

TENTATIVE AGREEMENT BETWEEN THE
DELHI UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOCAL CHAPTER 234

The following tentative agreement between the Delhi Unified School District (“District”) and the California School Employees Association, Chapter 234 (“CSEA”) resolving the parties’ reopener contract negotiations for the 2023-2024 term.

Article 10 Pay and Allowances:

- A. 8.22% increase to the classified salary schedule effective July 1, 2023. This retroactive increase will be reflected in unit members’ pay as soon as practicable.

Article 14 Leaves:

3. Reasons for personal necessity in which advance notification is required are:
- a. Appearance in court as a litigant, or as a witness under official order;
 - b. Serious Illness of a member of his/her immediate family;
 - c. Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member of such emergency nature that the presence of the unit member is required during his/her regular working hours and no alternative meeting time during non – duty can be arranged;
 - d. Settling of legal affairs and other serious personal emergencies, which cannot be resolved on a non – working day;
 - e. Seeing a son, daughter or parent off to military duty overseas;
 - f. Paternity leave for new fathers.
 - g. Up to five (5) days, with a maximum of two (2) days per month, except in the case of emergencies, may be used for:
 - ☐ Attendance at a school or licensed child care facility event of your own child,
 - ☐ Searching and enrolling (or re-enrolling) your child in a school or licensed child care facility, or
 - ☐ Addressing a child care or school emergency issue.

Article 15 Hiring/Employment

E. PROMOTIONS: Unit members who meet minimum qualifications ~~in the bargaining unit~~ shall be given first consideration to interview ~~in interviewing in filling~~ to fill any job vacancy which can be considered a promotion. If all qualifications, including but not limited to physical or educational, test scores, written evaluations, attendance and experience are equal, the unit members with the greatest seniority will be promoted.

Article 17 Layoff and Dismissal

B. NOTICE TO UNIT MEMBERS:

Unit members affected by the layoff shall be given notice as set forth below:

~~Unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff except under conditions set forth in items 1 and 2 below:~~

Pursuant to Education Code section 45117 permanent unit members affected by the layoff shall be given notice as set forth below:

- ~~1. When a categorically funded program is to expire at the end of a school year, notice of layoff must be given on or before April 29. If the expiration date of a specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of specially funded programs must be given sixty (60) days prior to the effective date of layoff.~~

On or before March 15 of the fiscal year preceding the effective date of layoff; or

- ~~2. The unit member may also be laid off without the notice set forth above as result of lack of work resulting from an emergency situation not foreseeable nor preventable by the governing board.~~

If the layoff is due to the expiration of specially funded program(s) notice shall be given no less than sixty (60) calendar days prior to the effective date of layoff.

C. CONTENT OF NOTICE:

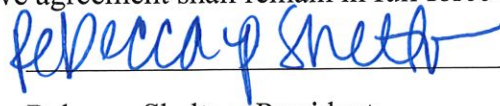
The notice of layoff must inform the unit member of the effective date of the layoff; displacement rights, if any and the unit member's reemployment rights. **Procedures for layoff notice and right to a hearing are set forth in Education Code 45117**

Article 23 Health Benefits Benefit Eligibility

- C. The District will set up a retiree benefit account that will be funded through unused benefit allocation funds. **The Retiree Benefit account will pay up to three (3) months of health, dental and vision insurance rates for any retiree who retires and who has completed ten (10) consecutive years of service in the District. This fund is only valid as long as there are funds in the Retiree Benefit account that had been previously funded through unused benefit allocation funds. The District is not responsible for contributing any funds to this account or to any retiree that chooses to utilize this account.**

All other terms not modified by this tentative agreement shall remain in full force and effect.

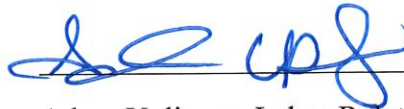
Dated: July 19, 2023



Rebecca Shelton, President

CSEA and its Chapter #234

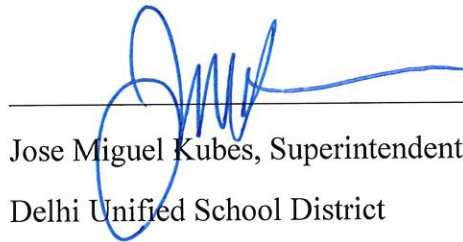
Dated: July 19, 2023



Adam Uplinger, Labor Relations Representative

California School Employee Association

Dated: July 19, 2023



Jose Miguel Kubes, Superintendent

Delhi Unified School District