

**AGREEMENT**

**BY AND BETWEEN THE**

**HANFORD JOINT UNION HIGH SCHOOL DISTRICT**

**AND THE**

**HANFORD SECONDARY EDUCATORS ASSOCIATION**

**CTA/NEA**

**ADULT SCHOOL ADDENDUM**

**July 1, 2018-June 30, 2021  
(2019-2020 Reopeners)**

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## **SECTION I**

### **IMPLEMENTATION OF COLLECTIVE BARGAINING AGREEMENT**

#### **1.1. Agreement**

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Hanford Joint Union High School District ("Employer") and the HSEA/CTA/NEA ("Association"), an employee organization. CTA and NEA are not parties to this Agreement.

#### **1.2. Recognition**

For purposes of meting and negotiating, the Employer recognizes the Association as the exclusive representative of all certificated employees of the District excluding District Superintendent, Assistant Superintendents, District-level Directors and Coordinators, Principals, Assistant Principals, Learning Directors, Nurses, Psychologists, Athletic Directors, Administrator of Athletics, any other certificated employee who is employed in a position requiring an administrative credential, NJROTC Instructors, Adult School teachers working fewer than twenty-one (21) hours per week, Substitutes, and all hourly paid instructors. The provisions of this addendum apply only to Adult School Bargaining unit members who work twenty-one (21) hours or more per week, exclusive of preparation time.

#### **1.3. Definitions**

1.3.1. "Bargaining unit member" refers to any employee who is included in the appropriate unit as defined in paragraph 1.2 above and therefore covered by the terms and provisions of this Agreement.

1.3.2 "Full Time Certificated Employee" refers to any employee that works thirty (30) hours or more per week, exclusive of preparation time.

1.3.3 "Days" means those days when bargaining unit members are required to be engaged in school related work with or without student attendance and excluding, Sundays, and holidays, legal or declared.

#### **1.4. Negotiations Procedures**

1.4.1. The parties agree that all meeting and negotiating shall be approached and accomplished in accordance and in compliance with the requirements of Chapter 10.7, Sections 3540-3549 of the California Government Code, hereinafter referred

to as the “Act”.

1.4.2. The Association shall designate up to five (5) members who would receive release time during the work day without loss of compensation for meeting and negotiations.

1.4.3. Before ratification of the contract by either party, the final draft will be proofread and agreed upon by a team consisting of a member of the Association Negotiations Team and a member of the Management Negotiations Team to assure that the final draft of this contract corresponds to the signed tentative agreement reached between the parties.

1.5. Savings Provision

1.5.1. If any provision of this Agreement or any application thereof 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 for the duration of the Agreement.

1.5.2. Should a provision or application of this Agreement be deemed invalid, as described in paragraph 1.5.1 above, the parties shall meet not later than thirty (30) days after such court decision to renegotiate the provision or provisions affected.

1.5.3. Improvements in bargaining unit member benefits which are mandated by the amendment or addition of statutory guarantees in California or by federal law shall be incorporated into this agreement.

1.5.4. Reduction or elimination of bargaining unit member 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 reopen negotiations on such benefits.

1.6. Term and Reopeners

This agreement shall be effective as of July 1, 2018 and shall continue in effect through June 30, 2021, subject to annual reopeners regarding salary, benefits, two articles chosen by HSEA and two articles chosen by the District. This Agreement is subject to final negotiations, and thereafter until the parties have completed negotiations on a successor to this Agreement (i.e., through the impasse procedure, if necessary).

## 1.7. Miscellaneous Provisions

- 1.7.1. Any individual contract between the Board and a unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 1.7.2. This Agreement shall supersede any rules, regulations, or practices of the Board which are, or may in the future be, contrary to or inconsistent with its terms.
- 1.7.3. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 1.7.4. A letter of resignation, voluntarily submitted, shall be effective upon acceptance by the superintendent or his designee or upon detrimental reliance by the District.
- 1.7.5. A binder containing current contracts, salary schedules, calendars, evaluation forms, side letters, joint resolution committee agreements and attachments will be maintained by the Human Resources Office and located in the Human Resources Office.

## **SECTION II GRIEVANCES**

### 2.1 Definition of Terms

- 2.1.1. A "Grievance" is an allegation by a member(s) of the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Association must present written authorization from the individual(s) giving permission to file a grievance on behalf of the individual(s). The Board of Trustees or the Association may require that the individual(s) be present at all proceedings held to resolve the grievance.

### 2.2 Purpose

- 2.2.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of bargaining unit members. This could include the use of the joint resolution committee in Section 15.1.
- 2.2.2. In order that grievances may be processed as rapidly as possible, the time limits

specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. Time limits for appeal provided at each level shall begin the day following receipt of the written decisions by the grievant.

## 2.3 Role of Advisors and Associations

- 2.3.1. An employee has the right to include or involve any individual(s) as an advisor, or as counsel, in the course of any discussions or conferences related to processing his/her grievance, except that an individual may not represent employees in grievance proceedings if s/he is an agent of a group other than the exclusive representative.
- 2.3.2. Any employee may at any time present grievances to his/her employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

## 2.4 Informal Level

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor, and the grievant must identify it as an informal grievance conference.

## 2.5 Formal Level

### 2.5.1. Level I

- 2.5.1.1. Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her building principal or appropriate administrator.
- 2.5.1.2. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 2.5.1.3. The administrator may meet with the grievant to discuss his/her

written decision which shall be completed within ten (10) working days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

2.5.1.4. Within the above time limits, either party may request a personal conference.

2.5.2. Level II

2.5.2.1. If the grievant is not satisfied with the decision at Level I, s/he may within ten (10) working days appeal the decision on the appropriate form to the superintendent or his/her designee.

2.5.2.2. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall meet with the grievant to discuss the Superintendent's written decision which shall be completed within ten (10) working days after receipt of the Level II grievance. If the superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

2.5.3 Level III

2.5.3.1 If the grievance is not resolved at Level II, or if no decision has been rendered within the timelines specified in Level II above, the District and/or the Association may, within ten (10) days of the District's decision at Level II, recommend that the grievance be referred to a neutral mediator.

2.5.3.2 If the parties agree to mediate the grievance, the District shall request the service of mediator from the California State Mediation/Conciliation Service for a purpose of assisting in an attempt to resolve the dispute.

2.5.3.3 Either party may elect to terminate the mediation process at any time.

- 2.5.3.4 If the parties reach an agreement resolving the grievance, the agreement shall be reduced to writing and signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- 2.5.3.5 In the event that the grievant, the Association and the District are unable to resolve the grievance with the Mediator's assistance, the Association shall have ten (10) days from the end of the mediation process to proceed to Arbitration.
- 2.5.3.6 All discussion and any proposals offered by any party during mediation shall remain confidential and shall not be admissible for any reason during arbitration.
- 2.5.4 Level IV
- 2.5.4.1 If the grievant is not satisfied with the decision at Level III, he/she may, within ten (10) working days after a decision has been rendered at Level III, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the grievant, may submit the grievance to arbitration.
- 2.5.4.2 The Association shall retain full and complete authority to determine whether or not the grievance shall be forwarded for arbitration.
- 2.5.4.3 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 2.5.4.4 The arbitrator shall, as soon as possible, hear evidence on the issue or issues submitted to him/her. If the parties cannot agree upon a



submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

2.5.4.5 After a hearing, and after both parties have had an opportunity to make written and/or oral arguments; the arbitrator shall submit his/her decision in writing to all parties. The arbitrator's decision shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law, or which is a violation of the terms of this Agreement. The arbitrator shall have no authority to change any provisions of the contract or to broaden its scope. The decision of the arbitrator shall be submitted to the Superintendent and the Association, and shall be final and binding upon the parties to this Agreement.

2.5.4.6 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

## 2.6 Miscellaneous

2.6.1 In the event that the grievant needs to be absent from duty to attend meetings at Levels II, III or IV, the expense of a substitute shall be equally shared by the District and the Association. Any bargaining unit member whose appearance is necessary in a grievance meeting or hearing as a witness or advisor will be accorded the same right as stated above.

2.6.2 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file in the District Human Resources Office.

2.6.3 All forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by Management and the Association. The costs of preparing such forms shall be borne by the District.

- 2.6.4 If a grievance arises from action or inaction on the part of a member of administration at a level above the principal, the aggrieved person may submit such grievance in writing to the superintendent and/or the president of the Association directly. The processing of such grievance will be commenced at Level II.

### **SECTION III**

#### **ASSOCIATION RIGHTS**

- 3.1 The Association and its members working on Association business shall have the right to make use of school equipment (computers, copiers, etc.), buildings and facilities at all reasonable hours if not otherwise in use and with the prior approval of the building principal. The use of all supplies and materials authorized by the association shall be paid for by the association in a timely manner.
- 3.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided on each school campus in areas frequented by bargaining unit members. The Association may use all communication systems in use by the District that are generally available to the employees for communications to bargaining unit members as determined by policy of the Employer.
- 3.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property before the school day, during District break periods, lunch time, after the work day and at other times when receiving prior District approval.
- 3.4
- 3.4.1. The Association shall be entitled to fifteen (15) days of non-accumulated paid leave per year, for use to conduct Association affairs. The Association shall request approval at least forty-eight (48) hours in advance of using this leave.
- 3.4.2. Excluded from the above release time (3.4.1) limitation would be any days actually used for negotiation meetings, grievance meetings, joint resolution committee meetings and any designated negotiation sub-committee meetings.
- 3.4.3. Time required during the unit members work day for Association negotiations

preparation shall be deducted from the fifteen (15) day Association leave, as provided in 3.4.1 above. These preparation days are not included under paragraph 3.4.2 above.

