site.
 - 2. Bargaining unit members serving in the position of Student Activities Director at comprehensive sites shall continue to be assigned three instructional periods for program-related duties. A bargaining unit member serving in the position of Student Activities Director at a continuation site shall be assigned one instructional period for program-related duties.
 - 3. In the event that a bargaining unit member holds more than one position requiring duty days beyond the regular work year, these days shall be cumulative, and shall not be served concurrently. All such duty days shall be served between July 1 and June 30 for any corresponding regular work year.
- E. Counselors:
 - 1. Counselors shall continue to serve nine duty days beyond the regular work year, to be scheduled by the site principal or designee, and shall be compensated according to Appendix A. All such duty days shall be served between July 1 and June 30 for any corresponding regular work year.

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2. Counselors with fewer than five assigned hours of counseling shall serve and be compensated for additional duty days beyond the work year as follows:

One school hour of counseling: one extra day.

Two school hours of counseling: three extra days

Three school hours of counseling: five extra days

Four school hours of counseling: seven extra days

3. In the event that a bargaining unit member holds more than one position requiring duty days beyond the regular work year, these days shall be cumulative, and shall not be served concurrently. All such dutydays shall be served between July 1 and June 30 for any corresponding regular work year.

F. FFA Advisor:

1. The FFA Advisors(s) will work on a rotational basis, in which the agreed upon schedule between Advisor(s), will be subject to approval by the site administration. In the event that a schedule cannot be agreed upon among the FFA Advisors, Site Administration will have discretion to provide an equitable schedule. Advisor will supervise students in all aspects of their projects, including the maintaining of cleanliness of their project area. The advisors will report any maintenance issues that need to be completed in accordance with work order process. The 12-month FFA Advisor stipend will be paid out in two portions as services have been rendered. The compensation of this stipend will be paid on the MID-A Payroll. This first portion will be paid out in January and the second portion will be paid out in July.

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ARTICLE XV

DISTRICT RIGHTS AND POWERS

- A. The District retains all its powers and authority to direct, manage and control its operation to the full extent of the law, except as modified in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

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ARTICLE XVI

NEGOTIATIONS WAIVER

- A. During the term of the Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in the Agreement or not, even though such subject matter may not have been within the knowledge or contemplation of either the District or the Association at the time they met and negotiated on and executed this Agreement.

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ARTICLE XVII

NEGOTIATIONS PROCEDURES

- A. Not later than the first regularly scheduled meeting of the Board of Trustees in February in each year of this Agreement, the Association shall make a public presentation of its initial bargaining proposal(s).
- B. Not later than the first regularly scheduled meeting of the Board of Trustees in March in each year of this Agreement, the Board shall have completed the public notice provisions of the Act. The initial schedule for bargaining shall be arranged within five (5) contractual workdays of the completion of the public notice provisions.
- C. Meetings shall be scheduled at mutually convenient times and places. Every reasonable attempt will be made to negotiate at least bi-weekly for a minimum of four (4) hours until a successor agreement or impasse is reached.
- D. No more than five (5) Association representatives shall have reasonable periods of release time for negotiations without loss of compensation. Both the Association and District shall strive to equate negotiating time between release time and non-duty time.
- E. The Association shall, upon request, receive District documents and reports which relate to negotiations. Said documents and reports will be delivered within a reasonable time after the request has been made.
- F. Sideletters, MOU's, Settlements:
 - 1. Sideletters, MOU's, or settlements agreed to by the parties that affect and/or clarify terms and conditions of provisions of the Agreement shall be attached as an appendix to the Agreement.
 - 2. Said Sideletters, MOU's, or settlements shall be reviewed for possible inclusion, modification and/or ratification as part of any successor contract negotiations.
 - 3. Two official copies of the document shall be maintained. One copy shall be maintained in the District Office and one copy shall be maintained by the Association President.
 - 4. Two official copies of the Certificated Paid Position Job Descriptions shall be maintained. One copy shall be maintained in the District Office and one copy shall be maintained by the Association President.
 - 5. Representatives of the parties (District and Association) shall review the official copies at least once each fiscal year normally on or before April 15th of each year.

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ARTICLE XVIII

PERSONNEL FILES

- A. A unit member shall be permitted to review the materials in his/her personnel file which may serve as the basis for affecting his/her evaluation or the status of his/her employment. The review of material shall not include rating, reports or records which are:
1. Obtained prior to his/her employment;
 2. Prepared by an identifiable examination committee member;
 3. Obtained in connection with a promotional examination; and
 4. Confidential files from a school or private placement office.
- B. All materials placed in the file shall be dated and signed by the person who caused the material to be placed in the file.
- C. Every member shall have the right to inspect such materials, and permission shall be granted provided that the request is made during regular office hours and at a time when the unit member is not required to render service to the District.
- D. Unit members may request of the Superintendent that material(s) which is/are three (3) years old or older be reviewed, and the superintendent may remove such material(s) after Board action following all Title V California Administrative Code regulations for the Destruction of Records.
- E. Material(s) shall not be entered or filed unless and until the unit member is given a copy of the material(s) and an opportunity to review and make the final comment thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. In the event the bargaining unit member does not receive a stamped copy of the material(s) or an opportunity to review and comment thereon, such material(s) shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.
- F. A unit member may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her personnel file.
- G. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such logs shall be available for examination by the unit member or his/her authorized Association representative.

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- H. Hearsay or material(s) proved to be false following an investigation shall be immediately removed from a unit member's personnel file by the Administration.
- I. The District retains the right to remove from the files, prior to inspection, items not subject to review as defined in Section A. The District also retains the right to make a listing of items contained in the file prior to the review by the unit member and/or his/her representative. The unit member and/or his/her designee, with power of attorney (in absence of unit member), may review in private the material(s) in his/her personnel file.
- J. Access to a unit member's personnel file shall be limited to a need-to-know basis. Authorization must be obtained from either the Superintendent or Personnel Office. The contents of all personnel files shall be kept in the strictest confidence.

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ARTICLE XIX

EVALUATION PROCEDURES FOR PAID POSITIONS

- A. The District shall view the evaluation as a positive situation for unit members. Every attempt shall be made to demonstrate methods of improving the performance of unit members who receive unsatisfactory evaluations. It is the District's responsibility to make these attempts in good faith with the ultimate goal of improvement of the performance by the unit member.
- B. The responsibility for formal unit member evaluation rests with each school principal. Only non-unit Board approved administrative personnel may evaluate unit members. The District will publish a list of unit member evaluators by site.
- C. Procedures for unit member school term evaluation:
 - 1. Probationary and provisional unit members shall be formally evaluated at least once per year.
 - 2. Permanent unit members shall be formally evaluated at least once every other year and shall designate the period for the full period observation during the pre-conference process except as provided in Section H herein.
 - 3. Evaluation shall be based on unit member performance which shall include observations.
 - 4. Unit members are required to sign all formal evaluations. The signature indicates only that the unit member has reviewed the evaluations and received a copy.
 - 5. A unit member shall be granted, upon request, an additional conference with the evaluator following any evaluation. The conference shall be of sufficient length for each party to thoroughly review their respective positions.
 - 6. Peer evaluation, self-assessment, and hearsay shall not be part of the evaluation process.
 - 7. All Education Code provisions apply to the school term evaluation process.
 - 8. Procedures for unit member school term evaluation are further described in Appendix G.
- D. Expected levels of performance: School Term, Extra Duty, Adult School, Summer School.
 - 1. Unit member evaluation shall be based upon the requirements of the specific job description for the position(s) to which the unit member is assigned. Job description(s) shall be developed with

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consultation between the Association and the District. Such job description(s) are hereby incorporated into this Agreement by reference and are specifically made a part of this Agreement. Each bargaining unit member shall receive a copy of his/her job description(s) before the beginning of each contract year or special assignment. Elements of an employee's personal life shall not be considered during the competency evaluation process.

2. The District will publish yearly (by October 15th) a schedule for evaluation of all stipend positions. Evaluations for other than school term assignments shall be completed in a timely fashion.
3. Peer evaluation, self-assessment and hearsay shall not be part of the evaluation process.
- E. Both parties acknowledge that changes in Board Policies related to certificated employee evaluations shall be subject to negotiations, if those policy changes are inconsistent with existing contract language.
- F. Summer evaluations shall be conducted on an informal basis except where identified need exists. Summer evaluations shall be conducted based on evaluation for paid position rather than the formal provisions of this Article.
- G. Assessments of classroom activity performed by outside consultants shall not be a part of the evaluation process.
- H. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Section 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at anytime.
- I. It is agreed that in the event that a bargaining unit member transfers from one school site to another school site after October 15th of a particular school year, the District may notify the bargaining unit member of a new or revised evaluator assignment for that particular school year. The parties agree that such notification shall occur within ten (10) working days of the effective date of the transfer. All other timelines associated with certificated evaluation procedures shall remain unchanged.

