

***COLLECTIVE
BARGAINING
AGREEMENT***

between the

**Delano Union School
District**

and the

**Delano Union Elementary
School Teachers
Association/CTA/NEA
2011-2014**

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1 **ARTICLE I**

2 **AGREEMENT**

3

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

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

12

1 **ARTICLE II**

2 **RECOGNITION**

3
4 A. The District confirms its recognition of the Delano Union Elementary School
5 Teachers Association/CTA/NEA as the Exclusive Representative for a bargaining
6 unit comprised of all certificated employees (“teachers,” “employees,” or “unit
7 members”).

8 Excluded from the unit shall be certificated day-to day substitutes, long term
9 substitutes hired for an assignment of less than three months, and all positions
10 designated as management, confidential, or supervisory by the District pursuant to the
11 EERA.

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

1 **ARTICLE III**

2 **SALARY**

3
4 A. The 2011 – 2012 Salary Schedule is attached to this agreement as Appendix A.

5 B. Stipends

6 1. An employee shall receive \$1000 for a Master’s degree and \$1000 for a
7 Doctorate degree in addition to his or her placement on the salary schedule.

8 2. An employee shall receive longevity pay beginning with the 20th year of
9 service as follows:

10	20 – 24 years	\$1500
11	25 – 29 years	\$3000
12	30 – 34 years	\$4750
13	35 or more years	\$6750

14 3. Certification (for employees who hold a credential and/or certificate in the
15 content area and are teaching for the year in that assignment.)

16	Speech Pathologist	\$3000
17	Special Education Mild/Moderate	\$1000
18	Special Education Moderate/Severe	\$1000
19	BCLAD	\$1000
20	CLAD/ELD/LDS	\$500
21	SDAIE	\$500
22	Band	\$1000
23	Chorus	\$1000

- 1 a. Level One, \$1000: Assignments/Activities: Site Resource, Sports,
2 Yearbook Advisor, Grade Level Chair. Middle School: Academic
3 Intervention, Cheerleading, Department Chair, Site Athletic Coordinator.
- 4 b. Level Two, \$600: Middle School Intramural Sports. District coordinator
5 for History Day, Math Field Day, Oral Language Festival, Science Fair,
6 Spelling Bee.
- 7 c. Level Three, \$300: Site Coordinator for Color Guard, History Day, Math
8 Field Day, Oral Language Festival, Science Fair, Spelling Bee.
- 9 d. Level Four – miscellaneous: Combination Class, \$750 (prorated per
10 month); SciCon, \$400, (6th grade, week participation)

11 C. Except as specified otherwise, existing rules shall continue to apply to salary
12 administration. Salary credit is provided by the District to encourage professional
13 development and enhance the quality and flexibility of the teaching staff.

14 1. Salary credit will be allowed for graduate level work without prior approval.

15 However, appropriate information regarding the course, location and dates
16 when taken must be provided.

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

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

- 1 4. Verification of any salary credit must be in the form of formal grade reports
2 and/or transcripts.
- 3 5. All course credits filed prior to February 1 for salary adjustment purposes shall
4 be placed retroactive to July 1 of the current school year. Course credits
5 received after February 1 will be applied to the following school year.
- 6 6. The District may request teachers to be on duty prior to, during, or after the
7 Board-approved District teacher work year calendar. Summer school /
8 intersession teachers, and home instruction teachers, will be paid at their per
9 diem rate up to \$45 per hour. Any other assignments of bargaining unit
10 members shall be at the Project rate of \$30 per hour.
- 11 7. Grants: Teachers shall be paid no less than \$30 per hour and up to per diem as
12 may be allowed in the grant proposal.
- 13 8. Teachers shall be paid for a minimum of one-half hour for work performed to
14 which the hourly rate applies and shall, thereafter, be paid computed to the
15 nearest one-quarter hour.

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

- 18 1. The mileage rate shall be the annual Board approved IRS rate, effective upon
19 Board approval. The employee shall receive mileage expenses only when job
20 duties require travel from place to place during the course of daily work.
- 21 2. On the job travel, to be compensable, must be specifically authorized by the
22 Superintendent or designee.
- 23 3. To receive mileage reimbursement, District personnel must have on file in the

1 Business Office of the District a statement by the employee's automobile
2 liability insurance (minimum limits to be bodily injury \$15,000/\$30,000 and
3 property damage, \$5000).

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

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

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

16 G. Per diem is calculated: base salary divided by contract number of days worked =
17 daily rate. Hourly rate is calculated: daily rate divided by daily contract work
18 hours = hourly rate.

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1 **ARTICLE IV**

2 **HEALTH AND WELFARE BENEFITS**

3
4 A. The District shall provide to all Delano Union School District teachers and their
5 dependents the following benefits:

- 6 1, A choice of Kaiser (\$0 deductible, \$0 co-pay, and \$5.00 per
7 prescription), or Blue Shield Custom ASO PPO 80/70 with a \$10 co-pay
8 2. Blue Shield Prescription Plan 3 – 15
9 3. Delta Dental DPO1500, A100/100 or Delta Dental Premier 1500
10 4. Vision Service Plan (VSP) Plan C with a \$15/\$25 deductible with
11 second pair of glasses
12 5. U.S. Behavioral Health Plan, California (Employee Assistance
13 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
17 teachers planning to retire.

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

20 D. The District shall pay for or provide at its discretion all medical examinations and
21 tests 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,
23 the 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
2 teacher will pay the teacher's contributions for Medicare.
- 3 G. Contingent upon sufficient participation in selecting Kaiser in lieu of Blue Shield,
4 the savings realized during the open enrollment period of September 2012 will be
5 applied to improving dental benefits mutually agreed upon. If savings are applied,
6 effective October 2012, Article IV, Section G shall be eliminated from the
7 Collective Bargaining Agreement.

8

1 **ARTICLE V**

2 **RETIREMENT**

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

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

7 a. At least ten (10) years of continuous service with the District ending at
8 retirement. Starting with July 1, 1994, teachers hired by the District must
9 have at least 13 years of continuous service ending at retirement. Starting
10 with July 1, 1995, the requirement will be 14 years of continuous service
11 ending at retirement. Starting with July 1, 1996, the requirement will be
12 15 years of continuous service ending at retirement. Starting with July 1,
13 2007, teachers hired by the District must have at least 25 years of
14 continuous District service ending at retirement. The time a teacher has
15 spent on any paid leave status or on health leave without pay shall count
16 toward the qualifying period of service.

17 b. Retirement under the State Teachers Retirement System

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

22 B. Any teacher retiring will be provided the opportunity to negotiate with the District
23 regarding in lieu insurance coverage pursuant to contract provisions.

1 C. In addition to the provisions contained in A and B above, effective with the
2 ratification of this Agreement, for teachers providing 30 years of continuous service
3 in DUSD ending at retirement shall be covered with benefits provided herein until age
4 67 or until Medicare benefits are obtained, whichever occurs first.
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ARTICLE VI
TEACHING HOURS

- A. The length of the teacher workday, including preparation time, lunchtime, relief periods, and time required before and after school, shall be seven and one-half hours, from 8:00 A.M to 3:30 P.M. School Psychologists and Nurses shall work from 8:00 A.M. to 4:00 P.M. With the agreement of the site administrator, teachers who voluntarily begin their workday prior to the 8:00 A.M. start time shall be allowed to leave early to compensate for the time worked prior to 8:00 A.M.
 - 1. In emergencies, when all else fails to meet the needs of accelerated enrollment, the temporary establishment of split classes/double sessions may arise, at which time the District will enter into negotiations with the Exclusive Representative to arrive upon a satisfactorily agreed procedure and program.
 - 2. The 313 (T) / 318 (YRE) minutes of the teacher workday will be student contact time, inclusive of passing time.
 - a. Annually, the school site administrator and staff will determine if bank days will be scheduled, as needed to extend their student contact time on given days as long as the total student contact time per week does not exceed 313 (T) / 318 (YRE) minutes per day average. Staff meetings will not exceed an hour, except once a month when the meeting may exceed an hour. In the event that a staff meeting exceeds one hour,, the next meeting will be proportionately reduced the following bank-day.