- 3.5 The Association is entitled to a reasonable number of additional days beyond those days provided in paragraph 3.4.1 above for which the Association shall pay the cost of any substitute hired to cover this additional leave.
- 3.6 No reprisals shall be levied against any member of HSEA/CTA/NEA because of Association activity, as stated in Government Code 3543.5(a).
- 3.7 In the event the District acquires a transcript of any arbitration or unfair proceeding in which the Association is involved and to which the Association is otherwise entitled, the District shall make the transcript available to the Association upon request. Association cost for the transcript shall be limited to the reasonable cost of reproduction of the document.

3.8 NEW BARGAINING UNIT ORIENTATION

- 3.8.1 The District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations/on-boarding meetings by certified or electronic email to the Chapter President at least ten (10) work days in advance of the annual orientation meeting(s) or ten (10) work days in advance of other orientation/on -boarding meetings that may occur throughout the year.
- 3.8.2 In the event the District is unable to comply with the above Article 3.8.1 the District shall, at the request of the Association, reschedule the orientation/on-boarding meeting and provide advance notice to the Association. If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
- 3.8.3 The Association shall be provided up to two (2) hours of uninterrupted time for the Bargaining Unit Member orientation/on-boarding meetings held annually prior to the start of the teacher work year. The District administration will excuse themselves during the Association's time if requested. The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.

- 3.8.4 Annual New Teacher Orientation is held prior to the start of the teacher work year. If, however, the orientation/on-boarding meetings are held during contractual time, the Association shall have District paid release time for one (1) Bargaining Unit representative to attend and participate in the orientation/on-boarding meetings for not more than one (1) hour.
- 3.8.5 The following new Bargaining Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically no later than thirty (30) days after the date of hire or by the first pay period of the month of hire:
- |              |  |
|--------------|--|
| Name         | Phone Numbers (Cell, Home, Work if available)  |
| Home Address | Last four (4) Digits of Social Security Number |
| Date of Hire | Assignment (if available)                      |
| School Site  |  |
- 3.8.6 The above information for all Bargaining Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically each quarter.

## **SECTION IV**

### **REASSIGNMENT AND RESCHEDULING**

#### **4.1 Notification of Position Vacancies**

All bargaining unit position vacancies shall be posted at all faculty work rooms and the administration buildings no later than five (5) working days after a position becomes vacant. Such notice shall include the posted date and the closing date. Additionally, during the summer months, bargaining unit members, who previously indicated an interest in an area that becomes open (filed a request for reassignment form or on bargaining unit member preference sheet in the District Human Resources Office by May 15th), shall receive a letter or phone call from the district no later than five (5) working days after the position becomes vacant stating that the vacancy exists and the closing date.

#### **4.2 Reassignment**

4.2.1. Reassignment means any change in courses taught at the Adult School which represents a substantial departure from the subject areas within the discipline with

which the unit member has previously dealt.

4.2.2. The following shall be used in deciding if a reassignment is to be granted (not listed in priority order):

4.2.2.1. Appropriate credential authorization

4.2.2.2. Seniority within the Adult School shall control when all else is equal

4.2.2.3. Qualifications necessary to fill the vacancy

4.2.2.4. Proficiencies of transferring unit member

4.2.2.5. Needs of the Adult School

4.2.3. Involuntary Reassignments

4.2.3.1. A meeting between the bargaining unit member and administrator shall be held before an involuntary reassignment is made, at which time the employee will be notified as to the reasons for the proposed reassignment. If the bargaining unit member objects to the proposed reassignment, he/she may propose written alternate solutions to the problem which shall be studied by management. If agreement is not reached, the proposed reassignment shall be referred to the Joint Resolution Committee.

4.2.3.2. Bargaining unit members shall be notified as soon as possible of any administrative intent to reassign bargaining unit member for the coming school year.

4.2.3.3. Bargaining unit members who must be involuntarily reassigned because of declining enrollment or similar reasons shall have the right to indicate any preference for placement from among any Adult School vacancy that exists.

4.2.3.4. An involuntary reassignment shall be based on the educational needs of the Adult School and shall not result in the loss of compensation, seniority, or any fringe benefit to the employee.

4.2.3.5. Should notification of impending involuntary reassignment be given after the last working day of the school year, the Adult School bargaining unit member shall receive two days of release time to prepare for the work assignment.

- 4.2.3.6. Split shifts and off-site reassignments shall be for good and sufficient reason based upon the educational needs of the Adult School.

4.3 Change in Teaching Assignment

If a teaching assignment within the Adult School bargaining unit member's current subject(s) area is changed (a different course or level) with less than two weeks to prepare, the Adult School bargaining unit member will receive one (1) day of release time for class preparation purposes.

If a unit member is involuntarily reassigned to teach a course outside his/her credential area and as a result, the unit member will be required to teach a subject he/she has never taught before or that he/she has not taught for three or more school years, the District will make every reasonable effort to provide the unit member with the training necessary for him/her to teach the course consistent with the District's curriculum and State standards. Whenever possible, the District shall provide the training specified herein before the first day of unit member's new assignment or within the first month of the new assignment.

## **SECTION V**

### **EVALUATIONS**

5.1 Assessment and Evaluation of Certificated Employees

The Hanford Joint Union High School Board of Trustees, Administration, and members of the HSEA jointly support bargaining unit member evaluations as a means to improve instruction and student achievement within the District.

5.1.1 Assessment and evaluation of all certificated employees shall be conducted in accordance with the agreed upon evaluation forms.

5.1.2 The procedures for evaluation of certificated employees shall be as follows:

5.1.2.1 Every probationary certificated employee shall be evaluated in writing at least once each school year. Except as set forth in subsections 5.1.2.1.1 and 5.1.2.1.2 below, permanent certificated employees shall be evaluated in writing at least every other year.

5.1.2.1.1 A permanent unit member who has at least ten (10) years of teaching experience in the District and who has received an overall rating of "Meets Standards"

in his/her last three (3) evaluations may be evaluated at least once every (3) years. The decision regarding whether any permanent unit member who satisfies the above criteria will be evaluated at least once every other year or at least once every three (3) years rests exclusively with the District.

5.1.2.1.2 Whenever a permanent unit member receives an “Unsatisfactory” rating or two or more ratings of “Requires Improvement” on his/her Summative Evaluation in the area of teaching methods and/or instruction, the unit member shall be evaluated at least once every year until he/she receives a “Meets Standards” ratings in all areas on the Summative Evaluation or until further evaluation will not be productive.

5.1.2.2 No formal evaluation shall be rendered upon the performance of a bargaining unit member without prior direct observation.

5.1.2.3 Certificated employees shall receive at least previous-day notice of the first formal observation for evaluation purposes in a school year. The procedures and forms will be discussed prior to the first formal observation for evaluation purposes.

5.1.2.4 At the beginning of the formal evaluation process, the certificated employee will identify three different areas for emphasis from the standards applicable to the employee’s assignment. The bargaining unit member will state the areas of emphasis and indicate the evidence s/he will provide to show completion of or progress toward each area. If the administrator and certificated employee cannot agree on the three areas, the administrator may choose one of the three areas. Two years after a satisfactory evaluation, the remaining area(s) will be selected as the area(s) for emphasis.

- 5.1.2.5 A conference between administrator and certificated employee will take place to discuss each observation report prior to its placement in the employee's personnel file.
- 5.1.2.6 An employee who disagrees with the content of his/her observation report evaluation may submit a written response which shall be attached to the file copy of the observation report in question.
- 5.1.2.7 An employee shall have the right to be accompanied by a second person of his/her choice in any formal conference where the employee's professional qualifications and/or competency are being questioned.
- 5.1.2.8 All evaluation materials shall be dated and signed by the administrator and the certificated employee shall have the opportunity to sign prior to placement of the materials into the employee's personnel file with a copy being given to the employee. The employee will have the right to respond in writing to any materials placed in his/her personnel file. The response will be attached to the material in question and shall remain a part of the personnel file. Any derogatory material shall be sealed in the personnel file after four (4) years, upon request of the employee. Any action taken by the employer shall be on the basis of the material in the personnel file. The employee may, by prior written authorization, permit a representative to examine and/or make extra copies of unsealed materials in his/her personnel file at the employee's expense.
- 5.1.2.9 Forms for evaluation may be modified by a committee composed of equal representation of unit members appointed by the Association and management appointed by the Superintendent. Current certificated evaluation forms shall be posted on the District's website in the Human Resources section.
- 5.1.2.10 A bargaining unit member who is teaching in a new assignment outside the unit member's immediate academic experience and proficiency, and who is scheduled for evaluation during the 1<sup>st</sup> year of



that assignment, shall be evaluated in all areas except subject matter competency.