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- J. Any Teacher teaching a Dual Enrollment Class will be evaluated by the College/University in which the class corresponds. The Dual Enrollment Evaluation from the outside College/University will have no bearing on the District evaluation the teacher receives during the normal school year.

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ARTICLE XX

HOURS OF EMPLOYMENT

- A. Full time regularly employed unit members, unless otherwise provided for in this Article, shall be employed a maximum of seven and one half (7-1/2) hours per day. The normal workday shall be between 7:40 a.m. – 3:15 p.m. or 8:30 a.m. and 4:05 p.m. A contractual workday shall be one of the contracted 183 teacher days. The District shall provide at least 180 days of pupil instruction.. For any school years covered by this Agreement, unless otherwise negotiated, the work year for unit members shall consist of a maximum of one hundred eighty- three (183) days of which one hundred eighty (180) days shall be student attendance days and the other three (3) days shall be Mandatory Staff Development Days.
- B. On those days that instruction ends earlier than normal and a staff meeting has not been scheduled within what would have been a normal workday, the aforementioned unit members need not remain longer than thirty (30) minutes after such earlier ending. It is recognized that occasional meetings, assigned duties and conferences will require attendance on campus beyond the normal workday and all unit members will remain on campus when so requested. This provision does not apply to co-curricular duties that are compensated. Based on this recognition, unit members may request of their principal that they be released earlier than normal departure time. Such approval is at the discretion of the principal. This provision applies also to counselors. Bargaining unit members who intend to leave campus during the normal workday shall be required to notify the on-site principal or designee or sign-out before leaving campus. School days shortened to accommodate a staff development activity shall not result in a shortened workday for staff.
- C. The normal workday for Comprehensive High Schools, unless otherwise negotiated, shall not exceed two hundred seventy five minutes of classroom instruction with five fifty-five (55) minute periods and one (1) additional fifty-five (55) minute preparation/conference period and shall conform to the instructional minute requirements of SB 813. Testing schedules, minimum days, and staff development schedules are not normal workdays and are not subject to the 275 instructional minute requirement. The parties acknowledge that the length of passing periods may be adjusted based on legislative action during the term of this Agreement.
- Six Period Assignments. Classroom teachers assigned a 6th period will be compensated in accordance with Appendix A as follows: 1) those on years 1-15 of the schedule will receive 1 and 1/6 times the appropriate salary from Appendix A, and 2) those on years 20, 25, and 30 of the schedule will receive 1 and 1/6 times

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the 15 year salary in the appropriate column plus whichever longevity stipend(s) the employee has earned. Six period assignment compensation for bargaining unit members serving at comprehensive high schools may be delayed until the second pay warrant after the initiation of the sixth period assignment at the beginning of an academic semester.

Counselors. The normal workday for full-time Counselors shall be between 7:40 a.m. – 3:15 p.m. or 8:30 a.m. and 4:05 p.m. Counselors with a full-time assignment do not have a preparation period. During the normal workday, Counseling assignments shall be consistent with the qualifications and essential functions contained in negotiated counseling-related job description. Full-time Counselors may, with the consent of the unit member, be assigned the equivalent of a six period assignment during the regular work day, provided that the assignment is based on the negotiated job description other than the negotiated counseling-related position. Full-time Counselors with a normal workday of 7:40 a.m. – 3:15 p.m. may, with the consent of the unit member, be assigned the equivalent of a six period assignment during zero period or 7th period; full-time Counselors with a normal workday of 8:30 a.m. to 4:05 p.m. may, with the consent of the unit member, be assigned the equivalent of a six period assignment during 1st period or 8th period. Counselor lunch periods shall be scheduled by the site principal or designee; the exact time of the lunch period may vary for reasons including but not limited to special schedules and student needs. Counselor(s) will have the same allotted time for lunch as a site classroom teacher. The parties acknowledge that any proposed changes in the normal workday are subject to negotiations.

D. Continuation School / Alternative Education Schedule:

The normal workday at a Continuation/Alternative High School, unless otherwise negotiated, shall not exceed 275 minutes of classroom instruction with six (6) forty-five (45) minute periods and one (1) additional fifty (50) minute period, with one of those 7 periods designated as a preparation/conference period. Classroom teachers assigned a 7th period will be compensated in accordance with Appendix A as follows: 1) those on years 1-15 of the schedule will receive 1 and 1/6 times the appropriate salary from Appendix A, and 2) those on years 20, 25, and 30 of the schedule will receive 1 and 1/6 times the 15 year salary in the appropriate column plus whichever longevity stipend(s) the employee has earned. The parties acknowledge that any proposed changes in the normal workday are subject to negotiations.

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- E. Additional classroom instructional time will be compensated at (.001 x base) per hour for unit member's substituting during their preparation/conference period. Minimum compensation shall be one (1) hour. Volunteers shall be used when available. If unavailable, unit members may be assigned on a rotating basis except counselors, who shall not be assigned.
- F. Any tutorial program utilized shall select instructors from voluntary bargaining unit members at a rate of the required service beyond regular school year/day as specified on the District certificated salary schedule. This program may be changed by mutual consent of the Association and the District.
- G. Six testing periods of one-hundred twenty (120) minutes each shall be scheduled for each semester final. The testing shall be done over a three (3) day period at the Comprehensive High Schools schedule for six periods.
- H. A minimum day (240 minutes) shall be scheduled the work day preceding winter breaks, spring break, and Memorial Day break. In the event there exists an insufficient number of instructional minutes (less than 500) above the State required minimum (64,800 instructional minutes), due to natural disaster or weather conditions, the minimum day shall not be scheduled on the last working day preceding Memorial Day break. Should minutes be available, additional early release days shall be added as to provide two (2) additional early release days in the Month of May.
- I. Specific working hours for full time teachers in the Delano Adult School will be mutually agreed upon by the teachers and the principal according to the needs of the individual programs of the school.
1. The normal workweek will be thirty-five (35) hours.
 2. Student/client supervision time will be thirty (30) hours per week.
- J. For Comprehensive High Schools only:
1. Any work outside contractual hours must be with the consent of the teacher;
 2. Must be based on demonstrated program need;
 3. Copy of justification and consent agreement to Teachers' Association president within five (5) working days.
 4. Any other hourly deviation shall be pro-rated upon the teacher's hourly rate; and
 5. Possible period configurations:
1 2 3 4 5 6
2 3 4 5 6 7
0 1 2 3 4 5
other configurations with teacher's consent.

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Assignments to a 2 - 7 period schedule shall be made based on the following criteria:

- a. With the consent of the existing staff member(s);
 - b. New hires (including emergency credential staff); and
 - c. Least senior existing staff.
4. A teacher whose workday begins with a 1st period or a 2nd period must be on campus 15 minutes prior to the 1st period or 2nd period.
- K. In the event that an insufficient number of teacher(s) are available to provide supervision for students in their assigned classroom(s) and bargaining unit member(s) are required to supervise one or more class(es) in addition to their own regular teaching assignment, the bargaining unit member shall receive additional compensation at the rate of or required service beyond the regular school day for the additional class(es) to be supervised. Compensation shall be paid on an hourly basis. Additional compensation shall not be required for supervisory duties associated with scheduled assemblies, existing supervisory schedules, and incidental supervision during the normal course of duty, or other planned school events taking place during regular working hours.
1. In the event that an extended leave (more than 15 workdays) of a counselor occurs or a need is determined by site administration prior to the 15 days, the following procedure will be followed:
- a. A substitute counselor will be obtained, or counselors who are assigned to take on additional workload shall receive additional compensation at the rate of pay-required service beyond the regular school day.
 - b. Site administration will determine the need for the assignment of additional workload. No individual counselor will be assigned more than two (2) additional hours per day.
 - c. It is understood that the additional workload (up to two (2) additional hours per day) assigned to any given counselor does not relinquish responsibilities or obligations from their regularly assigned job duties or current caseload.

L. Wednesday Late Starts

Wednesday late starts will follow the "foggy day" work schedule and will take place on a bi-weekly basis. The schedule for Late Starts will be provided to all staff on or before the first day of District professional development. Programs for certificated staff will be provided from 7:40 – 9:40 AM. The period from

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9:40 – 10:00 AM shall be for staff break. Agendas for late starts will be provided to certificated staff the Friday before the week of each late start. Late starts may be revisited in successor negotiations. Late starts will be revisited in the event there is structural change in supplemental and concentration funding.

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ARTICLE XXI

SAVINGS

- A. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B. At the request of either party, the parties shall meet not later than ten (10) regular school days to renegotiate the provision(s) affected by such court decision.

