COLLECTIVE BARGAINING AGREEMENT

between the

Delano Union School District

and the

Delano Union Elementary School Teachers Association/CTA/NEA 2024-2027

(Revised 11/12/2025)

Table of Contents

ARTICLE		PAGE
I	AGREEMENT	1
II	RECOGNITION	2
III	SALARY	3
IV	HEALTH AND WELFARE BENEFITS	9
V	RETIREMENT	11
VI	TEACHING HOURS	12
VII	SUBSTITUTE TEACHERS	17
VIII	CLASS SIZE	18
IX	EMPLOYEE EVALUATION PROCEDURE	21
X	LEAVE PROVISIONS	27
XI	VACANCIES/TRANSFERS/REASSIGNMENTS	35
XII	BARGAINING UNIT MEMBER SAFETY AND WORKING CONDITIONS	41
XIII	PROFESSIONAL DUES/FEES AND PAYROLL DEDUCTIONS	45
XIV	RIGHTS OF THE EXCLUSIVE REPRESENTATIVE	46
XV	GRIEVANCE PROCEDURE	51
XVI	EMPLOYEE DISCIPLINE	57
XVII	REPORTING OF CHILD ABUSE	62
XVIII	CONCLUSION	63
	SIGNATURE PAGE	65

APPENDIX

A	2025-2026 Teacher Salary Schedules	66
B	2025-2026 School Calendar	72
C	Memorandum of Understanding Re: Action-Based Coaching	74

ARTICLE I

AGREEMENT

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

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

ARTICLE II

RECOGNITION

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

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

ARTICLE III

SALARY

A. The 2025-2026 Salary Schedule, with an increase of 1.5%, is attached to this agreement as Appendix A, retroactive to July 1, 2025. In addition to the on-schedule salary increase, a 0.5% one-time bonus shall be issued on or before December 15, 2025. Health and Welfare benefits will be fully-funded for the 2025-2026 school year.

B. Stipends

1. An employee shall receive $2,200 for a Master's degree and $2,200 for a Doctorate degree in addition to his or her placement on the salary schedule.
2. An employee shall receive longevity pay beginning with the 20th year of service as follows:

20 – 24 years	$1802
25 – 29 years	$3603
30 – 34 years	$5705
35 or more years	$8107

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

Electives / Skill Development	$3250
(High School Class Equivalent, full academic year)	
Electives / Skill Development	$2750
K-5 Combination Classes	$2750
Speech/Psychologist Intern	

Support Provider (1 intern only) $2266

Site Resource Teacher $1650

Band $1650

Chorus $1650

Special Education Mild/Moderate $1650

Special Education Moderate/Severe $1650

(The special education stipend is to progress monitor, finalize IEPs, assessments, and to input data into the special education database.)

BCLAD/Dual Immersion $1650

BCLAD $1201

CLAD/ELD/LDS $601

SDAIE $601

4. Extra Duty Stipends

Sports Head Coach (ELOP Side Letter) $1500

Sports Assistant Coach (ELOP Side Letter) $1000

Yearbook Advisor $1201

Grade Level Chair $1201

Middle School Cheer I $2750

(Competitions & Athletic Season)

Middle School Cheer II $2200

(Athletic Season)

Site Athletic Director I $2750

(Scheduling and supervising home/away)

Site Athletic Director II	$2200
(Scheduling and supervising home only)	
Action-Based Coaching Stipend	$1320
Induction Mentor Stipend	$1320
Intern Mentor Stipend	$1320
(Supervise 2nd Intern)	$1980
Department Chair	$1201
GATE Festival Facilitator (30 or more students)	$1201
GATE Festival Facilitator (29 or fewer students)	$721
Middle School Intramural Sports	$721
Battle of the Books	$721
Site Level Chess Coordinator	$721
Site Coordinator for Color Guard	$721
SCICON (6th grade week participation)	$721
History Day	$471
Math Field Day	$471
Oral Language Festival	$471
Science Fair	$471
Spelling Bee	$471
Site Level Robotics Coordinator	$471
Henry Greeve Speech	$471

C. Except as specified otherwise, existing rules shall continue to apply to salary administration. Salary credit is provided by the District to encourage professional development and enhance the

quality and flexibility of the teaching staff.

1. Salary credit will be allowed for graduate level work without prior approval. However, appropriate information regarding the course, location and dates when taken must be provided.
2. All other course work, workshops, seminars, conferences, etc., should be submitted for prior approval to guarantee credit for salary adjustment. A review committee consisting of three persons, one District representative, one DUESTA representative, and one person mutually agreed upon, will, upon request, evaluate rejected work proposals.
3. Any course work, workshops, seminars, conferences, etc., paid for by the District shall not be eligible for a salary credit adjustment.
4. Verification of any salary credit must be in the form of formal grade reports and/or transcripts.
5. All course credits filed prior to February 1 for salary adjustment purposes shall be placed retroactive to July 1 of the current school year. Course credits received after February 1 will be applied to the following school year.
6. The District may request bargaining unit members to be on duty prior to, during, or after the Board-approved District bargaining unit member work year calendar. Summer school / intersession bargaining unit members, and home instruction bargaining unit members, will be paid at their per diem rate. Effective November 13, 2023 the per diem rate shall be up to $60 per hour, and no less than $50 per hour. Any other assignments of bargaining unit members will be at the Project rate. Effective November 13, 2023 the project rate will be raised to a rate of $45 per hour, with the exception of intervention, which will be paid at $50 per hour. Effective July 1, 2021 Academic Counselors, Behavior Specialist,

Marriage Family Therapist, School Psychologists, School Social Workers, and School Nurses shall receive per diem pay for after hour approved emergency contact with students and families.

7. Grants: Bargaining unit members shall be paid no less than $35 per hour and up to per diem as may be allowed in the grant proposal.
8. Bargaining unit members shall be paid for a minimum of one-half hour for work performed to which the hourly rate applies and shall, thereafter, be paid computed to the nearest one-quarter hour.
9. Incentives are considered income, and subject to normal taxes. Rewards will be paid out as soon as possible following the trimester in which they are earned. Employees will be recognized for their achievement at the opening day of ceremonies of the succeeding school year.

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

1. The mileage rate shall be the annual Board approved IRS rate, effective upon Board approval. The employee shall receive mileage expenses only when job duties require travel from place to place during the course of daily work.
2. On the job travel, to be compensable, must be specifically authorized by the Superintendent or designee.
3. To receive mileage reimbursement, District personnel must have on file in the Business Office of the District a statement by the employee's automobile liability insurance (minimum limits to be bodily injury $15,000/$30,000 and property damage, $5000).
4. Dates, places, and mileage involved shall be periodically submitted to the Business

Manager of the District before reimbursement is made.

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

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

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

ARTICLE IV

HEALTH AND WELFARE BENEFITS

A. For 2025-2026 school year, the District will fully fund the current medical benefits. The parties may review the available plans to determine the appropriate plans and corresponding benefits for the 2026-2027 school year.

For the 2025-2026 school year, the district will maintain a committee to review Health and Welfare benefit and renewal projections. The committee will meet three times per year to review and manage insurance costs while reviewing a future "flexible" health insurance cap.

1. A choice of Kaiser ($0 deductible, $0 co-pay, and $5.00 per prescription), or Blue Shield Custom ASO PPO 80/70 with a $10 co-pay
2. Magellan Prescription Plan 3 – 15
3. Delta Dental PPO and Delta Dental Incentive PPO maximum annual benefits -- $4,000 in-network and $3,800 out of network
4. Delta Dental PPO Orthodontics for Adults and Children - Lifetime Maximum $2,000
5. Vision Service Plan (VSP) -- $15/$25 deductible with second pair of glasses, frame/contact lens allowance $325/$325
6. United Behavioral Health Plan - Employee Assistance Program
7. Basic Life Insurance, Lincoln Financial Group -- $50,000

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

B. See Article V, RETIREMENT, for provisions and benefits for retired bargaining unit members and bargaining unit members planning to retire.