- 5.1.2.11 The content and substance of evaluations are not grievable.
- 5.1.2.12 Teaching assignments outside of the bargaining unit member's immediate academic experience and proficiency will not be part of the formal evaluation process until the bargaining unit member has been given an opportunity to gain the necessary experience and proficiency.
- 5.1.2.13 Should the Summative Evaluation contain a rating of "Unsatisfactory" or two or more ratings of "Requires Improvement" in the area of teaching methods and/or instruction, the certificated employee will have a complete evaluation the following year. When a bargaining unit member receives a Summative Evaluation containing no "Unsatisfactory" or "Requires Improvement" ratings, the statutory evaluation cycle will resume.
- 5.1.2.14 No formal observation or evaluation shall include student pass/fail percentages.

## 5.2 Personal and Academic Freedom

- 5.2.1 A bargaining unit member's private life, religious beliefs and political activities are not proper matters for evaluation, except as they may directly prevent the bargaining unit member from properly performing his/her assigned duties during the workday.
- 5.2.2 Bargaining unit members will be guaranteed full freedom in classroom presentations and discussions and may introduce political, religious or other controversial material, provided that said material refers to the course content. Accordingly, such matters are not appropriate for evaluation if the following criteria are met:
  - 5.2.2.1 The student shall not be denied access to varying points of view;
  - 5.2.2.2 The student shall not have restraints placed upon his/her independent pursuit of learning;
  - 5.2.2.3 The student shall not be presented with distorted subject matter.

5.2.2.4 The parties agree that the present Board policy on outside speakers on campus will be changed only after consultation with the Association.

5.3 Public Charges

The Employer may not take any action against a bargaining unit member on the basis of facts alleged in a citizen or parent complaint unless the Employer independently confirms the accuracy of the facts alleged and notifies the affected bargaining unit member within ten (10) days of the completion of its investigation that disciplinary action may be contemplated.

5.4 Non-Discrimination

The District shall not discriminate against any bargaining unit member who presently serves or may serve the District on the basis of the bargaining unit member's actual or perceived race, color, national origin, ethnic group identification, religious creed, age, sex, or sexual orientation, gender, gender identity, gender expression, marital status or parental status, pregnancy, ancestry, physical or mental disability, medical condition, genetic information, or veteran status, where it does not impair one's job performance.

5.5 Non-Participation

Bargaining unit members will not participate in the formal evaluation process of any other bargaining unit member without mutual agreement between the Association and the District.

## **SECTION VI**

### **TEACHING HOURS AND CONDITIONS**

6.1 Work Day

6.1.1 Adult School bargaining unit members shall be at their assigned teaching station five minutes prior to the start of class. Bargaining unit members shall remain at their assigned teaching station five minutes after the end of their last scheduled class.

6.1.2 Teaching station is defined as in the school building or designated off-site location and readily available for employment duties.

6.1.3 Personnel who have regularly assigned or adjunct duties are not prevented by this requirement from leaving their teaching stations as needed to perform said duties.

6.1.4 Classes are offered between the hours of 8:00 am and 9:00 pm, Monday – Saturday.

6.2 Preparation Periods

Full time bargaining unit members shall be assigned five hours per week and part time bargaining unit members shall be assigned a ½ hour for each eight (8) hours worked per week for the purpose of carrying out routine school activities which may include but are not restricted to: (07-08)

6.2.1. The preparation and procurement of teaching materials;

6.2.2. Meeting with students, administrators and other community members;

6.2.3. Making repairs to equipment and grading papers.

6.2.4. Complete student attendance reports.

Pursuant to the definitions found in 1.2 and 1.3.2, hours used in preparation time do not count toward bargaining unit membership and/or full time benefit status. (07-08)

6.3 Employee Work Year

The calendar setting forth the required work days for Adult School Bargaining unit members during the term of this Agreement is set forth in Appendix A.

6.4 Attendance Guidelines

6.4.1. Attendance Shortage

Any class with fewer than 15 students in attendance may be canceled within the first six weeks of the semester. The variables to be considered before closing a class may include time of year, scope and sequence of program, history of the class, community importance, commitments to other agencies, whether or not it is a new class, whether there are multiple sections of the class, whether the students could be served elsewhere within the school or another agency, whether the class could be easily restarted at a later date, whether parents and children are being taught together, legal or code restrictions on class size, and limitations imposed by the physical layout of the classroom.

6.4.1.1. New Class – The bargaining unit member and the principal will mutually agree upon the length of the trial period and the minimum number of students required in attendance. The bargaining unit member may be rescheduled at the end of this period, depending on his/her classification (tenured, probationary, etc.).

6.4.1.2. Continuing Class – The principal and bargaining unit member will monitor attendance and meet when the class is in jeopardy. The bargaining unit member and principal would then develop a mutually agreed upon plan to promote the class for a specified period of time, after which the class could be terminated. The bargaining unit member may be reassigned, depending on his/her classification.

6.4.2. Cancellation of a Joint Program

The bargaining unit member's assignment may be changed.

6.4.3. Loss of A Teaching Site

The Hanford Adult School administration and program coordinator will make an effort to secure an appropriate alternative site for an agreed upon period of time. If no site is located, the bargaining unit member's assignment may be changed.

6.4.4. Change in Course Offerings

The Hanford Adult School changes its course offering to meet community needs. Permanent and probationary bargaining unit members may be assigned to teach other Adult School classes or schedules during the regular school year, in order to maintain their status as bargaining unit members.

6.5 Course Preparations

No Adult School bargaining unit member shall be assigned more than three (3) separate course preparations per day or more than one (1) period of blended class preparations without his/her voluntary consent, except in cases where it would be impossible to fill the bargaining unit member's daily teaching schedule with only three (3) preparations, more than one (1) period of blended class preparation. The District shall confer with any bargaining unit member whose assignment will require more than three (3) separate course preparations per day.

6.6 Use of School Vehicles

- 6.6.1. School vehicles may be used by certificated employees for authorized school business trips when available and not scheduled for other use.
- 6.6.2. School vehicles shall be picked up and returned at a predetermined time from a centralized campus or car pool location.
- 6.6.3. No employee shall be issued a school vehicle which has not passed a vehicle safety inspection within the last six months.
- 6.6.4. If a school vehicle is not available and the employee is required to use his/her own vehicle for school purposes, the employee will be reimbursed at the IRS mileage rate. Employee's vehicle must be appropriately insured.
- 6.6.5. Appropriate phone numbers, manuals, insurance verification, and procedures shall be available in each vehicle for use in the event of mechanical problems.

6.7 Staff Lounges

- 6.7.1. A staff lounge will be provided.
- 6.7.2. Furniture and fixtures in the staff lounge shall be maintained cooperatively by all who use it in a clean and usable condition. Any equipment located in the staff lounge for bargaining unit members' use shall be kept in an operable working condition within normal District constraints.

6.8 Professional Release Time

The District agrees to provide release time and expenses as specified in District policy for certificated employees to observe instruction in programs at other schools and districts and to attend professional conferences as permitted by the financial ability of the District.

6.9 New Bargaining Unit Member Professional Development

The District shall make every effort to provide inservice training and/or professional development when requested by new bargaining unit members.

6.10 CPR Training (when required for service)

District will provide two classes, one in the Fall and one in the Spring. If bargaining unit members are unable to attend the District CPR classes they are responsible for certification at their own expense. Other bargaining unit members may attend voluntarily, space permitting.

6.11 Instructional and Clerical Aides

Bargaining unit members who work with instructional and clerical aides are expected to communicate with the principal or designee relative to the aides' performance.

6.12 Professional Dress Code

The Hanford Joint Union High School District believes that since bargaining unit members serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

All bargaining unit members are encouraged during school hours and at school events to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities and professional standing in the Hanford community. Certain teaching assignments such as physical education and shop instructors require alternative dress for specific instructional activities in those classrooms.

No clothing or accessories may be worn that depict alcohol, tobacco or illegal drugs. Attire may not express or show profanity, obscenity, violence, sexual innuendo, defamation of any ethnic, religious, or social groups or display any saying or picture that would be disruptive to normal school activities.

All clothing, shoes and apparel shall be clean and in good repair. Appropriate shoes shall be worn at all times, and no flip-flops will be allowed. Clothing must be worn as traditionally intended. Dresses, skirts and shorts must be midhigh (halfway between groin and top of knee) or longer. Undergarments must be covered at all times. No tight, form-fitting pants or shorts, such as spandex, Lycra and bicycle shorts will be allowed. Administrative personnel shall have the final say as to what may or may not be appropriate, as applied fairly to everyone.