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ARTICLE XXII

STATUTORY CHANGE

- A. Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
- B. Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within thirty (30) days of such amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.

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ARTICLE XXIII

SALARIES

- A. For the 2023-2024 fiscal year:
1. All bargaining unit members will be placed at their appropriate step and column of the salary schedule in Appendix A consisting of five (5) columns (BA+30; BA+45; BA+60; BA+75; and BA+90).
 2. Provisions of Appendix B shall be based on \$41,963.00.
 3. Staff substitution hourly rate shall be paid at \$50.00 per hour.
 4. The salary schedule (Appendix A) in effect July 1, 2023 shall be adjusted by a total of six and one-half (6.5%) percent with the start of the 2023-2024 school year.
- B. Extended service increment shall be every five (5) years at the increase of the following ratios of the base [total cumulatively with the District based on seniority date]: (These amounts shall be pro-rated for a partial year i.e., February – June.)
1. Beginning the twentieth (20th) year .05 X Base of BA+ 30, Step 1
 2. Beginning the twenty-fifth (25th) year .10 X Base of BA + 30, Step 1
 3. Beginning the thirtieth (30th) year .20 X Base of BA + 30, Step 1
- C. The District shall attach to monthly "other assignments" warrants an itemized list showing the computation of each separate item.
- D. The District, at the option of the unit member, shall deposit regular monthly warrants in the bank of the unit member's selection.
- E. Use of personal car shall be compensated at a rate of what the Internal Revenue Service allows per mile.
- F. Salary Payment for Additional Paid Positions is located in Appendix B. Base shall be \$41,963.00. A bargaining unit member who is employed in a stipend position may decide, with District consent, to share a percentage of his/her stipend with another Board-approved individual who is assisting the bargaining unit member in the performance of his/her duties. The holder of the stipend position shall remain responsible for the performance of all of the duties of the stipend position. The holder of the stipend position shall determine the percentage of the stipend to be shared with the Board-approved individual. Requests for sharing of stipends shall be submitted in writing to the Superintendent. If approved, the District shall implement the financial sharing of the stipend.
- G. From May 2018 Dual Enrollment classes-Modify the compensation from \$500 per semester to \$500 for the first section taught and \$300 for each additional section per semester.
- H. Salary Placement Guidelines:
- EXPERIENCE:
1. Year for year for outside experience effective with the 2017/2018 contract year..
 2. Experience must be at least 75% of teaching year (135 days).

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3. Experience granted for public school experience only.
4. Substitute service will count only for long-term substitute and must cover 75% of work year (135 days).
5. Day to day substitute service will NOT count as credit for salary placement.
6. Prior military service or Peace Corps service will NOT count for placement on the salary schedule.
7. Effective with the commencement of the 2016-2017 school year:
 - a. Any teacher hired under a Variable Term Waiver, Short Term Staff Permit, Provisional Intern Permit, or Intern Credential during the school year shall be placed at Step 1, Column 1 (BA+30) or Step 1 of the appropriate column.
 - b. For beginning teachers hired for the first time in the District, no more than two (2) years experience on a Variable Term Waiver, Short Term Staff Permit, Provisional Intern Permit, or Intern Credential shall be awarded.

I. DEGREES AND UNITS:

1. A. Graduate Units beyond the BA Degree and units toward a credential will be the primary units for salary placement. Undergraduate courses will be considered only for new areas of authorization or credential certification.
- B. All work must be accompanied by an official transcript from the institution. Only accredited institutions shall be considered for units and/or degrees. The institution must be recognized by the Commission for Teacher Preparation and Licensing and the Kern County Department of Education.
- C. Anticipation of movement of columns on the salary schedule must be presented to District prior to May 15. Official verification of anticipated units must be presented by September 15 in order to receive credit for that school year.
- D. Bargaining unit members are responsible for providing all necessary notices and information for column advancement. Where the column advancement is delayed due to the bargaining unit member's failure to comply with the provisions of this Article, or address any discrepancy in the yearly District Salary Computation Form, the District will go back no more than two (2) years for compensation purposes.
2. Stipends will be paid for both the Master's Degree and Doctorate Degree. A Doctorate degree stipend will be paid for a degree that is in education or a field directly related to the unit member's assignment.
3. Employees new to the District will be placed at BA+30 Column, Step 1 until verification of degree, units, and experiences are received by the District.
4. Employees hired by the District with a Provisional Credential shall be placed at the Column according to verified units, Step 1. Employees will remain at Step 1 until an appropriate credential is received. At that time, appropriate Step placement based on experience shall be made.
5. Employees frozen at a particular step will be granted appropriate credit for units and experience (year to year) when moving across the salary schedule (one column to another column).
6. Unit Conversion: Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that, when added to the other semester

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units, is within one-half (1/2) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number, and the teacher shall be placed on the next column.

7. It is recognized that tenured teachers in the Delano Joint Union High School District need to maintain an authorization to teach English Language Learners (ELL) as required in specific subject areas since the majority of students are ELL.
8. Any teacher currently tenured by the District who does not possess a certification recognized by the State of California Commission on Teacher Credentialing to teach English Language Learners in his/her subject area certification will have the right to meet and confer with the District to develop a plan that allows the tenured teacher to become certified and/or qualified to be authorized to teach ELL in his/her subject area.
9. The District and the Association agree to consult and/or negotiate as appropriate the impact on unit members of any future statutory changes in credentialing requirements.

J. Salary Overpayments.- Any employee who receives an overpayment by the district shall be required to repay the District for any overage. The overage amount equivalent of their net pay plus any voluntary deductions shall be paid by lump sum within 12 months of the date of discovery. Payments can be made and processed by payroll deduction(s) on the gross overage amount with arrangements worked out between the District and the unit member as long as the total gross overage amount plus any voluntary deductions are repaid within 12 months of the date of discovery.

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ARTICLE XXIV

EMPLOYEE BENEFITS

- A. For the 2023-2024 benefit plan year, the District will contribute monthly \$1,592.00 per eligible unit member. Any premium in excess of \$1,592.00 per month during the 2023-2024 benefit year shall be the responsibility of the employee. The \$1,592 .00 is based on the following benefit plans: Anthem Blue Cross 80E/Rx 9-35; Delta Dental (DD2000; A 100/1500); and, VSP (Signature C \$0) ["base benefit plans"]. For the 2023-2024 benefit year, any increases to the base benefit plan premiums set forth above will be shared equally between the District and the unit member until the parties meet to negotiate.
- B. Benefits shall be provided under SISC III.
- C. In addition to any benefits provided in A. and B. above, the District will contribute an annual premium of one hundred dollars (\$100.00) for life insurance through The Standard Company for each unit member.
- D. Unit members on approved leaves of absence shall continue to receive employee benefit coverage for the period of the leave, provided that they pay the employee benefit costs to the District. This right is conditional upon the approval of the insurance carrier.
- E. Should a unit member's employment terminate by resignation or other means excepting layoff during the school year, he/she shall be entitled to continue coverage under the C.O.B.R.A. Guidelines, provided that he/she pays SISC the premium for continued coverage on a month-to-month basis. Should the unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, said unit member shall be entitled to continue coverage under the employee benefit plan until October 1 of the ensuing year by paying the COBRA premium to SISC for such coverage on a month-to-month basis. Should the District owe the unit member money, the District shall reimburse said amount to the unit member and should the unit member owe the District money, the unit member shall timely reimburse the District.
- F. The District agrees that unit members may participate in a tax sheltered annuity program of their own choice and the District will provide payroll deduction for that purpose.

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- G. A unit member covered by this Agreement who retires under the provisions of the State Teachers Retirement System at the age of fifty-five (55) or older, with ten (10) or more years of paid service to the District, shall receive the health and welfare benefit contribution made by the District at the time of his/her retirement.
1. The benefit shall continue in effect until age sixty-five (65) or until becoming eligible for other health and welfare benefits (e.g. Social Security, Medicare A or any National Health Insurance program when enacted).
 2. The term "eligible" shall mean the attainment of the age at which the unit member may apply for the benefits.
 3. If an early retiree dies prior to age sixty five (65), fringe benefit coverage for dependents of the deceased will continue at District expense until the retiree would have been sixty-five (65). This provision is effective only if carriers have no objection.
 4. For unit members who are not guaranteed this eligibility for employer-paid benefits, the unit member may elect, with the approval of the insurance carrier (s), to continue the health and welfare package upon making direct payment to the District.
- H. For the 2023-2026 years, the parties agree that should SISC III become unable to provide health, dental, and vision coverage under the provisions of the Agreement, an employee benefits package of similar coverage shall be chosen by the Association.
- I. This article shall be subject to a yearly reopener during the term of the Agreement.

