

***COLLECTIVE  
BARGAINING  
AGREEMENT***

between the

**Delano Union School  
District**

and the

**Delano Union Elementary  
School Teachers  
Association/CTA/NEA  
2017-2020**

**REVISED 8/16/18**

# Table of Contents

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

<u>ARTICLE</u>		<u>PAGE</u>
I	AGREEMENT	1
II	RECOGNITION	2
III	SALARY	3
IV	HEALTH AND WELFARE BENEFITS	9
V	RETIREMENT	11
VI	TEACHING HOURS	12
VII	SUBSTITUTE TEACHERS	17
VIII	CLASS SIZE	18
IX	EMPLOYEE EVALUATION PROCEDURE	21
X	LEAVE PROVISIONS	26
XI	VACANCIES/TRANSFERS/REASSIGNMENTS	34
XII	TEACHER SAFETY AND WORKING CONDITIONS	40
XIII	PROFESSIONAL DUES/FEES AND PAYROLL DEDUCTIONS	44
XIV	RIGHTS OF THE EXCLUSIVE REPRESENTATIVE	47
XV	GRIEVANCE PROCEDURE	52
XVI	EMPLOYEE DISCIPLINE	58
XVII	REPORTING OF CHILD ABUSE	63
XVIII	CONCLUSION	64
	SIGNATURE PAGE	66
	SIGNATURE PAGE (REVISIONS)	67
APPENDIX		
A	2017-2018 Teacher Salary Schedules	69
A-1	2018-2019 Teacher Salary Schedules	73
A-2	2019-2020 Teacher Salary Schedules	77
B	2017-2018 School Calendar	82
C	2003 – 2005 Peer Assistance and Review Program (PAR) MOU	84

1 **ARTICLE I**

2 **AGREEMENT**

3

4 A. This Agreement is made and entered into by and between the DELANO UNION SCHOOL  
5 DISTRICT, (the “District” or “Employer”) and the DELANO UNION ELEMENTARY  
6 SCHOOL TEACHERS ASSOCIATION / CALIFORNIA TEACHERS ASSOCIATION /  
7 NATIONAL EDUCATION ASSOCIATION (the “Association,” “Exclusive Representative,”  
8 or “DUESTA”).

9 B. This Agreement is entered into pursuant to the Educational Employment relations Act, Chapter  
10 10.7 Sections 3540-3549, of the California Government Code (the “EERA” or “Act”).

11

1 **ARTICLE II**

2 **RECOGNITION**

3

4 A. The District confirms its recognition of the Delano Union Elementary School Teachers  
5 Association/CTA/NEA as the Exclusive Representative for a bargaining unit comprised of all  
6 certificated employees (“teachers,” “employees,” or “unit members”). Excluded from the unit  
7 shall be certificated day-to day substitutes, long term substitutes hired for an assignment of less  
8 than three months, and all positions designated as management, confidential, or supervisory by  
9 the District pursuant to the EERA.

- 10 1. All newly created certificated positions, except those designated by the District as  
11 management, confidential, or supervisory, shall be assigned to the bargaining unit.
- 12 2. Any dispute regarding the designation of new certificated positions shall be handled in  
13 accordance with Public Employment Relations Board (“PERB”) rules and procedures.
- 14

1 **ARTICLE III**

2 **SALARY**

3  
4 A. The 2017 - 2018 Salary Schedule, with an increase of 2%, is attached to this agreement as  
5 Appendix A. The 2018 – 2019 salary schedule reflecting an increase of 2% over the 2017 -  
6 2018 salary schedule is attached as Appendix A-1. The 2019 – 2020 salary schedule  
7 reflecting an increase of 1% over the 2018 - 2019 salary schedule is attached as Appendix  
8 A-2. In addition to the on-schedule salary increases, a 1% off-schedule bonus will be given  
9 no later than December 10, 2017; a 2% off-schedule bonus will be given no later than  
10 December, 2018; and a 1% off-schedule bonus will be given no later than December, 2019.  
11 If District ADA on the 2018 - 2019 P-1 indicates a decrease of no more than 50.00 ADA, as  
12 compared to the 2017 - 2018 P-2, then an additional 1% will be added on the 2018 – 2019  
13 salary schedules, to be retroactive to July 1, 2018.

14 B. Stipends

- 15 1. An employee shall receive \$2,000 for a Master’s degree and \$2,000 for a Doctorate  
16 degree in addition to his or her placement on the salary schedule.  
17 2. An employee shall receive longevity pay beginning with the 20<sup>th</sup> year of service as  
18 follows:

19	20 – 24 years	\$1638
20	25 – 29 years	\$3275
21	30 – 34 years	\$5186
22	35 or more years	\$7370

- 23 3. Certification (for employees who hold a credential and/or certificate in the content area

1	and are teaching for the year in that assignment.)	
2	Electives / Skill Development	\$2500
3	K-5 Combination Classes	\$2500
4	Speech Intern Support Provider	\$2060
5	Site Resource Teacher	\$1500
6	Band	\$1500
7	Chorus	\$1500
8	Moderate/Severe Special Ed Classes	\$1250
9	Special Education Mild/Moderate	\$1092
10	Special Education Moderate/Severe	\$1092
11	BCLAD	\$1092
12	CLAD/ELD/LDS	\$546
13	SDAIE	\$546
14	4. Extra Duty Stipends	
15	Sports Yearbook Advisor	\$1092
16	Grade Level Chair	\$1092
17	Middle School Cheerleading	\$1092
18	Department Chair	\$1092
19	Site Athletic Coordinator	\$1092
20	Middle School Intramural Sports	\$655
21	Battle of the Books	\$655
22	Site Level Chess Coordinator	\$655
23	Site Coordinator for Color Guard	\$655

1	GATE Festival Facilitator	\$655
2	SCICON (6 <sup>th</sup> grade week participation)	\$655
3	History Day	\$428
4	Math Field Day	\$428
5	Oral Language Festival	\$428
6	Science Fair	\$428
7	Spelling Bee	\$428
8	Site Level Robotics Coordinator	\$428
9	Henry Greeve Speech	\$428

10 C. Except as specified otherwise, existing rules shall continue to apply to salary administration.

11 Salary credit is provided by the District to encourage professional development and enhance  
 12 the quality and flexibility of the teaching staff.

13 1. Salary credit will be allowed for graduate level work without prior approval. However,  
 14 appropriate information regarding the course, location and dates when taken must be  
 15 provided.

16 2. All other course work, workshops, seminars, conferences, etc., should be submitted for  
 17 prior approval to guarantee credit for salary adjustment. A review committee consisting  
 18 of three persons, one District representative, one DUESTA representative, and one  
 19 person mutually agreed upon, will, upon request, evaluate rejected work proposals.

20 3. Any course work, workshops, seminars, conferences, etc., paid for by the District shall  
 21 not be eligible for a salary credit adjustment.

22 4. Verification of any salary credit must be in the form of formal grade reports and/or  
 23 transcripts.

- 1           5. All course credits filed prior to February 1 for salary adjustment purposes shall be  
2           placed retroactive to July 1 of the current school year. Course credits received after  
3           February 1 will be applied to the following school year.
- 4           6. The District may request teachers to be on duty prior to, during, or after the Board-  
5           approved District teacher work year calendar. Summer school / intersession teachers,  
6           and home instruction teachers, will be paid at their per diem rate. Effective January 1,  
7           2015 the per diem rate shall be up to \$50 per hour. Any other assignments of bargaining  
8           unit members will be at the Project rate. Effective January 1, 2015 the project rate will  
9           be raised to a rate of \$35 per hour.
- 10          7. Grants: Teachers shall be paid no less than \$35 per hour and up to per diem as may be  
11          allowed in the grant proposal.
- 12          8. Teachers shall be paid for a minimum of one-half hour for work performed to which the  
13          hourly rate applies and shall, thereafter, be paid computed to the nearest one-quarter  
14          hour.
- 15          9. Starting with the 2014-2015 school year, the District will establish an Attendance  
16          Incentive Rewards Program to improve the consistency and quality of instruction and  
17          reward employees who are at work every day, as well as reduce absenteeism. The  
18          program is not designed to encourage employees who are ill to be at work. Employees  
19          shall receive attendance rewards as specified: Bargaining Unit members with perfect  
20          attendance will receive a bonus of \$150 per trimester, employees may earn up to (3)  
21          trimester incentives in each school year for a maximum of \$450.
- 22          10. Perfect attendance is defined as no absences during the school year, with the exception  
23          of absences protected by law (i.e. jury duty, workers compensation, bereavement,



1 religious holidays, and approved absences for school or association business).

2 11. Incentives are considered income, and subject to normal taxes. Rewards will be paid out  
3 as soon as possible following the trimester in which they are earned. Employees will be  
4 recognized for their achievement at the opening day of ceremonies of the succeeding  
5 school year.

6 D. The District shall reimburse its employees for the use of automobiles owned by the  
7 employees and used in performance of regular assigned duties.

8 1. The mileage rate shall be the annual Board approved IRS rate, effective upon Board  
9 approval. The employee shall receive mileage expenses only when job duties require  
10 travel from place to place during the course of daily work.

11 2. On the job travel, to be compensable, must be specifically authorized by the  
12 Superintendent or designee.

13 3. To receive mileage reimbursement, District personnel must have on file in the Business  
14 Office of the District a statement by the employee's automobile liability insurance  
15 (minimum limits to be bodily injury \$15,000/\$30,000 and property damage, \$5000).

16 4. Dates, places, and mileage involved shall be periodically submitted to the Business  
17 Manager of the District before reimbursement is made.

18 E. Staff Development Buy-back Days: Per diem shall be paid to all attending teachers up to  
19 the state funded maximum for up to three (3) days per year. Employees must attend 7.5  
20 hours of training for each day in order to receive compensation. In the event that state  
21 funding is eliminated for this program, this rate shall expire and have no force or effect  
22 without the need for action by either district or the Association. The District shall notify the  
23 association in writing that the program funding has been eliminated.

1 F. During the intermediate years of this Agreement, the parties agree to reopen the provisions  
2 of this Article. The parties acknowledge that increases in Health and Welfare benefit costs  
3 may impact funds available for salary increases.

4 G. Per diem is calculated:  $\text{base salary} \div \text{contract number of days worked} = \text{daily rate}$ .

5 Hourly rate is calculated:  $\text{daily rate} \div \text{daily contract work hours} = \text{hourly rate}$ .

6

1 **ARTICLE IV**

2 **HEALTH AND WELFARE BENEFITS**

3  
4 A. For each of the 2017 – 2018; 2018 – 2019; and 2019 - 2020 school years, the District will  
5 fully fund the current medical benefits. The parties may review the available plans to  
6 determine the appropriate plans and corresponding incentives.

- 7 1. A choice of Kaiser (\$0 deductible, \$0 co-pay, and \$5.00 per prescription), or  
8 Blue Shield Custom ASO PPO 80/70 with a \$10 co-pay  
9 2. Blue Shield Prescription Plan 3 – 15  
10 3. Delta Dental PPO \$3,000, A100/100 or Delta Dental Premier \$3,000  
11 4. Vision Service Plan (VSP) Plan C with a \$15/\$25 deductible with second pair of  
12 glasses  
13 5. U.S. Behavioral Health Plan, California (Employee Assistance Program)  
14 6. Basic Life Insurance, Lincoln Financial Group -- \$50,000

15 All of the above are at composite rates, except for life insurance.

16 B. See Article V, RETIREMENT, for provisions and benefits for retired teachers and teachers  
17 planning to retire.

18 C. All conditions stated in paragraphs A and B are required and agreed to by the insurance  
19 carrier.

20 D. The District shall pay for or provide at its discretion all medical examinations and tests  
21 which are required for continuation of employment.

22 E. It is understood and agreed by the parties that if a teacher puts in a full work year, the  
23 teacher shall be entitled to a full year’s health and welfare benefits.

1 F. The District will pay the District's contributions for Medicare. The eligible teacher will pay  
2 the teacher's contributions for Medicare.

3

1 **ARTICLE V**

2 **RETIREMENT**

3 A. The District shall pay the full cost of the medical, dental, vision, and life insurance plan as  
4 provided to employees as stated in Article IV until age 65 for its retired teachers who  
5 qualify under this Article.

6 1. The following conditions are required and agreed to by the insurance carrier:

7 a. At least fifteen (15) years of cumulative service with the District ending at  
8 retirement from the Delano Union School District. The time a teacher has spent on  
9 any paid leave status or on health leave without pay shall count toward the  
10 qualifying period of service.

11 b. Retirement under the State Teachers Retirement System

12 2. All retired District teachers meeting the conditions of the Article are eligible starting at age  
13 55. Coordination of benefits with Medicare: A choice of supplemental plans will be made  
14 available to the retired teachers, to be paid by the retired teachers. A list will be made  
15 available.

16 B. Retirement shall be covered with benefits provided herein until age 65 or until Medicare  
17 eligible, whichever occurs first.

18

1 **ARTICLE VI**

2 **TEACHING HOURS**

3  
4 A. The length of the teacher workday, including preparation time, lunchtime, relief periods, and  
5 time required before and after school, shall be seven and one-half hours, from 8:00 A.M to 3:30  
6 P.M. School Psychologists and Nurses shall work from 8:00 A.M. to 4:00 P.M. With the  
7 agreement of the site administrator, teachers who voluntarily begin their workday prior to the  
8 8:00 A.M. start time shall be allowed to leave early to compensate for the time worked prior to  
9 8:00 A.M.

10 1. In emergencies, when all else fails to meet the needs of accelerated enrollment, the  
11 temporary establishment of split classes/double sessions may arise, at which time the  
12 District will enter into negotiations with the Exclusive Representative to arrive upon a  
13 satisfactorily agreed procedure and program.

14 2. With a Board approved policy establishing an Early Primary Program, student contact time  
15 for Transitional Kindergarten and Kindergarten may be up to 315 minutes, including recess  
16 and lunch. In no case will the Transitional Kindergarten and Kindergarten exceed the length  
17 of the primary school day. The Transitional Kindergarten and Kindergarten will have ample  
18 opportunities for both active and quiet activities within an integrated and developmentally  
19 age-appropriate educational setting.

20 3. For grades 1-5, the 322 minutes and for grades 6-8, the 337 minutes of the teacher workday  
21 will be student contact time, inclusive of passing time.

22 a. Grade Level meetings and/or department meetings requiring the attendance of all  
23 teachers shall be called no more than twice during any month of the regular work year,

1 opposite week of late start meetings, not extending beyond 3:30 P.M., with the  
2 exception of the following meetings held during the instructional day: Structured  
3 Teacher Planning Time / collaboration meetings, Multi-tiered System of Support  
4 (MTSS) meetings, Professional Development planning meetings, Professional  
5 Development training sessions, and Late Start meetings. Section 504 and IEP meetings  
6 shall be held during the regular working hours. If CART extends past the instructional  
7 day, the bargaining unit member will receive comp time, equivalent to time spent, which  
8 will not be used to impact instructional time. Time must be mutually agreed upon by  
9 administration and bargaining unit member. It is recognized that the District retains the  
10 ability to call special faculty meetings on short notice to address specific time-sensitive  
11 issues of compelling importance. If such case arises, the affected teachers will be  
12 notified as soon as it is plausible and be given notification of the topics being presented.