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

carrier.

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

E. It is understood and agreed by the parties that if a bargaining unit member puts in a full work year, the bargaining unit member shall be entitled to a full year's health and welfare benefits.

F. The District will pay the District's contributions for Medicare. The eligible bargaining unit member will pay the bargaining unit member's contributions for Medicare.

ARTICLE V
RETIREMENT

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

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

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

   b. Retirement under the State Teachers Retirement System

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

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

I. The District may offer a Golden Handshake to qualifying unit members in the Spring of 2022-2023. This shall not restrict the District from offering a retirement incentive instead of a Golden Handshake (through 2022-2023).

ARTICLE VI

TEACHING HOURS

A. The length of the bargaining unit members 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. Academic Counselors, Behavior Specialist, Marriage Family Therapist, School Psychologists, School Social Workers, and School Nurses shall work from 8:00 A.M. to 4:00 P.M. With the agreement of the site administrator, bargaining unit members 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. All bargaining unit members may leave campus on Fridays, days before holidays (including minimum days), and vacations following the dismissal of students when students under supervision have cleared the campus. No meeting shall be scheduled except in an emergency on these days.

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

3. For grades 1-5, the 322 minutes and for grades 6-8, the 337 minutes of the bargaining unit member workday will be student contact time, inclusive of passing time.
   a. Grade Level meetings, leadership meetings, and/or department meetings requiring the attendance of all bargaining unit members shall be called no more than twice during any month of the regular work year, opposite week of late start meetings, not extending beyond 3:30 P.M., with the exception of the following meetings held during the instructional day: Structured Teacher Planning Time / collaboration meetings, Multi-tiered System of Support (MTSS) meetings, Professional Development planning meetings, Professional Development training sessions, and Late Start meetings. Section 504 and IEP meetings shall be held during the regular working hours. If SAT extends past the instructional day, the bargaining unit member will receive release time, equivalent to time spent, which will not be used to impact instructional time. Time must be mutually agreed upon by administration and bargaining unit member. It is recognized that the District retains the ability to call special faculty meetings on short notice to address specific time-sensitive issues of compelling importance. If such case arises, the affected bargaining unit members will be notified as soon as it is plausible and be given notification of the topics being presented.
   b. Grade Level Chairpersons (TK-8) and Department Chairs (6-8) may call occasional meetings. The attendance of bargaining unit members shall be on a voluntary basis.
   c. If bargaining unit members are assigned to different locations during a regular or special meeting to complete work assigned to them at the meeting, such change of location shall not constitute a separate meeting.
4. A bargaining unit member shall have a minimum of thirty-consecutive-minutes duty-free

lunch period not including transitions to and from class with the students.

5. Any bargaining unit member may be allowed to leave campus for personal reasons as soon as his/her students are dismissed, with the site administrator's approval and at the discretion of the site administrator. There shall be no deduction for this request.
6. Minimum days shall be scheduled before Thanksgiving, winter and spring breaks, and other days (i.e., Late Starts) scheduled by the District.
7. Both parties agree that elective classes / skills development provide students, in grades 6 to 8, additional opportunities to learn creative and diverse skills, and will be available to students starting in the 2017 – 2018 school year.

B. District Fog Delay Procedure

1. Fog Delay for bargaining unit members and students will be determined before 6:00 A.M. and will be announced according to the established Kern County Superintendent of Schools Fog Delay Procedure.
    a. Bargaining unit members who are on campus at or close to the normal 8:00 A.M. bargaining unit member arrival time and who supervise students will be able to leave at student release time on the day of the fog delay, or site arranged day. Bargaining unit members may share/group students, but will be responsible for student supervision on fog delay days prior to the 10:00 A.M. student start time.
2. The bargaining unit member shall notify SEMS and school site if it is not possible to report on time due to fog conditions.
    a. The bargaining unit member shall arrive at the work site as soon as possible after the commencement of the workday.

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

C. Hot days/minimum days

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

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

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

c. Bargaining unit members will be provided a cool place to work after student dismissal.

D. Yard Duty

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

2. Assignments for non-classroom supervision for the remainder of the day will be made on an equal rotating basis for all bargaining unit members.

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

4. Transitional Kindergarten and Kindergarten bargaining unit members will not be assigned non-classroom supervision (school wide) but will be responsible for their classroom dismissal each instructional day.

E. The calendar for the 2024 – 2025 school year as adopted by the District shall be attached to this contract. (Appendix B)

1. Bargaining unit member work year shall be 184 days. Academic Coaches and Site Resource Teachers shall have a 194 day work year, Academic Counselors, Behavior Specialist, Marriage Family Therapists, School Psychologists, School Social Workers, and School Nurses shall have a 196 day work year and Speech /Language Pathologist will be placed on a fixed 189 work day calendar at the discretion of the Delano Union Elementary School District.

ARTICLE VII

SUBSTITUTE TEACHERS

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

   1. Bargaining unit members who volunteer to receive students.
   2. Students may be distributed into other classrooms, equalized to the extent practicable consistent with the best educational interest and safety concerns for the affected students.
   3. Superintendent may designate coverage.

B. Bargaining unit members to whom students are assigned pursuant to paragraphs A.4. or A.5. shall be compensated as follows:

   1. Bargaining unit members in grades K-5 shall receive $5.00 per assigned student per day.
   2. The District will pay bargaining unit members in grades 6-8 $6.00 per assigned student per day ($1.00 per period where applicable) up to the class size set forth in ARTICLE VIII, CLASS SIZE, paragraph B; $5.00 per student per period over the class size.
   3. Compensation shall not be paid for students assigned to Band, Chorus, or Opportunity classes.

C. It is the bargaining unit member's responsibility to inform the District in a timely manner that a substitute will be needed.

D. Bargaining unit members shall complete the Substitute Teacher Report form and submit it to the site administrator. The site administration will look into any concerns expressed.

ARTICLE VIII

CLASS SIZE

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

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

Grade Level	Maximum Class Size
*TK/K	27
*1	27
*2	30
*3	30
4	32
5	32
*Elementary physical education equivalent to grade level class size	
6	32
7	32
7 Physical Education	35
8	32
8 Physical Education	35

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

1. If a bargaining unit member voluntarily or involuntarily accepts students above the 24 stipulated in the grade span adjustment program (TK - 3), the maximum class size shall be 26. For certificated bargaining unit members who are assigned mainstream students in

grades TK-8, and exceed the class size limit for that grade level shall receive compensation of $7.00 per student per 45-minute instructional block.

2. In addition to the students on the bargaining unit member's register and in recognition of ELD programs in all TK - 5 classrooms, student contacts shall be limited as follows per grade level:

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

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

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

C. Should the enrollment in any class exceed the maximum for that class during the first ten days of the school year, one or more alternatives, including but not limited to those set forth herein, will be utilized by the District to remedy the situation: Transfer of students, transfer of bargaining unit members, employment of bargaining unit members, curtailment of programs,

and change of attendance areas. Remedies under this paragraph will be undertaken as soon as possible and not later than 10 school days.

1. Bargaining unit members who voluntarily or involuntarily accept students over the contract size limit will be compensated for each day/period students are enrolled. Compensation will begin after the 10th day of the academic school year. Compensation will be $21.00 per day per child for TK - 5 and $7.00 for grades 6th – 8th per period per student for days each student is on the bargaining unit member's register.

D. RSP classes, Special Day classes, Opportunity classes, specialized classes, departmentalized classes such as band, shop, home economics, etc., summer school/intersession classes, and classes the size of which are the result of recognition given the learning levels and abilities of the students in such classes, are not subject to the provisions of paragraphs A and B of this Article. The sizes of such classes shall be determined by the number of work stations, size and space of classroom, safety factors, course/core content, student academic, social, emotional, and behavioral needs, student accommodations, and staff to student ratio.