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ARTICLE XXV

DEPARTMENT CHAIRS

- A. The District shall maintain no more than seventeen (17) department chairs at each comprehensive high school at the rate of .10 X EXTRA DUTY BASE SALARY per year. Department Chairs shall be maintained if five (5) or more sections exist in that department per comprehensive high school site, or if there are less than five (5) sections that exist within each comprehensive high school site but five (5) or more cumulative sections exist within the comprehensive high schools, a Department Chair shall be chosen according to Article VIII (Transfers and Vacancies). The Department Chairs shall be as stated herein below.

DEPARTMENT CHAIRS - COMPREHENSIVE HIGH SCHOOLS

1. AGRICULTURE
2. FINE ARTS (ART, MUSIC & HOME ECONOMICS)
3. BUSINESS
4. COUNSELING
5. ENGLISH
6. FOREIGN LANGUAGE
7. ELD
8. HOME ECONOMICS
9. INDUSTRIAL TECHNOLOGY
10. MATHEMATICS
11. MUSIC
12. PHYSICAL EDUCATION and HEALTH (BOYS)
13. PHYSICAL EDUCATION (GIRLS)
14. SCIENCE
15. SOCIAL SCIENCE
16. SPECIAL EDUCATION
17. HEALTH

A teacher may hold only one (1) department chair position at any one time and must be assigned to a comprehensive high school in order to be a department chair.

- B. Department Chairs for a given comprehensive high school must teach at that high school and have a major assignment in the subject area under the supervision of the department with the following exceptions:
1. If the department chair serves more than one comprehensive high school because less than five (5) sections in that department area exists at one or more comprehensive high school(s) in the district, and/or
 2. There are not enough sections available in the subject for which they are credentialed within the domain of that department (i.e. foreign language), and/or
 3. The unit member has an assignment as either an Activities Director.

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C. Factors Related to Department Chairs, Focus on Learning Chair, Focus Group Chair:

1. The parties understand that Department Chairs, Focus on Learning Chair(s), and Focus Group Chairs are appointed by the Board of Trustees on a year-to-year basis.
2. Department Chairs, Focus on Learning Chair(s), and Focus Group Chairs and are reappointed based on yearly evaluations tied to the job descriptions.
3. Department Chairs, Focus on Learning Chair(s), and Focus Group Chairs shall be notified of non-continuance at least forty-five (45) calendar days prior to June 30th of each year (on or before May 15th).
4. Department Chairs, Focus on Learning Chair(s), and Focus Group Chairs normal service year is a fiscal year period, July 1 through and including June 30. The annual Department Chair, Focus on Learning Chair(s), and Focus Group Chairs stipend covers duties that may be performed throughout this period.
5. The parties recognize that once a Department Chair has "checked out", participation in summer department activities is voluntary and non-prejudicial until the commencement of the next contractual work year.

D. Any vacancy of a Department Chair shall be filled by an interview process.

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ARTICLE XXVI

EARLY RETIREMENT

- A. The parties agree to implement the provisions of California Education Code §22714 and §44929 for those employees who wish to retire before age sixty (60) and who meet the conditions required in §44929. Employees who wish to retire early shall notify the District in writing between March 1 and May 5 so it can be determined if the employees qualify. The permanent retirement window for certificated employees is established beginning March 3 and ending June 30 of each schoolyear.
- B. The District agrees to participate in provisions of California Education Code §22714 and §44929 effective March 15, 2004. Effective in 2005/06, the District must show a savings in order to participate making payments of no more than three (3) years. Unit members must be at least 50 years of age or as prescribed in the statute as amended.

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ARTICLE XXVII

REPORTING OF SUSPECTED CHILD ABUSE

- A. The District shall provide new staff, during the regular contractual workday, or update existing staff with in-service training concerning the reporting of child abuse. A joint committee composed of two members appointed by the Association and two members appointed by the District shall meet with a public, private, or non-profit organization which will conduct this training to plan for and assist as appropriate in conduct of the training.
- B. No later than the end of the first week of school, or each year, the District shall provide each teacher with a copy and explanation of the current laws regarding the teacher's responsibilities of reporting abuse and materials on how to recognize child abuse.
- C. When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor or site administrator shall provide immediate and positive assistance to that teacher in his/her fulfillment of legal responsibilities. Such assistance shall include, but not be limited to, providing copies of the official report forms, agency addresses or telephone numbers, a quiet and private place to complete the forms, friendly and courteous assistance in completion of the forms, and release time for the completion of the forms.
- D. The District shall respect and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities.
- E. The District shall provide all necessary assistance to protect a teacher from attempted harassment or intimidation as a result of having completed and submitted the necessary forms on child abuse.
- F. The District shall provide legal assistance to a teacher who is involved in legal actions as a result of his/her reporting of child abuse while following District policy.

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ARTICLE XXVIII

TEACHER INDUCTION PROGRAM

1. Mentors will be compensated \$1,600 per assigned probationary teacher. The maximum caseload of a Mentor shall be two (2) probationary teachers per Mentor, unless no other qualified support providers are available to serve. Lead Mentor Provider will receive a stipend of \$2,300.
2. The Joint Committee will select Mentors in accordance with induction program requirements and assign probationary teachers. Participation of probationary teachers in the TI program is voluntary. Mentors must participate in training, maintain records, and report on progress as consistent with induction program requirements.
3. The District will be compensating its Mentors at \$1,600 per assigned intern teacher. The maximum caseload of limited emergency permits Teachers per Mentor shall be two (2) teachers, unless no other qualified Mentors are available to serve.

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ARTICLE XXIX

CHARTER SCHOOL

A. This collective bargaining agreement shall be in full force and effect with respect to bargaining unit employees of a dependent Charter School of the District ("Charter School"), except as expressly provided in this Article.

B. Governing Board

Any members of the Delano Joint Union High School District Teachers Association CTA/NEA who serve on the legally constituted Governing Board ("Governing Board") of a Charter School shall be appointed by the DJUHSD Teachers Association Executive Board and will be paid according to governance policy and law.

C. Waiver of Contract Rights

It is recognized that a Charter School is an innovative school and that proposals may be considered which conflict with current District policy and/or current collective bargaining agreements. In the event a proposal of the Governing Board conflicts with this agreement, the Governing Board, following the decision-making procedures established by the charter, may waive any of the provisions of this collective bargaining agreement, excluding the following articles which shall not be waived: Article I (Agreement), Article II (Recognition), Article III (Association Rights and Obligations), Article V (Professional Dues or Fees and Payroll Deductions), Article VII (Grievance Procedure), Article XV (District Rights and Powers), Article XVII (Negotiations Procedures), Article XVIII (Personnel Files), Article XXII (Statutory Change), Article XXIII (Salaries), Article XXIV (Employee Benefits), Article XXVI (Early Retirement), Article XXVII (Reporting of Suspected Child Abuse), Article XXX (Layoff and Rehiring), and Article XXXII (Personal and Academic Freedom). The Teachers Association shall be provided prior notice an opportunity to address the Governing Board regarding a proposal by the Governing Board to waive any provision of this contract.

D. Transfer/Assignment

Transfer/Assignment to a Charter School shall be strictly voluntary. After a Charter School petition has been approved by the State Department of Education, the District shall post at all school sites a copy of the petition

within ten (10) District workdays. Anticipated vacancies will be posted at each school site for ten (10) District workdays.

All applicants for transfer/assignment must read and agree to comply with the provisions of the Charter. Transfer/assignment shall be without loss of pay, benefits, leaves, seniority, rights or status.

E. Reinstatement

Charter School employees who wish to leave the Charter School may apply for transfer pursuant to the voluntary transfer provisions of this collective bargaining agreement.

F. Extra Duty Pay

Charter School employees shall be paid on an hourly basis pursuant to the extra duty pay schedule of this Agreement for all activities in excess of the normal workday as defined in this Agreement, including, but not limited to the following:

1. Curriculum planning and development.
2. Relevant extra duty paid positions as covered in this collective bargaining agreement.

G. Layoffs

In the event that the formation or closure of a Charter School results in a layoff, or if there is a layoff in the District for any other reason recognized by the collective bargaining agreement between the parties, the provisions of this collective bargaining agreement regarding employees' seniority, layoff, and reemployment rights shall govern.

Notwithstanding the foregoing, the Charter School retains the right to interview and select employees for the Charter School. The District, therefore, may not assign teachers to the Charter School, unless that assignment has been requested by the Charter School. Thus, teachers may not use voluntary transfer rights or bumping rights to gain employment in a Charter School.

H. The parties recognize and agree that any independent charter schools (not authorized by the Board of Trustees) established within the geographical limits of the Delano Joint Union High School District are legal entities separate and distinct from the District, and that the District does not have the authority or the

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responsibility to implement the terms and conditions of this collective bargaining agreement in any such independent charter schools.