## **SECTION VII**

### **SAFETY**

- 7.1 The District shall place in the Bargaining unit members' Handbook, a written statement of applicable laws, policies and administrative procedures with respect to bargaining unit member safety as related to students, buildings, grounds, classrooms, and equipment; a written statement explaining the District's personal liability insurance coverage; and a written statement explaining a bargaining unit member's responsibility and liability at

- school and away during extra curricular and co-curricular activities.
- 7.2 The District shall place in the Bargaining unit members' Handbook a written description of statutory procedures with respect to student discipline.
- 7.3 The District shall provide annual ongoing inservice on the bargaining unit member handbook, state laws, board policies, and any other relevant safety document or issue. This inservice shall be completed each year by October 1.
- 7.4 When, in the judgment of a bargaining unit member, a student's behavior represents a danger to the safety of the bargaining unit member and/or others, the bargaining unit member shall so inform the principal or designee. The principal or designee shall arrange appropriate steps for resolution of the problem. Principals will notify bargaining unit members about students who have a history of violence or unsafe behavior to the extent such notification is required by law.
- 7.5 The District and Association agree to fully implement the Safe Schools Plan including disseminating all necessary documents, and training for all employees. All employees shall participate in annual safety training sessions.
- 7.6 The District and Association shall establish a safety committee as described in the Safe Schools Act, composed of District Personnel, Bargaining Unit Members appointed by the Associations, parents, students and community safety officers (Police and Fire).
- 7.7 In case of an emergency, bargaining unit members shall stay with their students, follow the Safe Schools Plan, and the direction of the site principal (or designee).

## **SECTION VIII**

### **LEAVES**

#### **8.1 Sick Leaves**

##### **8.1.1 Entitlement and Accumulation:**

- 8.1.1.1 Every full-time bargaining unit member in the District shall be entitled to ten (10) days leave of absence for illness or injury (sick leave) per year with pay.
- 8.1.1.2 Any Adult School bargaining unit member who substitutes for a bargaining unit member shall be credited with an hour of leave for each hour served. This leave may be credited to the unit members'

accumulated sick leave at the end of the school year or be used as personal time off during the current year at the discretion of the employee after appropriate forms are completed and permission granted by the site principal. No more than two (2) days of personal time off may be used under this provision per year, except as provided within Article 8.5.3.b. Unit members earning credit under this provision will receive an accounting of periods earned through December 10<sup>th</sup> of each year by January 15<sup>th</sup> and periods earned through April 10<sup>th</sup> of each year by May 15<sup>th</sup>.

- 8.1.1.3 Any unit member who has a net accumulation for the current year of ten (10) days of earned leave at the conclusion of the work year shall receive a payment of \$100. Unit members between nine (9) and ten (10) days shall receive \$50.
- 8.1.1.4 Unit members who work less than a full year, shall have their sick leave pro-rated according to the percentage of the year they work.
- 8.1.1.5 Total sick leave earned in any one (1) year shall be calculated in hourly increments.
- 8.1.1.6 The District shall provide each bargaining unit member with a statement which shall be current as of the first work day of the current school year, indicating the total number of hours which have been credited to his/her sick leave account as of that time. Such statement shall be delivered to employees no later than November 15.

8.1.2 Utilization:

- 8.1.2.1 The sick leave account of an Adult School bargaining unit members shall be charged for each hour during which he/she is absent because of illness or accident, whether or not a substitute is employed in his/her place.
- 8.1.2.2 Adult School bargaining unit members on paid sick leave shall continue to be provided with the full range of employee fringe benefits as provided in this contract.
- 8.1.2.3 Time spent on paid sick leave shall be accepted by the District for



purposes of allowing an Adult School bargaining unit member advancement on the salary schedule and for achievement of tenure.

8.2 Pregnancy Disability Leave and Parental Bonding Leave

8.2.1 Pregnancy Disability Leave

8.2.1.1 Any bargaining unit member who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, when verified by a medical doctor.

8.2.1.2 Bargaining unit members experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against the employee's accumulated sick leave.

8.2.1.3 The length of the pregnancy disability leave periods, including the date on which it shall commence and the date on which it shall end, shall be determined by the employee's physician. A bargaining unit member who is pregnant may continue working throughout her pregnancy as long as she is able to properly perform her required work duties.

8.2.2 Parental Bonding Leave

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding or child rearing leave and with Family Care Leave.

8.2.2.1 For purposes of this section, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement

of a child in the unit member's household for adoption or foster care.

- 8.2.2.2 Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of the leave set forth in Section 8.3 (Extended Illness Leave) concurrently with the unpaid CFRA leave entitlement and Family Care Leave. Such Leave shall be paid as set forth in Section 8.3.1.
- 8.2.2.3 For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave per 8.1, shall be used and exhausted before the leave provided in Section 8.3 may be utilized. The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Governmental Code Section 12945.2).
- 8.2.2.4 A unit member shall not be provided more than on 12 workweek period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- 8.2.2.5 Leave taken pursuant to this section shall be in addition to leave taken by a unit member pursuant to Section 8.2.1 above for disabilities caused or contributed to by pregnancy, childbirth, or related medical condition.
- 8.2.2.6 If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.
- 8.2.2.7 Any parental bonding leave must be requested in writing to the Superintendent a minimum of 30 days prior to the date the leave is proposed to commence.

## 8.2 Extended Illness Leave

- 8.2.1. Bargaining unit members on extended illness leave shall continue to be provided with the full range of regular employee fringe benefits as provided in this contract and shall receive the differential pay for a maximum of twenty (20) weeks after the utilization of all sick leave. This shall be limited to one occurrence per year or per incident.
- 8.2.2. Persons utilizing these extended illness leave provisions may return to their regular positions upon release from their physician and notification to the District Superintendent of their intent to return.
- 8.2.3. Persons who return to active employment after having used the extended illness leave provisions of this contract shall be fully entitled to subsequent use of these provisions only for another incident in another work year.
- 8.2.4. As pursuant to Education Code 44978.1, when a bargaining unit member has exhausted all available sick leave, and continues to be absent on account of illness or accident for a period beyond the twenty (20) weeks, and the bargaining unit member is not medically able to resume the duties of his/her position, the unit member shall be placed on a re-employment list for a period of twenty-four(24) months if the unit member is on probationary status or for a period of thirty-nine(39) months if the unit member is on permanent status. The bargaining unit member shall obtain a physician's verification that he/she is medically able to return to work.

## 8.3 Health Leave of Absence

- 8.3.1. Any bargaining unit member who must be absent from his/her assignment with the District because of illness or accident for a period extending beyond the expiration of the twenty (20) week period shall be entitled to request an unpaid health leave of absence from the District.
- 8.3.2. Upon the recommendation of a medical doctor, initial health leaves of absence shall normally be granted for a period extending to the end of the current school year. Such leaves shall be extended for a period of one (1) year, upon the request of the bargaining unit member and certification of a medical doctor. Such request shall be made in writing at least thirty (30) days prior to the expiration of the current leave

period.

- 8.3.3. Any bargaining unit member who is on a health leave of absence may continue to be provided with the full range of normal employee health and welfare benefits at the expense of the employee during the entire period of such leave. The unit member may elect to enroll in only portions of the health plan.
- 8.3.4. A bargaining unit member resuming active employment from his/her initial health leave of absence period with a physician's approval will be entitled to return to a position comparable to the one he/she held prior to taking such leave. Return to active employment may be requested at the conclusion of the initial leave of absence period. Such return shall be consummated within seven (7) days of the District's receipt from the employee of a request to return, unless such request is made within the last four (4) weeks of the school year, in which case the employee will return at the beginning of the next school year.
- 8.3.5. A bargaining unit member desiring to resume active employment during or at the conclusion of an extension of the initial health leave of absence shall be assigned to the first available vacancy in the Adult School for which he/she is qualified. If more than one (1) bargaining unit member has given notice of his/her desire to return to active employment from a District-approved leave, the bargaining unit member who gave notice at the earliest date shall be assigned to the position in question. In any case, the bargaining unit member shall be assigned to an appropriate regular teaching position at the beginning of the next school year after he/she indicates his/her desire to return.
- 8.3.6. No sick leave will be accumulated by an employee who is on an extended illness leave.

#### 8.4 Personal Necessity Leave

- 8.4.1. Bargaining unit members shall be entitled to use up to ten (10) days of accumulated and/or credited sick leave during each year in case of personal necessity.
- 8.4.2. Purposes and/or reasons for which personal necessity leave may be used shall be limited to the following:
  - 8.4.2.1. Death or serious illness of a member of the immediate family. Use of Personal Necessity Leave for this purpose shall occur after the full

amount of Bereavement Leave time has been utilized, as provided in Paragraph 8.6, below.

8.4.2.2. Death of a relative not in the immediate family or of a close friend. This is limited to one occurrence per year. A maximum of one (1) day may be used. A minimum of one-half (1/2) day will be charged for any use.

8.4.2.3. Accident or emergency involving the bargaining unit member's person or property or the person or property of a member of his/her immediate family.

8.4.2.4. Caring for the needs of an adopted child at or near the time of adoption.

8.4.2.5. Caring for one's child and/or the mother of said child during and/or immediately after the child's birth.

8.4.2.6. Appearance in a legal proceeding as a litigant or witness under subpoena or summons.

8.4.2.6.1. Proof of order for appearance may be required.

8.4.2.6.2. Any fees or payments for such appearance up to an amount equal to the employee's salary shall be remitted to the District, but reimbursements for travel, hotels, meals, etc., shall not be considered fee or payment for appearance.

8.4.3. Unit members may use two (2) days of the ten (10) Personal Necessity Leave Days for personal time off. These days will be deducted from sick leave and are not cumulative from year to year. Personal time off days may be taken during school time after permission is granted by the site principal and appropriate forms have been completed. If requests for this leave are denied, a written reason for such denial will be given to the unit member. Leaves will normally not be granted on Professional Development Days and Bargaining unit member Orientation Days.