ARTICLE IX

EMPLOYEE EVALUATION PROCEDURE

A. A review of procedures and criteria for evaluation will be given by the principal or designee both orally and in written form during the pre-school in-service to the school site staff, and the review shall include an opportunity for questions and requests for clarification.

B. Reasonable efforts will be made to have classroom training of all pertinent curricula necessary for a bargaining unit member's assignment. The training will be provided by the District prior to the beginning of an assignment.

C. Only those qualifications, duties, and functions contained in the applicable job description shall be evaluated pursuant to the provisions of this Article.

1. Each permanent bargaining unit member shall be evaluated at least once every other year no later than May 1.

    a. A permanent bargaining unit member who has ten (10) years of service to the District may be evaluated at least once every five (5) years pursuant to the provisions of Education Code Section 44664(a)(3). The bargaining unit member or the evaluator may withdraw consent for deferral at any time with cause.

    b. If a bargaining 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 bargaining unit member shall be evaluated by the assigned District or school site administrator~~,~~ in writing, at least once each school year no later than February 15.

3. Evaluations shall be conducted by non-unit management and/or supervisory employees and shall not be used for arbitrary, capricious, or punitive purposes.

4. Nothing in this Article shall restrict the right of the District to evaluate bargaining unit members as frequently as the District determines to be in the best interest of the District's programs.
5. On or before October 1 of a given school year, the District shall provide written notification to all bargaining unit members who are scheduled to be evaluated. Such notification shall include the name and position of the administrator assigned to conduct the evaluation. A bargaining unit member may, within 10 working days of such notification, communicate to the Superintendent or designee in writing that a change in assigned evaluator is requested; such request shall include specific work-related reasons for the requested change. The Superintendent or designee shall give due consideration to the request and shall notify the bargaining unit member of the disposition of the request within 10 working days of the receipt of the request.

D. There shall be a pre- evaluation conference between the bargaining unit member and the assigned administrative evaluator to identify and review the elements on which the evaluation is to be based, including but not limited to the applicable job description. Performance of bargaining unit members in positions other than classroom teaching positions shall be based on ongoing supervision and ongoing observations which shall serve as the basis for the formal summative evaluation.

a. The evaluations shall take into account the job description, class size, the students, the learning environment, materials, supplies, and relevant professional development.
b. Peer evaluations, standardized test scores, mentor assistance, individual education programs, and/or substitute opinions and comments shall not be used as criteria or made a part of the formal evaluation process.

1. In the event that there is a disagreement between the bargaining unit member and the evaluator, the disagreement may be resolved through an agreement between the Superintendent or designee and the bargaining unit member or Exclusive Representative within ten workdays.

E. Each written evaluation in each school year shall be based upon one mutually agreed upon pre-scheduled first-hand formal observation and a minimum of one and a maximum of four unscheduled formal observation.

1. Scheduled formal observations shall last a minimum of one class period or 30 minutes, whichever is greater based on the schedule in effect on that date. Unscheduled formal observations shall last a minimum of 20 minutes.
2. Each formal observation shall be followed by a post-observation conference within 10 workdays using the negotiated observation forms. A post-observation conference shall be held following an informal observation within 10 work days at the request of either the evaluator or the bargaining unit member.
3. In the case a formal evaluation timeline is missed by the evaluating administrator, the formal evaluation is null and void, and the unit member is absolved from further formal evaluations for the rest of the school year.
4. The evaluator will provide, at request of the bargaining unit member, release time for visitation and observations of similar classes or pertinent work situations and/or other related activities/programs provided that this does not significantly interfere with the performance of assigned duties and does not alter the applicable evaluation timelines.
   b. Prior to the finalizing of the evaluation, the District shall provide additional observations requested by the bargaining unit member for the purposes of improving instructional

performance, provided that this does not significantly interfere with the performance of assigned duties and does not alter the applicable evaluation timelines. Such additional observations shall occur not more than once per calendar month, unless agreed to by the bargaining unit member.

c. At least one formal observation for permanent bargaining unit members and at least two formal observations for probationary bargaining unit members for the purpose of completing the evaluation shall be arranged by the evaluator and bargaining unit member in advance of the formal observation.

d. No hearsay or unsubstantiated information will be used in bargaining unit member evaluations or placed in a bargaining unit member's personnel file.

F. On the final evaluation instrument, the evaluator shall cite qualities, skills, abilities, performance, and deficiencies (if any) based on the applicable job description, recommend specific areas of improvement in job performance, and describe assistance to be provided in the implementation of the recommendations.

G. Prior to placing an evaluation in the bargaining unit member's personnel file, the bargaining unit member and the evaluator shall review the written evaluation.

1. Following the review, the bargaining unit member shall sign the evaluation to indicate that it has been reviewed and that the bargaining unit member has received a copy.

2. The bargaining unit member may attach a written statement to the evaluation which shall be attached and placed in the personnel file.

3. A bargaining unit member who receives a "Needs Improvement" or "Satisfactory with Reservations" rating on an evaluation, or members identified as having documented instructional concerns from their site administration, may be referred to and shall participate

in the Action-Based Coaching Program ("ABC") pursuant to the terms of the ABC Memorandums of Understanding which are attached to this Agreement as Appendix C. DUESTA members may also refer themselves to ABC.

4. Materials in personnel files of bargaining unit members shall be made available for inspection by the bargaining unit member or by a representative designated in writing by the bargaining unit member. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the bargaining unit member or as otherwise excluded by law.
5. Any materials, except as specifically excluded herein, relative to a bargaining unit member's employment relationship shall be contained in the bargaining unit member's personnel file at the District office.
    a. Contents of the personnel file shall be maintained in the strictest confidence in keeping with appropriate provisions of the California Education, Health Codes, and Government Codes.
    b. All materials placed in a bargaining unit member's personnel file must have a basis in established fact and shall not be based on hearsay.
    c. The District shall provide a log, to be included in the file, indicating by whom and on what date the file was inspected.
6. Every bargaining unit member shall have the right to inspect such materials upon written request, provided that the request and inspection are made at a time when such bargaining unit member is outside of scheduled student contact time.
7. Information of a derogatory nature, except as expressly excluded by paragraph H of this Article, in a written evaluation or a formal written disciplinary document, shall not be entered

or filed unless and until the bargaining unit member is given notice of such information and an opportunity to review and comment thereon.

a. A bargaining unit member shall have the right to have attached to any such derogatory statement the bargaining unit member's comments thereon.

b. Such review shall take place during normal business hours, and outside of scheduled student contact time without salary reduction.

8. The District shall not take any adverse action against a bargaining unit member based upon materials which are contained in such bargaining unit member's personnel file unless the materials were placed in the file within a reasonable time, but not more than ten working days after the Superintendent or designee has determined that the incident findings are serious enough to warrant inclusion in the personnel file.

H. While alleged violations of the procedural steps of this Article are grievable, a grievance may not be filed concerning the contents of a bargaining unit member's evaluation.

ARTICLE X

LEAVE PROVISIONS

Personal Necessity Leave

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

1. Bargaining unit members shall earn one day of personal necessity leave for full-time service in summer school/intersession based upon a 4-hour day for a 4-week session. Bargaining unit members may utilize accumulated personal necessity leave during their employment in summer school.
2. Bargaining unit members who are employed for less than full-time except those employed on a daily basis, shall receive personal necessity leave in the ratio that their employment bears to a full work year. Daily bargaining unit members shall receive no benefits.
3. Personal necessity leave may be taken on a daily basis.
    a. Bargaining unit members must enter their absence into SEMS as soon as the absent is known.
    b. If the bargaining unit member informs the District that the absence will be greater than one day, the bargaining unit member must notify the District of an intention to return by 4:30 P.M. on the day prior to the day of return.

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

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

Catastrophic Leave Guidelines

1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's

family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. Members of the employee's family who are included for this leave are: spouse, domestic partner, children and parents.

3. Upon requested donations under this program, the employee shall provide verification from the medical provider of the catastrophic injury or illness. Verification shall be made by means of written documentation, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probably duration of the illness or injury.
4. The District shall determine:
    a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
    b. That the employee has exhausted all accrued paid leave credits.
5. When the above verification and determinations are made, the District shall approve the transfer of accrued sick leave credits.
6. The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
7. Any employee, upon written notice to the District, may donate no more than two (2) accrued sick leave days per request to the requesting employee at a minimum of one (1) day and full day increments thereafter. Donating employees must maintain at least one year's sick leave accrual in their individual Personal Necessity account. Donations will be time stamped and used as needed each month.

8. An employee who receives paid leave pursuant to this program shall use any and all leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. Recipients will not be able to cash out any unused leave credits that were donated.
9. The Superintendent or designee shall ensure that all donations are kept confidential.
10. These guidelines shall be applied on a case by case basis and subject to review on a yearly basis.

Bereavement Leave

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

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
2. The Superintendent shall have the discretion to extend the bereavement leave provisions in the case of unusual circumstances.
3. This leave shall not be deducted from personal necessity leave.

Industrial Accident and Illness Leave

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

1. When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
2. Such benefits shall be in addition to other leave benefits provided by the District.
3. When entitlement to this leave has been exhausted, other leave shall be utilized.
4. Bargaining unit members will report all job-related injuries and illnesses to the District within 24 hours of the occurrence, regardless of whether or not medical attention is required or time is lost from work. In the event the bargaining unit member's injury or illness prevents the filing of the report with the time limit, the report shall be filed as soon as possible.
5. The District's report of an industrial accident of illness shall be kept on file in the District office.

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

Pregnancy Leave

E. Each bargaining unit member shall be entitled to a leave of absence by reason of pregnancy or childbirth or conditions related thereto.

1. The bargaining unit member shall be entitled to use personal necessity leave on the same basis provided in Section A, inclusive, of this Article.
2. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the bargaining unit member and the doctor. A statement from the bargaining unit member's doctor as to the beginning and ending dates of such leave shall be filed with the Superintendent.

3. The date of the bargaining unit member's return to service shall be based upon the doctor's analysis and a written statement of the bargaining unit member's physical ability to render full employment services.
4. The bargaining unit member may apply for child-rearing leave by submitting a written request to the Superintendent.
    a. Leave may be granted at the discretion of the District.
    b. The time allowed for the child rearing shall be based upon the needs of the District. Consideration may be given to such aspects as the time of the school year, the availability of qualified substitute personnel and the specialized requirements of the individual students and the programs in general.

Child Bonding Leave

F. District will comply with Education Code 44977.5 https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=44977.5.&lawCode=EDC

Jury Leave

G. Each bargaining unit member shall be entitled to as many days of paid leaves as are necessary for jury duty. The jury duty fee will be deducted from the bargaining unit member's pay warrant.

In-Service Leave

H. A bargaining unit member may, at the discretion of the Superintendent, receive paid leave of absence for the purpose of attending classes, workshops, conferences or programs which are designed exclusively for the purposes of assisting the bargaining unit member in the performance of assigned duties, introducing new concepts or procedures, or otherwise enhancing or improving the performance of the bargaining unit member involved.

Sabbatical Leave

I. A bargaining unit member who has served a minimum of seven years in the District may be eligible for a sabbatical leave. Leaves may be granted at the discretion of the District and shall be based upon the following:

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

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

K. Sabbatical leaves may be granted by the District for any period of time it considers appropriate at one-half the bargaining unit member's salary.

1. The bargaining unit member shall, as a condition precedent to being granted a sabbatical leave, furnish the District with a bond guaranteeing the amount of salary paid by the District during any such leave.
2. The bargaining unit member shall agree to remain in the service of the District at least two years after the bargaining unit member's return.

Extended Leave Without Pay

L. The District, at its discretion, may grant extended leave without pay to any bargaining unit member for whatever period of time the District considers appropriate. Application for such leave shall be made not less than 60 days prior to the intended commencement of the leave unless the situation is of such a nature as to make it impossible to provide such notice. The bargaining unit

member shall not be entitled to any length of service increment or seniority advance accrued during such period of leave.

General Provisions

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

N. For the purpose of this Article, "immediate family" shall be defined as mother, father, grandmother, grandfather, or grandchild of the bargaining unit member or the spouse of the bargaining unit member and spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the bargaining unit member or any relative of the bargaining unit member living in the immediate household of the bargaining unit member.

O. Bargaining unit members on paid leaves of absence shall have all the fringe benefits paid for them throughout the duration of the leave of absence. Bargaining unit members on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

P. Upon return from sabbatical leave, the bargaining unit member will be reinstated to the position held at the time leave was granted or to as nearly identical a position as possible.

Q. Upon return from industrial accident or illness leave or pregnancy leave, the bargaining unit member will be reinstated to the position held at the time leave was granted.

ARTICLE XI

VACANCIES/TRANSFERS/REASSIGNMENTS

A. Definitions.

1. A vacancy is any vacated, promotional, or newly created position available for regular school, summer school, or any position that is to go beyond the regular workday or week, including intersession school and special programs that require a credentialed bargaining unit member.
2. Voluntary transfer: A request by a bargaining unit member to be moved from one school to another school.
3. Involuntary transfer: An assignment by the District of a bargaining unit member from one school to another school.
4. Voluntary reassignment: A movement of a bargaining unit member from one subject area to another subject area or from one grade level to another grade level at the same school as requested by bargaining unit member.
5. Involuntary reassignment: A movement of a bargaining unit member from one subject area to another subject area or from one grade level to another grade level 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 event of such an emergency, the District shall meet with DUESTA to work out a solution agreeable to both parties.

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

1. Upon such determination, the District shall send email and post notice of vacancy for at least five (5) workdays (a day shall mean when the District is open for business) at all schools during the regular school year.
2. Copies of notices shall be sent to the President or designee of the Exclusive Representative on the day the notices are posted.
3. The notice posted by the District shall specify the position, location, grade level or subject matter assignment if known. The credential requirements and any preferred qualifications will also be listed.
4. The District shall upon request by a unit member, notify that unit member on leave of any posted openings which may arise during period of leave. The unit member's request must be in writing and must include a mailing address.
5. Bargaining unit members shall fill out an application or reactivate a current application for each vacant position desired.

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

1. All applications fulfilling posted qualification requirements will be judged on their merits, and any decision thereon shall be based on educational needs as determined by the District, according to all of the following:
    a. Credential(s) held by the applicant(s);
    b. Qualifications as posted;
    c. The unit member's relevant training and experience, defined as follows: <u>Relevant</u> is defined as: having a significant applicability to a specific vacant position (position is

defined as a set of duties identified by and contained within an existing job description). Training is defined as: an extent, measure, or scope of knowledge and skills, acquired by a bargaining unit member that has been trained and who is qualified or proficient in relation to a specific vacant position. Experience is defined as: an extent, measure, or scope of practical knowledge and skills, acquired by a bargaining unit member and derived from direct observation of, or participation in, events or in a particular activity;

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

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

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

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

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

G. No bargaining unit member shall be pressured, directly or indirectly, to seek or accept a voluntary transfer.

H. Reasons for involuntary transfer/reassignment are limited to the following:

1. No qualified applicant applied for the position.
2. Re-placement of personnel returning from leave or categorically funded programs.
3. Instructional program which requires a particular bargaining unit member's academic preparation and/or appropriate credentials.
4. Elimination or reduction of any programs or curriculum.
5. Enrollment Changes:
    a. Enrollment shifts during the school year
    b. Changes in enrollment patterns of limited English students.
    c. Low enrollment at the beginning of the school year.
6. Performance renewal improvement:
    a. Transfer/reassignment for performance renewal/improvement shall be preceded by evaluations, conferences, and assistance in compliance with the appropriate provisions of the Article on evaluation procedures.
    b. A bargaining unit member may be transferred/reassigned no more than once every two years in order to provide a reasonable opportunity for improvement of performance.
7. The qualified bargaining unit member with the least amount of service to the District shall be transferred/reassigned first (at that site and grade level).

H. Bargaining unit members to be involuntarily transferred/reassigned prior to the first day of the school year shall be given written notice, and the reason, no less than five days prior to the beginning date of reassignment. In the event that the bargaining unit member needs to use prep days prior to July 1, prep days shall be adjusted for the following school year so that the total days worked shall not exceed 184 workdays.

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

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

K. Bargaining unit members to be involuntarily transferred/reassigned shall be given the right of first refusal for vacancies which arise at the school site from which they are being involuntarily transferred/reassigned and for any other vacancy for which they possess the necessary qualifications. A displaced bargaining unit member would have the 1st right of refusal to return to their original site if a new vacancy occurs at their original site by the first Friday in July.

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

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

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

M. Bargaining unit members will be given their tentative assignment for the following school year prior to final checkout.

ARTICLE XII

BARGAINING UNIT MEMBER SAFETY AND WORKING CONDITIONS

A. Bargaining unit members 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. Bargaining unit members 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 (bargaining unit member) participation, each school site shall develop and annually review its site safety and emergency preparedness plan for distribution to each bargaining unit member. 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 bargaining unit members informed as to the responsible person(s) at the site for the purposes of dealing with safety problems which may arise and particularly for situations arising when the site administrator is not available.
    c. Bargaining unit members shall immediately notify the site administrator of any unsafe or hazardous conditions at the site. In an emergency situation, bargaining unit members may take reasonable preliminary action to protect students, other bargaining unit members, and

themselves. If a bargaining unit member believes that an unsafe or hazardous condition exists at a site and so notifies the District and the District rejects the notice contending that no safety hazard exists, then the bargaining unit member may grieve under Article XV.

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

B. Bargaining unit members will immediately report cases of assault or threats of bodily harm suffered by them in connection with their employment to their principal or other immediate superior, and bargaining unit members must immediately report the incident to the appropriate law enforcement agency pursuant to Education Code Section 44014.

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

C. A bargaining unit member shall submit a field trip request form and follow District procedure when planning any field trip activities per board policy.

D. A written description of the rights and duties of bargaining unit members with respect to student discipline shall be presented to each bargaining unit member prior to the first day of each school year pursuant to Education Code Section 44014.

1. A bargaining unit member may suspend a student from the class for the day of the suspension and the day following for the habitual use of vulgar/profane language, threatening or causing

physical injury, disruption of school activities, or willfully defying the valid authority of bargaining unit members (Education Code Section 48900).

2. A bargaining unit member may suspend any student from class or class period for any act listed in Education Code Section 48900 for the day of suspension and the day following, and the student cannot return to the class during this time without approval of the bargaining unit member (Education Code Section 48910).
3. A bargaining unit member may also recommend a pupil for suspension from school but final decision lies in the hands of the school administrator after following detailed procedures (Education Code Section 48911).
4. No bargaining unit member shall be disciplined or reprimanded for the exercise of physical control over a pupil (Education Code Section 44014).
5. A bargaining unit member may request the District to take legal action against a pupil (or the pupil's parents) when the bargaining unit member is injured or his/her property is damaged by the pupil while the bargaining unit member is at work (Education Code Section 48905).

E. In the event a law enforcement agency is contacted by the District due to an allegation regarding misconduct of a bargaining unit member toward a child, the District will:

1. Immediately inform the bargaining unit member that a law enforcement agency has been contacted by the District, what the allegation is, and to seek legal counsel;
2. Disclose all pertinent information not prohibited by a law enforcement agency to the bargaining unit member; and
3. Give any and all false and untrue material to the bargaining unit member and not put it in his/her personnel file.

F. No hazardous weed or pest control agents shall be applied during school hours, Operation of equipment and activities will be conducted by the District or District-contracted personnel with extreme caution for the safety of students and staff.

G. The District will provide a general and thorough room cleaning, including blackboards, windows, and sinks, every week.

H. During the pre-school in-service, the District shall provide an in-service on the District's emergency plan.

1. Bargaining unit members assigned to emergency plan needing specialized training will be provided such training at District cost.

I. District will provide a plan for all classrooms to have a two-way direct communications system.

J. Bargaining unit members shall have the right to use designated school site equipment including, but not limited to, computers and printers, calculators, all types of duplicating equipment, and copiers, subject to the bargaining unit member's ability to operate such equipment.

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

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

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

ARTICLE XIII

PROFESSIONAL DUES/FEES AND PAYROLL DEDUCTION

A. Any member of the Exclusive Representative may sign and deliver to the Association an assignment authorizing deduction of membership dues, initiation fees and general assessments for the Exclusive Representative. The Association will notify the District in writing of the amounts to be deducted from each unit member.

1. Upon receipt of such written notice, the District will deduct one-tenth from the regular salary check of the employee each month for ten months.
2. The District will remit sums deducted to the Exclusive Representative.
3. Such deduction will continue in effect during the term of this Agreement, unless revoked in writing by the employee. The Association will notify the District in writing of any revocation filed by an employee.
4. Upon appropriate written authorization from the employee, the District will deduct from the salary of any employee and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, annuities or other plans or programs requested by the employees and agreed to by the District.
5. Upon remitting the deductions directed by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or be in any way related to the making of said deductions and the transmission of said funds to the Exclusive Representative.

ARTICLE XIV

RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. The Exclusive Representative shall have the right to use the District's designated bulletin boards, mail service, bargaining unit members' mailboxes, and DUESTA members' e-mail for association business.

1. The Exclusive Representative shall be responsible for the posting of notices on bulletin boards and the contents of such notices. All postings shall be issued in the name of the Exclusive Representative (DUESTA/CTA/NEA) and signed by the person who wrote them.
2. The Exclusive Representative shall furnish the District with one copy of materials which are posted on bulletin boards or distributed through the mail system. The Exclusive Representative shall assume responsibility for the preparation, posting, and distribution (except for transportation through the mail system) of such notices and materials.

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

1. District designated office equipment may be used by the Exclusive Representative during business hours when such equipment is not otherwise in use. District office duplicating equipment shall be used only by the bargaining unit members who are trained in the use of such equipment.
2. Designated school site equipment may be used whenever bargaining unit members have access to such equipment.
3. The Exclusive Representative shall furnish or pay for the use of supplies.

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

1. For meetings involving bargaining unit members at only one school site, a previously designated representative or alternate at that site shall request a meeting room from the principal.
    a. Approval of the principal shall be given if use of the meeting room has not already been granted.
    b. Approval of the principal shall be requested prior to the use of the facilities.
    c. A facilities request form must be completed and approved.
2. For meetings involving bargaining unit members of more than one school site, the President of the Exclusive Representative or other person designated by the Exclusive Representative shall request a meeting room from the Superintendent or designee.
    a. Approval from the Superintendent or designee shall be given if use of the meeting room has not already been granted.
    b. Approval of the Superintendent or designee shall be required prior to the use of the facilities.
3. Should additional custodial costs be incurred by the District due to utilization of facilities by the Exclusive Representative, the Exclusive Representative shall reimburse the District. Such reimbursement shall be on the same basis as for other groups or individuals who cause the District to incur additional costs.

D. Officers, agents, or representatives of the Exclusive Representative shall have access to bargaining unit members at times which do not interfere with bargaining unit members' performance of assigned duties.
1. Bargaining unit members' representatives shall notify the school site office of their presence when they are on a school site other than their regularly assigned site.

2. Nonteaching officers, agents or representatives shall check in at the site office and receive clearance to contact bargaining unit members in area specified by the site administrators.
3. The DUESTA President will be able to leave the assigned site once a week after children have been dismissed and assigned duties have been completed, to conduct DUESTA business.

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

F. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member, and make appropriate remittance for, insurance premiums, credit union payments, saving bonds, charitable donations, or other plans or programs requested by the bargaining unit members and agreed to by the District.

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

1. At the next regularly-scheduled meeting of the Board of Trustees, the District shall hold a public hearing on the Exclusive Representative's and the District's initial proposal.
2. Within 20 workdays after the public hearing on the District's initial proposal, the parties will have met at a mutually agreeable time and place for the purpose of negotiating a successor agreement.
    a. Once negotiations begin, meetings shall be scheduled in blocks of four mutually agreeable dates until a successor agreement is determined.
    b. Cancellation of a negotiation meeting will result in a make-up meeting being held as soon as possible.

3. The Exclusive Representative shall be entitled to have four bargaining unit members receive reasonable periods of release time without loss of compensation when meeting and negotiating. At any meeting in progress after class is dismissed, all members of the Exclusive Representative's negotiating committee may be present.
4. On request of either the District or the Exclusive Representative, agreements reached on a subject shall be reduced to writing and signed by both parties.
5. Within 30 workdays of tentative agreement, the District shall provide the Exclusive Representative with thirty-five (35) physical copies of the Agreement for distribution to the association. New bargaining unit members shall be notified of the availability of the CBA on the website.
6. The model for bargaining (such as WIN-WIN) to be used, will be mutually agreed upon by the District's and DUESTA's negotiating teams. Time lines specified in G above may be modified to accommodate the bargaining model.

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

1. Leave may be taken on one-half day blocks.
2. Such representatives shall be excused from school duties upon two days' advance notice to the Superintendent by the President of the Exclusive Representative.
3. Upon exhaustion of paid leave per school year, the Exclusive Representative may purchase additional days at the daily substitute rate.

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

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

K. When the District decides that the bargaining unit members are to be invited to serve on any District-wide committee, it shall notify DUESTA and specify the background and experience required.

L. A listing of current and updated employee information (name, job title, department, work location, work/home/personal cell numbers (if maintained by the district) and home address) will be provided to DUESTA at the beginning of each school year.

M. When a new bargaining unit member is hired, after the employee information has been distributed, the District will provide DUESTA with only the new bargaining unit member's information as delineated in section L.

N. At the beginning of each school year, DUESTA will have access to all new bargaining unit members during the DUESTA "new teacher luncheon".

O. Bargaining unit members hired after the DUESTA "new teacher luncheon", will be given time to talk with DUESTA Site Representatives.

ARTICLE XV

GRIEVANCE PROCEDURE

A. A "grievance" shall mean an allegation by a bargaining unit member or by the Exclusive Representative that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

1. Actions to challenge application(s) of Board policies, administrative directives rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.
2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean a bargaining unit member or the Exclusive Representative, which may file on its own behalf or on the behalf of the bargaining unit member.

C. A "day" shall mean a day school is in session.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The bargaining unit member may elect to be represented by the Exclusive Representative and inform the District accordingly.

1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay.
2. A bargaining unit member may, at any time, present grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree

to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

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

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

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

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

   a. On notice to the District, the bargaining unit member has a reasonable right to postpone processing during the summer intersession.

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

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

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

Level One

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

1. The written grievance shall contain the following minimum information:
    a. The grievant's name.
    b. The date of filing.
    c. The date of the alleged violation.
    d. The specific Article(s) and section(s) violated.
    e. The specific relief requested.
2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.
3. The grievant may request a conference with the immediate supervisor.
4. Within ten workdays of receipt of the grievance by the supervisor, or within ten workdays of the conference, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant has two workdays to appeal to the next level.

Level Two

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

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

Level Three

L. In the event that the grievant is not satisfied with the decision at Level Two, either party on a written notice to the other party within ten workdays of the filing of the Level Two decision, may request mediation through the California State Mediation Service. The mediator will establish a meeting date.
1. The mediator shall attempt to find a mutually acceptable resolution of the grievance.
2. The mediator shall not issue any public statement of fact or opinion on the issue.
3. The mediation or settlement positions of either party shall not be made public nor shall they be introduced into any other grievance level.

Level Four

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

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

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

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

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

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

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

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

1. Each party shall bear all costs of its own case.
2. Costs provided in paragraph Q above does not include costs of recording, transcription, or court reporter.

ARTICLE XVI

EMPLOYEE DISCIPLINE

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

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

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

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

employee committed the alleged violation.

5. The District's application of its rule, directives, and discipline to all employees is without discrimination.

6. The District's administration of any discipline reasonable relates to the seriousness of the employee's proven offense and the record of the employee's service with the District.

D. All disciplinary actions of the District will be for just cause and will be administered in accordance with the following:

1. Any matter that may result in discipline will be brought to the attention of the Superintendent or designee within ten work days of the specific acts or omissions or within ten work days after the district knew or should have reasonably known, about the facts or omissions causing a need to consider disciplining an employee.

2. The Superintendent or designee will investigate the matter and discuss it with the employee or, if requested by the employee, with the employee and a representative within ten work days after the matter has been brought to the attention of the Superintendent. The employee will be informed of the right to be accompanied to the discussion by an Association representative. If the employee elects not to be represented by a representative, the employees will sign a statement to that effect.

3. As part of the investigation, the employee will be notified in writing of the allegations and will be given an opportunity to respond and to comment on the appropriate disposition, The Association President will receive a copy of the written allegations concurrent with the receipt of the allegation by the employee.

4. Within ten (10) work days of the conclusion of the investigation, the Superintendent or designee will give the employee and the Association written notice of the intended

disciplinary action.

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

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

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

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

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

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

E. District-initiated disciplinary transfer/reassignment

1. The District may initiate a transfer/reassignment if there is one (1) written letter of reprimand that occurs during a school year.
2. The affected unit member may request from open positions for which he/she is credentialed.
3. If the unit member does not make their preference known within 5 work days of notification of impending transfer/reassignment, the District shall select the site and assignment.
4. A unit member subject to transfer/reassignment shall be eligible to request a voluntary transfer after two years of no documented disciplinary action.
5. The District may review all involuntary placements prior to selecting and/or reassigning administrators to school sites.

Grounds for Discipline

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

1. Excessive, repeated, patterned, or unexcused absences.
2. Excessive, repeated, patterned, or unexcused tardiness.
3. Insubordination [refusal to follow the 1awful direction of a supervisor]**).
4. Negligence or willful damage to public property or waste of public supplies equipment.
5. Possession and/or consumption of alcoholic beverages or intoxication on district premises or while on duty at any location (**).
6. Possession of, consumption of or intoxication due to the use of any narcotic, restricted dangerous drug or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such

possession is under a valid written prescription (**).

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

**First offense may result in a suspension.

ARTICLE XVII

REPORTING OF CHILD ABUSE

A. The District shall provide during the regular workday in-service training as required.

B. No later than the end of the first week of school, the District shall provide each bargaining unit member with a copy and an explanation of the laws regarding the bargaining unit member's responsibilities of reporting child abuse and materials on how to recognize child abuse. The District shall provide mandatory training annually, within six (6) weeks of the start of the school year for returning employees, and within six (6) weeks for new employees. Reference link to where information regarding Reporting Child Abuse can be found at www.duesd.org.

C. The bargaining unit member must notify the appropriate authorities within 36 hours of the reporting of a case of child abuse. The supervisor shall provide immediate and positive assistance to that bargaining unit member in his/her fulfillment of legal responsibilities. Such assistance must include, but not be limited to, providing copies of the official report forms, agency addresses, or telephone numbers, a quiet and private place to complete the forms, friendly and courteous assistance in completion of the forms, and release time for the completion of the forms.

D. The District shall respect and maintain the confidentiality of all information on child abuse which a bargaining unit member reports to the appropriate authorities.

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

ARTICLE XVIII

CONCLUSION

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

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

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

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

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

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

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

F. This Agreement shall be in full force and effect from July 1, 2024 and shall expire June 30, 2027. The terms of this Agreement shall remain in effect until a successor Agreement is reached. In addition, during the intermediate years of this Agreement (2025/2026, 2026/2027), the parties agree to reopen:

a. Article III – Salary and Article IV - Health and Welfare Benefits.

b. Up to ***one (1)*** article selected by each party.

SIGNATURE PAGE

FOR RATIFICATION

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

ACCEPTED

Delano Union School District	DELANO UNION ELEMENTARY SCHOOL TEACHERS ASSOCIATION/CTA/NEA
Rosalina C. Rivera Superintendent	Darrell Winger President
Dated: 10/14/2024	Dated: 10/24/2024

APPENDIX A

DELANO UNION SCHOOL DISTRICT

2025-2026 TEACHER SALARY SCHEDULE

184 WORK DAYS

1.5% Increase

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	$63,442	$65,319	$67,290	$70,302	$72,451	$74,600	$76,748
2		$67,203	$69,170	$72,212	$74,361	$76,516	$78,660
3		$69,088	$71,057	$74,125	$76,278	$78,426	$80,569
4		$70,975	$72,948	$76,038	$78,185	$80,336	$82,486
5		$72,933	$74,907	$78,023	$80,179	$82,323	$84,474
6		$75,058	$77,028	$80,180	$82,325	$84,478	$86,630
7		$77,182	$79,155	$82,331	$84,481	$86,633	$88,785
8		$79,301	$82,091	$84,487	$86,637	$88,793	$90,939
9		$81,431	$83,423	$86,638	$88,795	$90,941	$93,088
10			$85,612	$88,881	$91,031	$93,184	$95,220
11			$88,187	$91,491	$93,643	$95,790	$97,944
12				$93,880	$96,036	$98,186	$100,340
13				$96,276	$98,426	$100,582	$102,733
14					$100,828	$102,981	$105,131
15						$105,370	$107,524
16							$110,588
17							$113,233
18							$115,875

M.A. $2,200
Doctorate $2,200

Longevity pay beginning with the 20th year of service:

20 - 24 years	$1,802
25 - 29 years	$3,603
30 - 34 years	$5,705
35 or more years	$8,107

Effective: 7/1/2025

Board Approved: 11/12/2025

DELANO UNION SCHOOL DISTRICT

2025-2026 TEACHER SALARY SCHEDULE

194 WORK DAYS

1.5% Increase

Range	I	II	III	IV	V	VI	VII
Sem Units	BA+0	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
Qtr Units	BA+0	BA+18	BA+36	BA+54	BA+72	BA+90	BA+108
1	$66,889	$68,868	$70,947	$74,123	$76,844	$78,655	$80,920
2		$70,855	$72,930	$76,137	$78,403	$80,674	$82,936
3		$72,842	$74,919	$78,152	$80,423	$82,688	$84,946
4		$74,831	$76,912	$80,171	$82,437	$84,703	$86,969
5		$76,896	$78,979	$82,264	$84,534	$86,796	$89,063
6		$79,138	$81,214	$84,535	$86,797	$89,068	$91,339
7		$81,379	$83,457	$86,806	$89,073	$91,341	$93,610
8		$83,611	$86,553	$89,078	$91,344	$93,619	$95,882
9		$85,858	$87,958	$91,346	$93,621	$95,883	$98,147
10			$90,266	$93,710	$95,978	$98,249	$100,397
11			$92,978	$96,463	$98,732	$100,996	$103,269
12				$98,981	$101,254	$103,523	$105,792
13				$101,507	$103,775	$106,049	$108,318
14					$106,307	$108,579	$110,846
15						$111,099	$113,368
16							$116,597
17							$119,387
18							$122,171

M.A. $2,200
Doctorate $2,200

Longevity pay beginning with the 20th year of service:

20 - 24 years	$1,802
25 - 29 years	$3,603
30 - 34 years	$5,705
35 or more years	$8,107

Effective: 7/1/2025
Board Approved: 11/12/2025

DELANO UNION SCHOOL DISTRICT

School Nurse, Academic Counselor, School Social Worker, Behavior Specialist, Psychologist & Marriage Family Therapist, Program Specialist- Health Services

Base Salary Schedule

2025 - 2026

1.5% Increase

F.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
School Nurse**	196 Days	$96,576	$99,469	$102,451	$105,528	$108,691	$111,952	$115,311	$118,768	$122,330
Academic Counselor**	196 Days	$96,576	$99,469	$102,451	$105,528	$108,691	$111,952	$115,311	$118,768	$122,330
School Social Worker**	196 Days	$96,576	$99,469	$102,451	$105,528	$108,691	$111,952	$115,311	$118,768	$122,330
Behavior Specialist (without PPS in School Psychology)**	196 Days	$96,576	$99,469	$102,451	$105,528	$108,691	$111,952	$115,311	$118,768	$122,330

G.

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
Psychologist**	196 Days	$119,633	$121,458	$123,290	$125,123	$126,955
Marriage Family Therapist**	196 Days	$119,633	$121,458	$123,290	$125,123	$126,955
Behavior Specialist (with PPS in School Psychology)**	196 Days	$119,633	$121,458	$123,290	$125,123	$126,955
Program Specialist - Health Services	196 Days	$119,633	$121,458	$123,290	$125,123	$126,955

**DUESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS
M.A. $2,200
Doctorate $2,200
Longevity payment of $1,201 for 10, 15, 20, 25, and 30 years
Psychologist Intern Support Provider (limit of 1 intern per year) $2,266

Effective: 7/1/2025
Board Approved: 11/12/2025

Delano Union School District
Speech Pathologist Salary Schedule
2025 - 2026

1.5% Increase

I.

Work Year	Step 1	Step 2	Step 3	Step 4	Step 5
189 Days	$108,020	$110,411	$112,855	$115,352	$117,903

**DUESTA Bargaining Unit

ALL ABOVE POSITIONS RECEIVE STIPENDS AS FOLLOWS
M.A. $2,200
Doctorate $2,200
Longevity payment of $1,201.00 for 10, 15, 20, 25, and 30 years
Intern Support Provider Stipend (limit of 1 intern per year) $2,266.000

Effective: 7/1/2025
Board Approved: 11/12/2025

Exhibit A

HIT Tutor Salary Schedule
2025-2026

1.5% Increase

	Daily Rate		
Position	Step 1	Step 2	Step 3
*HIT Tutor Non-Credentialed	$ 223.00	$ 228.00	$ 233.00
*HIT Tutor Credentialed	$ 259.00	$ 264.00	$ 269.00

*DUESTA Bargaining Unit

Effective: 7/01/2025
Approved:

APPENDIX B

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

DELANO UNION SCHOOL DISTRICT
2025-2026 SCHOOL YEAR

STUDENT CALENDAR

JULY 2025						
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	NP	P	P	25	26
27	▲	▲	30	31		

AUGUST 2025						
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	20	21	22	23
24	25	26	▼	28	29	30
31						

SEPTEMBER 2025						
S	M	T	W	TH	F	S
	♦	2	3	4	5	6
7	**8**	9	▼	11	12	13
14	15	16	17	18	19	20
21	22	23	▼	25	26	27
28	▲	▲				

OCTOBER 2025						
S	M	T	W	TH	F	S
			▲	▲	▼	4
5	6	7	8	9	10	11
12	13	14	▼	16	17	18
19	20	21	▼	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025						
S	M	T	W	TH	F	S
						1
2	3	4	▼	6	7	8
9	10	♦	12	13	14	15
16	17	18	▼	20	▲	22
23	24	25	26	♦	●	29
30						

DECEMBER 2025						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	▲	13
14	15	16	17	18	19	20
21	22	23	●	♦	26	27
28	29	30	●			

JANUARY 2026						
S	M	T	W	TH	F	S
				♦	2	3
4	5	6	7	8	9	10
11	P	13	14	15	16	17
18	♦	20	21	22	23	24
25	26	27	▼	29	30	31

FEBRUARY 2026						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	♦	10	▼	12	13	14
15	♦	17	18	19	20	21
22	23	24	▼	26	27	28

MARCH 2026						
S	M	T	W	TH	F	S
1	**2**	3	4	**5**	6	7
8	9	10	▼	12	13	14
15	16	17	18	19	20	21
22	23	24	▼	26	▲	28
29	30	31				

APRIL 2026						
S	M	T	W	TH	F	S
			1	2	●	4
5	●	7	▼	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026						
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	▲	22	23
24	♦	26	27	28	29	30
31						

JUNE 2026						
S	M	T	W	TH	F	S
	1	2	3	▲	P	6
7	8	9	10	11	12	13
14	15	16	17	18	♦	20
21	22	23	24	25	26	27
28	29	30				

July 22	New Tchr Orient.
July 23-24	Tchr Prep/Training
July 28	First Day of School
Oct. 6-10	Fall Recess
Nov. 24-28	Thanksgiving Recess
Dec. 15 - Jan. 9	Winter Recess
Jan. 12	Tchr Prep/Training
Mar. 30 – Apr. 3	Spring Recess
June 4	Last Day of School
June 5	Tchr Prep

HOLIDAYS

July 4
Sept. 1
Nov. 11, 27, 28
Dec. 24, 25, 31
Jan. 1, 19
Feb. 9, 16
April 3, 6
May 25
June 19

PROGRESS REPORTING

1st Quarter ends: Sept. 26, 2025
2nd Quarter Ends/1st Semester Ends: Jan. 23, 2026
3rd Quarter Ends: March 27, 2026
4th Quarter Ends/2nd Semester Ends: June 4, 2026

ACADEMIES

Fall Academy: Oct. 6 – 10, 2025
Winter Academy: Dec. 15 - 19, 2025
Jan. 5 – 9, 2026
Summer Academy: June 8 – 29, 2026

♦ Legal Holiday (No school)
● Local Holiday (No school)
▲ Minimum Day (1:05 p.m.) All
□ Elem. & Middle School Parent Conferences
▼ Late Start Schedule (10:00 a.m.)
PD - 8/27, 9/24, 10/22, 11/19 2/11, 3/11, 4/8
STPT - 8/13, 9/10, 10/15, 11/5, 1/28, 2/25, 3/25
□ School in session
□ Academies (Fall, Winter, & Summer)
□ No Students
NP New Teacher Prep Day (No school)
P Prep Day (No school)

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

Board Approved: July 14, 2025

APPENDIX C

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE
DELANO UNION SCHOOL DISTRICT AND THE
DELANO UNION ELEMENTARY SCHOOL TEACHERS ASSOCIATION

August 26, 2025

RE: Action-Based Coaching ("ABC")

The parties have met and agreed to extend the terms of the May 29, 2024 Memorandum of Understanding (attached) regarding Action-Based Coaching through June 30, 2026, unless otherwise negotiated, with the following change in order to accurately reflect the current evaluation instrument:

4. The District shall activate a pool of qualified Action-Based Coaches at each school site to actively coach identified bargaining unit members who haver received a "Needs Improvement" or "Satisfactory with Reservations" rating on an evaluation, or members identified as having documented instructional concerns from their site administration. Action-Based Coaches are not management, supervisory, or evaluative employees.

Agreed this 25th day of August 2025

For DUSD:

Date Signed: 8/26/25

For DUESTA:

Date Signed: 08/26/2026

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE
DELANO UNION SCHOOL DISTRICT AND THE
DELANO UNION ELEMENTARY SCHOOL TEACHERS ASSOCIATION

May 29, 2024

RE: Action-Based Coaching ("ABC")

The parties have met and agreed as follows:

1. Article IX, G.3 and Peer Assistance Review ("PAR") agreement shall be stricken from the CBA and replaced with Action-Based Coaching ("ABC") language.

2. New Action-Based Coaches who apply and are selected shall meet the following minimum qualifications:

   - credentialed classroom teacher with permanent status;
   - five years of 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;
   - two administrative recommendations.

3. New Action-Based Coaches selected shall receive a stipend of $1320 per identified bargaining unit member. Stipends shall be prorated based on duration of service, if less than the academic year. Action-Based Coaches shall have a maximum of two (2) identified bargaining unit members.

4. The District shall activate a pool of qualified Action-Based Coaches at each school site to actively coach identified bargaining unit members who have received an unsatisfactory or satisfactory with reservations on an evaluation or bargaining unit members identified as having documented instructional concerns from their site administration. Action-Based Coaches are not a management, supervisory, or evaluative employee.

5. Action-Based Coaches shall do the following:

   - maintain strict confidentiality in regards to conversations and record keeping;

- attend required relevant yearly trainings provided by the District;
- provide individualized support and mentoring with identified bargaining unit members on targeted areas of growth;
- develop a goal of alignment with areas of improvement as indicated on the teacher's summative evaluation or written communication and create an action plan based on those goal(s). Action-Based Coaches shall focus on one goal at a time;
- coordinate access to key resources such as professional development, classroom observations, release time, and other learning opportunities;
- engage in reflective conversations with their assigned bargaining unit member on a weekly basis to discuss best practices as well as progress towards identified goals.

6. Identified bargaining unit members shall exit ABC upon receiving a satisfactory evaluation or positive written communication from their site administration.

7. Identified bargaining unit members may ask for an exit meeting after the completion of no more than one year with the site administration, consulting bargaining unit member, and an additional bargaining unit member with expertise in the area(s) of need. The additional bargaining unit member shall be compensated at Project Pay, if outside their instructional duty time.

8. Identified bargaining unit members who do not make sufficient progress after one (1) year of ABC, further disciplinary action as outlined by the Collective Bargaining Agreement ("CBA") may be followed.

9. This agreement shall remain in effect through June 30, 2025, unless otherwise negotiated.

Agreed this 29th day of May 2024

For DUSD:

Date Signed: 5-29-24

For DUESTA:

Date Signed: 05/09/2024

DELANO UNION SCHOOL DISTRICT

ACTION-BASED COACHING ("ABC")

JOB SUMMARY

Action-Based Coaching ("ABC") coaches serve for a term of one (1) year under the supervision of the Superintendent or administrative designee. Action-Based Coaches at each school site shall actively coach identified bargaining unit members who have received an unsatisfactory or satisfactory with reservations on an evaluation or bargaining unit members identified as having documented instructional concerns from their site administration. Action-Based Coaches are not a management, supervisory, or evaluative employee.

ADMINISTRATIVE RELATIONSHIPS

Directly responsible to the Superintendent or administrative designee.

REQUIRED QUALIFICATIONS

1. Multiple Subject or Single Subject Teaching Credential from an accredited university.
2. Bachelor's Degree or higher from an accredited university.
3. Credentialed classroom teacher with permanent status.
4. Five years of relevant classroom teaching experience.
5. Demonstrated exemplary teaching ability as provided by Education Code section 44501(c) and reflected in the applicant's performance evaluations.
6. Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
7. Effective leadership skills.
8. Two administrative recommendations.

ESSENTIAL FUNCTIONS

1. Maintain strict confidentiality in regards to conversations and record keeping.
2. Will maintain all required paperwork and meet district timelines.
3. Attend required relevant yearly trainings provided by the District.
4. Provide individualized support and mentoring with identified bargaining unit members on targeted areas of growth.

5. Develop a goal of alignment with areas of improvement as indicated on the teacher's summative evaluation or written communication and create an action plan based on those goal(s). Action-Based Coaches shall focus on one goal at a time.
6. Coordinate access to key resources such as professional development, classroom observations, release time, and other learning opportunities.
7. Engage in reflective conversations with their assigned bargaining unit member on a weekly basis to discuss best practices as well as progress towards identified goals.
8. Works well with others and supports the site and district vision, mission, and goals.
9. Other duties as assigned by site administration.

Board Approved: _____