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ARTICLE XXX

LAYOFF AND REHIRING

A. Prior to Layoffs:

At least fifteen (15) calendar days, prior to the issuance of any layoff notices, the District shall notify the Association of its intent to lay off bargaining unit members and shall be available to investigate with the Association alternatives in lieu of layoffs including pertinent personnel and employee data. For any layoff notification during the period March 15 through May 15 the above shall apply and also include information including, but not limited to, the following:

1. The potential number and names of the unit members involved.
2. The potential number of non-unit members involved.
3. A list of all bargaining unit members ordered by seniority.
4. A list of all substitutes, part-time, and other employees performing bargaining unit work, including the number of hours per week worked by each employee.
5. A financial statement covering current and projected conditions giving rise to the need for the layoffs.
6. A class size report comparing current status with projected impact resulting from the anticipated layoffs.
7. A list of all program and curriculum changes anticipated as a result of the anticipated layoffs.

B. Layoff Notices

In determining which bargaining unit members are to receive layoff notice, the following provisions shall apply:

1. For the purposes of Education Code and this Article, unit members shall be considered competent and qualified to perform those services which their credentials authorize them to perform.
2. No bargaining unit member shall receive a layoff notice if a less senior certificated employee is to be retained by the District to render a service which the bargaining unit member is certificated to render.

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3. Seniority (as defined in Education Code Section 44845).
4. All layoff notices shall conform to the provisions of Education Code and this Article. Copies of this Article shall be furnished concurrently with any layoff notice.

C. Conduct of Hearing

1. The provisions of this Article shall be binding and jurisdictional on the hearing officer or Administrative Law Judge conducting any layoff hearing.

D. Severance Rights

1. A unit member who is laid off shall be entitled, along with his/her dependents, to enrollment in any health and welfare plan offered by the District to unit members. The District shall pay the necessary premiums for six (6) months. Thereafter, the unit member may, if he/she chooses, continue to pay the necessary premiums on a monthly basis, subject to C.O.B.R.A.
2. The District shall assist any unit member who is laid off in obtaining any unemployment insurance benefit to which they are entitled.

E. Recall Rights

1. Full time or part time laid off unit members shall have first priority for filling any vacancy/vacancies, excluding stipend positions, and excluding all positions of Extended Day Teacher, Resource Counselor up to 0.2 FTE, Resource Teacher in core subjects (English, ELD, Health, Mathematics, Science, Social Studies, Special Education), and Tutorial Teacher, for which they are certified with a non-provisional credential, which occur for up to thirty-nine (39) calendar months for permanent employees and twenty-four (24) calendar months for probationary employees following the effective date of his/her layoff. For the purposes of this section, a stipend shall be defined as a fixed amount of compensation that is paid to a bargaining unit member for a defined period of time independent of the quantity of hours worked.
2. If any qualifying vacancy occurs including, but not limited to, temporary and substitute positions, the District shall notify the most senior laid off unit member due to RIF with a credential allowing

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him/her to perform the service required by the vacant position. Such notification shall be by registered letter to the laid off unit member's current mailing address on file with the District.

3. Laid off unit members shall have the right to reject any job offer without waiver of any recall rights. If a laid off unit member waives his/her rights to reappointment for up to one (1) year, such time waived shall be included in computing the time during which they are entitled to recall rights if bound by another contract.
4. Any laid off unit member who is recalled to perform temporary and/or substitute services shall be paid at the rate of pay established in Education Code 44956.(5).
5. No vacant position shall be filled by a new employee unless the District first has recalled all laid off unit members certificated and competent to fill the vacant position.
6. The District shall establish a permanent substitute pool of laid off unit members. Laid off unit members placed into the permanent substitute pool shall be utilized in the order of seniority as established in Education Code 44845.
7. Laid off unit members shall remain bargaining unit members during their recall period.

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ARTICLE XXXI

ATHLETIC COACHING - VACANCIES

- A. All coaching positions shall be filled with applicants who meet the requirements of the Job Description(s) along with Administrative Regulations 4127, 4227, & 4327 outlining required competencies and the Code of Ethical Conduct.
- B. All coaching positions shall be posted for a period of ten (10) calendar days. The parties agree that the posting for coaching positions may be made simultaneously inside and outside the District. All Bargaining Unit Members who meet the requirements of the job description shall be interviewed first for the position. Open Coaching positions shall be first offered to qualified unit members presently employed by the District [Education Code §44919 (b)] as may be interpreted by the California State Supreme Court.
- C. For Vacancies other than Head Coaching positions, applicants meeting the requirements of the job description will be screened, interviewed and recommended by a committee made up of the Site Principal or designee, the Athletic Director, and the Head Coach. The Head Coach will have a weighted vote of two (2). The criteria for selection for vacancies other than Head Coaching positions will be determined by this committee and shall not be governed by any other provision of this Agreement. Recommendations of Bargaining Unit Members by the committees shall be made to the Superintendent. The Superintendent will carry the recommendation forward for consideration by the Board of Trustees.
- D. Should the recommendation(s) of non -Bargaining Unit Members by the committee not be accepted by the Board of Trustees, the position(s) will be reposted and the procedures outlined herein shall be repeated until such time as a recommended candidate is approved by the Board of Trustees. Peer evaluation and self-assessment shall not normally be part of the evaluation process except as may be practiced in sections 32.C. and 32.D. above.
- E. Should a change of level for an Assistant Coach already appointed and ratified by Board action occur, after such ratification, the following process is understood and granted by both parties:
 - 1. The Varsity Head Coach of that sport, after conferring with the committee, may move any remaining approved assistant to any level needed.

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2. The remaining position, after such determined move, shall be the vacancy posted and filled as per Article XXXI Section D.

F. Coaching Assignments by Site:

1. Coaching vacancies are considered site specific,
2. First consideration shall be given to qualified applicants at the site where the vacancy occurs.
3. Should a position be filled with a candidate from a different school site, the assignment shall be filled for one year at a time and shall be reposted at the start of the next school year.
4. Should a unit member with a coaching assignment transfer from one school site to another school site, the coaching assignment shall be considered vacated and shall be posted as a coaching vacancy.
5. Unit members assigned to multiple site may apply and be considered for vacancies at both sites.

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ARTICLE XXXII

PERSONAL AND ACADEMIC FREEDOM

- A. It is the policy of Delano Joint Union High School District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.
1. A bargaining unit member may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law and Board adopted curriculum.
 2. In performing teaching functions, unit members may express their opinions on all matters relevant to the course content, in an objective manner. A bargaining unit member, however, shall not utilize his/her position to indoctrinate pupils with his/her own personal, political and/or religious views.
 3. A unit member shall be entitled to full rights of citizenship, religious, political or personal activities of any bargaining unit member shall not be used for purposes of evaluation, transfer, disciplinary or dismissal action, unless these activities demonstratively and seriously affect the unit member in the performance of his/her duties as defined in his/her job description.
- B. The parties agree that the existence and progress of a democratic society demands that there be freedom of learning in the schools. The parties accept as one of their responsibilities the protection of these freedoms for students and bargaining unit members.
- C. The District has the responsibility to ensure that the school(s) fulfills its obligation to society at the local, state, and national levels. The obligation in behalf of academic freedom requires that the Board cooperate with bargaining unit members in a judicious and open-minded manner in policies and decisions for the preservation of that freedom.
- D. The role of the Board and District requires providing all possible support within the law to bargaining unit members who are making use of their abilities and resources to maintain a climate of academic freedom in the schools.

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- E. The parties recognize that matters of academic freedom depend upon the ability to see the true relationship between the total objectives of the educational program and the values of academic freedom. The parties agree to work cooperatively for a practical and defensible balance.
- F. The parties agree that in matters pertaining to academic freedom, the Delano Joint Union High School District shall consider:
1. The welfare of students, individually and collectively, in the present and for the future;
 2. The maturity of the students;
 3. The sensitivity to the beliefs of the community;
 4. The security and dignity of bargaining unit members;
 5. The status of the problem or issue within the framework of law; and
 6. In the case of instructional materials, the informative, literary, and/or general cultural values which may assist students in intellectual growth and habits of critical thought.
- G. The parties agree that parents/guardians shall have the opportunity to examine the instructional materials used by the teachers of their students, to observe the instruction of their students, and to be informed of the academic progress of their children.
1. The parties agree that for the purposes of this Article, "Parent/Guardian" includes only those persons who have legal standing as the parent or guardian of a student, and that the rights of parents/guardians enumerated in this Article do not extend to other persons.
 2. The parties agree that bargaining unit members shall have the right to refuse to submit to any evaluation or survey conducted by the District, or conducted by parents/guardians or other community members and known to the District, concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; and religious affiliations or beliefs.
 3. The parties agree that the District shall not condone and shall take appropriate steps to prevent parental harassment of bargaining unit members, which includes verbal, visual, or physical

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conduct which adversely affects the bargaining unit member's employment opportunities, has the purpose or effect of unreasonably interfering with the bargaining unit member's work performance, and/or creates an intimidating, hostile, or offensive working environment.