Unit members may utilize a maximum of four (4) total days per year for the purpose of personal time off. The above maximum would be comprised of the available time off above and 8.1.1.1.1. In the event a unit member would accumulate four (4) or more days under Section 8.1.1.1.1. he/she may utilize up to four (4) days for

personal time off without reducing sick leave under this section.

8.4.4. Unit members may use two (2) days of the ten (10) Personal Necessity Days for attending School or school related activities of their child.

## 8.5 Bereavement Leave

8.5.1. A bargaining unit member shall be entitled to a leave of absence on account of the death of any member of the immediate family. The leave shall be for a period not to exceed three (3) days, or five (5) days if one-way travel of more than 200 miles is required. Immediate family includes the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of employee; or of the registered domestic partner of the employee; and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, or the employee or any relative living in the immediate household of the employee.

8.5.2. No deduction shall be made from the employee's salary nor shall such leave be deducted from sick leave.

## 8.6 Extended Personal Leave of Absence

8.6.1. Any tenured bargaining unit member shall be entitled to apply for an extended personal leave of absence, without pay, from his/her regular assignment for any of the following reasons:

8.6.1.1. Caring for a sick member of the immediate family;

8.6.1.2. Educational improvement (i.e., study, travel, research);

8.6.1.3. To run for or serve in an elected office;

8.6.1.4. Personal renewal;

8.6.1.5. Child rearing of dependent children.

8.6.2. Probationary employees shall be entitled to apply for an extended personal leave of absence only for the reasons indicated in Paragraph 8.7.1.1 above and then for a period of no more than two (2) full semesters.

8.6.3. In order to secure an extended personal leave of absence, a bargaining unit member shall be required, except in cases of evident emergency, to submit application for such leave to the District Superintendent at least forty-five (45) days in advance of the commencement of the leave period. Leave requested in order to care for a sick

- member of the bargaining unit member's immediate family (paragraph 8.7.1.1 above) may qualify under the "emergency" category.
- 8.6.4. Except in cases of evident emergency, extended personal leaves of absence shall commence at the beginning of the regular school year or at the beginning of the second semester.
  - 8.6.5. Extended personal leaves of absence shall normally be for a period extending through the end of the current school year (upcoming school year when granted during the summer months). Leaves granted pursuant to paragraph 8.7.1.1 above may be for a period extending to the end of the first semester if so requested by the bargaining unit member.
  - 8.6.6. A maximum of one (1) one-year extension of leave granted under this paragraph may be requested provided that requests for such extension are received in writing by the District office no later than forty-five (45) days prior to the expiration of such leave.
  - 8.6.7. Neither the employee nor the District shall use the leave as justification for change in assignment. In the consideration of seniority, the person not on leave will be considered more senior if seniority is otherwise equal.
  - 8.6.8. Bargaining unit members on extended personal leaves of absence may not return to active employment prior to the expiration of their leave unless agreed to by the Employer.
  - 8.6.9. Notice of intention to return from leave must be received by the District office not later than December 1<sup>st</sup> or May 1<sup>st</sup> for return at the beginning of the following semester. Failure to provide such notice will be considered abandonment of position.
  - 8.6.10. The District shall notify employees on extended personal leave of these deadlines two (2) weeks before the dates cited in paragraph 8.7.9.
  - 8.6.11. While on an extended personal leave of absence a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount of the premiums normally paid by the District for those who are actively employed.
  - 8.6.12. The granting of an extended personal leave of absence shall not deprive the

governing board of its right to dismiss a probationary employee.

8.6.13. No sick leave will be accumulated by an employee who is on extended personal leave of absence.

## 8.7 Industrial Accident and Illness Leave

- 8.7.1. The accident or illness must have arisen out of or in the course of the employment of the employee.
- 8.7.2. Allowable leave shall be for seventy (70) working days in any one (1) fiscal year for the same accident.
- 8.7.3. Allowable leave shall not be accumulative from year to year.
- 8.7.4. The leave under these rules and regulations shall commence on the first day of absence.
- 8.7.5. Payment for wages lost on any day shall not, when added to an award granted to an employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- 8.7.6. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 8.7.7. When an industrial accident or illness occurs at a time when the full seventy (70) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 8.7.8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled and/or required to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 8.7.9. During all paid leaves of absence, whether industrial accident leave as provided in Education Code Section 45192, sick leave, vacation, compensated time off, or other available leave provided by law or the action of a governing board, the employee



shall endorse to the District wage loss benefit checks received under the workers' compensation law of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary, and shall deduct normal retirement and other authorized contributions.

- 8.7.10. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- 8.7.11. The benefits provided by these rules and regulations shall be applicable to all bargaining unit members.
- 8.7.12. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.
- 8.7.13. Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the Employer authorized travel outside the State.
- 8.7.14. Industrial illness or accident generally shall be reported to the District office within twenty-four (24) hours. Employees may go to the doctor of their choice for examination and treatment.
- 8.7.15. The District shall post the name, address, and telephone number of its workers' compensation insurance carrier on bargaining unit member bulletin boards, and in the Bargaining unit members' Handbook.

## 8.8 Jury Leave

- 8.8.1. A bargaining unit member is entitled to as many days of paid leave as are necessary when he/she is required to serve on any lawfully convened jury. Employees called for jury duty who are not required to remain through the normal school work day shall return to their regular duties.

- 8.8.2. Days of absence because of jury duty shall not be charged against the employee's sick leave.
- 8.8.3. Days of absence because of jury duty shall not have an adverse effect on an employee relative to the attainment of tenure or advancement on the District's salary schedule.
- 8.8.4. Stipends received by employees as a result of jury duty, during a scheduled school day, shall be endorsed over to the District and no reduction in normal pay, fringe benefits, or other benefits shall be imposed on the employee in any form.

#### 8.9 Sub-Deduct/Personal Business Leave

- 8.9.1. Certificated employees are entitled to three (3) days of paid personal business leave per year.
- 8.9.2. Utilization of this leave shall result in the employee's pay being reduced by the normal cost of a fully credentialed substitute for the time absent.
- 8.9.3. The leave shall be for the following purposes:
  - 8.9.3.1. Legal, not resolvable at another time;
  - 8.9.3.2. Educational, not resolvable at another time;
  - 8.9.3.3. Legislative (for employee elected to a city council or to a school board in another district);
  - 8.9.3.4. Any situation critical to the employee, not resolvable at another time.
- 8.9.4. Up to two (2) additional days may be used by an employee who has not been recommended for reemployment for the following school year due to causes not related to his/her performance as a bargaining unit member. Such time shall be available only for the purpose of interviewing for other employment.
- 8.9.5. The leave may be approved before or after its usage, depending upon its foreseeability.
- 8.9.6. The purpose of the leave must be stated in writing or communicated directly to the principal or superintendent.
- 8.9.7. The unit member will be charged for periods missed whether or not a substitute is employed.

#### 8.10 Power to Grant Leaves of Absence

This express authorization or requirement does not deprive the governing board of the

power to grant leaves of absence with or without pay to such employees for other purposes or for other periods of time, so long as the governing board does not deprive any employee of any leave of absence to which he is entitled by law.

8.12 Catastrophic Leave Program - Certificated Employees

8.12.1 Any certificated employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.

8.12.2 "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 available sick leave and other paid time off.

8.12.3 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.

8.12.4 The Joint Resolution Committee, as defined, shall determine:

8.12.4.1 That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and

8.12.4.2 That the employee has exhausted all accrued paid leave credits for which they qualify as defined in Article 8 of the Collective Bargaining Agreement.

8.12.4.3 If an employee is applying for and approved to use this leave based upon a qualified family member need, the employee shall have all but 10 days of his/her accumulated sick leave converted to personal necessity catastrophic sick leave to be used prior to receiving donated catastrophic sick leave.

8.12.5 When the above verification and determinations are made, the transfer of sick leave credits will be made per pay period as needed.

- 8.12.6 All certificated employees on active duty with the District are automatically members of the Catastrophic Leave Program unless the member retires or is terminated.
- 8.12.7 The maximum amount of catastrophic leave credit that may be used by an individual for his or her own catastrophic illness under this section shall be ninety (90) days in any school year, (for use by the employee for a family member, this leave shall not exceed sixty (60) days in any school year) as long as those days do not cause the employee to be granted an additional five-month differential period. Catastrophic leave days granted do not need to be taken consecutively.
- 8.12.8 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 8.12.9 The District will credit 38 days annually to the Catastrophic Leave Program Bank (representing an average number of excess instructional minutes converted to days over the past ten years as calculated by previous contract language).
- 8.12.10 Catastrophic Leave Programs shall operate as follows:
- 8.12.10.1 In order to be eligible to withdraw from the Catastrophic Leave Program, you must be a member pursuant to Section 8.13.6 of this agreement.
  - 8.12.10.2 Unit members will have a sixty (60) day waiting period after becoming a member to be eligible to withdraw.
  - 8.12.10.3 Upon depletion of the Catastrophic Leave Bank, the District will draw sick leave days from unit members.
    - 8.13.10.3.1 In the case of a sick leave draw, unit members will be deducted one day of sick leave at a time in order of seniority as defined in Section 14.1.4 of this Agreement beginning with the most senior unit member.
    - 8.12.10.3.2 Any unit member who does not have any accrued sick leave at the time of a draw will have one day transferred to the program as soon as possible.