13 b. Grade Level Chairpersons (TK-8) and Department Chairs (6-8) may call occasional  
14 meetings. The attendance of teachers shall be on a voluntary basis.

15 c. If teachers are assigned to different locations during a regular or special meeting to  
16 complete work assigned to them at the meeting, such change of location shall not  
17 constitute a separate meeting.

18 4. A teacher shall have a minimum of thirty-consecutive-minutes duty-free lunch period not  
19 including transitions to and from class with the students.

20 5. Any bargaining unit member may be allowed to leave campus for personal reasons as soon  
21 as his/her students are dismissed, with the site administrator's approval and at the discretion  
22 of the site administrator. There shall be no deduction for this request.

- 1       6. All teachers may leave campus on Fridays, days before holidays (including minimum days),  
2           and vacations following the dismissal of students when students under supervision have  
3           cleared the campus. Kindergarten teachers, nurses, and psychologists shall be excused at  
4           the same time as all other bargaining unit members at their respective sites. No meeting  
5           shall be scheduled except in an emergency on these days.
- 6       7. Minimum days shall be scheduled before Thanksgiving, winter and spring breaks, and other  
7           days (i.e., Late Starts) scheduled by the District.
- 8       8. Both parties agree that elective classes / skills development provide students, in grades 6 to  
9           8, additional opportunities to learn creative and diverse skills, and will be available to  
10          students starting in the 2017 – 2018 school year.

11   B. District Fog Delay Procedure

- 12       1. Fog Delay for teachers and students will be determined before 6:00 A.M. and will be  
13           announced according to the established Kern County Superintendent of Schools Fog Delay  
14           Procedure.
  - 15           a. Teachers who are on campus at or close to the normal 8:00 A.M. teacher arrival time  
16               and who supervise students will be able to leave at student release time on the day of the  
17               fog delay, or site arranged day. Teachers may share/group students, but will be  
18               responsible for student supervision on fog delay days prior to the 10:00 A.M. student  
19               start time.
- 20       2. The teacher shall notify SEMS and school site if it is not possible to report on time due to  
21           fog conditions.
  - 22           a. The teacher shall arrive at the work site as soon as possible after the commencement of  
23               the workday.



1           b. In such event, the Superintendent shall have the discretion to decide whether or not the  
2           delay is excused.

3 C. Hot days/minimum days

4           1. Classrooms without working air conditioning will fall under the following provisions:

5           a. School days will be monitored temperature-wise by the 10:30 A.M. National Weather  
6           Service report. The District office will inform each school site that will in turn send  
7           home notes with students regarding minimum days for the next school day.

8           b. When the National Weather Service has recorded and announced a reading of 95  
9           (ninety-five degrees) during any week Saturday through Friday, the following first day  
10          of the school week will be a minimum day.

11          c. Teachers will be provided a cool place to work after student dismissal.

12 D. Yard Duty

13          1. During the term of this contract, the District will not assign any non-classroom supervision  
14          to teachers during the lunch hour. Non-classroom supervision will be hired from outside the  
15          schools, if possible, and from teachers on a volunteer basis. The rate of pay will be at the  
16          noon duty aide rate.

17          2. Assignments for non-classroom supervision for the remainder of the day will be made on an  
18          equal rotating basis for all teachers.

19          3. Cross-walk duty: Teachers will perform cross walk duty in a manner that is safe for them  
20          and the students. Individual school sites (teachers and administration) will establish  
21          procedures and structures that reflect the safety concerns for students/staff and parents. The  
22          Association and District will actively seek city/community support for crossing guards and  
23          crosswalks at each school site.

1 4. Transitional Kindergarten and Kindergarten teachers will not be assigned non-classroom  
2 supervision (school wide) but will be responsible for their classroom dismissal each  
3 instructional day.

4 E. The calendar for the 2017 – 2018 school year as adopted by the District shall be attached to this  
5 contract. (Appendix B)

6 1. Teacher work year shall be 183 days; School Psychologists and School Nurses shall have a  
7 195 day work year and Speech/Language Pathologist will be placed on a fixed 188 work  
8 day calendar at the discretion of the Delano Union Elementary School District.

9

1 **ARTICLE VII**

2 **SUBSTITUTE TEACHERS**

3  
4 A. The goal of the district is to place a qualified substitute teacher from the District substitute list  
5 in the classroom when regular classroom teachers are absent. If a regular substitute is not  
6 available, the District shall attempt to provide coverage from the following resources:

- 7 1. Teachers who volunteer to receive students.  
8 2. Students may be distributed into other classrooms, equalized to the extent practicable  
9 consistent with the best educational interest and safety concerns for the affected students.  
10 3. Superintendent may designate coverage.

11 B. Teachers to whom students are assigned pursuant to paragraphs A.4. or A.5. shall be  
12 compensated as follows:

- 13 1. Teachers in grades K-5 shall receive \$5.00 per assigned student per day.  
14 2. The District will pay teachers in grades 6-8 \$6.00 per assigned student per day (\$1.00 per  
15 period where applicable) up to the class size set forth in ARTICLE VIII, CLASS SIZE,  
16 paragraph B; \$5.00 per student per period over the class size.  
17 3. Compensation shall not be paid for students assigned to Physical Education, Band, Chorus,  
18 or Opportunity classes.

19 C. It is the teacher’s responsibility to inform the District in a timely manner that a substitute will be  
20 needed.

21 D. Teachers shall complete the Substitute Teacher Report form and submit it to the site  
22 administrator. The site administration will look into any concerns expressed.

1 **ARTICLE VIII**

2 **CLASS SIZE**

3

4 A. Class size is defined as the number of students in a class during any instructional period.

5 B. The District shall make every reasonable effort to maintain class sizes at the following District-  
6 wide maximums by grade levels:

7 <u>Grade Level</u>	<u>Maximum Class Size</u>
8 *TK/K	27
9 *1	27
10 *2	30
11 *3	30
12 4	32
13 5	32
14 *Elementary physical education equivalent to grade level class size	
15 6	32
16 7	32
17 7 Physical Education	35
18 8	32
19 8 Physical Education	35

20 \*Limit of 24/1 under grade span adjustment program.

- 21 1. If a teacher voluntarily or involuntarily accepts students above the 24 stipulated in the  
22 grade span adjustment program (TK - 3), the maximum class size shall be 26;
- 23 2. In addition to the students on the teacher's register and in recognition of ELD programs  
24 in all TK - 5 classrooms, student contacts shall be limited as follows per grade level:

1	TK – 3 <sup>rd</sup>	48 students
2	4 <sup>th</sup> & 5 <sup>th</sup>	64 students
3	6 <sup>th</sup>	96 students
4	(including electives / skills development)	
5	7 <sup>th</sup> & 8 <sup>th</sup>	224 students
6	(including electives / skills development)	
7	7 <sup>th</sup> & 8 <sup>th</sup> Physical Education	245 students
8	(including electives / skills development)	

9           Combination classes will not exceed 30 students or maximums as listed above.

- 10           3. Mainstreaming is included in determining a maximum for class size.
- 11           4. Every attempt will be made to ensure equality in size for traditional school class sizes by
- 12           site.
- 13           5. The District and DUESTA will meet and confer regarding the implementation of grade
- 14           span adjustment.

15 C. Should the enrollment in any class exceed the maximum for that class during the first ten days  
16 of the school year, one or more alternatives, including but not limited to those set forth herein,  
17 will be utilized by the District to remedy the situation: Transfer of students, transfer of  
18 teachers, employment of teachers, curtailment of programs, and change of attendance areas.  
19 Remedies under this paragraph will be undertaken as soon as possible and not later than 10  
20 school days.

- 21           1. Teachers who voluntarily or involuntarily accept students over the contract size limit will be
- 22           compensated for each day/period students are enrolled. Compensation will begin after the
- 23           10<sup>th</sup> day of the academic school year. Compensation will be \$21.00 per day per child for

1 TK - 5 and \$7.00 for grades 6<sup>th</sup> – 8<sup>th</sup> per period per student for days each student is on the  
2 teacher's register.

3 D. RSP classes, Special Day classes, Opportunity classes, specialized classes, departmentalized  
4 classes such as band, shop, home economics, etc., summer school/intersession classes, and  
5 classes the size of which are the result of recognition given the learning levels and abilities of  
6 the students in such classes, are not subject to the provisions of paragraphs A and B of this  
7 Article. The sizes of such classes shall be determined by the number of work stations, safety  
8 factors, course content, and teachers/administrative judgment.

9

1 **ARTICLE IX**

2 **EMPLOYEE EVALUATION PROCEDURE**

3  
4 A. A demonstration of method and criteria for evaluation will be given by the principal both orally  
5 and in written form during the pre-school in-service to the principal's school site staff, along  
6 with an opportunity for questions and follow-up opportunities.

7 B. Every attempt will be made to have classroom training of all pertinent curricula necessary for  
8 the teacher's assignment. The training will be provided by the District prior to the beginning of  
9 the assignment.

10 C. Only instructional competencies and performance of teachers shall be evaluated pursuant to the  
11 provisions of this Article.

12 1. Each permanent teacher shall be evaluated at least once every other year no later than  
13 April 1.

14 a. A permanent teacher who has ten (10) years of service to the District shall be  
15 evaluated at least once every five (5) years pursuant to the provisions of  
16 Education Code Section 44664(a)(3).

17 b. If a unit member is scheduled to be evaluated during a particular school year,  
18 but is granted a leave of absence for eighteen weeks or longer, the evaluation  
19 shall take place during the first year of return to duty. (added 1/24/05)

20 2. Each probationary teacher shall be evaluated by the appropriate supervisor, in writing, at  
21 least once each school year no later than February 15.

22 3. Evaluations shall be conducted by non-unit management and/or supervisory employees and  
23 shall not be used arbitrarily or capriciously.

- 1 4. Nothing in this Article shall restrict the right of the District to evaluate teachers as often as  
2 the District determines to be in its best interest.
- 3 D. There shall be a pre-observation conference between the teacher and the teacher evaluator to  
4 discuss the elements on which the evaluation is to be based.
- 5 a. The evaluations shall take into account job description, class size, the learners, the  
6 learning environment, materials, supplies, and training.
- 7 b. Neither peer evaluations, standardized test scores, mentor teacher assistance, individual  
8 education programs, nor substitute opinions and comments will be used as criteria or  
9 made a part of the formal evaluation process.
- 10 1. In the event that there is a dispute between the teacher and the evaluator, the dispute may be  
11 resolved by an agreement between the Superintendent or designee and the teacher or  
12 Exclusive Representative within ten workdays.
- 13 E. Each written evaluation in each school year shall be based upon one mutually agreed upon pre-  
14 scheduled firsthand formal observation and a minimum of one unscheduled formal observation.
- 15 1. Such observation shall last a minimum of one class period or 30 minutes, whichever is  
16 greater.
- 17 2. Further, each observation shall be followed by a post-observation conference within 10  
18 workdays using the District approved observation forms.
- 19 3. The evaluator will provide, if the teacher requests, release time for visitation and  
20 observations of similar classes or pertinent work situations, and further continued periodic  
21 observations, conferences, coaching, and evaluations.
- 22 a. Prior to the submission of the evaluation, the District shall provide additional  
23 observations requested by the teacher for the purposes of improving instructional



- 1 performance. Such additional observations shall occur not more than once per calendar  
2 month, unless agreed to by the teacher.
- 3 b. At least one formal observation for permanent teachers and two formal observations for  
4 probationary teachers for the purpose of completing the evaluation shall be arranged by  
5 the evaluator and teacher in advance of the formal observation.
- 6 c. Teachers may request a follow-up observation by another administrator.
- 7 d. No hearsay or unsubstantiated information will be used in teacher evaluations or placed  
8 in a teacher's personnel file.
- 9 F. On the final evaluation document, the evaluator shall cite qualities, abilities, and deficiencies, if  
10 any, recommend specific areas of improvement in instructional performance, and provide  
11 assistance in the implementation of the recommendations.
- 12 G. Prior to placing an evaluation in the teacher's file, the teacher and the evaluator shall review the  
13 written evaluation.
- 14 1. Following the review, the teacher shall sign the evaluation to indicate that it has been  
15 reviewed and that the teacher has received a copy.
- 16 2. The teacher may attach a written statement to the evaluation which shall be placed in the  
17 file.
- 18 3. A permanent classroom teacher who receives an unsatisfactory rating of his or her  
19 performance in the area of teaching methods or instruction on the formal written evaluation  
20 shall be referred to and shall participate in the Peer Assistance and Review Program  
21 ("PAR") pursuant to the terms of the PAR Memorandum of Understanding which is  
22 attached to this Agreement as Appendix C. Parties agree to meet and discuss modifications.

- 1 H. Materials in personnel files of teachers which may serve as a basis for affecting the status of  
2 their employment shall be made available for inspection by the teacher or by a representative  
3 designated in writing by the teacher. Such material is not to include ratings, reports, or records  
4 which were obtained prior to the employment of the teacher or as otherwise excluded by law.
- 5 1. Any materials, except as specifically excluded herein, relative to a teacher's employment  
6 relationship shall be contained in the teacher's personnel file at the District office.
- 7 a. Contents of the personnel file shall be kept in the strictest confidence in keeping with  
8 appropriate provisions of the California Education and Government Codes.
- 9 b. All materials placed in a teacher's personnel file must have a basis in fact.
- 10 c. The District shall provide a form, to be included in the file, indicating by whom and on  
11 what date the file was inspected.
- 12 2. Every teacher shall have the right to inspect such materials upon written request, provided  
13 that the request and inspection are made at a time when such teacher is outside of student  
14 contact time.
- 15 3. Information of a derogatory nature, except as expressly excluded by paragraph H of this  
16 Article or the written evaluation itself shall not be entered or filed unless and until the  
17 teacher is given notice of such information and an opportunity to review and comment  
18 thereon.
- 19 a. A teacher shall have the right to have attached to any such derogatory statement the  
20 teacher's comments thereon.
- 21 b. Such review shall take place during normal business hours, and outside of student  
22 contact time without salary reduction.

1        4. The District shall not take any adverse action against a teacher based upon materials which  
2            are contained in such teacher's personnel file unless the materials were placed in the file  
3            within a reasonable time, but not more than ten days after the immediate supervisor has  
4            determined that the incident is serious enough to warrant inclusion in the personnel file.

5    I. While alleged violations of the procedural steps of this Article are grievable, a grievance may  
6        not be filed concerning the contents of a teacher's evaluation.