4. The parties agree that teachers shall provide parents/guardians with the opportunity to examine the instructional materials used by the teachers of their children. Each teacher shall maintain an up-to-date student gradebook (with bi-weekly updates) in the District's active student data management system (currently AERIES) to complement the teacher's regular communication with parents regarding a pupil's academic progress.
 - a. Parents/guardians who wish to examine instructional materials used by a teacher of their children must arrange an appointment for this purpose.
 - b. Such appointments shall specify the date and time when the examination of instructional materials shall take place.
 - c. If the District requires the teacher to be present during the examination of instructional materials, the examination shall take place during the workday, excluding the teacher's duty free lunch period. If the District does not require the teacher to be present, the teacher shall be permitted to attend on a voluntary basis at no cost to the District.
5. The parties agree that teachers shall provide parents/guardians with the opportunity to observe the instruction of their children.
 - a. At the request of the District, parents/guardians who wish to observe the instruction of their children, may be required to attend a pre-observation parent conference for the purpose of learning the reasons for the observation and providing the parent/guardian with appropriate pre-observation orientation. If the District requires the teacher to be present during a pre-observation parent conference, the conference shall take place during the workday, excluding the teacher's duty free lunch period. If the District does not require the teacher to be present at a pre-observation parent conference, the teacher shall be permitted to attend on a voluntary basis at no cost to the District.

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- b. Such observations shall take place not less than one working day following the initial request. The frequency of such observations shall not be limited, provided that the parent/guardian does not disrupt classroom instruction. If a teacher determines that a parent/guardian is disrupting the instructional environment, the teacher shall contact a site administrator, who shall arrange for the parent/guardian to be removed from the classroom.
- 6. The parties agree that teachers shall hold “parent conferences” with parents/guardians for the purpose of informing them of the academic progress of their children as well as any other aspects of the learning environment that could affect the academic success of their children.
 - a. Parents/guardians who wish to be informed of the academic success of their children must arrange an appointment for this purpose. Such appointments shall specify the date and time when the “parent conference” shall take place. Such conferences shall not take place outside of the regular workday, during instructional periods, or during the teacher’s duty free lunch period, unless the teacher consents to meet during these times or a substitute is provided.
 - b. At the request of the teacher, a site administrator shall be present during the “parent conference”.

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ARTICLE XXXIII

SATURDAY SCHOOL

1. Lists for Saturday School assignments shall be developed from teachers assigned to that particular high school (site specific).
2. The Saturday School list shall be updated yearly based on hourly seniority of the previous school year at that site.
3. If an employee is called for service, refuses and provides no serve at the assigned school site during the school year, that employee shall be automatically deleted from the previous year's list at that school site.
4. A Saturday School substitute list (non-site specific) shall be developed from the staffs at Valley, Adult School, and/or from the comprehensive high school(s), to be used when seniority lists have been exhausted. Substitute hours shall not be counted toward seniority.
5. If an employee on the list is never called during the school year, that employee shall remain on the seniority list for the subsequent year.
6. Should two employees serve the same number of hours for Saturday School, the seniority position for the subsequent year shall be determined by hire date seniority.

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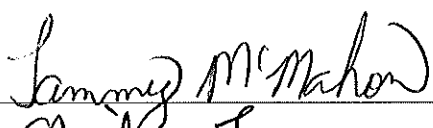
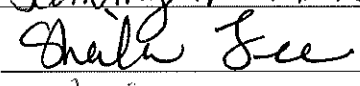
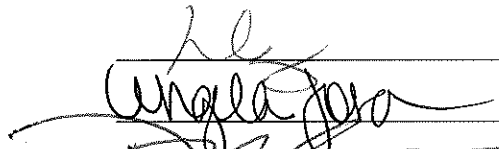
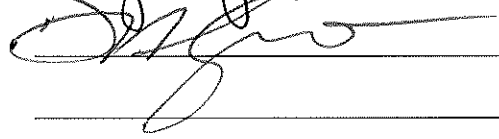
DELANO JOINT UNION HIGH SCHOOL DISTRICT TEACHERS' ASSOCIATION AGREEMENT 2023-2026

RATIFICATION OF AGREEMENT

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

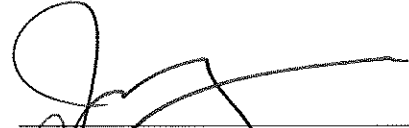


ACCEPTED

**DELANO JOINT UNION HIGH
SCHOOL TEACHERS ASSOCIATION**

Date

**DELANO JOINT UNION HIGH
SCHOOL DISTRICT**

Date

12/12/2023

Date Ratified by the Board of Trustees: January 16, 2024

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APPENDIX A Format

Class I	BA plus 30 semester units and secondary credential authorization for assignment in 9, 10-12.
Class II	BA plus 45 semester units and secondary credential authorization for assignment in 9, 10-12.
Class III	BA plus 60 semester units and secondary credential authorization for assignment in 9, 10-12.
Class IV	BA plus 75 semester units and secondary credential authorization for assignment in 9, 10-12.
Class V	BA plus 90 semester units and secondary credential authorization for assignment in 9, 10-12.

DEGREE STIPEND PAYMENTS: (paid cumulatively)	2023-2024
Masters: .045	\$ 2,789
Doctorate: .09	\$ 5,579

***LONGEVITY PAYMENTS: (Total cumulatively with the District based on seniority date)**

		2023-2024
Beginning	20th year .05	\$ 3,099
Beginning	25th year .10	\$ 6,199
Beginning	30th year .20	\$12,397

*Above amounts shall be pro-rated for partial year (i.e. February - June)

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Comprehensive and VHS

Certificated Salary Schedule

APPENDIX A

2023-2024

	1	2	3	4	5
Years	BA+ 30	BA+45	BA+60	BA+75	BA+90
1	\$ 61,986	\$ 62,691	\$ 66,526	\$ 70,362	\$ 74,194
2	\$ 61,986	\$ 65,183	\$ 69,022	\$ 72,853	\$ 76,687
3	\$ 63,845	\$ 67,679	\$ 71,510	\$ 75,346	\$ 79,183
4	\$ 66,337	\$ 70,171	\$ 74,006	\$ 77,839	\$ 81,673
5	\$ 68,827	\$ 72,662	\$ 76,498	\$ 80,331	\$ 84,162
6	\$ 71,323	\$ 75,156	\$ 78,990	\$ 82,827	\$ 86,660
7	\$ 73,811	\$ 77,650	\$ 81,482	\$ 85,316	\$ 89,153
8	\$ 76,306	\$ 80,139	\$ 83,976	\$ 87,808	\$ 91,644
9	\$ 78,796	\$ 82,631	\$ 86,466	\$ 90,303	\$ 94,135
10	\$ 81,290	\$ 85,130	\$ 88,962	\$ 92,793	\$ 96,631
11	\$ 83,785	\$ 87,620	\$ 91,453	\$ 95,287	\$ 99,188
12	\$ 86,277	\$ 90,109	\$ 93,944	\$ 97,782	\$101,614
13	\$ 88,770	\$ 92,603	\$ 96,436	\$100,271	\$104,106
14		\$ 95,096	\$ 98,929	\$102,763	\$106,599
15			\$101,421	\$105,255	\$109,092

Degree and Longevity Base

5.00% \$ 3,099
10.00% \$ 9,298
20.00% \$21,695

Counselors, Child Development Director (compensation for additional time beyond the contractual work year) 9 days @ daily rate

Student Activities Director at comprehensive site (compensation for additional time beyond the contractual work year) 9 days @ daily rate

Day-Time Adult Education Teachers w/ BA only \$52.65 an hour

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CTE Salary Schedule 2023-2024

Effective July 01, 2023

	BA + 30	Hourly	90%	80%
1	\$ 61,986	\$ 45.16	\$ 40.64	\$ 36.13
2	\$ 61,986	\$ 45.16	\$ 40.64	\$ 36.13
3	\$ 63,845	\$ 46.52	\$ 41.87	\$ 37.22
4	\$ 66,337	\$ 48.33	\$ 43.50	\$ 38.66
5	\$ 68,827	\$ 50.15	\$ 45.14	\$ 40.12
6	\$ 71,323	\$ 51.97	\$ 46.77	\$ 41.58
7	\$ 73,811	\$ 53.78	\$ 48.40	\$ 43.02
8	\$ 76,306	\$ 55.60	\$ 50.04	\$ 44.48
9	\$ 78,796	\$ 57.41	\$ 51.67	\$ 45.93
10	\$ 81,290	\$ 59.23	\$ 53.31	\$ 47.38

Hourly rates based on 7.5-hour day and BA+30 steps 1-10 for 2023-24

Eligibility for CTE credential to include 1000 hours each year for three of the previous five-year period.