**SECTION IX**  
**HEALTH AND WELFARE BENEFITS**

**9.1 Benefits**

- 9.1.1. Beginning October 1, 2019, the District agrees to contribute a maximum of \$18,192 per year (\$1,516 per premium month) toward the cost of medical and hospitalization insurance, dental insurance, vision insurance, and hearing insurance for all full-time employees and their families, and \$20,000 of life insurance for all employees.
- 9.1.2. All programs described in paragraph 9.1.1 above shall be administered under provisions contained in the Hanford Joint Union High School District Employee Benefits Program Plan Documents for medical, dental, behavioral health and hearing coverage. Vision and life coverage is fully insured through contracted insurance carriers.
- 9.1.3. Certificates of insurance setting forth all pertinent provisions of the programs described in Paragraph 9.1.1 above shall be made available to all members of the bargaining unit within a reasonable period of time following ratification of this Agreement.
- 9.1.4 Any dispute of claims under the plan shall not be subject to the grievance procedure of this Agreement. Appeals may be submitted to the appropriate agency, as described in paragraph 9.1.2 above, for consideration.

**9.2 District-Paid Health Plan for Retirees**

- 9.2.1 Beginning October 1, 2019, the District shall allow retirees and eligible dependents to continue the District's existing medical insurance plans enumerated under Article 9.1.1 above, exclusive of life insurance. Effective October 1, 2019, the District shall contribute \$18,144 per premium year (\$1,512 per premium month) for this coverage. Those eligible are employees retiring on or after reaching age fifty-five (55) years, and continuing until age sixty-five (65).  
The District shall provide such insurances for all retirees and their eligible dependents and for those who are presently enrolled in the District's Health Plan, provided said retirees and dependents meet the eligibility requirements. The level

of health & welfare insurance coverage shall be subject to such changes negotiated within subsequent contracts. An eligible retiree is one who qualifies under the Education Code to receive a service retirement from STRS (PERS if applicable) and has served in the District a minimum of 15 years.

9.2.2 An eligible dependent is defined as one who meets the eligibility requirements of the insurance plan. If a retiree, receiving this benefit, should predecease a spouse, then the benefit will continue for said spouse to the end of the current insurance contract year.

9.2.3 If eligible for Medicare upon reaching the age of sixty-five (65), an employee shall have the option of purchasing the District's health benefit plan as secondary coverage while enrolled in Medicare Plan A and B. For those employees retiring before July 1, 1997, and have not selected the District's health benefit plan, the District shall pay the cost of Plan B.

9.2.3.1 Dependents who reach the age of sixty-five (65), if eligible for Medicare, shall have the same option as employees.

9.2.3.2 Survivor Health Benefits for the surviving spouse of a retiree purchasing the District's health benefit plan after reaching age sixty-five (65) shall be available for the surviving spouse to purchase for a period of 60 days after the coverage terminates for the deceased retiree.

9.2.4 If not eligible for Medicare upon reaching age sixty-five (65), an employee shall have the option of purchasing the District's health benefit plan as primary coverage.

### 9.3 Survivors Benefits

9.3.1 The District shall pay insurance coverages enumerated under Paragraph 9.1 above, except for life insurance for the surviving spouse and eligible dependents of a certificated employee dying while in the service of the District. Said coverages shall be provided for nine (9) months or through the August 31<sup>st</sup> following the death of the employee, whichever is longer.

9.3.2 Following the above described period, the surviving spouse, until age 65, and eligible dependents may continue as group members of the District's medical and dental insurance plans upon payment of premiums to the District. In the event of

remarriage of the surviving spouse or five years of ongoing use, such right of benefits shall cease.

9.4 Duration of Benefits

- 9.4.1 Adult School bargaining unit members who work a complete school year shall have insurance benefits listed in Paragraph 9.1 above effective through the August 31<sup>st</sup> of the succeeding school year.
- 9.4.2 Adult School bargaining unit members who are employed after the first day of the school year shall have insurance benefits commence on the first day of the following school month.
- 9.4.3 Adult School bargaining unit members who terminate their employment prior to the close of school shall be under the District's insurance plan to the end of the payroll period in which the termination occurs.

9.5 Continuity of Benefits

The fringe benefits provided in this section shall remain in effect during the term of this Agreement and/or until a successor Agreement is effected.

9.6 Standing Insurance Committee

- 9.6.1 The Standing Insurance Committee will act as the governing body for the administration of the benefits program. The committee shall be comprised of three (3) management representatives, three (3) HSEA representatives, and three (3) CSEA representatives, who preferably are fully insured participants in the District's Health and Welfare Insurance Program.
- 9.6.2 Responsibilities of the Standing Insurance Committee shall include, but not be limited to:
  - 9.6.2.1 Review financial status and make final operational decisions in connection with the administration of the health benefits program.
  - 9.6.2.2 Study information regarding health benefits cost analysis, variations in coverage, and ways to effect cost containment in order to make final operational decisions except as stated in 9.6.2.3. The committee will identify options as appropriate when considering operational decisions and committee representatives shall solicit input regarding these options from their respective constituents. All operational decisions

will be by majority vote of the Insurance Committee. It is understood that the annual renewal process occurs during the summer months, with rates becoming available in June and/or July and agreed that unit representative members of the committee will work within those time constraints in notifying their constituents of any proposed plan/cost changes.

- 9.6.2.3 The Standing Insurance Committee shall not make changes in the rate structure (i.e., composite rate vs. tiered rate), offer multiple plans, or change to a Health Maintenance Organization (HMO) Plan without bargaining with the respective unit first. In the event that negotiations do not result in an agreement within the time constraints set forth in 9.6.2.2 above, the proposed change shall not be implemented until the parties reach agreement or exhaust the statutory impasse procedure.
- 9.6.2.4 Administration and approval or denial of appeals for claims.
- 9.6.2.5 The Standing Insurance Committee has no jurisdiction to change or otherwise modify the terms of Article 9 or any other provisions of the collective bargaining agreement.

## **SECTION X**

### **SALARIES**

#### **10.1 Salary Schedule**

10.1.1. The Certificated Salary Schedule for 2019-2020 school year will be increased by two percent (2%) retroactive to July 1, 2019. Retroactive pay will be paid to employees on the November 27, 2019 regular payroll. For the 2019-2020 Salary Schedule please see Appendix A. Anniversary increments of 2.5% shall be granted to any full-time (30+hours) Adult School bargaining unit member at the commencement of the bargaining unit member's 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> year of full-time experience with the Hanford Adult School.

#### **10.2 Extra Duty Pay**

An Adult School bargaining unit member who is employed by the comprehensive high school to perform special duty assignments will be compensated in accordance with the



comprehensive collective bargaining unit agreement.

### 10.3 General

10.3.1. The Board of Trustees reserves the right to allow, within its discretion, increments in addition to the scheduled amounts listed in the salary schedule for specific assignment or continued outstanding service which shall be approved by the administration. Such increments shall be reviewed annually and may be discontinued at the discretion of the Board.

10.3.2. Vocational trade experience, verified in writing, may be substituted for college units for initial placement only on the salary schedule at the rate of fifteen (15) semester units per year of work done, up to a maximum of fifteen (15) units. This work must have been done within ten (10) years of the date of application and in the immediate field of the bargaining unit member.

10.3.3. All courses to be submitted to meet salary schedule class requirements must be approved by the school principal or designee in advance and prior to May 1. Verification of completion of salary schedule class requirements must be submitted to the District Human Resources Office by September 15 of each year.

## **SECTION XI**

### **MANAGEMENT RIGHTS**

11.1 It is understood that the Employer retains all of its powers and authority to direct and control the District to the full extent of the law. Included in those duties and powers, but not necessarily limited thereto, is the right to: direct the work of its employees; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; build, move, or modify the facilities; develop a budget; and contract out work. In addition, the Employer retains the right to evaluate, hire, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.

11.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, 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, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

## **SECTION XII**

### **ZIPPER CLAUSE**

- 12.1 The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 12.2 Therefore, for the life of this Agreement, and except as may otherwise be mutually agreed, the Employer and Association agree that they will in no way attempt to modify conditions of employment subject to the bargaining process as set forth in the "act", nor shall they be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## **SECTION XIII**

### **RETIREMENT PROGRAMS**

Adult School bargaining unit members shall have the option of selecting any early retirement incentive program offered through board policy.