7

1 **ARTICLE X**

2 **LEAVE PROVISIONS**

3  
4 **Personal Necessity Leave**

5 A. Every full-time teacher shall be entitled to ten days of personal necessity leave for each year of  
6 employment at the teacher’s daily rate of pay. Personal necessity will be granted for that  
7 portion of the workday to cover emergency occasions that may be unavoidable or of a serious  
8 nature involving circumstances which the employee cannot reasonably be expected to disregard  
9 or which may not be conducted at a time other than during the teacher’s regularly assigned duty  
10 hours.

- 11 1. Teachers shall earn one day of personal necessity leave for full-time service in summer  
12 school/intersession based upon a 4-hour day for a 4-week session. Teachers may utilize  
13 accumulated personal necessity leave during their employment in summer school.
- 14 2. Teachers who are employed for less than full-time except those employed on a daily basis,  
15 shall receive personal necessity leave in the ratio that their employment bears to a full work  
16 year. Daily teachers shall receive no benefits.
- 17 3. Personal necessity leave may be taken on a daily basis.
- 18 a. Teachers must contact the District as soon as the need to be absent is known.
- 19 b. If the teacher informs the District that the absence will be greater than one day, the  
20 teacher must notify the District of an intention to return by 4:30 P.M. on the day prior to  
21 the day of return.
- 22 c. Failure to comply with this provision shall result in the loss or the difference between  
23 the teacher’s daily rate of pay and the substitute’s pay.

- 1 4. A teacher who has been on personal necessity leave for 10 or more consecutive days, or  
2 who has had any surgical procedure, shall be required to furnish a physician's verification of  
3 ability to return to work and render service to the District. Such verification may include  
4 but not limited to a physician's statement.
- 5 5. Unused personal necessity leave shall accrue from school year to school year without limit.
- 6 6. A teacher shall be entitled to utilize accumulated personal necessity leave as of the first duty  
7 day of the teacher work year.
- 8 7. When a teacher has exhausted all accrued personal necessity leave, the teacher shall have  
9 deducted from his/her monthly salary the sum actually paid a substitute teacher to fill the  
10 position, or if no substitute is hired, the amount which would have been paid to the  
11 substitute had one been employed, for a period not to exceed 100 school days. For any  
12 absence in excess of that 100 school days, the teacher shall be granted a leave of absence  
13 without pay for the remainder of the school year.
- 14 8. The teacher shall indicate an absence from work on a card indicating personal necessity,  
15 bereavement, jury duty, school business, or association business.

#### 16 **Catastrophic Leave Guidelines**

- 17 1. An employee who is, or whose family member is, suffering from a catastrophic illness or  
18 injury may request donations of accrued sick leave credits under the catastrophic leave  
19 program.
- 20 2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate  
21 the employee for an extended period of time, or that incapacitates a member of the  
22 employee's family which incapacity requires the employee to take time off from work for  
23 an extended period of time to care for that family member, and taking extended time off

- 1 work creates a financial hardship for the employee because he/she has exhausted all of  
2 his/her sick leave and other paid time off. Members of the employee's family who are  
3 included for this leave are: spouse, domestic partner, children and parents.
- 4 3. Upon requested donations under this program, the employee shall provide verification from  
5 the medical provider of the catastrophic injury or illness. Verification shall be made by  
6 means of written documentation, dated and signed by the sick or injured person's physician,  
7 indicating the incapacitating nature and probably duration of the illness or injury.
- 8 4. The District shall determine:
- 9 a. That the employee is unable to work due to the employee's or his/her family  
10 member's catastrophic illness or injury, and
- 11 b. That the employee has exhausted all accrued paid leave credits.
- 12 5. When the above verification and determinations are made, the District shall approve the  
13 transfer of accrued sick leave credits.
- 14 6. The Superintendent or designee shall inform employees of the means by which donations  
15 may be made in response to the employee's request.
- 16 7. Any employee, upon written notice to the District, may donate no more than two (2) accrued  
17 sick leave days per request to the requesting employee at a minimum of one (1) day and full  
18 day increments thereafter. Donating employees must maintain at least one year's sick leave  
19 accrual in their individual Personal Necessity account. Donations will be time stamped and  
20 used as needed each month.
- 21 8. An employee who receives paid leave pursuant to this program shall use any and all leave  
22 credits that he/she continues to accrue on a monthly basis before receiving paid leave  
23 pursuant to this program.

1 9. The Superintendent or designee shall ensure that all donations are kept confidential.

2 10. These guidelines shall be applied on a case by case basis and subject to review on a yearly  
3 basis.

#### 4 **Bereavement Leave**

5 B. Every teacher shall be entitled to five days of paid non-cumulative leave of absence because of  
6 the death of any member of the teacher's immediate family. (See paragraph M of this Article  
7 for a definition of "immediate family.")

8 1. The District shall require the use of bereavement leave before personal necessity leave days  
9 are used for purposes allowed in this paragraph.

10 2. The Superintendent shall have the discretion to extend the bereavement leave provisions in  
11 the case of unusual circumstances.

12 3. This leave shall not be deducted from personal necessity leave.

#### 13 **Industrial Accident and Illness Leave**

14 C. A teacher shall be entitled to industrial accident or illness leave for any job-related illness in the  
15 amount of up to 60 days, or the maximum allowed by law, during which the schools of the  
16 District are required to be in session or when the teacher would otherwise have been performing  
17 work for the District for any one fiscal year for the same accident.

18 1. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher  
19 shall be entitled to only the amount of unused leave due for the same illness or injury.

20 2. Such benefits shall be in addition to other leave benefits provided by the District.

21 3. When entitlement to this leave has been exhausted, other leave shall be utilized.

22 4. Teachers will report all job-related injuries and illnesses to the District within 24 hours of  
23 the occurrence, regardless of whether or not medical attention is required or time is lost

1 from work. In the event the teacher's injury or illness prevents the filing of the report with  
2 the time limit, the report shall be filed as soon as possible.

3 5. The District's report of an industrial accident or illness shall be kept on file in the District  
4 office.

5 D. Disability leave will not be restricted to 39 months. (See Income Protection Plan.)

6 **Pregnancy Leave**

7 E. Each teacher shall be entitled to a leave of absence by reason of pregnancy or childbirth or  
8 conditions related thereto.

9 1. The teacher shall be entitled to use personal necessity leave on the same basis provided in  
10 Section A, inclusive, of this Article.

11 2. The period of leave, including the date upon which the leave shall begin and end, shall be  
12 determined by the teacher and the doctor. A statement from the teacher's doctor as to the  
13 beginning and ending dates of such leave shall be filed with the Superintendent.

14 3. The date of the teacher's return to service shall be based upon the doctor's analysis and a  
15 written statement of the teacher's physical ability to render full employment services.

16 4. The teacher may apply for child-rearing leave by submitting a written request to the  
17 Superintendent.

18 a. Leave may be granted at the discretion of the District.

19 b. The time allowed for the child rearing shall be based upon the needs of the District.  
20 Consideration may be given to such aspects as the time of the school year, the  
21 availability of qualified substitute personnel and the specialized requirements of the  
22 individual students and the programs in general.

23



1 **Child Bonding Leave**

2 F. District will comply with Education Code 44977.5

3 [https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=44977.5.&law](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=44977.5.&law)  
4 [Code=EDC](#)

5 **G. Jury Leave**

6 F. Each teacher shall be entitled to as many days of paid leaves as are necessary for jury duty. The  
7 jury duty fee will be deducted from the teacher's pay warrant.

8 **In-Service Leave**

9 **G.** A teacher may, at the discretion of the Superintendent, receive paid leave of absence for the  
10 purpose of attending classes, workshops, conferences or programs which are designed  
11 exclusively for the purposes of assisting the teacher in the performance of assigned duties,  
12 introducing new concepts or procedures, or otherwise enhancing or improving the performance  
13 of the teacher involved.

14 **Sabbatical Leave**

15 H. A teacher who has served a minimum of seven years in the District may be eligible for a  
16 sabbatical leave. Leaves may be granted at the discretion of the District and shall be based  
17 upon the following:

- 18 1. The plan submitted by the applicant;
- 19 2. The District's financial situation;
- 20 3. Availability of a qualified substitute; and
- 21 4. The recommendation of the Superintendent.

22 I. Request for sabbatical leave shall be made to the Superintendent at least six months in advance  
23 of the proposed leave.

1 J. Sabbatical leaves may be granted by the District for any period of time it considers appropriate  
2 at one-half the teacher's salary.

3 1. The teacher shall, as a condition precedent to being granted a sabbatical leave, furnish the  
4 District with a bond guaranteeing the amount of salary paid by the District during any such  
5 leave.

6 2. The teacher shall agree to remain in the service of the District at least two years after the  
7 teacher's return.

8 **Extended Leave Without Pay**

9 K. The District, at its discretion, may grant extended leave without pay to any teacher for whatever  
10 period of time the District considers appropriate. Application for such leave shall be made not  
11 less than 60 days prior to the intended commencement of the leave unless the situation is of  
12 such a nature as to make it impossible to provide such notice. The teacher shall not be entitled  
13 to any length of service increment or seniority advance accrued during such period of leave.

14 **General Provisions**

15 L. A teacher absent under the provisions of paragraphs relating extended illness, industrial  
16 accident and illness, or pregnancy leave for 15 consecutive days, shall be required to provide a  
17 physician's verification of ability to return to work. The provisions of this paragraph shall not  
18 apply to child rearing leave where the health status of the teacher is not involved.

19 M. For the purpose of this Article, "immediate family" shall be defined as mother, father,  
20 grandmother, grandfather, or grandchild of the teacher or the spouse of the teacher and spouse,  
21 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the  
22 teacher or any relative of the teacher living in the immediate household of the teacher.

- 1 N. Teachers on paid leaves of absence shall have all the fringe benefits paid for them throughout  
2 the duration of the leave of absence. Teachers on unpaid leaves of absence may, as long as the  
3 practice is allowed by the insurance company, continue their fringe benefit program by paying  
4 to the District the amount of money equal to the premiums for the various fringe benefits.
- 5 O. Upon return from sabbatical leave, the teacher will be reinstated to the position held at the time  
6 leave was granted or to as nearly identical a position as possible.
- 7 P. Upon return from industrial accident or illness leave or pregnancy leave, the teacher will be  
8 reinstated to the position held at the time leave was granted.

9

1 **ARTICLE XI**

2 **VACANCIES/TRANSFERS/REASSIGNMENTS**

3  
4 A. Definitions.

- 5 1. A vacancy is any vacated, promotional, or newly created position available for regular  
6 school, summer school, or any position that is to go beyond the regular workday or week,  
7 including intersession school and special programs that require a credentialed teacher.
- 8 2. Voluntary transfer: A request by a teacher to be moved from one school to another school.
- 9 3. Involuntary transfer: An assignment by the District of a teacher from one school to another  
10 school.
- 11 4. Voluntary reassignment: A movement of a teacher from one subject area to another subject  
12 area or from one grade level to another grade level at the same school as requested by  
13 teacher.
- 14 5. Involuntary reassignment: A movement of a teacher from one subject area to another subject  
15 area or from one grade level to another grade level at the same school as assigned by the site  
16 administrator or the District.
- 17 6. Mid-year transfer/reassignment: A change of teaching assignment made after the first  
18 workday of the school year.
- 19 7. Emergency: Regarding this Article an emergency shall be any unforeseen circumstance that  
20 necessitates the transfer/reassignment of a unit member. In the event of such an emergency,  
21 the District shall meet with DUESTA to work out a solution agreeable to both parties.

22 B. In all cases, the District shall determine if and when a vacant position shall be filled.

- 1 1. Upon such determination, the District shall send email and post notice of vacancy for at  
2 least five (5) workdays (a day shall mean when the District is open for business) at all  
3 schools during the regular school year.
  - 4 2. Copies of notices shall be sent to the President or designee of the Exclusive Representative  
5 on the day the notices are posted.
  - 6 3. The notice posted by the District shall specify the position, location, grade level or subject  
7 matter assignment if known. The credential requirements and any preferred qualifications  
8 will also be listed.
  - 9 4. The District shall upon request by a unit member, notify that unit member on leave of any  
10 posted openings which may arise during period of leave. The unit member's request must  
11 be in writing and must include a mailing address.
  - 12 5. Teachers shall fill out an application or reactivate a current application for each vacant  
13 position desired.
- 14 C. Any teacher may apply to fill a posted vacant position. The request shall be on a form designed  
15 and supplied by the District and shall be dated, signed, and filed with the District office.
- 16 1. All applications fulfilling posted qualification requirements will be judged on their merits,  
17 and any decision thereon shall be based on educational needs as determined by the District,  
18 according to all of the following:
    - 19 a. Credential(s) held by the applicant(s);
    - 20 b. Qualifications as posted;
    - 21 c. The unit member's relevant training and experience, defined as follows: Relevant is  
22 defined as: having a significant applicability to a specific vacant position (position is  
23 defined as a set of duties identified by and contained within an existing job description).

1            Training is defined as: an extent, measure, or scope of knowledge and skills, acquired by  
2            a bargaining unit member that has been trained and who is qualified or proficient in  
3            relation to a specific vacant position. Experience is defined as: an extent, measure, or  
4            scope of practical knowledge and skills, acquired by a bargaining unit member and  
5            derived from direct observation of, or participation in, events or in a particular activity;

6            d. Federal, state, or court mandated hiring/promotion plans, if applicable; and

7            e. Length of seniority in the District. (Where all other considerations are substantially  
8            equal between applicants, length of service will be the deciding factor.)

9            D. A classroom teacher may apply for a voluntary transfer at any time. Only by mutual agreement  
10           of the District and the classroom teacher requesting the transfer may such transfer be affected  
11           within the same school year. In all other circumstances, a voluntary transfer request approved  
12           by the District shall be effective the following school year unless received within the first  
13           fifteen (15) instructional days of the school year. All teachers hired for temporarily vacated  
14           positions will be subject to the involuntary transfer/reassignment criteria per the Collective  
15           Bargaining Agreement. Notwithstanding any other provision of the Collective Bargaining  
16           Agreement, the rejection of a unit member's request for immediate transfer shall not be subject  
17           to the grievance procedure.

18           E. Unsuccessful applicants may, within five workdays of filling the vacancy, request a statement  
19           of the reasons for denial of their applications. The reason for such denial shall be provided  
20           within five workdays of the request. Such reasons shall be specific, not just stated as "in the  
21           best interest of the District."

22           F. Once the selection has been made, an orientation between the employee and the receiving  
23           principal or designee shall be held within five workdays.

- 1 G. No teacher shall be pressured, directly or indirectly, to seek or accept a voluntary transfer.
- 2 H. Reasons for involuntary transfer/reassignment are limited to the following:
- 3 1. No qualified applicant applied for the position.
- 4 2. Re-placement of personnel returning from leave or categorically funded programs.
- 5 3. Instructional program which requires a particular teacher's academic preparation and/or
- 6 appropriate credentials.
- 7 4. Elimination or reduction of any programs or curriculum.
- 8 5. Enrollment Changes:
- 9 a. Enrollment shifts during the school year
- 10 b. Changes in enrollment patterns of limited English students.
- 11 c. Low enrollment at the beginning of the school year.
- 12 6. Performance renewal improvement:
- 13 a. Transfer/reassignment for performance renewal/improvement shall be preceded by
- 14 evaluations, conferences, and assistance in compliance with the appropriate provisions
- 15 of the Article on evaluation procedures.
- 16 b. A teacher may be transferred/reassigned no more than once every two years in order to
- 17 provide a reasonable opportunity for improvement of performance.
- 18 7. The qualified teacher with the least amount of service to the District shall be
- 19 transferred/reassigned first.
- 20 H. Teachers to be involuntarily transferred/reassigned prior to the first day of the school year shall
- 21 be given written notice, and the reason, no less than five days prior to the beginning date of
- 22 reassignment. In the event that the teacher needs to use prep days prior to July 1, prep days

1 shall be adjusted for the following school year so that the total days worked shall not exceed  
2 183 workdays.

3 I. Teachers to be involuntarily transferred/reassigned after the first student day of the school year  
4 shall be notified no less than five days prior to the effective date of the transfer/reassignment.

5 J. Teachers involuntarily transferred/reassigned shall not be reduced on the teacher's salary  
6 schedule or suffer loss of seniority or health and welfare benefits.

7 K. Teachers to be involuntarily transferred/reassigned shall be given the right of first refusal for  
8 vacancies which arise at the school site from which they are being involuntarily  
9 transferred/reassigned and for any other vacancy for which they possess the necessary  
10 qualifications. A displaced teacher would have the 1<sup>st</sup> right of refusal to return to their original  
11 site if a new vacancy occurs at their original site by the first Friday in July.

12 1. In the event that more than one involuntarily transferred unit member has claimed right of  
13 first refusal on an open position, the right of first refusal for the vacancy shall be granted to  
14 the involuntarily transferred unit member who has the most District seniority from the site  
15 with the vacancy.

16 2. If none of the involuntarily transferred unit members claiming right of first refusal are from  
17 the site with the vacancy, then the right of first refusal for the vacancy shall be granted to  
18 the involuntarily transferred unit member with the most District seniority, without regard to  
19 the unit member's current site.

20 L. Teachers voluntarily or involuntarily transferred/reassigned to a temporary position at another  
21 school due to reconstruction, renovation, or repair at the present school will have first choice as  
22 to grade based on district seniority, when returning after the completion of the reconstruction,  
23 renovation, or repair when the school is reopened.



- 1 M. Teachers will be given their tentative assignment for the following school year prior to final
- 2 checkout.
- 3

1 **ARTICLE XII**

2 **TEACHER SAFETY AND WORKING CONDITIONS**

3  
4 A. Teachers shall be responsible for making a written report to the District Safety Administrator or  
5 designee regarding any unsafe, hazardous, unhealthy, or potentially dangerous conditions.  
6 Within 24 hours of receipt of it, the District will make a determination as to the report and  
7 respond in writing to the reporter, the Exclusive Representative, and the site administrator.

8 1. Teachers shall not be required to search for bombs or to work under unsafe or unhealthy  
9 conditions or to perform tasks which endanger their health and safety.

10 2. The District and the Exclusive Representative shall form a joint safety committee to  
11 monitor the safety conditions of the school sites. The committee will develop a form for  
12 reporting unsafe, hazardous, unhealthy, or potentially dangerous conditions. The  
13 committee will meet tri-annually or more often as needed.

14 a. With faculty (teacher) participation, each school site shall develop and annually  
15 review its site safety and emergency preparedness plan for distribution to each  
16 teacher. Site plans are expected to cover contingency plans for a wide variety of  
17 safety risks, including but not limited to fire, earthquake, flood, and emergency  
18 closing.

19 b. Each site administrator shall keep teachers informed as to the responsible  
20 person(s) at the site for the purposes of dealing with safety problems which may  
21 arise and particularly for situations arising when the site administrator is not  
22 available.

23 c. Teachers shall immediately notify the site administrator of any unsafe or  
24 hazardous conditions at the site. In an emergency situation, teachers may take

1 reasonable preliminary action to protect students, other teachers, and themselves.

2 If a teacher believes that an unsafe or hazardous condition exists at a site and so  
3 notifies the District and the District rejects the notice contending that no safety  
4 hazard exists, then the teacher may grieve under Article XV.

5 d. In the event a school is closed due to an emergency, the teachers shall, typically,  
6 be reassigned on a temporary basis to another location. If a school is evacuated  
7 during the school day, teachers shall suffer no loss of pay or accumulated leave  
8 for that day.

9 B. Teachers will immediately report cases of assault or threats of bodily harm suffered by them in  
10 connection with their employment to their principal or other immediate superior, and teachers  
11 must immediately report the incident to the appropriate law enforcement agency pursuant to  
12 Education Code Section 44014.

13 1. A teacher may exercise the same degree of physical control over a pupil that a parent  
14 would be legally privileged to exercise but which in no event shall exceed the amount to  
15 protect property, or protect the health and safety of the pupils (Education Code Section  
16 44014).

17 C. A teacher shall submit a field trip request form and follow District procedure when planning  
18 any field trip activities per board policy.

19 D. A written description of the rights and duties of teachers with respect to student discipline shall  
20 be presented to each teacher prior to the first day of each school year pursuant to Education  
21 Code Section 44014.

22 1. A teacher may suspend a student from the class for the day of the suspension and the day  
23 following for the habitual use of vulgar/profane language, threatening or causing physical

- 1 injury, disruption of school activities, or willfully defying the valid authority of teachers  
2 (Education Code Section 48900).
- 3 2. A teacher may suspend any student from class or class period for any act listed in Education  
4 Code Section 48900 for the day of suspension and the day following, and the student cannot  
5 return to the class during this time without approval of the teacher (Education Code Section  
6 48910).
- 7 3. A teacher may also recommend a pupil for suspension from school but final decision lies in  
8 the hands of the school administrator after following detailed procedures (Education Code  
9 Section 48911).
- 10 4. No teacher shall be disciplined or reprimanded for the exercise of physical control over a  
11 pupil (Education Code Section 44014).
- 12 5. A teacher may request the District to take legal action against a pupil (or the pupil's parents)  
13 when the teacher is injured or his/her property is damaged by the pupil while the teacher is  
14 at work (Education Code Section 48905).
- 15 E. In the event a law enforcement agency is contacted by the District due to an allegation  
16 regarding misconduct of a teacher toward a child, the District will:
- 17 1. Immediately inform the teacher that a law enforcement agency has been contacted by the  
18 District, what the allegation is, and to seek legal counsel;
- 19 2. Disclose all pertinent information not prohibited by a law enforcement agency to the  
20 teacher; and
- 21 3. Give any and all false and untrue material to the teacher and not put it in his/her personnel  
22 file.

- 1 F. No hazardous weed or pest control agents shall be applied during school hours, Operation of  
2 equipment and activities will be conducted by the District or District-contracted personnel with  
3 extreme caution for the safety of students and staff.
- 4 G. The District will provide a general and thorough room cleaning, including blackboards,  
5 windows, and sinks, every week.
- 6 H. During the pre-school in-service, the District shall provide an in-service on the District's  
7 emergency plan.
- 8 1. Teachers assigned to emergency plan needing specialized training will be provided such  
9 training at District cost.
- 10 I. District will provide a plan for all classrooms to have a two-way direct communications system.
- 11 J. Teachers shall have the right to use designated school site equipment including, but not limited  
12 to, computers and printers, calculators, all types of duplicating equipment, and copiers, subject  
13 to the teacher's ability to operate such equipment.
- 14 K. At the beginning of the new school year each teacher, at each school site, will receive  
15 information concerning their yearly classroom supply budget. Each trimester updates of  
16 expenditures will be provided.
- 17 L. Personal items brought to the school by unit members, unless required by the District in the  
18 performance of their teaching duties, are not covered by the District insurance nor shall the  
19 District be liable for their loss or damage.
- 20 M. The District desires to provide a safe working environment for employees and a secure parking  
21 area for employee vehicles. Within budgetary constraints, the District will attempt to secure all  
22 parking lots with fences.

23

1 **ARTICLE XIII**

2 **PROFESSIONAL DUES/FEEES AND PAYROLL DEDUCTION**

3  
4 A. Any teacher who is a member of the Delano Union Elementary School Teachers  
5 Association/CTA/NEA, or who has applied for membership, may sign and deliver to the  
6 District an assignment authorizing deduction of unified membership dues, initiation fees, and  
7 general assessments in DUESTA. Pursuant to such authorization, the District shall deduct one-  
8 tenth of such dues from the regular salary check of the teacher each month for 10 months.  
9 Deductions for teachers who sign such authorization after the commencement of the school year  
10 shall be appropriately prorated to complete payments by the end of the school year. Any  
11 teacher who is a member of the DUESTA shall maintain such membership for the duration of  
12 the Agreement.

13 B. Any teacher who is not a member of the Delano Union Elementary School Teachers  
14 Association/CTA/NEA or who does not make application for membership within 30 days  
15 following ratification between the parties within 30 days from the date of commencement of  
16 assigned duties, shall become a member of DUESTA or shall pay to DUESTA a fee in an  
17 amount equal to unified membership dues, initiation fees, and general assessments in one lump  
18 sum cash payment in the same manner as required for the payment of membership dues. In the  
19 event that a teacher shall not pay such fee directly to DUESTA, the District shall immediately  
20 begin automatic payroll deduction as provided in Education Code Section 45061 and in the  
21 manner as set forth in paragraph A of this Article. There shall be no charge to DUESTA for  
22 such mandatory agency fee deduction.

23 1. Any teacher who is a member of a religious body whose traditional tenants or teachings  
24 include objections to joining or financially supporting employee organizations shall not be

1 required to join or financially support employee organizations and shall not be required to  
2 join or financially support Delano Union Elementary School Teachers  
3 Association/CTA/NEA; except that such teachers shall pay, in lieu of a service fee, sums  
4 equal to such service fee to one of the following non-religious, non-labor organization,  
5 charitable funds, which are exempt from taxation under Section 501(3) of the Title 26 of the  
6 Internal Revenue Code:

- 7 a. American Heart Association;
- 8 b. American Cancer Society;
- 9 c. Delano Joint Union High School District Scholarship Fund;
- 10 d. Any other non-profit organization specified under Section 501 (3) of Title 26 of the  
11 Internal Revenue Code.

12 2. Proof of payment and a written statement of objection along with verifiable evidence of  
13 membership in a religious body whose traditional tenets or teachings to object to joining or  
14 financially supporting employee organizations, pursuant to paragraph B.1 above, shall be  
15 made on an annual basis to the District as a condition of continued exemption from the  
16 provisions of paragraphs A and B of this article. Payment shall be in the form of receipts  
17 and/or canceled checks indicating the amount paid, date of payments, and to whom payment  
18 has been made in lieu of the service fee. Such proof shall be presented on or before the  
19 same date dues/fees are payable to DUESTA each school year. DUESTA shall have the  
20 right to inspect and review said proof of payment.

21 C. With respect to all sums deducted by the District pursuant to paragraphs A and B above,  
22 whether for membership dues or agency fee, the District agrees to remit such monies promptly  
23 to DUESTA, together with an alphabetical list of teachers for whom such deductions have been

1       made, categorizing them as to members or nonmembers of DUESTA and indicating any  
2       changes in personnel from the list previously furnished.

3       D. DUESTA agrees to furnish any information needed by the District to fulfill the provisions of  
4       this Article.

5       E. DUESTA agrees to pay to the District all legal fees and legal costs incurred by the District in  
6       defending against any court actions and/or administrative action before the Public Employment  
7       Relations Board challenging the legality or constitutionality of the agency fee provisions of this  
8       Agreement or implementation thereof provided that DUESTA shall have the exclusive right to  
9       decide and to determine whether any such action shall be compromised, resisted, defended,  
10      tried, or appealed.

11      F. DUESTA shall indemnify and hold harmless the District, its officers, agents, and employees  
12      from any award or compromises of damages or liability arising out of any court action and/or  
13      administrative action before the Public Employment Relations Board challenging the legality or  
14      constitutionality of the agency fee provisions of this Agreement (or their implementation),  
15      provided that DUESTA shall have the exclusive right to decide and to determine whether any  
16      such action or proceeding referred to shall be compromised, resisted, defended, tried, or  
17      appealed.

18



1 **ARTICLE XIV**

2 **RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

3  
4 A. The Exclusive Representative shall have the right to use the District’s designated bulletin  
5 boards, mail service, teachers’ mailboxes, and DUESTA members’ e-mail for association  
6 business.

7 1. The Exclusive Representative shall be responsible for the posting of notices on bulletin  
8 boards and the contents of such notices. All postings shall be issued in the name of the  
9 Exclusive Representative (DUESTA/CTA/NEA) and signed by the person who wrote them.

10 2. The Exclusive Representative shall furnish the District with one copy of materials which are  
11 posted on bulletin boards or distributed through the mail system. The Exclusive  
12 Representative shall assume responsibility for the preparation, posting, and distribution  
13 (except for transportation through the mail system) of such notices and materials.

14 B. The Exclusive Representative shall have the right to use the District’s designated equipment,  
15 including calculators, and all types of duplicating equipment, subject to the following  
16 conditions:

17 1. District designated office equipment may be used by the Exclusive Representative during  
18 business hours when such equipment is not otherwise in use. District office duplicating  
19 equipment shall be used only by the teachers who are trained in the use of such equipment.

20 2. Designated school site equipment may be used whenever teachers have access to such  
21 equipment.

22 3. The Exclusive Representative shall furnish or pay for the use of supplies.

23 C. The Exclusive Representative shall have the right to use the District’s facilities for meetings,  
24 subject to the following conditions:

- 1 1. For meetings involving teachers at only one school site, a previously designated  
2 representative or alternate at that site shall request a meeting room from the principal.
    - 3 a. Approval of the principal shall be given if use of the meeting room has not already been  
4 granted.
    - 5 b. Approval of the principal shall be requested prior to the use of the facilities.
    - 6 c. A facilities request form must be completed and approved.
  - 7 2. For meetings involving teachers of more than one school site, the President of the Exclusive  
8 Representative or other person designated by the Exclusive Representative shall request a  
9 meeting room from the Superintendent or designee.
    - 10 a. Approval from the Superintendent or designee shall be given if use of the meeting room  
11 has not already been granted.
    - 12 b. Approval of the Superintendent or designee shall be required prior to the use of the  
13 facilities.
  - 14 3. Should additional custodial costs be incurred by the District due to utilization of facilities by  
15 the Exclusive Representative, the Exclusive Representative shall reimburse the District.  
16 Such reimbursement shall be on the same basis as for other groups or individuals who cause  
17 the District to incur additional costs.
- 18 D. Officers, agents, or representatives of the Exclusive Representative shall have access to teachers  
19 at times which do not interfere with teachers' performance of assigned duties.
- 20 1. Teachers' representatives shall notify the school site office of their presence when they are  
21 on a school site other than their regularly assigned site.
  - 22 2. Nonteaching officers, agents or representatives shall check in at the site office and receive  
23 clearance to contact teachers in area specified by the site administrators.

- 1        3. The DUESTA President will be able to leave the assigned site once a week after children  
2        have been dismissed and assigned duties have been completed, to conduct DUESTA  
3        business.
- 4    E. The Exclusive Representative may copy any public document. The charge for copying public  
5        documents shall be the same for the Exclusive Representative as it is for all other groups.
- 6    F. Upon appropriate written authorization from the teacher, the District shall deduct from the  
7        salary of any teacher, and make appropriate remittance for, insurance premiums, credit union  
8        payments, saving bonds, charitable donations, or other plans or programs requested by the  
9        teachers and agreed to by the District.
- 10   G. Not later than the first regularly-scheduled board meeting in February of each year that this  
11        Agreement is in effect, the Exclusive Representative and District shall make a public  
12        presentation of its initial proposal pursuant to regulations implementing the Act.
- 13        1. At the next regularly-scheduled meeting of the Board of Trustees, the District shall hold a  
14        public hearing on the Exclusive Representative's and the District's initial proposal.
- 15        2. Within 20 workdays after the public hearing on the District's initial proposal, the parties will  
16        have met at a mutually agreeable time and place for the purpose of negotiating a successor  
17        agreement.
- 18            a. Once negotiations begin, meetings shall be scheduled in blocks of four mutually  
19            agreeable dates until a successor agreement is determined.
- 20            b. Cancellation of a negotiation meeting will result in a make-up meeting being held as  
21            soon as possible.
- 22        3. The Exclusive Representative shall be entitled to have four teachers receive reasonable  
23        periods of release time without loss of compensation when meeting and negotiating. At any

- 1 meeting in progress after class is dismissed, all members of the Exclusive Representative's  
2 negotiating committee may be present.
- 3 4. On request of either the District or the Exclusive Representative, agreements reached on a  
4 subject shall be reduced to writing and signed by both parties.
- 5 5. Within 30 workdays of tentative agreement, the District shall provide the Exclusive  
6 Representative with thirty-five (35) physical copies of the Agreement for distribution to the  
7 association. New teachers shall be notified of the availability of the CBA on the website.
- 8 6. The model for bargaining (such as WIN-WIN) to be used, will be mutually agreed upon by  
9 the District's and DUESTA's negotiating teams. Time lines specified in G above may be  
10 modified to accommodate the bargaining model.
- 11 H. The President of the Exclusive Representative may designate certain teachers to have a  
12 complete total of up to 18 days paid leave per school year for use for local, state, or national  
13 conferences or for conducting other business pertinent to the Exclusive Representative.
- 14 1. Leave may be taken on one-half day blocks.
- 15 2. Such representatives shall be excused from school duties upon two days' advance notice to  
16 the Superintendent by the President of the Exclusive Representative.
- 17 3. Upon exhaustion of paid leave per school year, the Exclusive Representative may purchase  
18 additional days at the daily substitute rate.
- 19 I. All correspondence from the Exclusive Representative to the District shall be directed to the  
20 Superintendent.
- 21 J. The District agrees to provide up to two hours of release time per school month to allow the  
22 President or designee of the Exclusive Representative and the Superintendent or designee to

- 1       consult on matters of mutual interest. Dates, times, and places of these meetings will be  
2       mutually decided by the President and the Superintendent.
- 3   K. When the District decides that the teachers are to be invited to serve on any District-wide  
4       committee, it shall notify DUESTA and specify the background and experience required.
- 5   L. A listing of current and updated employee information (name, job title, department, work  
6       location, work/home/personal cell numbers (if maintained by the district) and home address)  
7       will be provided to DUESTA at the beginning of each school year.
- 8   M. When a new teacher is hired, after the employee information has been distributed, the District  
9       will provide DUESTA with only the new bargaining unit member's information as delineated in  
10      section L.
- 11   N. At the beginning of each school year, DUESTA will have access to all new bargaining unit  
12      members during the DUESTA "new teacher luncheon".
- 13   O. Bargaining unit members hired after the DUESTA "new teacher luncheon", will be given time  
14      to talk with DUESTA Site Representatives.

15

1 **ARTICLE XV**

2 **GRIEVANCE PROCEDURE**

3  
4 A. A “grievance” shall mean an allegation by a teacher or by the Exclusive Representative that  
5 there has been a violation, misinterpretation, or misapplication of a specific provision or  
6 provisions of this Agreement.

7 1. Actions to challenge application(s) of Board policies, administrative directives rules, or  
8 procedures over matters not contained in this Agreement are not grievances under the  
9 provisions of this Article and shall be undertaken pursuant to such separate administrative  
10 procedures as established by the Board of Trustees.

11 2. For all matters which have specified review procedures, such procedures shall be the sole  
12 method of review or challenge (e.g., Affirmative Action).

13 B. A “grievant” shall mean a teacher or the Exclusive Representative, which may file on its own  
14 behalf or on the behalf of the teacher.

15 C. A “day” shall mean a day when the District office is open for business.

16 D. An “immediate supervisor” is the management person having immediate jurisdiction over the  
17 grievant.

18 E. The teacher may elect to be represented by the Exclusive Representative and must inform the  
19 District in writing at least 24 hours in advance of the meeting.

20 1. The grievant, a designated representative, or witnesses who are to testify, if any,  
21 participating in the grievance meeting shall suffer no loss in pay.

22 2. A teacher may, at any time, present grievance to the District and have such grievance  
23 adjusted without the intervention of the Exclusive Representative, as long as the adjustment  
24 is not inconsistent with the terms of the Agreement. The District shall not agree to a

- 1 resolution of the grievance until the Exclusive Representative has received a copy of the  
2 grievance and the proposed resolution and has been given an opportunity to file a response.
- 3 3. At all levels of the grievance procedure, the grievant shall provide the Exclusive  
4 Representative with all details and copies of correspondence relative to the grievance.
- 5 F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the  
6 processing of the grievance shall become a part of and be resolved in the grievance proceeding.  
7 Once a grievance has been resolved or a final decision has been rendered, a grievant shall not be  
8 entitled to initiate a new grievance on any matter or occurrence which could have been included  
9 in the first grievance.
- 10 G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.
- 11 1. The timeline for grievances will be held in abeyance during intersessions of the school year.  
12 The timelines for processing grievances stop during the intersessions and automatically  
13 continue the first work day following the intersessions.
- 14 a. On notice to the District, the teacher has a reasonable right to postpone processing  
15 during the summer intersession.
- 16 2. Failure of the grievant or the grievant's representative to adhere to the time limits of this  
17 Article shall constitute waiver of the grievance and acceptance of the District's action or  
18 decision at the appropriate level.
- 19 H. No reprisal of any kind will be taken by the District against any grievant or participant in the  
20 grievance procedure by virtue of such participation. All written materials pertinent to a  
21 grievance, except decisions resulting from final determination or settlements, shall be filed  
22 separately in a grievance file.

1 I. Until final disposition of the grievance takes place, the grievant shall conform to the original  
2 direction of the District.

3 **Level One**

4 J. Within 20 workdays of the occurrence or knowledge of the occurrence of the alleged violation  
5 of the Agreement, the grievant shall present the grievance in writing to the immediate  
6 supervisor.

7 1. The written grievance shall contain the following minimum information:

8 a. The grievant's name.

9 b. The date of filing.

10 c. The date of the alleged violation.

11 d. The specific Article(s) and section(s) violated.

12 e. The specific relief requested.

13 2. Grievances not containing the required information shall be rejected as improperly filed.

14 Such rejection shall not extend the time limits of this Article.

15 3. The grievant may request a conference with the immediate supervisor.

16 4. Within ten workdays of receipt of the grievance by the supervisor, or within ten workdays  
17 of the conference, the supervisor shall communicate a decision to the  
18 grievant in writing. If the supervisor does not respond within the time limit, the grievant has  
19 two workdays to appeal to the next level.

20 **Level Two**

21 K. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to  
22 the Superintendent or designated representative shall be filed within 10 workdays of the  
23 issuance of the Level One decision or the deadline within which such decision was to be made.



- 1 1. The appeal shall contain all materials utilized in the first level, including the decision  
2 rendered, if any, and a specific and concise statement of the reason for the appeal.
- 3 2. The Superintendent or designated representative shall meet with the grievant and the  
4 representative if the grievant so desires, within ten workdays of the receipt of the appeal.
- 5 3. Within ten workdays of the meeting between the Superintendent and the grievant, a written  
6 decision and the reasons for such decision shall be transmitted to the grievant. If there is no  
7 response within the specified time limit, the grievant has two workdays to proceed to the  
8 next level.

9 **Level Three**

10 L. In the event that the grievant is not satisfied with the decision at Level Two, either party on a  
11 written notice to the other party within ten workdays of the filing of the Level Two decision,  
12 may request mediation through the California State Mediation Service. The mediator will  
13 establish a meeting date.

- 14 1. The mediator shall attempt to find a mutually acceptable resolution of the grievance.
- 15 2. The mediator shall not issue any public statement of fact or opinion on the issue.
- 16 3. The mediation or settlement positions of either party shall not be made public nor shall they  
17 be introduced into any other grievance level.

18 **Level Four**

19 M. If the grievant is not satisfied with the result at Level Three, the Exclusive Representative may,  
20 within ten workdays, submit the grievance to binding arbitration under the provisions of the  
21 voluntary labor arbitration procedure.

22 N. The arbitration shall be limited solely to the interpretation and application of this Agreement to  
23 the precise issue(s) submitted for arbitration. The arbitration shall not determine any other

1 issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the  
2 following:

- 3 1. The termination of services or failure to re-employ a probationary teacher.
- 4 2. The classification of a teacher as probationary.
- 5 3. The termination of services or failure to re-employ any teacher in a position for which extra  
6 compensation is received.
- 7 4. The content of the teacher's evaluation.
- 8 5. The District's right to promulgate rules, policies, or procedures for the implementation of  
9 this Agreement.

10 O. After a hearing on the merits of the grievance, the arbitrator shall render a written decision  
11 which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.

12 The arbitrator shall be limited as follows:

- 13 1. Where the District has made a judgment involving the exercise of discretion, the arbitrator  
14 shall review such decision solely to determine whether the decision has violated the  
15 Agreement and shall not substitute the arbitrator's judgment for that of the District.
- 16 2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or  
17 procedures contained in this Agreement.
- 18 3. The arbitrator shall not issue statements of opinion or conclusions not essential to the  
19 determination of the issue(s) submitted.
- 20 4. The arbitrator's award may include restitution, financial reimbursement, or other proper  
21 remedy, except fines, damages, or penalties.

22 P. The decision of the arbitrator will be submitted to the Board of Trustees and the Exclusive  
23 Representative.

1 Q. The parties shall share the per diem and expense costs of the arbitrator and the American  
2 Arbitration Association's administration fees.

3 1. Each party shall bear all costs of its own case.

4 2. Costs provided in paragraph Q above does not include costs of recording, transcription, or  
5 court reporter.

6

1 **ARTICLE XVI**

2  
3 **EMPLOYEE DISCIPLINE**

4  
5 A. For the purposes of this Article, "Discipline" will mean any adverse action, including a letter of  
6 warning, a written reprimand, or a suspension for a period of up to 10 work days, without pay,  
7 initiated by the District against a certificated employee. The District will issue a verbal warning  
8 prior to the placement of a written letter/reprimand in the employee's personnel file. A written  
9 warning may precede a written reprimand depending on the severity of the incident. A written  
10 reprimand will precede suspension. The level of discipline may be adjusted so as to be  
11 appropriate to the seriousness of the violation(s), i.e., a serious offense, even though it is a first  
12 offense, may warrant a suspension as determined by the Superintendent or designee subject to  
13 Section D of this Article.

14 B. The provisions of this Article shall not apply to a verbal warning, a "Notice of Unprofessional  
15 Conduct", or a "Notice of Unsatisfactory Performance" as set forth in Education Code Section  
16 44938, or to any proceeding that arises out of the issuance of such a Notice.

17 C. No employee will be disciplined unless the following has occurred:

- 18 1. The employee has been given written notice of conduct that might result in discipline being  
19 administered.
- 20 2. The Employer's rules or administrative directives are reasonably related to the orderly,  
21 efficient, and safe operation of the District or its schools.
- 22 3. The District prior to administering discipline, fairly and objectively conducts an  
23 investigation to discover whether an employee to be disciplined did, in fact, violate or  
24 disobey a rule, policy, standard or directive of an administrator.
- 25 4. The District's investigation results in the collection of substantial evidence or proof that the

- 1 employee committed the alleged violation.
- 2 5. The District's application of its rule, directives, and discipline to all employees is without  
3 discrimination.
- 4 6. The District's administration of any discipline reasonable relates to the seriousness of the  
5 employee's proven offense and the record of the employee's service with the District.
- 6 D. All disciplinary actions of the District will be for just cause and will be administered in  
7 accordance with the following:
- 8 1. Any matter that may result in discipline will be brought to the attention of the  
9 Superintendent or designee within ten work days of the specific acts or omissions or within  
10 ten work days after the district knew or should have reasonably known, about the facts or  
11 omissions causing a need to consider disciplining an employee.
- 12 2. The Superintendent or designee will investigate the matter and discuss it with the employee  
13 or, if requested by the employee, with the employee and a representative within ten work  
14 days after the matter has been brought to the attention of the Superintendent. The employee  
15 will be informed of the right to be accompanied to the discussion by an Association  
16 representative. If the employee elects not to be represented by a representative, the  
17 employees will sign a statement to that effect.
- 18 3. As part of the investigation, the employee will be notified in writing of the allegations and  
19 will be given an opportunity to respond and to comment on the appropriate disposition, The  
20 Association President will receive a copy of the written allegations concurrent with the  
21 receipt of the allegation by the employee.
- 22 4. Within ten (10) work days of the conclusion of the investigation, the Superintendent or  
23 designee will give the employee and the Association written notice of the intended

1 disciplinary action.

2 a. The notice of disciplinary action will be personally served upon the employee and will  
3 be signed for and dated upon receipt, or it will be sent by United States certified mail,  
4 return receipt requested, addressed to the employee's last known address.

5 b. Where the employee has utilized the services of a representative during the  
6 investigation, the representative will also be sent a copy of the notice.

7 c. The notice of disciplinary action will inform the employee of the charges as well as the  
8 effective date of discipline. The notice will contain a statement in ordinary and concise  
9 language of the specific acts and omissions upon which the disciplinary action is based,  
10 a statement of the cause for the action taken, and if it is claimed that an employee has  
11 violated the rule or regulation will be set forth in the notice. The notice will contain  
12 copies of any document upon which the intended discipline is based, and the proposed  
13 discipline.

14 d. The notice will inform the employee of his/her right to notify the Association of his/her  
15 wish to appeal the notice which may result in requesting a grievance be filed at Level II.  
16 The Association will review the appeal and determine if a grievance will be filed on the  
17 employee's behalf. If a grievance is to be filed, it shall be done within ten (10) work  
18 days. If the grievance is filed, the proposed disciplinary action shall be stayed until the  
19 grievance process is completed. Failure to file a grievance shall constitute a waiver of a  
20 right to an appeal and the discipline shall be final.

21 5. All information and proceedings regarding any of the above actions or proposed actions will  
22 be kept as confidential, as possible, by all parties to the proceedings. The notification to the  
23 employee and the Association, in paragraph C. 4.a-d of this Article, will not be considered a

1 violation of confidentiality.

2 6. If no similar incidents occur within 48 months, all references to the incident shall be sealed  
3 and remain in the employee's personnel file.

4 E. District-initiated disciplinary transfer/reassignment

5 1. The District may initiate a transfer/reassignment if there is one (1) written letter of  
6 reprimand that occurs during a school year.

7 2. The affected unit member may request from open positions for which he/she is credentialed.

8 3. If the unit member does not make their preference known within 5 work days of notification  
9 of impending transfer/reassignment, the District shall select the site and assignment.

10 4. A unit member subject to transfer/reassignment shall be eligible to request a voluntary  
11 transfer after two years of no documented disciplinary action.

12 5. The District may review all involuntary placements prior to selecting and/or reassigning  
13 administrators to school sites.

14 Grounds for Discipline

15 F. Employee conduct that may result in a written reprimand or in a suspension without pay:

16 1. Excessive, repeated, patterned, or unexcused absences.

17 2. Excessive, repeated, patterned, or unexcused tardiness.

18 3. Insubordination [refusal to follow the lawful direction of a supervisor]\*\*).

19 4. Negligence or willful damage to public property or waste of public supplies equipment.

20 5. Possession and/or consumption of alcoholic beverages or intoxication on district premises or  
21 while on duty at any location (\*\*).

22 6. Possession of, consumption of or intoxication due to the use of any narcotic, restricted  
23 dangerous drug or other controlled substance which is regulated by the California Uniform

- 1           Controlled Substances Act on District premises or while on duty at any location, unless such  
2           possession is under a valid written prescription(\*\*).
- 3       7. Unauthorized use of another employee's password to gain access to the District computer  
4           system.
- 5       8. Accessing confidential or private information stored on District Servers or computer files of  
6           others for an impermissible purpose.
- 7       9. Attempting to bypass or evade or bypassing or evading the District filter system including  
8           downloading software in violation of copyright.
- 9       10. Intentionally accessing pornographic websites, photographs, or information (\*\*).
- 10      11. Violation of the District's policy on Sexual Harassment.
- 11      12. Act of physical violence against a student, parent, employee of the District, or any other  
12           person except as referred to in Education Code section 44807 or in violation of the  
13           provisions of Education Code section 49001(\*\*).
- 14      13. Oral or Written attack that could reasonably be construed as hostile, demeaning, or  
15           threatening and or use of expletives/epithets directed against a student, parent, employee of  
16           the District, or any other person. (\*\*)
- 17      14. Use of District time, facilities, equipment, or supplies for private gain.
- 18      15. Duplication of any key to a District facility without proper authorization.
- 19      16. Misappropriation or mishandling of District or student body funds resulting in loss (\*\*).
- 20      17. Theft (\*\*).
- 21      18. Possession of a firearm on school property (\*\*).

22      \*\*First offense may result in a suspension.

23



1 **ARTICLE XVII**

2 **REPORTING OF CHILD ABUSE**

- 3
- 4 A. The District shall provide during the regular workday in-service training as required.
- 5 B. No later than the end of the first week of school, the District shall provide each teacher with a
- 6 copy and an explanation of the laws regarding the teacher’s responsibilities of reporting child
- 7 abuse and materials on how to recognize child abuse.
- 8 C. The teacher must notify the appropriate authorities within 24 hours of the reporting of a case of
- 9 child abuse. The supervisor shall provide immediate and positive assistance to that teacher in
- 10 his/her fulfillment of legal responsibilities. Such assistance must include, but not be limited to,
- 11 providing copies of the official report forms, agency addresses, or telephone numbers, a quiet
- 12 and private place to complete the forms, friendly and courteous assistance in completion of the
- 13 forms, and release time for the completion of the forms.
- 14 D. The District shall respect and maintain the confidentiality of all information on child abuse
- 15 which a teacher reports to the appropriate authorities.
- 16 E. The District shall provide all necessary assistance to protect a teacher from attempted
- 17 harassment or intimidation as a result of the teacher having completed and submitted the
- 18 necessary forms on child abuse.
- 19

1 **ARTICLE XVIII**

2 **CONCLUSION**

3  
4 A. This Agreement supersedes the previous Collective Bargaining Agreement and represents  
5 complete collective bargaining in respect to wages, hours of employment, and other terms and  
6 conditions of employment which shall prevail during the term hereof and any matters of subject  
7 not herein covered by the parties for the life of this Agreement. The Exclusive Representative  
8 understands and agrees that, as to all matters not covered by this Agreement, there shall be no  
9 duty on the District to meet and negotiate further during the term of this Agreement.

10 B. This Agreement shall supersede any rules, regulations, or practices of the District which are  
11 contrary to or inconsistent with its terms.

12 1. The specific provisions of this Agreement and rules implementing it shall prevail over any  
13 District past practice or procedure and shall be interpreted and applied in a uniform and  
14 consistent manner and shall not be interpreted or applied in a manner which is arbitrary,  
15 capricious, or discriminatory. Past practices shall continue to the extent allowed by the  
16 Collective Bargaining Agreement.

17 C. It is understood and agreed that the District retains all of its powers and authority to direct,  
18 manage, and control its operations to the full extent of the law, except as modified in this  
19 Agreement. The exercise of the foregoing powers, rights, authority, duties, and responsibilities  
20 by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof,  
21 and the use of judgment and discretion in connection therewith shall be limited only by the  
22 specific and express terms of this Agreement.

23 D. In the event that any portion of this Agreement is found to be unlawful by a court of competent  
24 jurisdiction, the rest of the Agreement shall remain in full force and effect. Should a federal or

1 state agency with jurisdiction invalidate any portion of this Agreement or should the California  
2 Legislature decrease or delete any portion of this Agreement, the parties shall on appropriate  
3 notice, meet to negotiate over the affected provisions.

4 E. It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or  
5 failure to fully and faithfully perform job functions and responsibilities or other interference  
6 with the operations of the District by the Exclusive Representative or its officers, agents, or  
7 members during the terms of this Agreement, including any request to or compliance with the  
8 request of any other labor organization to engage in such activity. The Exclusive  
9 Representative recognizes the duty and obligation of its representatives to comply with the  
10 provisions of this Agreement and to make every reasonable effort to induce all teachers to do  
11 so. In the event of a strike, work stoppage, slow down, or other interference with the operation  
12 of the District by teachers who are represented by the Exclusive Representative, the Exclusive  
13 Representative agrees in good faith to take all necessary steps to cause those teachers to cease  
14 such action. There shall be no strike or concerted activities until the exhaustion of the impasse  
15 procedure (including completion of the fact finding process).

16 F. This Agreement shall be in full force and effect from July 1, 2017 and shall expire June 30,  
17 2020. The terms of this Agreement shall remain in effect until a successor Agreement is  
18 reached. In addition, during the intermediate years of this Agreement (2018/2019, 2019/2020),  
19 the parties agree to reopen:

20 a. Article III – Salary (Should the financial conditions of the district change, Article III  
21 (Salaries) may be re-opened during the intermediate years).

22 b. Up to two (2) articles selected by each party (Article IV, Health and Welfare  
23 Benefits will be excluded).

**SIGNATURE PAGE**

**FOR RATIFICATION**

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

**ACCEPTED**

DELANO UNION SCHOOL DISTRICT



Rosalina Rivera  
Superintendent

Dated: 11-15-2017

DELANO UNION ELEMENTARY SCHOOL  
TEACHERS  
ASSOCIATION/CTA/NEA



Darrell Winger  
President

Dated: 11/15/2017

**SIGNATURE PAGE OF REVISIONS**

**FOR RATIFICATION**

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

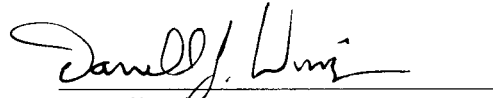
**ACCEPTED**

DELANO UNION SCHOOL DISTRICT

DELANO UNION ELEMENTARY SCHOOL  
TEACHERS ASSOCIATION/CTA/NEA



Rosalina C. Rivera  
Superintendent



Darrell Winger  
President

Dated: 8-16-18

Dated: 08/16/2018

# APPENDIX

## A

**DELANO UNION SCHOOL DISTRICT**  
**2017 - 2018 TEACHER SALARY SCHEDULE**  
**183 WORK DAYS**  
*2% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$50,309	\$51,797	\$53,360	\$55,749	\$57,454	\$59,158	\$60,861
2		\$53,292	\$54,852	\$57,265	\$58,968	\$60,676	\$62,377
3		\$54,786	\$56,348	\$58,780	\$60,488	\$62,192	\$63,891
4		\$56,282	\$57,848	\$60,298	\$62,002	\$63,707	\$65,411
5		\$57,836	\$59,402	\$61,873	\$63,581	\$65,281	\$66,987
6		\$59,521	\$61,083	\$63,582	\$65,282	\$66,991	\$68,698
7		\$61,206	\$62,770	\$65,288	\$66,994	\$68,700	\$70,407
8		\$62,886	\$65,098	\$66,997	\$68,703	\$70,412	\$72,115
9		\$64,575	\$66,155	\$68,704	\$70,414	\$72,116	\$73,819
10			\$67,891	\$70,481	\$72,187	\$73,895	\$75,510
11			\$69,932	\$72,552	\$74,259	\$75,961	\$77,671
12				\$74,447	\$76,156	\$77,862	\$79,569
13				\$76,346	\$78,052	\$79,762	\$81,468
14					\$79,956	\$81,664	\$83,369
15						\$83,559	\$85,267
16							\$87,696
17							\$89,793
18							\$91,889

*Effective 7/01/2017*  
*Approved 6/26/2017*

# DELANO UNION SCHOOL DISTRICT

2017 - 2018

193 CERTIFICATED WORK DAY

SALARY SCHEDULE

*2% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$53,058	\$54,627	\$56,276	\$58,795	\$60,594	\$62,391	\$64,187
2		\$56,204	\$57,849	\$60,394	\$62,190	\$63,992	\$65,786
3		\$57,780	\$59,427	\$61,992	\$63,793	\$65,590	\$67,382
4		\$59,358	\$61,009	\$63,593	\$65,390	\$67,188	\$68,985
5		\$60,996	\$62,648	\$65,254	\$67,055	\$68,848	\$70,647
6		\$62,774	\$64,421	\$67,056	\$68,849	\$70,652	\$72,452
7		\$64,551	\$66,200	\$68,856	\$70,655	\$72,454	\$74,254
8		\$66,322	\$68,655	\$70,658	\$72,457	\$74,260	\$76,056
9		\$68,104	\$69,770	\$72,458	\$74,262	\$76,057	\$77,853
10			\$71,601	\$74,332	\$76,132	\$77,933	\$79,636
11			\$73,753	\$76,517	\$78,317	\$80,112	\$81,915
12				\$78,515	\$80,318	\$82,117	\$83,917
13				\$80,518	\$82,317	\$84,121	\$85,920
14					\$84,325	\$86,127	\$87,925
15						\$88,125	\$89,926
16							\$92,488
17							\$94,700
18							\$96,910

*Effective 7/01/2017*

*Approved 6/26/2017*



**Speech Pathologist Salary Schedule**  
**2017 - 2018**  
*2% Increase*

I.

Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
188 Days	\$85,673	\$87,569	\$89,507	\$91,486	\$93,510

**\*\*DUESTA Bargaining Unit**

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

M.A. \$1,500

Doctorate \$1,500

Longevity payment of \$1,092.00 for 10, 15, 20, 25, and 30 years

Intern Support Provider Stipend \$2,060.000

Effective: 7/01/2017

Approved: 6/26/2017

**DELANO UNION SCHOOL DISTRICT**  
**School Nurse, Program Specialist & Psychologist Base Salary Schedule**  
**2017 - 2018**  
*2% Increase*

F.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Nurse**	195 Days	\$76,611	\$78,905	\$81,272	\$83,712	\$86,222	\$88,808	\$91,472

G.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
Psychologist**	195 Days	\$94,900	\$96,349	\$97,802	\$99,256	\$100,709

H.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
1. Program Specialist - Health Services**	195 Days	\$94,900	\$96,349	\$97,802	\$99,256	\$100,709
2. Program Specialist - Prevention Ed./Nurse**	195 Days	\$94,900	\$96,349	\$97,802	\$99,256	\$100,709

\*\*DUESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

M.A. \$1,500

Doctorate \$1,500

Longevity payment of \$1,092 for 10, 15, 20, 25, and 30 years

Effective: 7/07/2017

Approved: 6/26/2017

# DELANO UNION SCHOOL DISTRICT

## 2018-19 TEACHER SALARY SCHEDULE

### 183 WORK DAYS

*2% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$51,315	\$52,833	\$54,427	\$56,864	\$58,603	\$60,341	\$62,078
2		\$54,358	\$55,949	\$58,410	\$60,147	\$61,890	\$63,625
3		\$55,882	\$57,475	\$59,956	\$61,698	\$63,436	\$65,169
4		\$57,408	\$59,005	\$61,504	\$63,242	\$64,981	\$66,719
5		\$58,993	\$60,590	\$63,110	\$64,853	\$66,587	\$68,327
6		\$60,711	\$62,305	\$64,854	\$66,588	\$68,331	\$70,072
7		\$62,430	\$64,025	\$66,594	\$68,334	\$70,074	\$71,815
8		\$64,144	\$66,400	\$68,337	\$70,077	\$71,820	\$73,557
9		\$65,867	\$67,478	\$70,078	\$71,822	\$73,558	\$75,295
10			\$69,249	\$71,891	\$73,631	\$75,373	\$77,020
11			\$71,331	\$74,003	\$75,744	\$77,480	\$79,224
12				\$75,936	\$77,679	\$79,419	\$81,160
13				\$77,873	\$79,613	\$81,357	\$83,097
14					\$81,555	\$83,297	\$85,036
15						\$85,230	\$86,972
16							\$89,450
17							\$91,589
18							\$93,727

M.A.           \$    2,000

Doctorate     \$    2,000

Effective       7/1/2018

Approved       6/27/2018

Longevity pay beginning with the 20th year of service:

20-24 years           \$    1,638

25-29 years           \$    3,275

30-34 years           \$    5,186

35 or more years     \$    7,370

**DELANO UNION SCHOOL DISTRICT**  
**2018-19 TEACHER SALARY SCHEDULE**  
**193 WORK DAYS**  
*2% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$54,119	\$55,720	\$57,402	\$59,971	\$62,173	\$63,639	\$65,471
2		\$57,328	\$59,006	\$61,602	\$63,434	\$65,272	\$67,102
3		\$58,936	\$60,616	\$63,232	\$65,069	\$66,902	\$68,730
4		\$60,545	\$62,229	\$64,865	\$66,698	\$68,532	\$70,365
5		\$62,216	\$63,901	\$66,559	\$68,396	\$70,225	\$72,060
6		\$64,029	\$65,709	\$68,397	\$70,226	\$72,065	\$73,901
7		\$65,842	\$67,524	\$70,233	\$72,068	\$73,903	\$75,739
8		\$67,648	\$70,028	\$72,071	\$73,906	\$75,745	\$77,577
9		\$69,466	\$71,165	\$73,907	\$75,747	\$77,578	\$79,410
10			\$73,033	\$75,819	\$77,655	\$79,492	\$81,229
11			\$75,228	\$78,047	\$79,883	\$81,714	\$83,553
12				\$80,085	\$81,924	\$83,759	\$85,595
13				\$82,128	\$83,963	\$85,803	\$87,638
14					\$86,012	\$87,850	\$89,684
15						\$89,888	\$91,725
16							\$94,338
17							\$96,594
18							\$98,848

M.A.           \$     2,000  
 Doctorate     \$     2,000  
  
 Effective       7/1/2018  
 Approved      6/27/2018

Longevity pay beginning with the 20th year of service:  
 20-24 years           \$     1,638  
 25-29 years           \$     3,275  
 30-34 years           \$     5,186  
 35 or more years     \$     7,370

## Speech Pathologist Salary Schedule

2018-19

2% Increase

I.

Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
188 Days	\$87,386	\$89,320	\$91,297	\$93,316	\$95,380

\*\*DUESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

M.A. \$2,000

Doctorate \$2,000

Longevity payment of \$1,092.00 for 10, 15, 20, 25, and 30 years

Intern Support Provider Stipend \$2,060.000

Effective: 7/01/2018

Approved: 6/27/18

**DELANO UNION SCHOOL DISTRICT**  
**School Nurse & Psychologist Base Salary Schedule**

**2018-19**  
 2% Increase

F.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
School Nurse**	195 Days	\$78,143	\$80,483	\$82,897	\$85,388	\$87,946	\$90,584	\$93,301	\$96,099	\$98,981

G.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
Psychologist**	195 Days	\$95,798	\$98,276	\$99,758	\$101,241	\$102,723

\*\*DUESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

- M.A. \$2,000
- Doctorate \$2,000
- Longevity payment of \$1,092 for 10, 15, 20, 25, and 30 years
- Effective: 7/01/2018
- Approved: 6/27/18

**DELANO UNION SCHOOL DISTRICT**  
**2019-20 TEACHER SALARY SCHEDULE**  
**183 WORK DAYS**  
*1% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$51,828	\$53,361	\$54,971	\$57,433	\$59,189	\$60,944	\$62,699
2		\$54,902	\$56,508	\$58,994	\$60,748	\$62,509	\$64,261
3		\$56,441	\$58,050	\$60,556	\$62,315	\$64,070	\$65,821
4		\$57,982	\$59,595	\$62,119	\$63,874	\$65,631	\$67,386
5		\$59,583	\$61,196	\$63,741	\$65,502	\$67,253	\$69,010
6		\$61,318	\$62,928	\$65,503	\$67,254	\$69,014	\$70,773
7		\$63,054	\$64,665	\$67,260	\$69,017	\$70,775	\$72,533
8		\$64,785	\$67,064	\$69,020	\$70,778	\$72,538	\$74,293
9		\$66,526	\$68,153	\$70,779	\$72,540	\$74,294	\$76,048
10			\$69,941	\$72,610	\$74,367	\$76,127	\$77,790
11			\$72,044	\$74,743	\$76,501	\$78,255	\$80,016
12				\$76,695	\$78,456	\$80,213	\$81,972
13				\$78,652	\$80,409	\$82,171	\$83,928
14					\$82,371	\$84,130	\$85,886
15						\$86,082	\$87,842
16							\$90,345
17							\$92,505
18							\$94,664

M.A. \$ 2,000  
 Doctorate \$ 2,000  
 Effective 7/1/2018  
 Approved 6/27/2018

Longevity pay beginning with the 20th year of service:  
 20-24 years \$ 1,638  
 25-29 years \$ 3,275  
 30-34 years \$ 5,186  
 35 or more years \$ 7,370

**DELANO UNION SCHOOL DISTRICT**  
**2019-20 TEACHER SALARY SCHEDULE**  
**193 WORK DAYS**  
*1% Increase*

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	\$54,660	\$56,277	\$57,976	\$60,571	\$62,795	\$64,275	\$66,126
2		\$57,901	\$59,596	\$62,218	\$64,068	\$65,925	\$67,773
3		\$59,525	\$61,222	\$63,864	\$65,720	\$67,571	\$69,417
4		\$61,150	\$62,851	\$65,514	\$67,365	\$69,217	\$71,069
5		\$62,838	\$64,540	\$67,225	\$69,080	\$70,927	\$72,781
6		\$64,669	\$66,366	\$69,081	\$70,928	\$72,786	\$74,640
7		\$66,500	\$68,199	\$70,935	\$72,789	\$74,642	\$76,496
8		\$68,324	\$70,728	\$72,792	\$74,645	\$76,502	\$78,353
9		\$70,161	\$71,877	\$74,646	\$76,504	\$78,354	\$80,204
10			\$73,763	\$76,577	\$78,432	\$80,287	\$82,041
11			\$75,980	\$78,827	\$80,682	\$82,531	\$84,389
12				\$80,886	\$82,743	\$84,597	\$86,451
13				\$82,949	\$84,803	\$86,661	\$88,514
14					\$86,872	\$88,729	\$90,581
15						\$90,787	\$92,642
16							\$95,281
17							\$97,560
18							\$99,836

M.A. \$ 2,000  
 Doctorate \$ 2,000  
 Effective 7/1/2018  
 Approved 6/27/2018

Longevity pay beginning with the 20th year of service:  
 20-24 years \$ 1,638  
 25-29 years \$ 3,275  
 30-34 years \$ 5,186  
 35 or more years \$ 7,370



**Speech Pathologist Salary Schedule  
2019-20**

*1% Increase*

I.

Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
188 Days	\$88,260	\$90,213	\$92,210	\$94,249	\$96,334

**\*\*DUESTA Bargaining Unit**

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

M.A. \$2,000

Doctorate \$2,000

Longevity payment of \$1,092.00 for 10, 15, 20, 25, and 30 years

Intern Support Provider Stipend \$2,060.000

Effective: 7/01/2018

Approved: 6/27/18

**DELANO UNION SCHOOL DISTRICT**  
**School Nurse & Psychologist Base Salary Schedule**  
**2019-20**  
*1% Increase*

F.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
School Nurse**	195 Days	\$78,924	\$81,288	\$83,726	\$86,240	\$88,825	\$91,490	\$94,234	\$97,060	\$99,971

G.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
Psychologist**	195 Days	\$97,766	\$99,259	\$100,756	\$102,253	\$103,750

\*\*DUJESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS

M.A. \$2,000

Doctorate \$2,000

Longevity payment of \$1,092 for 10, 15, 20, 25, and 30 years

Effective: 7/01/2018

Approved: 6/27/18

# APPENDIX B

**DELANO UNION SCHOOL DISTRICT  
2017 - 2018 SCHOOL YEAR**

183 Work Days - Returning Staff (teachers)  
184 Work Days - New Staff (teachers)

**STAFF CALENDAR**

JULY 2017						
S	M	T	W	TH	F	S
						1
2	3	◆	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	NP	P	P	28	29
30	31					

AUGUST 2017						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	▼	17	18	19
20	21	22	23	24	25	26
27	28	29	▼	31		

SEPTEMBER 2017						
S	M	T	W	TH	F	S
					1	2
3	◆	5	6	7	8	9
10	11	12	▼	14	15	16
17	▲	▲	▲	▲	▲	23
24	25	26	▼	28	29	30

OCTOBER 2017						
S	M	T	W	TH	F	S
1	2	3	4	5	▲	7
8	9	10	11	12	13	14
15	16	17	▼	19	20	21
22	23	24	25	26	27	28
29	▲	▲				

NOVEMBER 2017						
S	M	T	W	TH	F	S
			▲	▲	▲	4
5	6	7	▼	9	●	11
12	13	14	15	16	▲	18
19	20	21	22	◆	●	25
26	27	28	▼	30		

DECEMBER 2017						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	▲	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	◆	26	27	28	●	30
31						

JANUARY 2018						
S	M	T	W	TH	F	S
	◆	2	3	4	5	6
7	P	9	10	11	12	13
14	◆	16	▼	18	19	20
21	▲	▲	▲	▲	▲	27
28	29	30	▼			

FEBRUARY 2018						
S	M	T	W	TH	F	S
				1	2	3
4	●	6	7	8	9	10
11	●	13	▼	15	16	17
18	◆	20	21	22	23	24
25	▲	▲	▲			

MARCH 2018						
S	M	T	W	TH	F	S
				▲	▲	3
4	5	6	▼	8	9	10
11	12	13	14	15	16	17
18	19	20	▼	22	▲	24
25	26	27	28	29	●	31

APRIL 2018						
S	M	T	W	TH	F	S
1	●	3	▼	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2018						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	▲	18	19
20	21	22	23	24	25	26
27	◆	29	30	31		

JUNE 2018						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	▲	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**HOLIDAYS**  
 July 25 New Tchr Orient.  
 July 26, 27 Tchr Prep/Training  
 July 31 First Day of School  
 Oct. 9-13 Fall Recess  
 Nov. 20-24 Thanksgiving Recess  
 Dec. 11-Jan. 5 Winter Recess  
 Jan. 8 Tchr Prep/Training  
 March 26-29 Spring Recess  
 June 7 Last Day of School  
 Winter/Summer Academics to be announced.

**PROGRESS REPORTING**  
 Academic Progress Reports Sent : Week of Sept. 5  
 1<sup>st</sup> Trimester Academic Progress Conferences: Sept. 18 - 22  
 1<sup>st</sup> Trimester ends: Oct. 27  
 Report Cards Issued & Elementary Conferences: Week of Oct. 30  
 Academic Progress Reports Sent: Week of Jan. 9  
 2<sup>nd</sup> Trimester Academic Progress Conferences: Jan. 22 - 26  
 2<sup>nd</sup> Trimester Ends: Feb. 23  
 Report Cards Issued & Elementary Conferences: Week of Feb. 26  
 Academic Progress Reports Sent: Week of April 9  
 3<sup>rd</sup> Trimester Ends: June 7  
 Report Cards Issued: Week of June 7

◆ Legal Holiday (No school)  
 ● Local Holiday (No school)  
 ▲ Minimum Day (1:05 p.m.) All Middle Schools only  
 ▼ Elementary Schools only  
 ▲ Late Start Schedule (10:00 a.m.)  
 STPT - 8/16, 9/13, 11/8, 1/17, 2/14, 3/7  
 PD - 8/30, 9/27, 10/18, 11/29, 1/31, 3/21, 4/4  
 School in session  
 □ No Students  
 NP New Teacher Prep Day (No school)  
 P Prep Day (No school)

**ALL STAFF ARE EXPECTED TO REPORT TO WORK ON ALL REGULAR PREP DAYS.  
ALL ABSENCES ARE TO BE REPORTED TO THE DISTRICT SEMS SYSTEM.**

*Board Approved 3/13/2017*

# APPENDIX C

**DELANO UNION TEACHERS ASSOCIATION  
TEACHER ASSISTANCE PROGRAM  
PEER ASSISTANCE AND REVIEW PROGRAM (PAR)**

**Memorandum of Understanding**

**July 1, 2003 – June 30, 2005**

**~~REVISION~~**

**RECITALS**

- A. The DUSD and DUESTA are parties to a Collective Bargaining Agreement (“Agreement”) which expires by its terms on June 30, 2005. The parties wish to add the attached and revised PAR MOU.
- B. The purpose of this MOU is to set forth the agreements of the DUSD and DUESTA with regard to the implementation of the California Peer Assistance and Review Program for Teachers (“PAR”) pursuant to Education Code section 44500 et seq.
- C. The provisions of this MOU may be bargained as a new article for a successor agreement when the current CBA expires on June 30, 2005 or the MOU may be continued by mutual consent.
- D. Except as provided in F6 (Miscellaneous Provisions) it is the intent of the DUSD and DUESTA that this MOU remain in effect.
- E. The DUSD and DUESTA understand that Education Code section 44500 et seq. may be subject to periodic Legislative amendment and that implementation guidelines and regulations related to PAR are also subject to change. Therefore, the parties have provided a mechanism for reopening this MOU.

**TERMS**

The DUSD and DUESTA agree as follows:

- 1. The above recitals are true.
- 2. The MOU between the DUSD and DUESTA is supplemented by the addition of the following provisions, effective as of the latest date of ratification and acceptance of this MOU. The attached MOU will serve and be effective on July 1, 2003 and expire on June 30, 2005.

## **DELANO UNION SCHOOL DISTRICT PEER ASSISTANCE AND REVIEW PROGRAM (PAR)**

PAR provides a mechanism wherein exemplary classroom teachers assist other teachers in the areas of classroom management, subject matter knowledge, teaching methods, and teaching strategies.

Peer assistance activities are provided by "Consulting Teachers" to "Participating Teachers". Consulting Teachers are selected and designated by the Joint Teacher-Administrator Peer Assistance and Review Panel (PAR Panel). A Participating Teacher is a classroom teacher who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the employee's performance in the area of teaching methods or instruction, as reflected on DUSD's standard evaluation form. All referrals to the PAR Program shall be made prior to March 1 of each school year.

A classroom teacher may request assistance through the PAR Program as a "Voluntary Participant" subject to the provisions of law and the agreement of the PAR Panel.

### **A. Joint Teacher Administrator Peer Assistance and Review Panel**

Oversight and guidance of the PAR program is provided through the Joint Panel. The majority of the Joint Panel shall be certificated classroom teachers.

1. The Joint Panel shall be composed of 5 members, 3 classroom teachers, and 2 administrators. The term of a Joint Panel member who is a classroom teacher shall be two years.
  - a. Qualifications for the classroom teacher members of the PAR Panel shall be determined by the DUESTA Executive Board.
  - b. In order to avoid the appearance of a Conflict of Interest, no Panel member shall be related to a Consulting Teacher.
  - c. Vacancies on the PAR Panel shall be filled in the same manner by which the departed member was originally chosen. Stipends, for classroom teachers, will be prorated on the basis of number of months served.
2. Certificated administrator members of the Joint Panel shall be designated by the District.
3. The Joint Panel shall elect a chair who shall serve for a two-year term.

4. The PAR Panel shall meet monthly and as it deems necessary to perform its functions. Classroom teacher members of the PAR Panel shall be entitled to ten days of release, from regular classroom duties. The cost of substitute teachers shall be paid for by the PAR budget.
5. The Joint Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a majority vote.
6. Pursuant to Education Code section 44502(a), the PAR Panel shall:

Select and assign Consulting Teachers.

Report to the Board of Trustees regarding PAR program participants, who the PAR Panel determines have not demonstrated "satisfactory improvement" after receiving "sustained assistance" from a Consulting Teacher. All reports pursuant to this provision shall be made to the Board not later than thirty days after the receipt of the final report from a Consulting Teacher.

Make an annual evaluation of the impact of the PAR program.

In addition, the Joint Panel has the discretion to submit "recommendations for improvement of the program". Recommendations shall be submitted to the district board, administration and the exclusive representative of certificated employees.

7. In the process of carrying out its obligations, the Joint Panel may:
  - Establish its internal procedures
  - Solicit and review applications for appointment as a Consulting Teacher
  - Provide appropriate training opportunities for Consulting Teachers
  - Guide and assist Consulting Teachers in (1) the development of performance goals for Participating Teachers; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with Participating Teacher's Principal; (4) assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge; (5) writing peer review reports. Provide appropriate training opportunities for Joint Panel members in areas related to the Panel's statutory responsibility. Annual training for the joint panel could include:
    - ◆ Team Building
    - ◆ Verbal Skills
    - ◆ Adult Learning Theory
    - ◆ Budget Development



- ◆ Due Process
  - ◆ Systemic Observation Techniques
  - ◆ The “Language” of Report Writing
8. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Panel’s final report regarding the results of a Participating Teacher’s participation in the PAR program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of employee performance.
  9. At the end of each school year, the Joint Panel shall forward all documents and records relating to an employee’s participation in the PAR program to the District Office for filing as provided in section F of this MOU.
  10. Joint Panel will determine the number of Consulting Teachers as needed.

**B. Consulting Teacher Selection**

A Consulting Teacher is a classroom teacher who applies and is selected for that designation by the Joint Panel. The Consulting Teacher shall be assigned to assist other teachers who are in need of improved teaching methods and/or instruction.

1. In order to be selected as a Consulting Teacher, the classroom teacher must possess the requisite minimum qualifications and must file an application with the Joint Panel. The minimum qualifications are:
  - Credentialed classroom teacher with permanent status.
  - “Five years immediate past” relevant classroom teaching experience.
  - Demonstrated exemplary teaching ability as provided by Education Code section 44501(c) and reflected in the applicant’s performance evaluations.
  - Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
  - Effective leadership skills.
2. An application for selection as a Consulting Teacher shall include two references from individuals that have knowledge of the applicant’s ability to satisfy the minimum qualifications. Sources for references may include, but are not limited to the following: district administration, site administration, regular classroom teachers, and the DUESTA officers, and/or representatives.

Following a decision by the PAR Panel as to which candidates it will consider, one or more PAR Panel members shall observe each candidate's classroom teaching performance. A written report of the observations may be made to the PAR Panel prior to any vote to select a Consulting Teacher.

All applications shall be turned in to the DUSD Department of Human Resources.

3. Annual training for Consulting Teachers shall include but not be limited to the following: conferences, in-services, seminars, and training sessions deemed appropriate by the PAR Panel. Consulting Teachers shall be entitled to release time from classroom duties, which may be used in one-half day blocks as approved by the Joint Panel. The cost of the substitutes will be paid for out of the PAR Program budget. Additional days may be purchased, from the district, by the PAR Panel, as needed.
4. A Consulting Teacher's duties shall include, but not be limited to, the following: assisting voluntary participants in the PAR Program, assisting teachers referred to the PAR Program, and facilitating staff development for teachers.
5. The assistance provided by a Consulting Teacher shall not involve the participation in nor the conducting of the evaluation and assessment of performance of the Participating Teacher that is set forth in Education Code section 44660 et. seq. The assistance provided by the Consulting Teacher shall focus on the specific areas recommended for improvement by the Participating Teacher's Principal, based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.
6. Within ten teacher work days following the assignment of a Consulting Teacher by the Joint Panel, the Consulting Teacher, Principal of the Participating Teacher, and the Participating Teacher shall meet and discuss the areas of unsatisfactory performance and recommended improvement plan. Thereafter, the Consulting Teacher shall independently prepare a Plan of Consultative Assistance and time-line which is consistent with the provisions of this MOU and Education Code section 445500(b)(2), (3), (5), (6), and (7).
  - a. The plan shall outline scheduled observations by the Consulting Teacher and any release time requirements for the Consulting Teacher's activities related to implementing the Plan such as:
    1. Professional development and observation of exemplary teachers
    2. Release time for professional development and observation of exemplary teachers
    3. Subject matter conferences

- b. The plan shall be submitted to the Joint Panel for final development and approval.
  - c. As a part of the monitoring process, the Consulting Teacher shall be required to meet with the Panel to discuss the progress of the Participating Teacher.
7. The Consulting Teacher's final report regarding a Participating Teacher's participation in the PAR program for the school year shall be submitted to the Joint Panel not later than ten contractual work days following completion of the Program of Consultative Assistance. The report shall describe the assistance provided in the area or areas recommended for improvement. A copy of the report shall be provided to the Participating Teacher at the time of submission to the Joint Panel.

For Voluntary Participants, including but not limited to permanent teachers, teachers changing assignments, and teachers returning from leave, the Assistance Plan identified in this MOU shall focus on areas identified by the teacher. The Consulting Teacher shall not submit a report to the PAR Panel, unless the Voluntary Participant makes a written request for one.

### C. Participating Teachers

A Participating Teacher is a classroom teacher who has been referred to the PAR program by the site principal as a result of an unsatisfactory rating of the employee's performance in the area of teaching methods or instruction. **Participants shall be guaranteed due process.** An unsatisfactory rating shall be defined as set forth in Education Code section 44662.

- (a) The DUSD Board of Trustees shall establish standards of expected pupil achievement at each grade level in each area of study.
- (b) The DUSD Board of Trustees shall evaluate and assess certificated employee performance as it reasonably relates to:
  - (1) The progress of pupils toward the standards established pursuant to subdivision (a).
  - (2) The instructional techniques and strategies used by the employee.
  - (3) The employee's adherence to curricular objectives.
  - (4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- (c) The DUSD Board of Trustees shall establish and define job responsibilities for certificated non-instructional personnel, including, but not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b) and shall evaluate and assess the performance of those non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.

- (d) Results of an employee's participation in the Peer Assistance and Review Program for Teachers established by E.C. Article 4.5 (commencing with section 44500) shall be made available as part of the evaluation conducted pursuant to this MOU.
- (e) The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests.
- (f) Nothing in this section shall be construed as in any way limiting the authority of the DUSD Governing Board to develop and adopt additional evaluation and assessment guidelines or criteria within the framework of the collective bargaining process.

1. The Participating Teacher may request a change in an assigned Consulting Teacher. Depending on the availability of another appropriate Consulting Teacher, one request for a change shall be granted.
2. A Participating Teacher may respond to a Consulting Teacher's final report either by an appearance before the Joint Panel or by a written submission or both. If a Participating Teacher desires to file a written response and/or to request to appear before the Joint Panel, the response/request must be made in writing within five work days of the date of the final report.
3. All Participating Teachers shall be entitled to be released from classroom duties, during participation in PAR as approved by the Joint Panel. The cost of substitutes shall be paid for by the PAR budget.

**D. Voluntary Participants**

All Voluntary Participants shall be entitled to be released from classroom duties, to be used during participation in PAR as approved by the Joint Panel. The cost of substitutes shall be paid for by the PAR budget.

**E. Stipends and Budget Administration**

The Joint Panel shall prepare and administer the budget for funds received by the District by virtue of its Participation in PAR.

The following are the stipends for the teachers selected as:

Joint Panel Members	\$2,400.00 annually
(PAR) Consulting Teacher	Per diem rate to be recorded and submitted to the PAR Panel monthly.

The balance of the budget would be designated for the following expenditures to insure the success of the PAR Program:

- Staff Development
- Mileage
- Materials and Supplies
- Conferences
- Substitutes / release time

**F. Miscellaneous Provisions**

1. Confidentiality of the Process. Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by Joint Panel members, Consulting Teachers, and the Principal of a Participating Teacher.
2. Records. Documents and writings related to an employee's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a Consulting Teacher's final report regarding an employee's participation in the PAR program pursuant to Education Code section 44500(b) 7, the Joint Panel's report to the Board of Trustees regarding the PAR program participants pursuant to Education Code section 44502(a), and any management follow up evaluation and assessment of performance by the employee's Principal or, all other documents relating to participation in the PAR program shall be maintained in a separate file.
3. Liability. As provided by Education Code section 44530(d), any certificated bargaining unit member who is a Joint Panel member or a Consulting Teacher or who was directly involved in the negotiation and acceptance of the PAR program on behalf of the Exclusive Representative shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to division 3.6 (commencing with section 810) of Title I of the Government Code. Pursuant to the terms of the District's liability insurance policy, the employee shall be indemnified and held harmless against any claim, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR program.
4. Bargaining Unit Status. A certificated bargaining unit employee who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.
5. Continuing Discussion. The District and the Association agree to continue discussions on the subject of providing PAR services to permanent teachers who volunteer.

6. Termination of This MOU. If State funding for the PAR program is eliminated, this MOU shall expire and have no force or effect without the need for further action by either the DUSD or DUESTA. The District shall notify the Association in writing that the PAR program funding has been eliminated.
7. In the event a Consulting Teacher receives an unsatisfactory evaluation, the PAR Panel shall determine continuing fitness to serve, on a case-by-case basis.
8. In the event a teacher member of the PAR Panel receives an unsatisfactory evaluation, the DUESTA Executive Board, with input from the PAR Panel shall determine continuing fitness to serve, on a case-by-case basis.

9. Definitions:

Consulting Teacher (CT)

A teacher who provides assistance to a Participating Teacher (PT) pursuant to the PAR Program requirements. (See attached duty description).

Participating Teacher (PT)

A Participating Teacher is a classroom teacher who has been referred to the PAR program as a result of an unsatisfactory rating of the employee's performance in the area of teaching methods or instruction.

Volunteer Teacher (VT)

- 1) A VT is a teacher with permanent status who volunteers to participate in the PAR Program for the purpose of peer assistance only. The Consulting Teacher for the VT shall not complete a final report of the VT unless requested to do so by the VT.
- 2) The VT may terminate his/her participation in the PAR Program at any time.

Attachment

# **DUTY DESCRIPTION**

## ***PAR Consulting Teacher Pool: 2000 - 2005***

### **Positions**

PAR Consulting Teacher Positions may be available for the 2004 - 2005 school year, at the following levels: K-3, 4-5, 6-8 Language Arts, 6-8 Math, & Special Education.

### **Qualifications**

Applicants must have two letters of reference and have five (5) years immediate past successful teaching experience, and be fully credentialed by the State of California or be nationally board certified.

### **Duties**

1. Develop & provide staff development and professional growth activities, including but not limited to: group training, individual training, providing written resources, & referrals to others with expertise in areas relevant to the needs of the teacher.
2. Assist PAR Program volunteers with successful completion of the program using methods including but not limited to: Problem identification (pinpointing & specification of teaching behavior to be improved), classroom observation, direct modeling of appropriate teaching techniques, coaching teacher in the rehearsal of appropriate teaching methods, and providing corrective feedback.
3. Assist teachers referred to the PAR program in successful completion of the program using methods including but not limited to: Problem identification (pinpointing & specification of teaching behavior to be improved), classroom observation, direct modeling of appropriate teaching techniques, coaching teacher in the rehearsal of appropriate teaching methods, and providing corrective feedback.
4. Assist referred & volunteer teachers with setting goals for what is to be learned at conferences and workshops, and hold teachers accountable for achieving those goals via a brief written report of what was learned at the workshop/conference, to be submitted to the Consulting Teacher following the workshop or conference.
5. Keep paperwork as assigned, such as logs and goal sheets, etc. that are required.
6. Other duties as assigned by the PAR Panel in support of the teachers in the program.

### **Accountability**

Consulting Teachers are accountable to the PAR panel, and may be required to attend PAR Panel meetings once per month after normal working hours.

### **Stipend**

1. Per diem (based upon the CBA definition of Per diem) rate to be recorded and submitted to the PAR Panel monthly.
2. All in the pool will receive a supply augmentation at the end of the year.

### **Application Process**

87

1. Complete the required application form and forward to the Human Resources office by the deadline set by the PAR Panel on the application form.
2. Have two letters of reference sent to the Human Resources office by the deadline set by the PAR Panel.
3. Be observed (unannounced) by one or more members of the PAR Panel.
4. Applications to be disseminated to all certificated staff no later than the last full working day of the first instructional week of the school year.

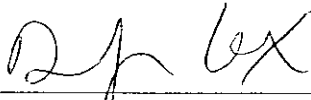
**TENTATIVE AGREEMENT  
BY AND BETWEEN  
DELANO UNION SCHOOL DISTRICT  
AND  
DELANO UNION ELEMENTARY SCHOOL TEACHERS ASSOCIATION**


**MEMORANDUM OF UNDERSTANDING  
PEER ASSISTANCE AND REVIEW (PAR)**

The parties agree the attached, and revised Memorandum of Understanding (MOU), for implementing PAR, will take effect on July 1, 2003 and expire on June 30, 2005.

The parties may continue the attached addendum to the collective bargaining agreement, which also expires on June 30, 2005, by mutual consent. In the alternative, this MOU may be bargained as a replacement for the Mentor Article, in a successor agreement.

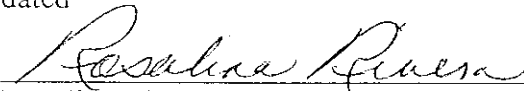
DUSD representatives will recommend the MOU to the DUSD Board of Trustees and DUESTA representatives will recommend this MOU to the bargaining unit. The MOU will become an addendum to the collective bargaining agreement when approved by both parties.

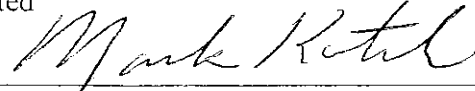
  
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Diane J. Cox  
Asst. Supt.-Human Resources  
DUSD PAR Panel Member

  
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John Roskell  
Bargaining Chair  
DUESTA

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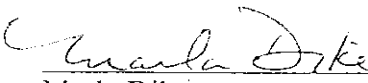
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Rosalina Rivera  
Asst. Supt.-Curriculum & Instruction  
PAR Panel Member

  
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Mark Kotch  
President, DUESTA  
PAR Panel Member

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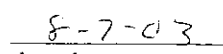
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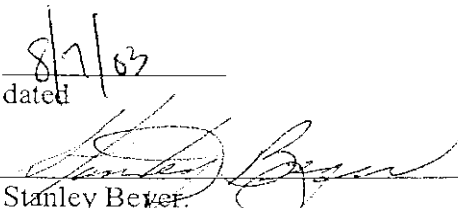
  
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Marla Dike  
1<sup>st</sup> Vice President, DUESTA  
PAR Panel Member

  
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Diane Jacobs  
DUESTA Bargaining Team

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Ronald A. Garcia  
DUSD Superintendent

  
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Stanley Beyer  
DUESTA Bargaining Team

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