CTE schedule to be based on the Certificated Salary Schedule BA+30 column hourly rate of pay. Minimum experience requirement of three (3) years to be placed at Step 1 of the Schedule.

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Advanced placement on the schedule would be one step for each two years of experience as follows:

Years of Experience	Step Placement on the CTE Schedule
3	1
5	2
7	3
9	4
11	5
13	6
15	7
17	8
19	9

Placement would be based on the following:

CTE Credential with no or up to 59 units toward a BA Degree 80% Column CTE

Credential with at least 60 units towards a BA Degree 90% Column

CTE Credential with a BA Degree Column 1 of Regular Salary Schedule

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APPENDIX B

SALARY PAYMENT FOR ADDITIONAL PAID POSITIONS

Effective 2023-2024 School Year

Based on \$39,402.00—increased by 6.5%

***Adult Education Evening based on \$41,374—increased by 6.5%**

Required Service Beyond the Regular School Day	0.00125	\$52.45	/hour
FCCLA Advisor	0.07	\$2,937.41	
FBLA Advisor			
MESA Advisor			
HOSA Advisor (Must have a CTE Health and Medical Technology Credential)			
Counselors: (in lieu of lunch period for availability to students during student lunch periods)	0.0006875	\$28.85	/session
Home Instruction	0.001	\$41.96	/hour
Adult Education Evening*	0.001	\$44.06	/hour
Curriculum Development, Tutorial, Athletic Team Supervisor	0.00125	\$52.45	/hour
Staff Substitution		\$50.00	/hour
Noon Intramural (39 minutes)	0.00081241	\$34.09	/session
Noon Detention (30 minutes)	0.00062488	\$26.22	/session
Noon Detention (43 minutes)	0.0008958	\$37.59	/session
After School Detention (30 minutes)	0.00062488	\$26.22	/session
After School Detention (55 minutes)	0.0011462	\$48.10	/session
Saturday School	0.00125	\$52.45	
Program Directors: (per contractual work year)			
Child Development, State Pre-School	0.10	\$4,196.30	
<u>Co-Curricular Activities: (per fiscal year):</u>			
Newspaper	0.07	\$2,937.41	
Yearbook/Newspaper (VHS)	0.04	\$1,678.52	
Drama without Musical(s) or	0.007	\$2,937.41	
With Musicals	0.09	\$3,776.67	
Band Director	0.07	\$2,937.41	
Choral w/o Musical(s)	0.07	\$2,937.41	
w/ Musical(s)	0.09	\$3,776.67	
Student Activities Director	0.15	\$6,294.45	
(comprehensive site)			
Academic Decathlon			
Chief	0.07	\$2,937.41	
Assistant	0.03	\$1,258.89	
Cheerleading	0.12	\$5,035.56	
Forensics	0.07	\$2,937.41	
Yearbook	0.07	\$2,937.41	
Recreation Supervisor (VHS)	0.05	\$2,098.15	
History Day Coach	0.04	\$1,678.52	
Color Guard Director	0.07	\$2,937.41	
Mock Trial Teacher Coach	0.07	\$2,937.41	
<u>DEPARTMENT CHAIR (COMPREHENSIVE SCHOOL)</u>			
	.10	\$4,196.30	/fiscal year
Agriculture			Mathematics
Art			Music
Business Education			P.E. - Boys
Counseling			P.E. - Girls
English			Science
ELD			State Requirements
Homemaking			Special Education
Industrial Arts			Social Studies
Foreign Language			

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COACHING

Head Varsity Football	0.135	\$5,665.01	JV Head Frosh Assistant Varsity	0.09	\$3,776.67
Head Varsity Basketball	Head Varsity Volleyball				
Head Varsity Baseball	Head Varsity Softball			0.12	\$5,035.56
Head Varsity Track	Head Varsity Wrestling				
Head Varsity Coach:		0.10			\$4,196.30
Golf					
Soccer					
Swimming					
Tennis					
Cross Country					
Water Polo					
Assistant JV Coach		0.08			\$3,357.04
Assistant Frosh Coach					

WASC

WASC Focus on Learning Chair (Comprehensive and Alternative):

Accreditation On Year Stipend: $0.11203795 \times \text{base} = \$4,701.45$
 Period Assignment: 1 period WASC Assignment

Accreditation Off Year Stipend: $0.10 \times \text{base} = \$4,196.30$
 Period Assignment: None

Accreditation "Mid-Year" Stipend: $0.10 \times \text{base} = \$4,196.30$
 Period Assignment: one period WASC assignment for one semester immediately prior to a review. [Fall/Spring, semester before a review to be determined by the WASC Focus Chair and Site Principal. In case of a tie, the superintendent will make the determination.]

WAS Focus Group Chairs (Comprehensive and Alternative):

On Year Stipend: $0.10 \times \text{base} = \$4,196.30$
 Off Year Stipend: $0.05 \times \text{base} = \$2,098.15$
 Mid-Term Review Year Stipend: $0.075 \times \text{base} = \$3,147.23$

Dual Enrollment Teacher Stipend

\$500 for the first section taught and \$300 for each additional section per semester.

Teacher Induction Program Stipends

Mentor: **\$1,600** per assigned probationary teacher.
 The maximum caseload of a Teacher Induction Support Provider shall be two (2) probationary teachers
 Unless no other qualified support providers are available to serve.

Lead Mentor: **\$2,300**

Limited Emergency Permits Mentor Stipend: **\$1,600** per assigned intern teacher.
 The maximum caseload of a limited emergency permits shall be two (2) probationary teachers
 Unless no other qualified support providers are available to serve.

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APPENDIX C

FALL OPENING REQUEST FORM (see Article VIII, paragraph H.)
for the 2024-2025 Fall Semester

Name: _____

Credential (s) on file with District and County _____

1. If an opening occurs in a bargaining unit position for the fall semester, I wish to be transferred and/or reassigned.

- | | | |
|----|--|---|
| a. | Adult Education (full-time) | _____ |
| b. | Valley High School Teacher (full-time) | _____ |
| c. | Agriculture | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| d. | Art | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| e. | Business Education | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| f. | Counseling | (DHS)_____ (CCHS)_____ (RFKHS)_____ (VHS) _____ |
| g. | ELD | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| h. | English | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| i. | Foreign Language | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| j. | Home Economics | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| k. | Industrial Technology | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| l. | Mathematics | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| m. | Music | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| n. | P.E. Boys | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| o. | P.E. Girls | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| p. | Science | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| q. | Social Studies | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| r. | Special Education | (DHS)_____ (CCHS)_____ (RFKHS)_____ (VHS) _____ |
| s. | Health | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| t. | Opportunity | (DHS)_____ (CCHS)_____ (RFKHS)_____ (VHS) _____ |
| u. | Intervention Center Teacher | (DHS)_____ (CCHS)_____ (RFKHS)_____ |
| v. | Pregnant Minor Teacher | (VHS) _____ |
| w. | Credit Recovery Teacher | (DHS)_____ (CCHS)_____ (RFKHS)_____ (VHS) _____ |
| x. | Work Experience | (DHS)_____ (CCHS)_____ (RFKHS)_____ (VHS) _____ |
| y. | District Independent Studies | (VHS) _____ |
| z. | KEYS Academy (Earlimart) | (VHS) _____ |

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2. If an opening occurs in the following additional paid positions, I wish to be appointed:

DHS _____ CCHS _____ RFKHS _____

- a. Credit Recovery Teacher (Saturday) (DHS) _____ (CCHS) _____ (RFKHS) _____
- b. Credit Recovery Teacher (After School) (DHS) _____ (CCHS) _____ (RFKHS) _____
- c. FFA Advisor (DHS) _____
- d. Head Varsity Football _____ Assistant Varsity Football _____
 Head JV Football _____ Assistant JV Football _____
 Freshman Football _____ Assistant Freshman Football _____
- e. Head Cross Country _____
- f. Varsity Volleyball _____ JV Volleyball _____
 Frosh Volleyball _____
- g. Varsity Girls Tennis _____
- h. Varsity Girls Golf _____
- i. Newspaper _____
- j. Drama _____
- k. Yearbook _____
- l. Band Director _____
- m. Cheerleading _____
- n. Child Development Director _____
- o. Adult Education (night) class _____
- p. Department Chair _____ Department: _____ (Refer to Article XXV
 for Interview Process)
- q. Student Activities Director _____
- r. Saturday School Supervisor _____
- s. Noon Detention Supervisor _____ After School Detention Supervisor _____
- t. Tutorial Teacher _____

Your Signature constitutes a binding agreement should your request be approved.

Signature: _____

Date _____

Return to Human Resources Office no later than March 31, 2024

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APPENDIX D

2023-2024 SCHOOL CALENDAR

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APPENDIX E

NOTICE OF "E.E.R.A. DAY" USE

DJUHSDTA
(Calendar Year)

Reason for Notice:

(Please check one)

☐ T.A. BUSINESS

☐ UNFAIR LABOR PRACTICE

☐ GRIEVANCE PROCESS

☐ FACT FINDING

☐ NEGOTIATIONS

☐ ARBITRATION

☐ MEDIATION

☐ CONTRACT INTERPRETATION

☐ IMPASSE

☐

OTHER _____

DATE TO BE USED

MEMBER(S) TO BE ABSENT

PERIODS

1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8

NOTICE PREPARED BY: T.A. President: ()
Bargaining Chair: ()

*The Association shall complete the Notice of "E.E.R.A. Day" Use form with at least 24 hours prior notification to the District Personnel Office. The Association understands that the District Administration will notify the appropriate site administration supervisor/personnel. Should the District not be able to grant release time for the date requested, reason(s) shall be provided to the Association.

cc: _____(Clerk Typist)

Received By: _____

TA President/File

Date: _____

Chief Financial Officer (Mandated Costs)

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APPENDIX F

**EVALUATION FORM - TEACHER
DELANO JOINT UNION HIGH SCHOOL DISTRICT**

Certificated Employee Teacher - Evaluation Form

Last Name	First Name	Date	Evaluator's Name
-----------	------------	------	------------------

Current Assignment	Location	Probationary	Permanent
--------------------	----------	--------------	-----------

Pre-Conference Date:	Class to be selected for full period observation:
----------------------	---

Signature of Employee	Date	Class	Period
-----------------------	------	-------	--------

Class:	Period:	Date:	Full Period Observation Attached:
--------	---------	-------	-----------------------------------

Class:	Period:	Date:	Walk-Through Observation:
--------	---------	-------	---------------------------

Class:	Period:	Date:	Walk-Through Observation:
--------	---------	-------	---------------------------

Optional Attachments as related to specific job description:

Overall Rating:

1. Satisfactory - Implements all aspects of the job description with satisfactory performance.
2. Satisfactory with Reservation - Implements all aspects of the job description but all performance is not satisfactory.
3. Unsatisfactory - Does not implement all aspects of the job description and/or consistently does not perform satisfactorily.

*** If 2 or 3 is circled, the Job Description must be specifically referenced in the Comments Section and Actions for Remediation shall be included.

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COMMENTS SECTION

ACTIONS FOR REMEDIATION:

COMMENTS:

Signature of Evaluator Date Signature of Evaluator's Supervisor Date

Employee Signature Date

Note: Your signature indicates neither agreement nor disagreement with the evaluation, but it does indicate that you have read the evaluation, and it has been discussed with you and you have been provided a copy thereof. If you wish to add comments, please enter in the employee Comments Section or you may attach comments on a separate page.

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FULL-PERIOD OBSERVATION FORM

Name:

Date:

Class Observed:

Period:

Observation:

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WALK-THROUGH OBSERVATION FORM

Name:

Time In Class:

Date:

Class Observed:

Period:

Observation:

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12-12-23

APPENDIX G

EVALUATION FORM - COUNSELOR
DELANO JOINT UNION HIGH SCHOOL DISTRICT

Evaluation for Counselor

Last Name	First Name	Evaluator
-----------	------------	-----------

School Year	Assignment	School	Provisional	Probationary	Permanent
-------------	------------	--------	-------------	--------------	-----------

Evaluator and Evaluatee will meet in a pre-evaluation conference. The date of the pre-evaluation conference should be indicated and signed below

Pre-evaluation Conference Date:	Signature of Employee
---------------------------------	-----------------------

Applicable columns should be marked during the evaluation process

I. COUNSELOR CHARACTERISTICS

(A) Rapport with student		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
(B) Rapport with others (parents, staff, etc.)		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		

II. EFFICIENCY (i.e. management, initiative)

Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		

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III. PERFORMANCE OF SERVICES

<i>(A) Has a working knowledge of counseling methods, materials and techniques</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(B) Assists students in selecting courses and adjusting programs to meet their goals</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(C) Assists students in planning for post high school careers, including liaison with and application to colleges, trade schools, ROP and other advanced training programs.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(D) Demonstrates a working knowledge of course pre-requisites and sequencing.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(E) Demonstrates a working knowledge of counseling computer system.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(F) Administers, interprets and applies assessment results (CAT, ACT, SAT, PSAT, PLAN, AP, proficiency tests) for students, parents, teachers and uses test results for planning student's educational program.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		

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III. PERFORMANCE OF SERVICES - (CONT'D)

<i>(G) Provides information on scholarships and financial aid.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(H) Meets with parents to establish goals and review students' records and progress as needed.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(I) Interprets and applies District, county, state and federal policies, regulations and laws relative to counseling.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(J) Assists students in handling crisis problems (drugs, pregnancy, child abuse, home conflicts, social adjustments, and other) that affect their emotional status and attainment of goals, as needed.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		
<i>(K) Maintains appropriate records of students' academic growth and graduation eligibility.</i>		
Satisfactory Performance <input type="checkbox"/>	Satisfactory w/Reservation <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Comments (Commendations/Recommendations)		

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IV. OTHER ESSENTIAL FUNCTIONS AS RELATED TO SPECIFIC JOB DESCRIPTION

(Defined during pre-conference)

Counselor's Initials _____

(A)

Comments (Commendations/Recommendations)

(B)

Comments (Commendations/Recommendations)

(C)

Comments (Commendations/Recommendations)

(D)

Comments (Commendations/Recommendations)

OVERALL RATING:

1. Satisfactory - Implements all aspects of the job description with satisfactory performance.
2. Satisfactory with Reservation - Implements all aspects of the job description but all performance is not satisfactory.
3. Unsatisfactory - Does not implement all aspects of the job description and/or consistently does not perform satisfactorily.

If 2 or 3 is circled, the job description must be specifically referenced in the comments section below and actions for remediation shall be included.

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COMMENTS SECTION

ACTIONS FOR REMEDIATION:

EMPLOYEE COMMENTS:

Signature of Evaluator	Date	Signature of Evaluator's Supervisor	Date
<hr/>			
Employee Signature	Date		
<hr/>			

Note: Your signature indicates neither agreement nor disagreement with the evaluation, but it does indicate that you have read the evaluation, and it has been discussed with you and you have been provided a copy thereof. If you wish to add comments, please enter in the employee Comments Section or you may attach comments on a separate page.

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APPENDIX H

CERTIFICATED EMPLOYEE PAID POSITION - EVALUATION FORM

Last Name	First Name	Date	Evaluator's Name
-----------	------------	------	------------------

Title of Paid Position

Overall Rating: Circle One

1. Satisfactory - Implements all aspects of the job description with satisfactory performance.
2. Satisfactory with Reservation - Implements all aspects of the job description but all performance is not satisfactory.
3. Unsatisfactory - Does not implement all aspects of the job description and/or consistently does not perform satisfactorily.

*** If 2 or 3 is circled, the Job Description must be specifically referenced in the Comments Section and Actions for Remediation shall be included.

COMMENTS SECTION:

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COMMENTS SECTION

ACTIONS FOR REMEDIATION:

COMMENTS:

_____ Signature of Evaluator	_____ Date	_____ Signature of Evaluator's Supervisor	_____ Date
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_____ Employee Signature	_____ Date
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APPENDIX I

CERTIFICATED EMPLOYEE FREQUENCY OF EVALUATION FORM

EVALUATOR	CERTIFICATED EMPLOYEE	SCHOOL YEAR

Education Code 44664: (a) Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows: (1) At least once each school year for probationary personnel. (2) At least every other year for personnel with permanent status. (3) At least every five years for permanent personnel who have been employed for at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, as defined in 20 U.S.C. Sec.7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Pursuant to Education Code 44664, as well as Article XIX, Section H of the Certificated Collective Bargaining Agreement, the evaluator and the certificated employee being evaluated agree to apply the terms of E.C. 44664 (a) (3) to the designated school year, postponing evaluation until the subsequent school year. The certificated employee or the evaluator may withdraw consent for a subsequent school year at any time prior to October 15 of that year. The certificated employee may still be evaluated for any stipend positions held.

EVALUATOR

Signature

Date

CERTIFICATED EMPLOYEE

Signature

Date

DIRECTOR OF HUMAN RESOURCES

Signature

Date

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12-12-23

SIDELETTERS OF AGREEMENT

MOU'S

SETTLEMENT AGREEMENTS