## **SECTION XIV**

### **EFFECTS OF LAYOFFS**

#### 14.1 Notification of Layoffs

- 14.1.1 The District shall give prior notification to the Association of its proposed intent to lay off bargaining unit members. The District shall provide the Association

with pertinent information relating to the contemplated layoff(s), including, but not limited to, the following:

- 14.1.1.1. The number and names of unit members to receive layoff notices. Names shall not be provided until after individuals have been served.
- 14.1.1.2. A seniority list of all bargaining unit members.
- 14.1.1.3. A list of all adult school bargaining unit members working fewer than twenty-one (21) hours per week performing bargaining unit work.
- 14.1.1.4. A list of all programs and curriculum changes anticipated as a result of the proposed layoffs.
- 14.1.2 Within five (5) school days of the notification to the Association of the contemplated layoffs, the District shall meet with the Association representatives to review possible ways to avoid layoffs or lessen the effect on Adult School bargaining unit members involved. Only the timeline in this paragraph shall be subject to the grievance article.
- 14.1.3 In determining which bargaining unit members are to receive layoff notices, the following provisions shall apply:
  - 14.1.3.1 No permanent or probationary Adult School bargaining unit member may be terminated while any other permanent or probationary Adult School bargaining unit member with less seniority, is retained to render a service which said Adult School bargaining unit member is certificated and competent to render.
  - 14.1.3.2 Adult School bargaining unit members shall be considered competent and qualified to perform those services which their credentials authorize them to perform and in which experience in those areas has occurred.
- 14.1.4 Seniority is determined by the Adult School bargaining unit member's initial date of paid service as a probationary employee within the Adult School. In the event two (2) or more Adult School bargaining unit members have the same initial date of paid service, their seniority number shall be established by applying the following criteria until any tie is broken:

14.1.4.1 Number of years of previous experience acceptable for salary schedule placement.

14.1.4.2 The number of applicable credentials held.

14.1.4.3 Should any ties still remain, they will be broken by lot.

14.2 Recall Rights

14.2.1 For a period of thirty-nine (39) months from the date of layoff, any permanent employee who in the meantime has not attained the age of sixty-five (65) years shall have the preferred right to reappointment, in the order of original employment.

14.2.2 The above right to reappointment may be waived by the employee, without prejudice, for not more than one (1) school year, unless the board extends this right, but such waiver shall not deprive the employee of his right to subsequent offers of reappointment.

14.2.3 During the thirty-nine-month (39) period of the right to reappointment, any such Adult School bargaining unit member may, in the order of original employment, be offered prior opportunity for substitute service at the Adult School during the absence of any other Adult School bargaining unit member who has been granted a leave of absence or who is temporarily absent from duty; provided that his/her services may be terminated upon the return to duty of said other Adult School bargaining unit member, and that the said substitute service shall not affect the retention of his previous classification and rights. If, in any school year the Adult School bargaining unit member serves as a substitute in an Adult School position requiring certification for any twenty-one (21) days or more within a period of sixty (60) school days, the compensation the Adult School bargaining unit member receives for substitute service in that sixty-day (60) period, including his/her first twenty (20) days of substitute service, shall not be less than the amount the Adult School bargaining unit member would receive if he/she were being reappointed.

14.2.4 Any probationary Adult School bargaining unit member who has been laid off shall have the following rights:

14.2.4.1 For the period of twenty-four (24) months from the date of such

layoff, any Adult School bargaining unit member who in the meantime has not attained the age of sixty-five (65) years shall have the preferred right to reappointment, in the order of original employment.

14.2.4.2 During the twenty-four-month (24) period of the right to reappointment, any such Adult School bargaining unit member may, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other Adult School bargaining unit member who has been granted leave of absence or who is temporarily absent from duty, provided that his services may be terminated upon a return to duty of such other employee.

14.3 Severance Rights

14.3.1 The District shall allow personal necessity leave to be used for up to three (3) days of confirmed interviews for bonafide position openings. The employee may use this leave prior to other leaves available in this Agreement.

14.3.2 A laid off Adult School bargaining unit member may continue coverage at his or her own expense in a District medical plan by prepayment of the premium.

14.3.3 The District shall provide job seeking counseling for all persons receiving a layoff notice, if requested.

14.3.4 The District shall advise any unit member who is laid off as to their potential rights to unemployment insurance benefits and the process to follow in filing a claim.

## **SECTION XV**

### ***DISTRICT/SITE MANAGEMENT STRUCTURE***

15.1 Joint Resolution Committee

15.1.1. Purpose

Cooperatively identify, review and attempt to resolve contractual and legal issues.

15.1.2. Membership

15.1.2.1. Superintendent (Co-Chair) or designee

15.1.2.2. Association President (Co-Chair) or designee

15.1.2.3. One management

15.1.2.4. One association member

15.1.2.5. Optional member by mutual agreement

15.1.3. Procedure

Meeting called by superintendent or designee and/or association president or designee.

15.1.4. Resolution

Memo of resolution agreed and signed by superintendent or designee and association president or designee at conclusion of each meeting.

15.1.5. Waiver of Contract Provisions

A waiver of any contract language may be accomplished by mutual agreement of the superintendent or designee and the association president or designee. This waiver will be in the form of a side letter to the contract and must contain the following:

15.1.5.1. Section(s) of the contract to be waived

15.1.5.2. Length of time to be in effect (beginning and ending dates)

15.1.5.3. Signature of the superintendent or designee and association president or designee

15.1.5.4. Date of agreement

## **SECTION XVI**

### **PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

16.1 Authorization for Payroll Deduction

The Association certifies that it has and will maintain individual employee authorizations regarding union membership. The Association shall provide written notification to the District of any unit member who is a member of the Hanford Secondary Education Association, CTA/NEA, or who has applied for membership, and who has authorized deduction of Association membership dues. Pursuant to such written notification, the

District shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the unit member each month for ten (10) months per year. Deductions for unit members who join the Association after the commencement of the school year shall be appropriately prorated to complete dues and payments by the end of the school year. Any new, changed, or discontinued deduction must be received by the District's Business Office before the 15th of any month in order for the deduction to be processed for that pay period.

- 16.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 16.3 Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member, and made appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 16.4 As stated in Education Code Section 45060, The governing board shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than to the governing board. The employee organization shall be responsible for processing these requests. The governing board shall rely on information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.
- 16.5 As stated in Education Code Section 45060, A certified or recognized employee organization that certifies that it has and will maintain individual employee authorizations shall not be required to submit to the governing board of a public school employer a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The employee organization shall indemnify the public school

employer for any claims made by the employee for deductions made in reliance on its notification.

## **SECTION XVII**

### **DISCIPLINE SHORT OF DISMISSAL**

- 17.1 This sub-section provides a progressive process for disciplinary actions short of dismissal. It does not affect other personnel actions (such as evaluation and teacher termination) or the non-reelection/retention of probationary bargaining unit members which are governed by the Education Code or other statutes.
- 17.2 Disciplinary action pursuant to this sub-section shall not exceed suspension without pay for ten (10) workdays during the school year.
- 17.3 Any action taken pursuant to this sub-section must be based upon cause and the principles of progressive discipline. The steps listed below are progressive in nature and shall typically be followed in order, unless the nature or severity of the offense justifies otherwise.

#### 17.3.1. Oral warning

Oral warnings shall be the first step in all discipline procedures (except as noted above). No written record of an oral warning shall be placed in the bargaining unit member's District Office personnel file.

#### 17.3.2. Written warning

Written warnings shall not be used under this sub-section unless the bargaining unit member has received another oral or written warning within the last twelve (12) months. No written warning shall be placed in the unit member's District Office personnel file.

#### 17.3.3. Written reprimand

No bargaining unit member shall receive a written reprimand under this sub-section unless the unit member has received a written warning within the last twenty-four (24) months. The bargaining unit member shall sign the reprimand for the purpose of acknowledging receipt only and a copy of the reprimand shall be placed in the bargaining unit member's District Office personnel file. The bargaining unit member may attach a written rebuttal to the reprimand at any



time.

17.3.4. Suspension without pay

No bargaining unit member shall be suspended without pay under this sub-section unless the bargaining unit member has received written reprimand within the last twenty-four (24) months. No bargaining unit member shall be suspended for more than ten (10) working days during the school year. In all instances, however, the length of the suspension shall correlate to the severity of the misconduct and suspension history of the bargaining unit member. The Superintendent/designee shall provide the bargaining unit member with written notice of proposed suspension which shall be served on the bargaining unit member in person or by certified mail.

17.4 Any bargaining unit member who receives a written notice of proposed suspension shall also be notified in writing of his/her right to appeal said action by requesting that the Association President invoke the Joint Resolution Committee provisions of this Agreement under Section 17.1. Such appeal shall be filed within ten (10) working days of the date that the bargaining unit member was served with notice of proposed suspension. The appeal shall be filed with the Office of the Assistant Superintendent of Human Resources.

17.5 Any appeal of a proposed suspension to the Joint Resolution Committee shall be limited to:

17.5.1. Whether or not there was cause for the proposed suspension.

17.5.2. Whether or not there were any procedural violations of the provisions contained herein, i.e. Section XVII.

17.6 Any bargaining unit member who appeals a proposed suspension shall not serve any suspension without pay until conclusion of the Joint Resolution Committee process.

17.7 Nothing in this sub-section shall prevent the District from using evidence of disciplinary offenses to the full extent permitted by law in teacher termination proceedings under the Education Code.

**SECTION XVIII**  
**RATIFICATION**

In witness, whereof the parties hereto have caused this Agreement to be signed by the President of the Association and the Superintendent of the Hanford Joint Union High School District on the day and year written below.