1 b. The year-round student contact time will be as follows:

- 2
- 3 1. For kindergarten - 209 minutes plus time as may be required under
- 4 Education Code Section 46118.
- 5 2. For grades 1-8 – 167 days will be 318 minutes. Eight days will be for 245
- 6 minutes for track changes.
- 7 3. A teacher shall have a minimum thirty-consecutive-minute duty-free lunch
- 8 period.
- 9 4. Faculty (teachers') meeting will be called no more than once a week and
- 10 shall not last beyond 3:30 P.M. unless there is an emergency. Grade level
- 11 meetings, team meetings, or any meetings called by the school site
- 12 administration will count as a faculty meeting, except for the following
- 13 meetings held during the instructional day: CART meetings, IEP meetings
- 14 and Structured Teacher Planning Time. Teachers will make every effort to
- 15 meet the needs of site administrators' requests when there is a necessity to
- 16 have additional meeting time for dealing with situations as they arise.
- 17 The District agrees not to abuse this right.
- 18 5. In addition to the weekly faculty meetings, district administration may call
- 19 up to two (2) additional mandatory grade level meetings per month to
- 20 address Common Core Standards for grades K-1 (only) during the 2012-
- 21 2013 school year and grades 2-8 (only) for the 2013-2014 school year.

- 1 6. Teachers will be given five (5) days advance notice of any faculty meeting,
2 except in case of emergency. A written agenda will be provided to
3 teachers at least two (2) days in advance of any faculty meeting.
- 4 7. All mandatory meetings will be called, and notices and agendas shall be
5 provided, by site administration or designee(s). Additionally, Grade Level
6 Chairpersons (K-8) and Department Chairs (6-8) may call meetings, by
7 providing notices and agendas at least one (1) day in advance, where
8 attendance of affected teachers shall be on a voluntary basis.
- 9 8. If teachers are sent to a different location during the faculty meeting to
10 complete work assigned to them at the meeting, doing so shall not
11 constitute a separate meeting.
- 12 9. Any bargaining unit member may be allowed to leave campus for personal
13 reasons as soon as his/her students are dismissed, with the site
14 administrator's approval and at the discretion of the site administrator.
15 There shall be no deduction for this request.
- 16 10. All teachers may leave campus on Fridays, days before holidays (including
17 minimum days), and vacations following the dismissal of students when
18 students under supervision have cleared the campus. Kindergarten
19 teachers, nurses, and psychologists shall be excused at the same time as all
20 other bargaining unit members at their respective sites. No meeting shall
21 be scheduled except in an emergency on these days.
- 22 11. Minimum days shall be scheduled before Thanksgiving, winter and spring
23 breaks, and other days scheduled by the District.

1 B. District Fog Delay Procedure

2 1. Fog Delay for teachers and students will be determined before 6:00 A.M. and will
3 be announced according to the established Kern County Superintendent of
4 Schools Fog Delay Procedure.

5 a. Teachers will report as soon as it is safe to do so. Students will report at 10:00
6 A.M.

7 b. Teachers who are on campus at or close to the normal 8:00 A.M. teacher
8 arrival time and who supervise students will be able to leave at student release
9 time on the day of the fog delay, or site arranged day. Teachers may
10 share/group students, but will be responsible for student supervision on fog
11 delay days prior to the 10:00 A.M. student start time.

12 2. The teacher shall notify the Superintendent's office and/or school site if it is not
13 possible to report on time due to fog conditions.

14 a. The teacher shall arrive at the work site as soon as possible after the
15 commencement of the workday.

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

18 C. Hot days/minimum days

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

21 a. School days will be monitored temperature-wise by the 10:30 A.M. National
22 Weather Service report. The District office will inform each school site that

1 will in turn send home notes with students regarding minimum days for the
2 next school day.

3 b. When the National Weather Service has recorded and announced a reading of
4 95 (ninety-five degrees) during any week Saturday through Friday, the
5 following first day of the school week will be a minimum day.

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

7 D. Yard Duty

8 1. During the term of this contract, the District will not assign any nonclassroom
9 supervision to teachers during the lunch hour. Nonclassroom supervision will be
10 hired from outside the schools, if possible, and from teachers on a volunteer basis.

11 The rate of pay will be at the noon duty aide rate.

12 2. Assignments for nonclassroom supervision for the remainder of the day will be
13 made on an equal rotating basis for all teachers.

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

19 E. The calendar for the **2011 - 2012 and 2012-2013** school year as adopted by the
20 District shall be attached to this contract. (Appendix B)

21
22 1. Teacher work year shall be 183 days; School Psychologists and School Nurses
23 shall have a 195 day work year .

1 2. Traditional state and national holidays shall be honored by the District and
2 provided as holidays for employees.

1 C. It is the teacher's responsibility to inform the District in a timely manner that a
2 substitute will be needed.

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

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ARTICLE VIII
CLASS SIZE

20 A. The District shall make every reasonable effort to maintain class sizes at the following
21 District-wide maximums by grade levels:

<u>Grade Level</u>	<u>Maximum Class Size</u>
K	27
1	27
2	30
3	30
4	32

1	5	32
2	6	32
3	7	32
4	8	32

5 *Limit of 20/1 under class size reduction program.

6 1. If a teacher voluntarily accepts students above the 20 stipulated in the class
7 size reduction program (K-3), the maximum class size shall be 24;

8 2. If a teacher does not voluntarily accept students above the 20 stipulated in the
9 class size reduction program (K-3), the maximum class size shall be 22.

10 3. For the seventh and eighth grades, the maximum contact ratio will be 192
11 students per classroom teacher.

12 4. Combination classes will not exceed 30 students or maximums as listed
13 above. Annual stipend of \$750 will be prorated monthly.

14 5. Mainstreaming is included in determining a maximum for class size.

15 6. There will be equality in sizes for traditional and year round school classes.

16 7. The District and DUESTA will meet and confer regarding the implementation
17 of class size reduction.

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

1 1. Teachers who voluntarily accept students over the contract size limit will be
2 compensated for each day/period students are enrolled. Compensation will begin
3 after the 10th day of the academic school year for each track. Compensation will
4 be \$7.00 per day per child for K-5 and \$7.00 for Middle School per period per
5 student for days each student is on the teacher's register.

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

13

ARTICLE IX

EMPLOYEE EVALUATION PROCEDURE

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

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

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

1. Each permanent teacher shall be evaluated at least once every other year no later than February 15.

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

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

2. Each probationary teacher shall be evaluated by the appropriate supervisor, in writing, at least once each school year no later than December 1.

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

3 4. Nothing in this Article shall restrict the right of the District to evaluate teachers as
4 often as the District determines to be in its best interest.

5 D. At the beginning of the school year, each teacher will select and develop tentative
6 goals and objectives individually and/or by grade level. These goals and objectives
7 can be centered around general guidelines generated by the District.

8 1. There shall be a pre-evaluation conference between the teacher and the teacher
9 evaluator to discuss the goals and objectives and elements on which the evaluation
10 is to be based.

11 a. The evaluations shall take into account job description, class size, the learners,
12 the learning environment, materials, supplies, and training.

13 b. Neither peer evaluations, standardized test scores, self-assessments, mentor
14 teacher assistance, individual education programs, nor substitute opinions and
15 comments will be used as criteria or made a part of the formal evaluation
16 process.

17 2. In the event that there is a dispute between the teacher and the evaluator, the
18 dispute shall be resolved by an agreement between the Superintendent or designee
19 and the teacher or Exclusive Representative within ten workdays.

20 E. If, during the course of the evaluation period, mitigating circumstances arise which
21 invalidate the goals and objectives, the teacher and the evaluator shall meet to review
22 and/or modify the goals and objectives.

1 F. The initial written evaluation in each school year shall be based upon at least one
2 mutually agreed upon pre-scheduled firsthand observation.

3 1. Such observation shall last a minimum of one class period or 30 minutes,
4 whichever is greater.

5 2. Further, each observation shall be followed by a post-observation conference
6 within 10 workdays.

7 G. In the evaluation, the evaluator shall cite qualities, abilities, and deficiencies, if any,
8 recommend specific areas of improvement in instructional performance, and provide
9 assistance in the implementation of the recommendations.

10 1. The evaluator will provide, if the teacher requests, release time for visitation and
11 observations of similar classes or pertinent work situations, and further continued
12 periodic observations, conferences, and evaluations.

13 a. The District shall provide more subsequent evaluations requested by the
14 teacher for the purposes of improving instructional performance. Such
15 subsequent evaluations shall occur not more than once per calendar month.

16 b. At least one observation for the purpose of completing such evaluations shall
17 be arranged by the evaluator and teacher in advance of the observation.

18 c. Teachers may request a follow-up evaluation by another principal.

19 d. No hearsay or unsubstantiated information will be used in teacher evaluations
20 or placed in a teacher's personnel file.

1 2. Any complaint relative to a teacher's instructional performance from a person
2 other than the evaluator shall be in writing and shall be signed by the person
3 complaining.

4 a. The teacher shall be notified of the complaint, notified of the pending
5 placement in the personnel file, furnished a copy of the complaint, and
6 allowed to file a response.

7 b. Complaints or charges that are withdrawn shall be removed from the
8 personnel file and given to the teacher.

9 c. Upon written request to the Superintendent, complaints or charges that have
10 been proven to be false and unsubstantiated shall be removed from the
11 personnel file and given to the teacher.

12 H. Prior to placing an evaluation in the teacher's file, the teacher and the evaluator shall
13 review the written evaluation.

14 1. Following the review, the teacher shall sign the evaluation to indicate that it has
15 been 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
17 in the 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
20 evaluation shall be referred to and shall participate in the Peer Assistance and
21 Review Program ("PAR") pursuant to the terms of the PAR Memorandum of
22
23

1 Understanding which is attached to this Agreement as Appendix C.

2 I. Materials in personnel files of teachers which may serve as a basis for affecting the
3 status of their employment shall be made available for inspection by the teacher or by
4 a representative designated in writing by the teacher. Such material is not to include
5 ratings, reports, or records which were obtained prior to the employment of the
6 teacher or as otherwise excluded by law.

7 1. Any materials, except as specifically excluded herein, relative to a teacher's
8 employment relationship shall be contained in the teacher's personnel file at the
9 District office.

10 a. Contents of the personnel file shall be kept in the strictest confidence in
11 keeping with appropriate provisions of the California Education and
12 Government Codes.

13 b. All materials placed in a teacher's personnel file must have a basis in fact.

14 c. The District shall provide a form, to be included in the file, indicating by
15 whom and on what date the file was inspected.

16 2. Every teacher shall have the right to inspect such materials upon written request,
17 provided that the request and inspection are made at a time when such teacher is
18 not actually required to render services to the District.

19 3. Information of a derogatory nature, except as expressly excluded by paragraph H
20 of this Article or the written evaluation itself shall not be entered or filed unless
21 and until the teacher is given notice of such information and an opportunity to
22 review and comment thereon.

- 1 a. A teacher shall have the right to have attached to any such derogatory
2 statement the teacher's comments thereon.
- 3 b. Such review shall take place during normal business hours, and the teacher
4 shall be released from duty for this purpose without salary reduction.
- 5 4. The District shall not take any adverse action against a teacher based upon
6 materials which are contained in such teacher's personnel file unless the materials
7 were placed in the file within a reasonable time, but not more than ten days after
8 the immediate supervisor has determined that the incident is serious enough to
9 warrant inclusion in the personnel file.
- 10 J. While alleged violations of the procedural steps of this Article are grievable, a
11 grievance may not be filed concerning the contents of a teacher's evaluation.

12

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

11 1. Teachers shall earn one day of personal necessity leave for full-time service in
12 summer school/intersession based upon a 4-hour day for a 4-week session.

13 Teachers may utilize accumulated personal necessity leave during their
14 employment in summer school.

15 2. Teachers who are employed for less than full-time except those employed on a
16 daily basis, shall receive personal necessity leave in the ratio that their
17 employment bears to a full work year. Daily teachers shall receive no benefits.

18 3. Personal necessity leave may be taken on a daily basis.

19 a. Teachers must contact the District as soon as the need to be absent is known.

20 b. If the teacher informs the District that the absence will be greater than one day,
21 the teacher must notify the District of an intention to return by 4:30 P.M. on
22 the day prior to the day of return.

1 c. Failure to comply with this provision shall result in the loss or the difference
2 between the teacher's daily rate of pay and the substitute's pay.

3 4. A teacher who has been on personal necessity leave for 10 or more consecutive
4 days, or who has had any surgical procedure, shall be required to furnish a
5 physician's verification of ability to return to work and render service to the
6 District. Such verification may include but not limited to a physician's statement.

7 5. Unused personal necessity leave shall accrue from school year to school year
8 without limit.

9 6. A teacher shall be entitled to utilize accumulated personal necessity leave as of the
10 first duty day of the teacher work year.

11 7. When a teacher has exhausted all accrued personal necessity leave, the teacher
12 shall have deducted from his/her monthly salary the sum actually paid a substitute
13 teacher to fill the position, or if no substitute is hired, the amount which would
14 have been paid to the substitute had one been employed, for a period not to
15 exceed 100 school days. For any absence in excess of that 100 school days, the
16 teacher shall be granted a leave of absence without pay for the remainder of
17 the school year.

18 8. The teacher shall indicate an absence from work on a card indicating personal
19 necessity, bereavement, jury duty, school business, or association business.

20 **Bereavement Leave**

21

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

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

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

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

9 **Industrial Accident and Illness Leave**

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

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

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

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

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

1 or time is lost from work. In the event the teacher's injury or illness prevents the
2 filing of the report with 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
4 District 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
8 childbirth or conditions related thereto.

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

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

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

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

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

21 b. The time allowed for the child rearing shall be based upon the needs of the
22 District. Consideration may be given to such aspects as the time of the school

1 year, the availability of qualified substitute personnel and the specialized
2 requirements of the individual students and the programs in general.

3 **Jury Leave**

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

6 **In-Service Leave**

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

12 **Sabbatical Leave**

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

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

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

22

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

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

6 2. The teacher shall agree to remain in the service of the District at least two years
7 after the 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
10 whatever period of time the District considers appropriate. Application for such leave
11 shall be made not less than 60 days prior to the intended commencement of the leave
12 unless the situation is of such a nature as to make it impossible to provide such notice.
13 The teacher shall not be entitled to any length of service increment or seniority
14 advance accrued during such period of leave.

15 **General Provisions**

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

21 M. For the purpose of this Article, "immediate family" shall be defined as mother, father,
22 grandmother, grandfather, or grandchild of the teacher or the spouse of the teacher

1 and spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister,
2 sister-in-law of the teacher or any relative of the teacher living in the immediate
3 household of the teacher.

4 N. Teachers on paid leaves of absence shall have all the fringe benefits paid for them
5 throughout the duration of the leave of absence. Teachers on unpaid leaves of
6 absence may, as long as the practice is allowed by the insurance company, continue
7 their fringe benefit program by paying to the District the amount of money equal to
8 the premiums for the various fringe benefits.

9 O. Upon return from sabbatical leave, the teacher will be reinstated to the position held
10 at the time leave was granted or to as nearly identical a position as possible.

11 P. Upon return from industrial accident or illness leave or pregnancy leave, the teacher
12 will be reinstated to the position held at the time leave was granted.

13

ARTICLE XI

VACANCIES/TRANSFERS/REASSIGNMENTS

A. Definitions.

1. A vacancy is any vacated, promotional, or newly created position available for regular school, summer school, year-round school, or any position that is to go beyond the regular workday or week, including intersession school and special programs that require a credentialed teacher.
2. Voluntary transfer: A request by a teacher to be moved from one school to another school.
3. Involuntary transfer: An assignment by the District of a teacher from one school to another school.
4. Voluntary reassignment: A movement of a teacher from one subject area to another subject area or from one grade level to another grade level and/or track to track at the same school as requested by teacher.
5. Involuntary reassignment: A movement of a teacher from one subject area to another subject area or from one grade level to another grade level and/or track to track at the same school as assigned by the site administrator or the District.
6. Mid-year transfer/reassignment: A change of teaching assignment made after the first workday of the school year.
7. Emergency: Regarding this Article an emergency shall be any unforeseen circumstance that necessitates the transfer/reassignment of a unit member. In the

1 event of such an emergency, the District shall meet with DUESTA to work out a
2 solution agreeable to both parties.

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

4 1. Upon such determination, the District shall post notice of vacancy for at least 10
5 workdays (a day shall mean when the District is open for business) at all schools
6 during the regular school year.

7 2. Copies of notices shall be sent to the President or designee of the Exclusive
8 Representative on the day the notices are posted.

9 3. The notice posted by the District shall specify the position, location, track, grade
10 level or subject matter assignment if known. The credential requirements and any
11 preferred qualifications will also be listed.

12 4. The District shall upon request by a unit member, notify that unit member on
13 leave/off track of any posted openings which may arise during period of leave.
14 The unit member's request must be in writing and must include a mailing address
15 for the track out time.

16 5. Teachers shall fill out an application or reactivate a current application for each
17 vacant position desired.

18 C. Any teacher may apply to fill a posted vacant position. The request shall be on a form
19 designed and supplied by the District and shall be dated, signed, and filed with the
20 District office.

21

1 1. All applications fulfilling posted qualification requirements will be judged on
2 their merits, and any decision thereon shall be based on educational needs as
3 determined by the District, according to all of the following:

4 a. Credential(s) held by the applicant(s);

5 b. Qualifications as posted;

6 c. The performance of the applicant(s) in the District as measured by
7 administrative evaluation conducted prior to the application and supporting
8 materials placed in the personnel file(s) of the teacher(s) pursuant to the
9 appropriate provisions of this Agreement;

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

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

14 D. Unsuccessful applicants may, within five workdays of filling the vacancy, request a
15 statement of the reasons for denial of their applications. The reason for such denial
16 shall be provided within five workdays of the request. Such reasons shall be specific,
17 not just stated as “in the best interest of the District.”

18 E. Once the selection has been made, an orientation between the employee and the
19 receiving principal or designee shall be held within five workdays.

20 F. No teacher shall be pressured, directly or indirectly, to seek or accept a voluntary
21 transfer.

22 G. Reasons for involuntary transfer/reassignment are limited to the following:
23

- 1 1. No qualified applicant applied for the position.
- 2 2. Re-placement of personnel returning from leave or categorically funded programs.
- 3 3. Instructional program which requires a particular teacher's academic preparation
- 4 and/or appropriate credentials.
- 5 4. Elimination or reduction of any programs or curriculum.
- 6 5. Enrollment Changes:
 - 7 a. Enrollment shifts during the school year
 - 8 b. Changes in enrollment patterns of limited English students.
 - 9 c. Low enrollment at the beginning of the school year.
- 10 6. Performance renewal improvement:
 - 11 a. Transfer/reassignment for performance renewal/improvement shall be
 - 12 preceded by evaluations, conferences, and assistance in compliance with the
 - 13 appropriate provisions of the Article on evaluation procedures.
 - 14 b. A teacher may be transferred/reassigned no more than once every two years in
 - 15 order to provide a reasonable opportunity for improvement of performance.
- 16 7. The qualified teacher with the least amount of service to the District shall be
- 17 transferred/reassigned first.
- 18 8. Involuntary transfers/reassignments shall not be made for disciplinary reasons.
- 19 H. Teachers to be involuntarily transferred/reassigned prior to the first day of the school
- 20 year shall be given written notice, and the reason, no less than five days prior to the
- 21 beginning date of reassignment. In the event that the teacher needs to use prep days
- 22 prior to July 1, prep days shall be adjusted for the following school year so that the
- 23 total days worked shall not exceed 183 workdays.

- 1 I. Teachers to be involuntarily transferred/reassigned after the first student day of the
2 school year shall be notified no less than five days prior to the effective date of the
3 transfer/reassignment.
- 4 J. Teachers involuntarily transferred/reassigned shall not be reduced on the teacher's
5 salary schedule or suffer loss of seniority or health and welfare benefits.
- 6 K. Teachers to be involuntarily transferred/reassigned shall be given the right of first
7 refusal for vacancies which arise at the school site from which they are being
8 involuntarily transferred/reassigned and for any other vacancy for which they possess
9 the necessary qualifications.
- 10 1. In the event that more than one involuntarily transferred unit member has claimed
11 right of first refusal on an open position, the right of first refusal for the vacancy shall
12 be granted to the involuntarily transferred unit member who has the most District
13 seniority from the site with the vacancy.
- 14 2. If none of the involuntarily transferred unit members claiming right of first refusal
15 are from the site with the vacancy, then the right of first refusal for the vacancy shall
16 be granted to the involuntarily transferred unit member with the most District
17 seniority, without regard to the unit member's current site.
- 18 L. Exchange of teaching-track assignment.
- 19 1. Nothing in this Article shall preclude informal arrangements providing for
20 exchange of teachers between teaching assignments, provided that such
21 arrangements receive the approval of the superintendent/designee.

- 1 2. If two teachers at the same school determine that they wish to exchange track
2 assignments, they may make a proposal to that effect to the site administrator 10
3 days prior to the exchange.
- 4 a. A written exchange agreement will be agreed to between the two teachers and
5 signed by both.
- 6 b. If the site administrator determines that the school's educational program
7 needs can be accommodated by the exchange, the proposal shall be approved.
- 8 3. A teacher teaching in an on-track assignment will be permitted to exchange a
9 maximum of 20 instructional days with an off-track teacher, who is to teach the
10 on-track teacher's assignment.
- 11 M. Teachers voluntarily or involuntarily transferred/reassigned to a temporary position at
12 another school due to reconstruction, renovation, or repair at the present school will
13 have first choice as to grade (track and grade if applicable) based on district seniority,
14 when returning after the completion of the reconstruction, renovation, or repair when
15 the school is reopened.
- 16 N. Mid-year openings: Mid-year openings are positions created after July 1st and shall be
17 filled for the remainder of the contract year. Unit members must notify the District of
18 interest in mid-year openings. These members shall be considered for reassignment
19 for the following school year.
- 20 O. Teachers will be given their tentative assignment for the following school year prior
21 to final checkout.

22

ARTICLE XII

TEACHER SAFETY AND WORKING CONDITIONS

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

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

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

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

b. Each site administrator shall keep teachers informed as to the responsible person(s) at the site for the purposes of dealing with safety

1 problems which may arise and particularly for situations arising when
2 the site administrator is not available.

3 c. Teachers shall immediately notify the site administrator of any unsafe
4 or hazardous conditions at the site. In an emergency situation, teachers
5 may take reasonable preliminary action to protect students, other
6 teachers, and themselves. If a teacher believes that an unsafe or
7 hazardous condition exists at a site and so notifies the District and the
8 District rejects the notice contending that no safety hazard exists, then
9 the teacher may grieve under Article XV.

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

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

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

- 1 C. A teacher shall submit a field trip request form and follow District procedure when
2 planning any field trip activities per board policy.
- 3 D. A written description of the rights and duties of teachers with respect to student
4 discipline shall be presented to each teacher prior to the first day of each school year
5 pursuant to Education Code Section 44014.
- 6 1. A teacher may suspend a student from the class for the day of the suspension and
7 the day following for the habitual use of vulgar/profane language, threatening or
8 causing physical injury, disruption of school activities, or willfully defying the
9 valid authority of teachers (Education Code Section 48900).
- 10 2. A teacher may suspend any student from class or class period for any act listed in
11 Education Code Section 48900 for the day of suspension and the day following,
12 and the student cannot return to the class during this time without approval of the
13 teacher (Education Code Section 48910).
- 14 3. A teacher may also recommend a pupil for suspension from school but final
15 decision lies in the hands of the school administrator after following detailed
16 procedures (Education Code Section 48911).
- 17 4. No teacher shall be disciplined or reprimanded for the exercise of physical control
18 over a pupil (Education Code Section 44014).
- 19 5. A teacher may request the District to take legal action against a pupil (or the
20 pupil's parents) when the teacher is injured or his/her property is damaged by the
21 pupil while the teacher is at work (Education Code Section 48905).

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- 1 E. In the event a law enforcement agency is contacted by the District due to an allegation
2 regarding misconduct of a teacher toward a child, the District will:
- 3 1. Immediately inform the teacher that a law enforcement agency has been contacted
4 by the District, what the allegation is, and to seek legal counsel;
 - 5 2. Disclose all pertinent information not prohibited by a law enforcement agency to
6 the teacher; and
 - 7 3. Give any and all false and untrue material to the teacher and not put it in his/her
8 personnel file.
- 9 F. No hazardous weed or pest control agents shall be applied during school hours,
10 Operation of equipment and activities will be conducted by the District or District-
11 contracted personnel with extreme caution for the safety of students and staff.
- 12 G. The District will provide a general and thorough room cleaning, including
13 blackboards, windows, and sinks, every week.
- 14 H. During the pre-school in-service, the District shall provide an in-service on the
15 District's emergency plan.
- 16 1. Teachers assigned to emergency plan needing specialized training will be
17 provided such training at District cost.
- 18 I. District will provide a plan for all classrooms to have a two-way direct
19 communications system.
- 20 J. Teachers shall have the right to use designated school site equipment including, but
21 not limited to, typewriters, computers and printers, calculators, all types of duplicating
22 equipment, and copiers, subject to the teacher's ability to operate such equipment.
- 23

1 K. At the beginning of the new school year each teacher, at each school site, will receive
2 information concerning their yearly classroom supply budget. Each trimester updates
3 of expenditures will be provided.

4 L. Personal items brought to the school by unit members, unless required by the District
5 in the performance of their teaching duties, are not covered by the District insurance
6 nor shall the District be liable for their loss or damage.

7 M. The District desires to provide a safe working environment for employees and a
8 secure parking area for employee vehicles. Within budgetary constraints, the District
9 will attempt to secure all parking lots with fences.

10

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
6 the District an assignment authorizing deduction of unified membership dues,
7 initiation fees, and general assessments in DUESTA. Pursuant to such authorization,
8 the District shall deduct one-tenth of such dues from the regular salary check of
9 the teacher each month for 10 months. Deductions for teachers who sign such
10 authorization after the commencement of the school year shall be appropriately
11 prorated to complete payments by the end of the school year. Any teacher who is
12 a member of the DUESTA shall maintain such membership for the duration of
13 the Agreement.

14 B. Any teacher who is not a member of the Delano Union Elementary School Teachers
15 Association/CTA/NEA or who does not make application for membership with 30
16 days following ratification between the parties within 30 days from the date of
17 commencement of assigned duties, shall become a member of DUESTA or shall pay
18 to DUESTA a fee in an amount equal to unified membership dues, initiation fees, and
19 general assessments in one lump sum cash payment in the same manner as required
20 for the payment of membership dues. In the event that a teacher shall not pay such fee
21 directly to DUESTA, the District shall immediately begin automatic payroll deduction
22 as provided in Education Code Section 45061 and in the manner as set forth in

1 paragraph A of this Article. There shall be no charge to DUESTA for such mandatory
2 agency fee deduction.

3 1. Any teacher who is a member of a religious body whose traditional tenants or
4 teachings include objections to joining or financially supporting employee
5 organizations shall not be required to join or financially support employee
6 organizations and shall not be required to join or financially support Delano
7 Union Elementary School Teachers Association/CTA/NEA; except that such
8 teachers shall pay, in lieu of a service fee, sums equal to such service fee to one of
9 the following non-religious, non-labor organization, charitable funds, which are
10 exempt from taxation under Section 501(3) of the Title 26 of the Internal Revenue
11 Code:

- 12 a. American Heart Association;
- 13 b. American Cancer Society;
- 14 c. Delano Joint Union High School District Scholarship Fund;
- 15 d. Any other non-profit organization specified under Section 501 (3) of Title 26
16 of the Internal Revenue Code.

17 2. Proof of payment and a written statement of objection along with verifiable
18 evidence of membership in a religious body whose traditional tenets or teachings
19 or teachings to object to joining or financially supporting employee organizations,
20 pursuant to paragraph B.1 above, shall be made on an annual basis to the District
21 as a condition of continued exemption from the provisions of paragraphs A and B
22 of this article. Payment shall be in the form of receipts and/or canceled checks

1 indicating the amount paid, date of payments, and to whom payment has been
2 made in lieu of the service fee. Such proof shall be presented on or before the
3 same date dues/fees are payable to DUESTA each school year. DUESTA shall
4 have the right to inspect and review said proof of payment.

5 C. With respect to all sums deducted by the District pursuant to paragraphs A and B
6 above, whether for membership dues or agency fee, the District agrees to remit such
7 monies promptly to DUESTA, together with an alphabetical list of teachers for whom
8 such deductions have been made, categorizing them as to members or nonmembers of
9 DUESTA and indicating any changes in personnel from the list previously furnished.

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

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

18 F. DUESTA shall indemnify and hold harmless the District, its officers, agents, and
19 employees from any award or compromises of damages or liability arising out of any
20 court action and/or administrative action before the Public Employment Relations
21 Board challenging the legality or constitutionality of the agency fee provisions of this
22 Agreement (or their implementation), provided that DUESTA shall have the

1 exclusive right to decide and to determine whether any such action or proceeding
2 referred to shall be compromised, resisted, defended, tried, or appealed.

3

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
5 bulletin boards, mail service, teachers' mailboxes, and DUESTA members' e-mail for
6 association business.

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

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

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

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

- 1 2. Designated school site equipment may be used whenever teachers have access to
2 such equipment.
- 3 3. The Exclusive Representative shall furnish or pay for the use of supplies.
- 4 C. The Exclusive Representative shall have the right to use the District's facilities for
5 meetings, subject to the following conditions:
- 6 1. For meetings involving teachers at only one school site, a previously designated
7 representative or alternate at that site shall request a meeting room from the
8 principal.
- 9 a. Approval of the principal shall be given if use of the meeting room has not
10 already been granted.
- 11 b. Approval of the principal shall be requested prior to the use of the facilities.
- 12 c. A facilities request form must be completed and approved.
- 13 2. For meetings involving teachers of more than one school site, the President of the
14 Exclusive Representative or other person designated by the Exclusive
15 Representative shall request a meeting room from the Superintendent or designee.
- 16 a. Approval from the Superintendent or designee shall be given if use of the
17 meeting room has not already been granted.
- 18 b. Approval of the Superintendent or designee shall be required prior to the use
19 of the facilities.
- 20 3. Should additional custodial costs be incurred by the District due to utilization of
21 facilities by the Exclusive Representative, the Exclusive Representative shall
22

1 reimburse the District. Such reimbursement shall be on the same basis as for
2 other groups or individuals who cause the District to incur additional costs.

3 D. Officers, agents, or representatives of the Exclusive Representative shall have access
4 to teachers at times which do not interfere with teachers' performance of assigned
5 duties.

6 1. Teachers' representatives shall notify the school site office of their presence when
7 they are on a school site other than their regularly assigned site.

8 2. Nonteaching officers, agents or representatives shall check in at the site office and
9 receive clearance to contact teachers in area specified by the site administrators.

10 3. The DUESTA President will be able to leave the assigned site once a week after
11 children have been dismissed and assigned duties have been completed, to
12 conduct DUESTA business.

13 E. The Exclusive Representative may copy any public document. The charge for copying
14 public documents shall be the same for the Exclusive Representative as it is for all
15 other groups.

16 F. Upon appropriate written authorization from the teacher, the District shall deduct
17 from the salary of any teacher, and make appropriate remittance for, insurance
18 premiums, credit union payments, saving bonds, charitable donations, or other plans
19 or programs requested by the teachers and agreed to by the District.

20 G. Not later than the first regularly-scheduled board meeting in January of each year that
21 this Agreement is in effect, the Exclusive Representative shall make a public
22 presentation of its initial proposal pursuant to regulations implementing the Act.

- 1 1. At the next regularly-scheduled meeting of the Board of Trustees, the District shall
2 hold a public hearing on the Exclusive Representative's initial proposal.
- 3 2. At the next regularly-scheduled meeting of the Board of Trustees, the District shall
4 make a public presentation of its initial proposal.
- 5 3. At the next regularly-scheduled meeting of the Board of Trustees, the District shall
6 hold a public hearing on the District's initial proposal.
- 7 4. Within 20 workdays after the public hearing on the District's initial proposal, the
8 parties will have met at a mutually agreeable time and place for the purpose of
9 negotiating a successor agreement.
 - 10 a. Once negotiations begin, meetings shall be scheduled in blocks of four
11 mutually agreeable dates until a successor agreement is determined.
 - 12 b. Cancellation of a negotiation meeting will result in a make-up meeting being
13 held as soon as possible.
- 14 5. The Exclusive Representative shall be entitled to have four teachers receive
15 reasonable periods of release time without loss of compensation when meeting
16 and negotiating. At any meeting in progress after class is dismissed, all members
17 of the Exclusive Representative's negotiating committee may be present.
- 18 6. On request of either the District or the Exclusive Representative, agreements
19 reached on a subject shall be reduced to writing and signed by both parties.
- 20 7. Within 30 workdays of tentative agreement, the District shall provide the
21 Exclusive Representative with sufficient copies of the Agreement for distribution
22

1 to each of the teachers. New teachers shall receive copies of the Agreement from
2 the District at the time they are hired.

3 8. The model for bargaining (such as WIN-WIN) to be used, will be mutually agreed
4 upon by the District's and DUESTA's negotiating teams. Time lines specified in
5 G above may be modified to accommodate the bargaining model.

6 H. The President of the Exclusive Representative may designate certain teachers to have
7 a complete total of up to 18 days paid leave per school year for use for local, state, or
8 national conferences or for conducting other business pertinent to the Exclusive
9 Representative.

10 1. Leave may be taken on one-half day blocks.

11 2. Such representatives shall be excused from school duties upon two days' advance
12 notice to the Superintendent by the President of the Exclusive Representative.

13 3. Upon exhaustion of paid leave per school year, the Exclusive Representative may
14 purchase additional days at the daily substitute rate.

15 I. All correspondence from the Exclusive Representative to the District shall be directed
16 to the Superintendent.

17 J. The District agrees to provide up to two hours of release time per school month to
18 allow the President or designee of the Exclusive Representative and the
19 Superintendent or designee to consult on matters of mutual interest. Dates, times, and
20 places of these meetings will be mutually decided by the President and the
21 Superintendent.

22

23

1 K. When the District decides that the teachers are to be invited to serve on any District-
2 wide committee, it shall notify DUESTA and specify the background and experience
3 required.

4

1 **ARTICLE XV**

2 **GRIEVANCE PROCEDURE**

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

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

11 2. For all matters which have specified review procedures, such procedures shall be
12 the sole 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
14 its own 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
17 over the grievant.

18 E. The teacher may elect to be represented by the Exclusive Representative and must
19 inform the 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
23 grievance adjusted without the intervention of the Exclusive Representative, as

1 long as the adjustment is not inconsistent with the terms of the Agreement. The
2 District shall not agree to a resolution of the grievance until the Exclusive
3 Representative has received a copy of the grievance and the proposed resolution
4 and has been given an opportunity to file a response.

5 3. At all levels of the grievance procedure, the grievant shall provide the Exclusive
6 Representative with all details and copies of correspondence relative to the
7 grievance.

8 F. Once a grievance has been initiated, all matters of dispute relating to it which occur
9 during the processing of the grievance shall become a part of and be resolved in the
10 grievance proceeding. Once a grievance has been resolved or a final decision has
11 been rendered, a grievant shall not be entitled to initiate a new grievance on any
12 matter or occurrence which could have been included in the first grievance.

13 G. Time limits may be extended or shortened by mutual agreement of the grievant and
14 the District.

15 1. The timeline for grievances will be held in abeyance during intersessions of the
16 school year. The timelines for processing grievances stop during the intersessions
17 and automatically continue the first work day following the intersessions.

18 a. On notice to the District, the teacher has a reasonable right to postpone
19 processing during the summer intersession.

20 2. Failure of the grievant or the grievant's representative to adhere to the time limits
21 of this Article shall constitute waiver of the grievance and acceptance of the
22 District's action or decision at the appropriate level.

1 H. No reprisal of any kind will be taken by the District against any grievant or participant
2 in the grievance procedure by virtue of such participation. All written materials
3 pertinent to a grievance, except decisions resulting from final determination or
4 settlements, shall be filed separately in a grievance file.

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

7 **Level One**

8 J. Within 20 workdays of the occurrence or knowledge of the occurrence of the alleged
9 violation of the Agreement, the grievant shall present the grievance in writing to the
10 immediate supervisor.

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

12 a. The grievant's name.

13 b. The date of filing.

14 c. The date of the alleged violation.

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

16 e. The specific relief requested.

17 2. Grievances not containing the required information shall be rejected as improperly
18 filed. Such rejection shall not extend the time limits of this Article.

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

20 4. Within ten workdays of receipt of the grievance by the supervisor, or within ten
21 workdays of the conference, the supervisor shall communicate a decision to the
22

1 grievant in writing. If the supervisor does not respond within the time limit, the
2 grievant has two workdays to appeal to the next level.

3 **Level Two**

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

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

18 **Level Three**

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

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

6 **Level Four**

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

10 N. The arbitration shall be limited solely to the interpretation and application of this
11 Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not
12 determine any other issue(s). The arbitrator shall have no power or authority to
13 recommend or resolve any of the following:

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

1 O. After a hearing on the merits of the grievance, the arbitrator shall render a written
2 decision which sets forth findings of fact, reasoning, and conclusions on the precise
3 issue(s) submitted. The arbitrator shall be limited as follows:

4 1. Where the District has made a judgment involving the exercise of discretion, the
5 arbitrator shall review such decision solely to determine whether the decision has
6 violated the Agreement and shall not substitute the arbitrator's judgment for that
7 of the District.

8 2. The arbitrator shall not add to, subtract from, amend, modify, or alter any
9 provisions or procedures contained in this Agreement.

10 3. The arbitrator shall not issue statements of opinion or conclusions not essential to
11 the determination of the issue(s) submitted.

12 4. The arbitrator's award may include restitution, financial reimbursement, or other
13 proper remedy, except fines, damages, or penalties.

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

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

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

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

21

1 **ARTICLE XVI**

2 **YEAR-ROUND EDUCATION**

3
4 A. The District and the Exclusive Representative have agreed to the provisions of this
5 Article in recognition of special conditions involved in the year round education
6 (YRE) assignments. The parties have also discussed and agreed to mutual goals of
7 providing maintenance and custodial services, supply ordering procedures, and
8 alteration in scheduling of standardized testing to accommodate the special
9 characteristics of the year-round education program. In addition consultation
10 regarding the year-round calendar will be done annually.

11 **B. Work Year**

- 12 1. A “track” refers to three sequential periods of approximately 60 days separated by
13 “intersession periods.”
- 14 2. Teachers assigned to four-track YRE are to work 180 days of which 175 days
15 shall be instructional days and the other five days shall be used as preparation
16 days.
- 17 3. The YRE schedule will begin on July 1 of each year, and remain in full force and
18 effect until mutually agreed otherwise by the District and the Exclusive
19 Representative in a successor agreement.
- 20 4. An “intersession period” refers to no more than 23 school days separating each
21 “track.”
- 22 5. The intersession periods will not consist of teacher workdays.

23 **C. Communications**

- 1 1. Each YRE site administrator shall communicate significant District and school
2 announcements to teachers who are off track. (This does not pertain to vacancies,
3 extra duty assignments, and new openings. See Article XI.)

4 **D. Coordinating Differentials**

- 5 1. The availability of support staff to YRE which provides services applicable to all
6 tracks shall be extended to provide services year round to the student population.
- 7 2. Site Resource Teachers, Resource Specialist, Computer Lab Teachers, Band
8 Instructors and Speech Pathologists shall have a different calendar and will submit
9 their calendar to the school site administrator.

10 **E. Classroom Conditions**

- 11 1. Lockable portable or permanent storage cabinets shall be provided as needed.

12 **F. Rovers**

- 13 1. A Rover is not assigned to a permanent classroom. Rover assignment
14 /responsibilities are determined by affected staff at each site.

15

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 by the “Maxine Waters Child Abuse Prevention Training Act of 1984.”

6 B. No later than the end of the first week of school, the District shall provide each
7 teacher with a copy and an explanation of the laws regarding the teacher’s
8 responsibilities of reporting child abuse and materials on how to recognize child
9 abuse.

10 C. The teacher must notify the appropriate authorities within 24 hours of the reporting of
11 a case of child abuse. The supervisor shall provide immediate and positive assistance
12 to that teacher in his/her fulfillment of legal responsibilities. Such assistance must
13 include, but not be limited to, providing copies of the official report forms, agency
14 addresses, or telephone numbers, a quiet and private place to complete the forms,
15 friendly and courteous assistance in completion of the forms, and release time for the
16 completion of the forms.

17 D. The District shall respect and maintain the confidentiality of all information on child
18 abuse which a teacher reports to the appropriate authorities.

19 E. The District shall provide all necessary assistance to protect a teacher from attempted
20 harassment or intimidation as a result of the teacher having completed and submitted
21 the necessary forms on child abuse.

1 **ARTICLE XVIII**

2 **CONCLUSION**

3

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

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

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

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

1 connection therewith shall be limited only by the specific and express terms of this
2 Agreement.

3 D. In the event that any portion of this Agreement is found to be unlawful by a court of
4 competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
5 Should a federal or state agency with jurisdiction invalidate any portion of this
6 Agreement or should the California Legislature decrease or delete any portion of this
7 Agreement, the parties shall on appropriate notice, meet to negotiate over the affected
8 provisions.

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

- 1 F. This Agreement shall be in full force and effect from July 1, 2011 and shall expire
2 June 30, 2014. The terms of this Agreement shall remain in effect until a successor
3 Agreement is reached. In addition, the parties agree to reopen provisions of this
4 Agreement when changes based on legislation would indicate need.
- 5 G. The Collective Bargaining Agreement may be reopened in 2012-2013 and 2013-2014
6 for each party to “meet and negotiate” two (2) existing Articles of its choice,
7 excluding Article IV: Health and Welfare Benefits.
- 8 H. The provisions of Article XIV, Section G. of the Collective Bargaining Agreement
9 shall hereby be temporarily modified for this time only to require the District and
10 DUESTA to provide public notice jointly of each side’s negotiation proposal at the
11 April 2012 Regular Meeting of the Delano Union School District Board of Trustees.
- 12 I. For the 2013-2014 opener, the terms and provisions of Article XIV, Section G. of the
13 Collective Bargaining Agreement for the negotiation proposal process shall apply.

1 **SIGNATURE PAGE**

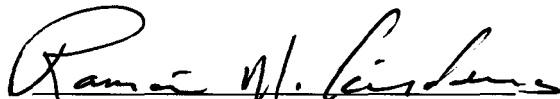
2
3 **FOR RATIFICATION**

4
5
6
7
8 By their signatures below, the signatories certify that they are the authorized
9 representatives of either the District or DUESTA as the contracting parties, that all
10 actions necessary for the District or DUESTA to ratify and accept this Agreement as a
11 binding and bilateral Agreement have been completed in the manner required by that
12 party and the law, and that this Agreement is hereby entered into without the need for
13 further ratification and acceptance.

14
15 **ACCEPTED**

16
17
18
19 DELANO UNION SCHOOL DISTRICT

DELANO UNION ELEMENTARY
SCHOOL TEACHERS
ASSOCIATION/CTA/NEA

20
21
22 



23 Ramon M. Cárdenas, President
24 Board of Trustees

Mark Kotch, President

25
26
27 Dated: 9-13-12

Dated: 9/13/2012

APPENDIX

A

DELANO UNION SCHOOL DISTRICT

2011 - 2012 TEACHER SALARY SCHEDULE

183 WORK DAYS

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	\$43,859	\$45,156	\$46,519	\$48,602	\$50,088	\$51,575	\$53,059
2		\$46,460	\$47,820	\$49,924	\$51,409	\$52,897	\$54,381
3		\$47,763	\$49,124	\$51,245	\$52,734	\$54,219	\$55,701
4		\$49,067	\$50,432	\$52,568	\$54,053	\$55,541	\$57,025
5		\$50,421	\$51,787	\$53,941	\$55,429	\$56,913	\$58,400
6		\$51,890	\$53,252	\$55,430	\$56,914	\$58,403	\$59,891
7		\$53,359	\$54,723	\$56,918	\$58,406	\$59,893	\$61,382
8		\$54,824	\$56,753	\$58,408	\$59,895	\$61,384	\$62,871
9		\$56,297	\$57,675	\$59,896	\$61,386	\$62,872	\$64,356
10			\$59,187	\$61,446	\$62,934	\$64,422	\$65,830
11			\$60,967	\$63,250	\$64,740	\$66,223	\$67,714
12				\$64,903	\$66,393	\$67,881	\$69,369
13				\$66,559	\$68,047	\$69,537	\$71,025
14					\$69,706	\$71,195	\$72,681
15						\$72,848	\$74,336
16							\$76,453
17							\$78,282
18							\$80,109

Effective 7/01/09

Approved 7/01/07

APPENDIX

B

DELANO UNION SCHOOL DISTRICT 2011 - 2012 SCHOOL YEAR

STAFF CALENDAR

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

JULY 2011						
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	25	NP	P	P	29	30
31						

AUGUST 2011						
S	M	T	W	TH	F	S
					3	4
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			

SEPTEMBER 2011						
S	M	T	W	TH	F	S
				1	2	3
4	◆	6	7	8	9	10
11	12	13	14	15	16	17
18	▲	▲	▲	▲	▲	24
25	26	27	28	29	30	

OCTOBER 2011						
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	31					

NOVEMBER 2011						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	◆	12
13	14	15	16	17	▲	19
20	21	22	23	◆	●	26
27	28	29	30			

DECEMBER 2011						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	▲	10
11	12	13	14	15	16	17
18	19	20	21	22	●	24
25	●	27	28	29	●	31

JANUARY 2012						
S	M	T	W	TH	F	S
1	●	3	4	5	6	7
8	P	10	11	12	13	14
15	◆	17	18	19	20	21
22	▲	▲	▲	▲	▲	28
29	30	31				

FEBRUARY 2012						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	●	14	15	16	17	18
19	◆	21	22	23	24	25
26	27	28	29			

MARCH 2012						
S	M	T	W	TH	F	S
				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	▲	31

APRIL 2012						
S	M	T	W	TH	F	S
1	2	3	4	5	●	7
8	●	10	11	12	13	14
15	T	17	18	19	20	21
22	23	24	25	26	27	28
29	▲					

MAY 2012						
S	M	T	W	TH	F	S
		▲	▲	▲	▲	5
6	▲	▲	▲	▲	▲	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	◆	29	30	31		

JUNE 2012						
S	M	T	W	TH	F	S
					▲	2
3	▲	▲	▲	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 26 New Tchr Orient.
July 27 - 28 Tchr Prep/Training
August 1 First Day of School
Oct. 10-14 Fall Recess
Dec. 12- Jan 9 Winter Recess
April 2 - 9 Spring Recess
June 6 Last Day of School
Winter/Summer Academics to be announced.

HOLIDAYS
July 4
Sept. 5
Nov. 11, 24, 25
Dec. 23, 26, 30
Jan. 2, 16
Feb. 13, 20
April 6, 9
May 28

PARENT/TEACHER CONFERENCES
1st Trim ends: Oct. 28
1st Trim Progress & Goal Setting: Sept. 19-23
2nd Trim ends: March 2
2nd Trim ester Evaluation: Jan. 23-27
3rd Trim ends: June 1
Evening Conferences are to be determined by each site
REPORT CARDS ISSUED THE WEEK OF:
Nov. 1, March 5, June 4

◆ Legal Holiday (No school)
● Local Holiday (No school)
▲ Minimum Day (1:05 p.m.)
▼ Minimum Day (1:30 p.m.)
■ School in session
□ No Students
T Testing - April 16 - May 11
NP New Teacher Prep Day (No school)
P Prep Day (No school)

Board Approved 5/2/11

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

DELANO UNION SCHOOL DISTRICT 2012 - 2013 SCHOOL YEAR

STAFF CALENDAR

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

JULY 2012						
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	NP	P	P	27	28
29	▲	▲				

AUGUST 2012						
S	M	T	W	TH	F	S
			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	

SEPTEMBER 2012						
S	M	T	W	TH	F	S
						1
2	◆	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						

OCTOBER 2012						
S	M	T	W	TH	F	S
	1	2	3	4	▲	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			

NOVEMBER 2012						
S	M	T	W	TH	F	S
			1	2	3	
4	▲	▲	▲	▲	10	
11	●	13	14	15	▲	17
18	19	20	21	◆	●	24
25	26	27	28	29	30	

DECEMBER 2012						
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	●	◆	26	27	28	29
30	●					

JANUARY 2013						
S	M	T	W	TH	F	S
		◆	2	3	4	5
6	P	8	9	10	11	12
13	14	15	16	17	18	19
20	◆	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2013						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	◆	12	13	14	15	16
17	◆	19	20	21	22	23
24	▲	▲	▲	▲		

MARCH 2013						
S	M	T	W	TH	F	S
					▲	2
3	4	T	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	▲	23
24	25	26	27	28	●	30
31						

APRIL 2013						
S	M	T	W	TH	F	S
	●	2	3	4	5	6
7	8	9	10	11	12	13
14	T	16	17	18	19	20
21	22	23	24	25	26	27
28	▲	▲				

MAY 2013						
S	M	T	W	TH	F	S
			▲	▲	▲	4
5	▲	▲	▲	▲	▲	11
12	13	T	15	16	17	18
19	20	21	22	23	24	25
26	◆	28	29	30	▲	

JUNE 2013						
S	M	T	W	TH	F	S
						1
2	▲	▲	▲	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						

July 24 New Tchr Orient.
July 25, 26 Tchr Prep/Training
July 30 First Day of School
Oct. 8 - 12 Fall Recess
Dec. 10-Jan. 4 Winter Recess
January 7 Tchr Prep/Training
Mar. 25 - Apr. 1 Spring Recess
June 5 Last Day of School
Winter/Summer Academies to be announced.

HOLIDAYS
July 4
Sept. 3
Nov. 12, 22, 23
Dec. 24, 25, 31
Jan. 1, 21
Feb. 11, 18
March 29
April 1
May 27

PROGRESS REPORTING
Academic Progress Reports Sent: Sept. 7
1st Trimester ends: Oct. 26
Report Cards Issued: Week of Oct. 29
1st Trimester Conferences: Nov. 5-9
Academic Progress Reports Sent: Jan. 11
2nd Trimester Ends: Feb. 22
Report Cards Issued: Week of Feb. 25
2nd Trimester Conferences: Feb. 25-Mar. 1
Academic Progress Reports Sent: April 12
3rd Trimester Ends: June 5
Report Cards Issued: Week of June 5

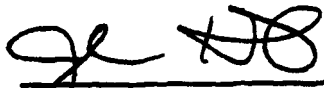
◆ Legal Holiday (No school)
● Local Holiday (No school)
▲ Minimum Day (1:05 p.m.)
□ School in session
□ No Students
T Testing:
March 5 (Writing, Grades 4 & 7)
April 15 - May 14
NP New Teacher Prep Day (No school)
P Prep Day (No school)

Board Approved 2/07/12


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

TENTATIVE AGREEMENT
Memorandum of Understanding
2012-2013 School Year Calendar
February 6, 2012

- 1) Teachers shall work 183 days, of which 180 shall be instructional days and three days preparation. Up to 7.5 hours may be District and/or site directed time, to be allotted at the discretion of site administration. Attendance at the District Breakfast shall be optional.
- 2) The first workday for returning teachers shall be July 25, 2012.
- 3) Teachers new to the District (hire date July 27, 2011 or later) shall work 184 days.
- 4) The first day for new teachers shall be July 24, 2012
- 5) All nurses and psychologists shall work 195 scheduled days.
- 6) January 7, 2013 shall be designated as a non-instructional day.
- 7) The first instructional day for students shall be July 30, 2012. The last instructional day shall be June 5, 2013.
- 8) The Fall Recess, October 8-12, 2012, is scheduled for the week immediately following the tentative dates of the Delano Harvest Holidays Festival, October 5-7, 2012. In the event that the Delano Harvest Holidays Festival is not held on October 5-7, 2012, the District and DUESTA agree to meet for the purpose of modifying the 2012-2013 School Year Calendar.
- 9) Up to ten (10) state testing dates shall be designated minimum days district wide.
 - a) It is anticipated that these dates shall be April 29-May 3, 2013 and May 6-10, 2013.
 - b) In the event that there is a need to change the state testing minimum days, the District shall notify DUESTA as soon as practicable.
- 10) The first two (2) instructional days for students shall be designated as minimum days.
- 11) May 31, June 3, 4, and 5, 2013 shall be designated as minimum days. Other minimum day availability (resulting from declared fog days) will be determined at the District's discretion.
 - a) In the event that the District is unable to meet the required number of instructional minutes due to declared fog days, the District and DUESTA shall meet to decide which of the following minimum days shall be changed to a regular instructional day: May 31, Jun 3, or June 4, 2013.
- 12) The District shall provide a minimum of two (2) days notice to unit members of any changes in the regular instructional schedule.



Joseph Hunter
DUSD Asst. Supt.—H.R.



Mark Kotch
DUESTA President

Dated: February 6, 2012

Attachment: 2012-2013 School Year Calendar (Draft)

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

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.

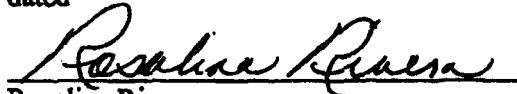


Diane J. Cox
Asst. Supt.-Human Resources
DUSD PAR Panel Member



John Roskell
Bargaining Chair
DUESTA

dated



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

dated




Marla Dike
1st Vice President, DUESTA
PAR Panel Member

8-7-03
dated

Ronald A. Garcia
DUSD Superintendent

dated

8/7/03
dated



Mark Kotch
President, DUESTA
PAR Panel Member

dated



Diane Jacobs
DUESTA Bargaining Team

8/7/03
dated

Stanley Beyor
DUESTA Bargaining Team

8/7/03
dated

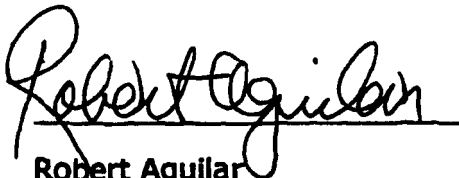
APPENDIX

D

MEMORANDUM OF UNDERSTANDING

Pursuant to DUESTA's Demand to Bargain CST Procedures

1. In response to numerous complaints made by our unit members, the Delano Union School District and DUESTA do hereby agree to the following for the 2012-2013 school year:
2. Any and all California Department of Education (CDE) and/or District generated CST procedures for 2012-2013 shall be disseminated to unit members in written form, at regularly scheduled staff meetings, no later than the third Wednesday in April of 2013. The parties acknowledge that this paragraph shall not apply to CST directives emanating from the CDE after the third Wednesday in April of 2013.
3. The same CST procedures shall apply at all District school sites.
4. DUSD District level administrators shall not visit any school site classrooms during the 2012-2013 CST's. School site administrators and Site resource teachers shall not be constrained from visiting classrooms during the 2012-2013 CST's.



Robert Aguilar
DUSD Superintendent



Mark Kotch
DUESTA President

May 30, 2012