Ratified by the Board of Trustees: 11/12/2020



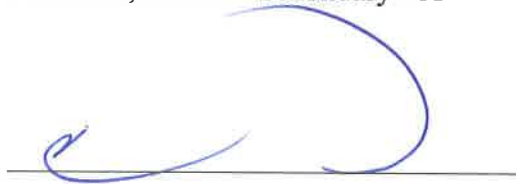
President, HJUHS Board of Trustees



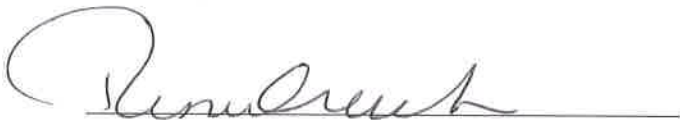
President, Hanford Secondary EA



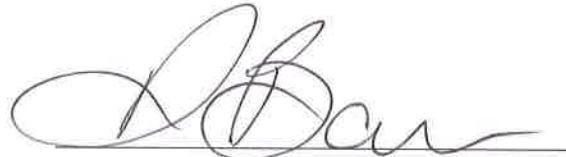
Superintendent, HJUHS



Representative, HSEA



Assistant Superintendent, HJUHS



Representative, HSEA

**APPENDIX A****2019-2020 CERTIFICATED SALARY SCHEDULE**

**HANFORD JOINT UNION HIGH SCHOOL DISTRICT  
HANFORD ADULT SCHOOL  
CERTIFICATED HOURLY WAGE SCHEDULE  
2019-2020**

**CONTRACT:**

	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>
	<b>Credential or Bachelors Degree LVN Certified Instructor</b>	<b>Bachelors Degree + 30 or Standard Secondary RN Certified Instructor (AS)</b>	<b>Bachelor Degree + 60 BSN</b>
	<b>\$45.68</b>	<b>\$47.98</b>	<b>\$50.36</b>
<b>1st Anniversary<sup>†</sup></b>	<b>\$46.82</b>	<b>\$49.18</b>	<b>\$51.62</b>
<b>2nd Anniversary<sup>†</sup></b>	<b>\$47.99</b>	<b>\$50.41</b>	<b>\$52.91</b>
<b>3rd Anniversary<sup>†</sup></b>	<b>\$49.19</b>	<b>\$51.67</b>	<b>\$54.23</b>
<b>4th Anniversary<sup>†</sup></b>	<b>\$50.42</b>	<b>\$52.96</b>	<b>\$55.59</b>

1 No extra pay shall be provided for a Master's Degree.

2 <sup>†</sup>Anniversary increments of 2.5% shall be granted to any full-time Adult School Teacher (30+ hrs/week) at the commencement of the teacher's 10th, 15th, 20th, and 25th year of experience with the Hanford Adult School.

3 **TEACHER BENEFITS**

Any Adult School teacher hired to work 30 hours per week for a full school year (at least 160 days) may enroll in the District's Health, Dental and Vision Insurance Benefit on the date of hire. The employee's portion of the benefit will be deducted from their monthly paycheck in accordance with the Benefit Rate Schedule. Insurance would be effective the 1st of the month following eligibility requirements.

Effective date: Retro to July 1, 2019

**NON-CONTRACT:**

	<b>Credential or BA</b>	<b>BA + 30</b>	<b>BA + 60</b>
<b>Teacher</b>	<b>\$40.00</b>	<b>\$42.00</b>	<b>\$44.00</b>
Effective date: July 1, 2019			
<b>Counselor (P-T)</b>	<b>\$44.00</b>	<b>\$46.00</b>	<b>\$48.00</b>
Effective date: July 1, 2019			

1 No fringe benefits provided for hourly paid work with the exception of sick leave. Sick leave is prorated based upon hours worked.

**Substitute \$20.00**

1 After eleven (11) consecutive days a regularly credentialed substitute shall be paid the non-contract hourly rate based on units above the Bachelor's Degree for replacing a teacher who is on an extended leave or for some reason cannot fill his/her teaching assignment.

2 No fringe benefits provided for hourly paid work with the exception of sick leave as per AB1522.

BOARD APPROVED: November 26, 2019

**APPENDIX B**
**2019-2020 ADULT SCHOOL CALENDAR**

**HANFORD JOINT UNION HIGH SCHOOL DISTRICT  
HANFORD ADULT SCHOOL  
2019/2020 CALENDAR**

MONTH	M	T	W	Th	F	Reg. Mo.	Days Taught	Significant Dates	EXPLANATION
AUGUST	5 [12]	6 {13}	7 {14}	8 <15	9 16			Aug 12-14 Aug 15	Teacher Work Days First Day of School
SEPTEMBER	19 26	20 27	21 28	22 29	23 30	1	16	Sept 2 Sept 20	Labor Day End of 1 <sup>st</sup> Grading Period
OCTOBER	2 9	3 10	4 11	5 12	6 13	2	20		
NOVEMBER	16 23	17 24	18 25	19 26	20 27				
DECEMBER	30 7	1 8	2 9	3 10	4 11	3	19	Oct 25 Nov 1	Prof Development Day End of 2 <sup>nd</sup> Grading Period
JANUARY	14 21	15 22	16 23	17 24	18 {25}			Nov 11 Nov 22 - Dec 3	Veteran's Day Thanksgiving Break
FEBRUARY	28 4	29 5	30 6	31 7	1 8	4	13		
MARCH	11 18	12 19	13 20	14 21	15 22				
APRIL	25 2	26 3	27 4	28 5	29 6	5	10	Dec 20 Dec 23 - Jan 10	End of First Semester Winter Break
MAY	9 16	10 17	11 18	12 19	13 20	6	9		
JUNE	23 30	24 31	25 1	26 2	27 3	7	17	Jan 20 Jan 31	ML King Day Prof Development Day
JULY	6 13	7 14	8 15	9 16	10 17			Feb 10 Feb 17	Lincoln's Birthday Washington's Birthday
AUGUST	20 27	21 28	22 29	23 30	24 1	8	20	Feb 21	End of 1 <sup>st</sup> Grading Period
SEPTEMBER	2 9	3 10	4 11	5 12	6 13				
OCTOBER	16 23	17 24	18 25	19 26	20 27	9	12	Apr 3 Apr 6 - 10 Apr 13	End of 2 <sup>nd</sup> Grading Period Spring Break Floating Holiday
NOVEMBER	23 30	24 31	25 1	26 2	27 3				
DECEMBER	6 13	7 14	8 15	9 16	10 17	10	20		
JANUARY	20 27	21 28	22 29	23 30	24 1			May 25 June 5 June 5	Memorial Day End of Second Semester Last Day of School

{ } Teacher Workdays    <> Student Year    [ ] Teacher Work Year    Holidays

*School Improvement Days - Every Wednesday with classes beginning at 8:55 am*

*Testing dates to be determined*

BOARD APPROVED: April 24, 2018

## APPENDIX B-1 2020-2021 ADULT SCHOOL CALENDAR

### HANFORD JOINT UNION HIGH SCHOOL DISTRICT 2020/2021 HANFORD ADULT SCHOOL CALENDAR

MONTH	M	T	W	Th	F	Reg. Mo.	Days Taught	Significant Dates	EXPLANATION
AUGUST	3 {10}	4 {11}	5 {12}	6 <13	7 14			Aug 10-12 Aug 13	Teacher Work Days First Day of School
SEPTEMBER	17 24 31	18 25 1	19 26 2	20 27 3	21 28 4	1	17	Sept 7 Sept 18	Labor Day End of 1 <sup>st</sup> Grading Period
OCTOBER	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 1	11 18 25 2	2	19		
NOVEMBER	5 12 {19}	6 13 20	7 14 21	8 15 22	9 16 23	3	19	Oct 19 Oct 30	Prof Development Day End of 2 <sup>nd</sup> Grading Period
DECEMBER	2 9 16 23 30	3 10 17 24 1	4 11 18 25 2	5 12 19 26 3	6 13 20 27 4	4	13	Nov 11 Nov 20-Dec 1	Veteran's Day Thanksgiving Break
JANUARY	7 14 21	8 15 22	9 16 23	10 17 24	11 18 25	5	10	Dec 15 Dec 16- Jan 8	End of First Semester Winter Break
FEBRUARY	28 4 11 18	29 5 12 19	30 6 13 20	31 7 14 21	1 8 15 22	6	9	Jan 18 Jan 29	ML King Day Prof Development Day
MARCH	1 8 15	2 9 16	3 10 17	4 11 18	5 12 19	7	17	Feb 8 Feb 15 Feb 19	Lincoln's Birthday Washington's Birthday End of 1 <sup>st</sup> Grading Period
APRIL	22 29 5 12	23 30 6 13	24 31 7 14	25 1 8 15	26 2 9 16	8	20		
MAY	19 26 3 10	20 27 4 11	21 28 5 12	22 29 6 13	23 30 7 14	9	12	Mar 31 Apr 1-9 Apr 5	End of 2 <sup>nd</sup> Grading Period Spring Break Floating Holiday
JUNE	17 24 31	18 25 1	19 26 2	20 27 3	21 28 4	10	20	May 31 June 4 June 4	Memorial Day End of Second Semester Last Day of School

{ } Teacher Workdays    < > Student Year    [ ] Teacher Work Year    Holidays

*School Improvement Days - Every Wednesday with classes beginning at 8:55 am*

*Testing dates to be determined*

BOARD APPROVED: