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**July 1, 2020 – June 30, 2023**  
**Collective Bargaining Agreement**  
**Between the Pioneer Teachers’**  
**Association/CTA/NEA and the Pioneer**  
**Union Elementary School Board**

**Based on the 2022-23 Reopener Agreement Negotiations**

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## **Article 1. Agreement/Term of Agreement**

- 1.1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Pioneer Union Elementary School District ("Board") and the Pioneer Teachers' Association, CTA/NEA an employee organization. The term of this agreement shall be effective July 1, 2020 through June 30, 2023, with reopeners in the intermediate years for salary, medical benefits, and up to two (2) articles per party.
- 1.2. The 2021-22 Certificated Salary Schedule is attached as appendix "A".

## **Article 2. Recognition**

- 2.1. The bargaining unit consists of the certificated teaching personnel of the Pioneer Union Elementary School District. The district recognizes the Pioneer Teachers' Association as the exclusive representative of all contracted teaching employees for the purpose of meeting and negotiating.
- 2.2. Supervisory, management, substitute, temporary, and confidential employees shall be excluded from the bargaining unit.
- 2.3. District policies and memorandum of agreement in effect at the time of negotiation will remain in effect unless otherwise addressed in this contract.
- 2.4. Agreement by both the District and the Pioneer Teachers' Association that the intrinsic value of being part of the Pioneer Union ESD Charter Agreement and community is priceless and we will continue to be an integral part of this "learning community dedicated to excellence."

## **Article 3. Definitions**

- 3.1 "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article (2) and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Paid Leave of Absence" means that a unit member shall be entitled to (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) receive credit for annual salary increments provided during his/her leave.
- 3.3 "Unpaid Leave of Absence" means that a unit member shall not be entitled to receive wages or any fringe benefits including insurance, retirement credit, or credit for annual salary increments during the period of leave.
- 3.4 "Immediate Family" means those relatives specifically enumerated in the California Education Code. Refer to Education Code 44985 (mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the

spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee).

- 3.5 "Daily rate of Pay" equals annual salary divided by total contract days.
- 3.6 "Hourly rate of Pay" means the daily rate of pay divided by 7.5 of daily duty hours.
- 3.7 "Duty Days" means days during which unit members are required to be present at school.

#### **Article 4. Successor Agreement**

- 4.1 No later than the first regularly scheduled board meeting in August, the District and Association shall submit initial proposals for a successor agreement to the Board of Trustees.
- 4.2 The parties shall meet to negotiate in good faith on negotiable items on a successor agreement within a reasonable time after the completion of the public notice or "sunshine" period. Any agreement reached between the parties shall be reduced to writing and signed by them.

#### **Article 5. Maintenance/Application of Standards**

- 5.1 This Agreement shall supersede any rules, regulations or practices of the Board, which are or may in the future be contrary to or inconsistent with its terms.
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory.

#### **Article 6. Non-Discrimination**

- 6.1 Neither the District nor the Association shall subject unit members to unlawful discrimination on the basis of age, gender, marital status, religion, race, color, creed, national origin, disability, union/non-union membership, or political affiliation, participation in lawful union activities, refusal of such participation or any other reason prohibited by law.
- 6.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations. This shall not be construed as to prohibit district personnel from providing information in response to candidate's questions.

#### **Article 7. Savings**

- 7.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

- 7.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## **Article 8. Statutory Changes**

- 8.1 Improvements in benefits included in this Agreement which are mandated by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this agreement.
- 8.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to meet within ten (10) days of such amendment or repeal to negotiate whether benefits should be restored.

## **Article 9. Class Size**

- 9.1 Target Class Size:

K – 3 26

4 – 5 30

6 – 8 192 contacts per day (excluding band/music)

6 - 8 PE 270 (Excluding students assigned as teacher assistants)

The District will assign students beyond the above target class size when enrollment dictates, making every effort to assign students across school site grade levels equitably. Among other factors, when placing students, the district will consider un-rostered students who are integrated into a classroom. These considerations may result in unequal class sizes. Student placement shall be at the sole discretion of the district.

Effective January 1, 2020, when class size exceeds the above stated target level, the affected member is entitled to compensation at a rate of fifty dollars (\$50) per month, per total rostered enrollment in excess of the above stated target class size. The enrollment calculation will be based on the number of students rostered to the teacher at any given time during the instructional month. The calculation is not based on individual students but rather the total rostered enrollment. Certificated staff submitting a request for excess enrollment compensation will be responsible for timely submission to the business office of required documentation by the 15th day of the subsequent month in which compensation is being requested. Late submission of required documentation will result in forfeiture of excess enrollment pay for the month. The months for which a member may request excess enrollment

compensation are September – June. This article does not apply to summer school or the after school/before school programs.

- 9.1.1 Teachers in combination classes will have preference to return to a single class upon the completion of two years as a combination class teacher.

## **Article 10. Grievance Procedure**

### **10.1 Definitions**

- 10.1.1 A "grievance" is a claim by one or more members of the Association or the Association itself, that there has been a violation or misapplication of the contract.
- 10.1.2 The "aggrieved party" is the person or persons making the claim.
- 10.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 10.1.4 A "day" is any whole day when the district business office is open.

### **10.2 Purpose**

- 10.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arises affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **10.3 Procedure**

#### **10.3.1 Level I**

- 10.3.1.1 A grievance shall be presented in writing to the immediate supervisor no later than (5) five working days after the grievant knew, or reasonably should have known of the facts giving rise to the grievance.
- 10.3.1.2 The immediate supervisor shall meet with the aggrieved party and/or the designated Association representative within (5) five working days of the receipt of the written grievance. The immediate supervisor shall provide a written disposition of the grievance including the reasons therefore, to all parties who have registered their interest within ten (10) days of that meeting.
- 10.3.1.3 If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of such a meeting, the grievance may be appealed to Level II.

10.3.2 Level II

- 10.3.2.1 The Superintendent or his/her designee shall meet with the aggrieved party and/or designated Association representative within ten (10) days of the receipt of the written grievance. The Superintendent or his/her designee shall provide a written disposition of the grievance including the reasons therefore, to all parties who have registered their interest within fifteen (15) days of that meeting.
- 10.3.2.2 If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within a fifteen (15) day period at Level II, the aggrieved party may appeal to the Board.
- 10.3.2.3 The aggrieved party may file a request for a hearing before the Board by submitting a written request to the Superintendent no later than ten (10) days after receiving an unsatisfactory resolution of the grievance from the Level II/Superintendent's hearing, or at the expiration of the fifteen (15) day response period at Level II.
- 10.3.2.4 The hearing shall be scheduled at the next regular board meeting for which there is a sufficient notice period, and in no case longer than thirty-five (35) days.
- 10.3.2.5 The hearing shall be held in closed session.
- 10.3.2.6 The aggrieved party shall have the right to have a representative present at the hearing, and shall be given a reasonable time to present documentary or testimonial evidence in support of his/her case.
- 10.3.2.7 The District likewise shall be given a reasonable time to present documentary or testimonial evidence in support of the case.
- 10.3.2.8 After hearing the evidence presented, the Board shall provide a written disposition of the grievance including the reasons therefore to all interested parties within fifteen (15) days.
- 10.3.2.9 The decision of the Board shall be final.

10.4 Rights of Representation

- 10.4.1 A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

10.5 No Reprisals

- 10.5.1 No reprisals of any kind will be taken by either the District and its management, nor the Association and its members against any party to the grievance, or other participant in the grievance procedure by reason of such participation.

## 10.6 Miscellaneous

- 10.6.1 The Association either in its own behalf or in behalf of the affected teachers may initiate a grievance, which affects more than one teacher in a single school at Level I. The Association either in its own behalf or in behalf of the affected teachers may initiate a grievance, which affects teachers in more than one school at Level II.
- 10.6.2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.
- 10.6.3 When possible, meetings/hearings will be scheduled during non-duty hours. When it is necessary for a representative designated by the Association to investigate a grievance, attend a meeting or hearing during the day, he/she will, upon receipt of permission from the Principal, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.
- 10.6.4 Association and District will meet and jointly design grievance form.
- 10.6.5 A unit member may at any time present a verbal grievance to the employer, and have the grievances resolved, as long as the resolution is not inconsistent with the terms of contract.

## **Article 11. Rights of the Parties**

### 11.1 Association Rights

- 11.1.1 Mail Facilities: The Association shall have the right to use the unit member mailboxes for communications to unit members. Neither the District mail service, nor the County mail service shall be used for the distribution of materials. No materials shall be distributed that contain personal attacks, defamatory information, or advocate actions in violation of the law or this agreement.
- 11.1.2 Bulletin Boards: The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. No materials shall be posted that contain personal attacks, defamatory information, or advocate actions in violation of the law or this agreement.
- 11.1.3 Use of Buildings and Equipment: The Association shall have the right to reasonable use of the school facilities and equipment during all reasonable



hours for meetings, and other Association activities, when those facilities or equipment are not otherwise in use.

11.1.4 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided such activities do not interfere with school activities. Intent is not to prevent meetings at 3:30 as long as other responsibilities have been discharged.

11.1.5 Association Business: The President or his/her designee shall be provided release time at no loss of salary or other benefits for up to three (3) days per contract year for the purpose of conducting Association business.

11.1.6 Authorized persons shall be given time off with Superintendent's approval for the purpose of contract negotiations.

## 11.2 District Rights

11.2.1 Except as otherwise provided in this agreement, it is agreed that the District retains all of its power and authority to direct, manage, and control the operations of the District to the full extent of the law. These duties, powers, and authorities include, but are not limited to, the exclusive right to:

- a) Determine the kinds and levels of services to be provided, and the methods of providing them.
- b) Establish its educational policies, goals and objectives.
- c) Ensure the rights and educational opportunities of the students.
- d) Determine staffing patterns.
- e) Determine the number and kinds of personnel required.
- f) Maintain the efficiency of District operations.
- g) Determine the curriculum to the extent permissible by applicable law.
- h) Build, move or modify facilities.
- i) Establish budget procedures and determine budgetary allocations.
- j) Determine the methods of raising revenue.
- k) Hire, classify, assign, evaluate, promote and terminate employees.
- l) Take action on any matter in the event of an emergency. Emergency examples are class overloads requiring quick hiring, weather/casualty, emergencies requiring extended hours, etc.

- 11.2.2 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 and then only to the extent such specific and express terms are in conformance with the law.
- 11.2.3 The District retains its right to amend, modify or rescind policies and practices in case of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.
- 11.3 Access to Information
  - 11.3.1 Upon written request by the Association, the District agrees to furnish to the Association all available information concerning the financial resources and professional staffing of the District. The District will provide written acknowledgement and a time frame for providing the requested information.

## **Article 12. Transfer Rights**

- 12.1 Definitions
  - 12.1.1 Transfers are defined as movement from one school to another school.
  - 12.1.2 Reassignments are defined as a change in grade level or subject matter assignment within a school.
  - 12.1.3 A vacancy is any vacated, promotional or newly created position, as determined by the District.
  - 12.1.4 Seniority is defined as the unit member's initial date of contracted paid probationary service.
  - 12.1.5 Voluntary transfer/reassignment is when a unit member's request to fill a vacancy is granted.
  - 12.1.6 Involuntary transfer/reassignment occurs if a change in the number of students, inadequate funding, legitimate changes in programs/needs, or the elimination or reduction of a program(s) requires the transfer or reassignment of teachers.
  - 12.1.7 Administrative transfer/reassignment occurs when a district administrator determines the necessity of the transfer/reassignment of a unit member is in the best interest of the educational program.
  - 12.1.8 Job share seniority is based on individual teacher seniority in grade level. Transfer of job share teams will be based on site need, experience, credentials and authorizations.

## 12.2 Notification of Assignment

- 12.2.1 Annually, each Spring, the district will survey current unit members for their placement preference regarding the upcoming school year.
- 12.2.2 Each unit member shall be given written notice not later than May 15 of the next year's tentative assignment. Such assignments are subject to change due to enrollment shifts and/or changes in available staff.

## 12.3 Vacancies

- 12.3.1 The Superintendent shall post a list of all vacancies, promotional positions and newly created positions, on a designated bulletin board located in the District office and the teacher's lounge. The list shall include a closing date, a brief description of the typical duties, and the qualifications necessary to meet the requirements of the position. Up to July 1 teachers who have requested to be contacted for specific job openings will have either telephone, email or U.S. mail notifications sent to the number or address they supply. After July 1, the district shall not be required to post vacancies per this article. Teachers may be considered for this vacancy the following school year.
- 12.3.2 The district will determine the openings and grade levels at the new school upon review of attendance boundaries, enrollment numbers and classroom availability.
- 12.3.3 Postings of these openings will be made first "in-house" prior to going outside the district.
- 12.3.4 The preference requests will be reviewed by the district and the principal at this time.
- 12.3.5 Teachers may also complete a transfer request form to indicate their desire to be considered for the new school.
- 12.3.6 Interviews may be held at the discretion of the district with the objective to ensure equity at all sites in credentialing, years of experience, and skills/talents of the certificated staff. (This will also ensure that one school site will not be depleted of experienced staff).
- 12.3.7 Administration will make the final determination of teacher placement.

## 12.4 Seniority

- 12.4.1 Unit members with the same seniority shall have their seniority number determined by board approved tiebreaker language (tie breaker language will be provided to PTA).
- 12.4.2 A unit member on an approved leave of absence other than to a non-bargaining unit position within the District shall continue to earn seniority while on such leave.

- 12.4.3 Tie breaker language may include the following, but not limited to: credentials, authorizations, years in profession (in and outside the district) and specialized training.

12.5 Voluntary Transfer

- 12.5.1 When a vacancy occurs within the district, current bargaining unit members will be given first consideration for the vacancy if they meet all the requirements included in the vacancy notice including the appropriate credential.
- 12.5.2 If two or more bargaining unit members are equally qualified as determined by the district, the unit member with the greatest district seniority will be awarded the vacancy with the approval of the site administrator.
- 12.5.3 In the event that a vacancy occurs on or before July 1 of the following school year the district will notify all certificated employees via email and/or phone of all vacancies that occur prior to this date. Certificated staff must notify the district by email or facsimile within 3 working days (working days is defined as when the district is open) of their interest in the position. In unusual circumstances the district may open a vacancy to current unit members after July 1.
- 12.5.4 The district may fill any vacancy after July 1 with a new employee for the new school year. However, the vacancy will be re-opened for the following school year with no preference given to the new employee who filled the vacancy for the preceding school year.

12.6 Involuntary Transfer/Reassignment

- 12.6.1 The District shall seek volunteers prior to making any involuntary transfer/reassignment. The unit members are encouraged to meet within their affected grade levels to work toward a resolution. This includes having to move grade levels temporarily during periods of construction, New School openings, enrollment decreases/increases or any other unforeseen circumstances that may necessitate a change of grade level.
- 12.6.2 Prior to making any involuntary transfer/reassignment, the Superintendent or designee shall meet with the unit member who is proposed for transfer/reassignment, discuss the proposal, its reasons, and consider any objections from the unit member before making the final decision. The unit member shall be notified of the involuntary transfer/reassignment by May 1<sup>st</sup> if possible.
- 12.6.3 If two or more unit members possess the appropriate credential related to the involuntary transfer, the unit member with least seniority at that grade level will be transferred/reassigned. In cases of equal seniority, tie breaker language set forth by article 12.4 shall apply.

- 12.6.4 Unit members who are transferred or assigned during the school year shall be allowed five (5) days of released time. These days shall be used for the purpose of preparing for the new assignment and may include, but is not limited to, preparing the classroom, lesson planning, observations of the grade level lessons, setting up grade books, etc. Three (3) of the five (5) days of release time shall be used during the transition from one assignment to the next. The specific dates of release time shall be approved by the site administrator. The remaining two (2) days shall be used within sixty (60) calendar days of the new assignment. Exceptions to this article may include: A delayed opening of a new school; emergency health or family situation of an association member necessitating a new hire; mid-year hires due to enrollment; and any other unforeseen circumstance which is mutually agreed upon by the district and the association.
- 12.6.5 The District shall provide assistance in the moving of the unit member's materials whenever a unit member is transferred or reassigned.
- 12.6.6 A unit member whose grade level or subject assignment is changed involuntarily will be provided:
- 12.6.6.1 An additional \$350.00 to their supply budget for that year and the following items as approved by Principal and/or Superintendent.
  - 12.6.6.2 Observation release time
  - 12.6.6.3 Professional Development
  - 12.6.6.4 On-site support
- 12.6.7 In the event of a new classroom set-up and/or new school opening; administration will work with the association to determine an appropriate additional amount to the teacher's supply budget to ensure their students' needs will be met.
- 12.6.8 Involuntary transfers will not occur in consecutive years for the same unit member.
- 12.6.9 Unit members shall be given the option to return to his/her position/grade/subject if the position is reopened prior to the students return to school or become vacant the following school year.
- 12.7 Administrative Transfer/Reassignment (Grade Change or Site Change)
- 12.7.1 May be made by the district, for good and sufficient reasons based on the educational needs of the district (shall not be used for disciplinary reasons).
- 12.7.2 Prior to making an administrative transfer or reassignment the superintendent or designee shall meet with the unit member who is

- proposed for transfer or reassignment to discuss the reasons and consider any placement options before the final decision is made by the district.
- 12.7.3 In order to meet the educational needs of the district, grade level movement shall be no more than four (4) grade levels above or below current position.
- 12.7.4 Unit members shall be placed in accordance with credential authorization.
- 12.7.5 The member shall be notified by May 1 if possible.
- 12.8 New Site Transfer Committee
- 12.8.1 The District and the Pioneer Teachers' Association agree to work together to ensure teacher transfers and staffing for new school sites to meet the needs of the Pioneer Union ESD students and community. A sub-committee will be formed of school administration and teacher representatives under the following guidelines:
- 12.8.2 Contract language will be reviewed, revised as appropriate, written and approved during the previous school year to ensure the district is prepared for a seamless transition when the new school(s) is ready for students.
- 12.8.3 This sub-committee shall meet when needed and will set their own calendar and schedule of meetings.
- 12.8.4 This sub-committee shall be comprised of no more than 3 CTA representatives and 3 district representatives.
- 12.8.5 This sub-committee will work with the focus on student's needs as the priority.

## **Article 13. Evaluation**

### **13.1 Evaluation Procedures**

- 13.1.1 Probationary unit members shall be evaluated each school year. Permanent unit members shall be evaluated at least every other year or every three years by mutual agreement of the supervisor and permanent unit member.
- 13.1.2 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the general criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place. The unit member being evaluated and the evaluator shall meet no later than October 30 to review objectives and standards to be achieved during the evaluation period and discuss resources needed and constraints that may be encountered.
- 13.1.3 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit members may request a change of these objectives and standards.

- 13.1.4 The evaluation process shall be consistent with board policy BP4115 and regulations AR4115.

## 13.2 Evaluation/Supervision

- 13.2.1 A minimum of two (2) formal observations will be made during the evaluation period for probationary employees. A minimum of one (1) formal observation will be made during the evaluation period for permanent employees. At the full discretion of the immediate supervisor, more than one formal observation may be conducted to provide additional constructive feedback. A record of all formal observations and conferences will be made, and all necessary support material will be collected for attachment to the evaluation summary.
- 13.2.2 A conference between the evaluator and unit member shall be held following an observation, and any deficiencies and suggestions for improvement will be noted in writing.
- 13.2.3 If the observations and/or evaluation disclose any areas in which improvement is needed, the evaluator shall offer positive assistance aimed at achieving the needed improvement. The unit member shall take action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement and his/her assistance in implementing such recommendations.
- 13.2.4 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority.
- 13.2.5 A final evaluation conference between the unit member and the evaluator shall be held no later than thirty (30) days prior to the end of school to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may submit a written statement within 10 days, which shall be attached to the final evaluation.
- 13.2.6 Unit members shall not be required to participate in the formal evaluation of other unit members.

## 13.3 Personnel Files

- 13.3.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 13.3.2 Materials in the personnel file of a unit member except as noted below shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her

review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:

- 13.3.2.1 Were obtained prior to the employment of the unit member involved.
- 13.3.2.2 Were prepared by identifiable examination committee members.
- 13.3.2.3 Were obtained in connection with a promotional examination.
- 13.3.2.4 Information of a derogatory nature, except material excluded in accordance with section 13.3.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached their own comments.
- 13.3.2.5 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

#### 13.4 Public Changes

- 13.4.1 Nothing herein shall bar a parent or citizen from using the applicable complaint processes outlined in Board Policy, Administrative Regulations, or other District procedures for resolving disputes or complaints.
- 13.4.2 Any parent or citizen complaint concerning unit members shall, as soon as possible, be reported to the unit member concerned by the site administrator or designee.
- 13.4.3 If an administrator believes that the allegations in the complaint are sufficiently serious to warrant a meeting, the site administrator shall schedule a meeting or meetings with the complainant and/or the teacher, separate or together at the discretion of the administrator.
- 13.4.4 If the matter is not resolved at the meeting(s) to the satisfaction of the administrator, complainant or the teacher, the administrator shall require that the complainant put the complaint into writing and submit it to the site administrator.
- 13.4.5 If a written complaint is received by the site administrator, a copy shall be provided to the teacher. The teacher shall have the right to respond to the written complaint prior to any determination. The site administrator shall review the complaint and any response by the teacher and make a determination based upon the available information, including discipline if warranted. If the teacher or complainant is not satisfied with the decision reached by the site administrator, either party may follow applicable due process, board policies, and administrative directives as prescribed. If no written complaint is received, the matter shall be dropped and deemed resolved.



- 13.4.6 Complaints, which are withdrawn/dropped or clearly demonstrated to be false, without merit or unsubstantiated, shall not be placed or maintained in the unit member's personnel file.
- 13.4.7 A negative and/or unsatisfactory evaluation shall not be predicated entirely upon a public charge unless the above procedures are followed.
- 13.5 Personal and Academic Freedom
  - 13.5.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.
  - 13.5.2 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is appropriate to age and maturity of students and relevant to the course content and within the scope of the law.
  - 13.5.3 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action except to the extent that it undermines the public trust in the District and its personnel. Religious and political activity is considered to be part of personal life.
- 13.6 Classified Personnel Working Under Unit Member
  - 13.6.1 The work of the classroom aide shall be under the leadership of the unit member for the time that the aide is assigned to the member's classroom.
  - 13.6.2 The unit member shall periodically discuss with the site administrator the performance of the classroom aide under their leadership and complete a written evaluation form to be submitted to the site administrator.
  - 13.6.3 No classroom aide shall participate in the formal evaluation of a unit member.
  - 13.6.4 The District shall work cooperatively with unit members on the assignment of student teachers from local teacher training institutions.

#### **Article 14. Dress Code**

- 14.1 Unit Members will adhere to Pioneer Union Elementary School District guidelines for appropriate dress as detailed in appendix B.

#### **Article 15. Member Discipline**

- 15.1 Certificated Personnel Dismissal
  - 15.1.1 Dismissal of Permanent Employees

- 15.1.1.1 Permanent employees shall not be deprived of their position except when cause for the dismissal can be shown. Cause and dismissal procedures are provided in law. (Education Code 44932 et seq)
- 15.1.2 Dismissal of Probationary Employees
  - 15.1.2.1 During the school year, teachers who are first and second year probationary employees, including district interns and teacher trainees in their first, second or third year, may be dismissed for cause or unsatisfactory performance (Education Codes 44660-44665) Procedures and time limits for such action shall be those set forth in law. (Education Code 44948.3)
- 15.1.3 Decision Not to Rehire
  - 15.1.3.1 The board may decide not to rehire a probationary employee at the end of his/her first year and give written notice of its decision to the employee at any time during the year. If the Board does not give written notice, the employee shall be rehired for the following year. (Education Code 44929.21).
  - 15.1.3.2 The Board may decide not to rehire a probationary employee at the end of his/her second consecutive year and give written notice to the employee on or before March 15. If the Board does not give written notice on or before March 15, the employee shall be rehired for the following year. (Education Code 44929.21)
  - 15.1.3.3 The Board may also decide not to rehire a district intern or teacher trainee at the end of his/her first, second, or third consecutive year. Written notice to the employee may be given at any time during the year except during the employee's last year as an intern, when notice must be given on or before March 15. If the Board does not give written notice, the employee shall be rehired as a probationary employee for the following year. (Education Codes 44929.1, 44885.5) (cf. 4116 – Probationary/Permanent Status)
- 15.1.4 Suspension Without Pay
  - 15.1.4.1 Suspension without pay is applied when an employee's conduct is not considered serious enough to warrant dismissal. A permanent certificated employee may be suspended on grounds set forth in the Education Code. The procedure to be followed in initiating a suspension without pay shall be according to law. (Education Code 44932 (b))
  - 15.1.4.2 A probationary certificated employee hired on or after July 1, 1983 may be suspended without pay for a specified period as an alternative to dismissal. The procedures for such a suspension are set forth in law. (Education Code 44948.3(b))

- 15.1.5 Non-Compliance with Duties and Responsibilities
  - 15.1.5.1 The Governing Board reserves the right to impose financial penalties for disciplinary reasons. However, where an employee refuses to perform contracted work without acceptable reason, the Superintendent/principal may deduct, without further authorization, wages reasonably related to the time not worked.
  - 15.1.5.2 The Superintendent/principal or designee shall prepare disciplinary rules for situations most often encountered which provide for progressive penalties including, where appropriate, verbal warning, written warning, transfer, suspension, freezing or reducing annual wages, and dismissal.
  - 15.1.5.3 Any unexcused absence during the working day shall result in an assessment equal to the ratio for the time/periods missed to the total time/periods offered, times 1/187.

## **Article 16. Workday**

### **16.1 Length of Workday**

- 16.1.1 The Teacher work year will continue with 187 days with the following revisions:
- 16.1.2 1 day – parent conferences
- 16.1.3 3 days prior to school and/or during the school year – Teaching planning and collaboration.
- 16.1.4 3 days – District Directed
- 16.1.5 These days will be determined during the calendar collaboration meeting(s) per article 16.6.
- 16.1.6 Teachers are expected to maintain a “Professional Workday” which requires their presence from 8:00 am until 3:30 pm. Teachers will make every effort to schedule Medical/Dental Appointments after 3:30 pm. The Professional workday is inclusive of student contact time as well as all prep time, trainings and meetings.
  - 16.1.6.1 The district may employ Intervention Teachers within the bargaining unit to conduct work assignments outside of the Professional Workday as defined by Article 16.1.6. Work assignments shall fall within the scope of the applicable job description. The District may, with a 30-day notice, change the work hours of such an employee to meet the needs of the students, programs and services provided. Upon hire, the employee shall receive notice of work hours and schedule. This shall expire June 30, 2024.

- 16.1.7 Defined lunch time of 40 minutes on a regular school day with 30 minutes for lunch time for inclement weather, super minimum days, rally schedules, or other special programs as determined by school sites.
- 16.1.8 Written Request of Leave: A Request for Leave form must be submitted and approved for certificated employees to leave their school before the end of the last student dismissal.
- 16.1.9 The District will make a reasonable effort to schedule minimum days when all unit members are required to return for the following evening events: 1) back to school night, 2) open house. Teachers may leave after the last bell when all professional duties have been completed as verified by the site principal.
- 16.1.10 The District will identify the designated minimum day of the week for each school site based on operational and program needs. Once the minimum day has been identified for a particular school year, the District shall not change the designated minimum day for that calendar year. The District will use the time provided by minimum days for its purposes. The district will determine which minimum days they will use, but may not use more than two consecutive minimum days and no more than two minimum days per month. The remainder of the minimum days will be used by the faculty for collaboration. The district will publish a calendar two weeks prior to the beginning of each trimester identifying which minimum days during the months of upcoming trimester are designated as District/site or teacher collaboration. Teachers are required to attend scheduled staff meetings. Site staff meetings will not exceed the professional workday more than two times a month by more than 30 minutes (unless there is an emergency as defined by the Superintendent or designee).
- 16.1.11 Super minimum days will be held on the last day before winter break and on the last day of school. (two hours earlier than regular dismissal). Teachers may leave after the last bell when all professional duties have been completed as verified by the site principal.
- 16.1.12 Monday – Friday teachers will be on campus until 3:30 p.m. Teachers may leave earlier for medical or dental needs for themselves or an immediate family member upon notice to the principal or designee. Notice to principal or designee shall be given 24 hours prior to a medical or dental appointment or as soon as the appointment is known if less than 24 hours. No sick leave, personal necessity deduction, or leave request will be required if after the last student dismissal time on that unit member's campus except for minimum and super-minimum days.

- 16.1.13 On those days when the District has declared a foggy day schedule teachers are expected to arrive as near to their normal work time as safety permits.
- 16.1.14 All teachers shall perform at least one adjunct duty with agreement by the Association and District to revisit at the end of the year to ensure appropriate implementation. Adjunct duties are defined as those assignments beyond the regular teaching assignment, which provide additional educational experiences, and/or are deemed to further the mission and charter of the District. The Association agrees to work with its members and with the administration to assign teachers to appropriate adjunct duties that are determined by the Site Principal to be of significant value to the governance of the school site, education experience of the students, and/or aligned with the mission and charter of the District. Representatives of the Association and District will meet annually to update the list of adjunct duties based on need and staffing levels and make the necessary assignments to ensure that all adjunct duties are completed. In the event that there are more staff than needed adjunct duties, the adjunct duties will be rotated on an equitable basis considering employee qualifications/interest. Adjunct duties do not qualify for additional compensation.
- 16.1.15 The District will provide five (5) days during the school year to be used as collaboration time for 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> grade teachers. Four (4) of the five (5) days provided for collaboration shall be used before April of each school year. The District will provide a physical education teacher for grades 3, 4, and 5.
- 16.1.15.1 The 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> grade level teams will submit a plan for approval by the Principal for the use of each day.
- 16.1.15.2 The teams will provide a summary of the collaboration to the principal.
- 16.1.16 Kindergarten & 6<sup>th</sup> Grade Orientation: Kindergarten and 6<sup>th</sup> grade orientations may be scheduled within the teacher workdays calendared before the first day of school.
- 16.1.17 The District and Association are committed to the concept of providing a collaboration period or periods with grade level and/or curriculum teams. If there is a need to change the current practice in place the District and the Association will meet and discuss the situation and attempt to resolve the issue to the satisfaction of everyone.

16.1.18 The District may require a teacher to remain on duty outside the “Workday” (Article 16.1.6) for the following: Attend and Individualized Education Program (IEP) meetings, 504 meetings, and Student Success Team (SST) meetings. Every effort will be made to schedule these meetings within the workday. However, it is recognized that this cannot be accomplished in all cases due to lack of parent availability during the teacher workday. Only in such cases shall a teacher be required to attend the aforementioned meetings outside the workday.

Notification of IEP, 504, SST meetings shall be provided at least seven (7) calendar days prior to the scheduled meeting date. Should a meeting scheduled after the workday need to be rescheduled, the district designee will consult with the teachers. Should an IEP, SST or 504 meeting not conclude by 4:30 p.m., at the most opportune time, the meeting facilitator and/or administrator will request the teacher/s be excused. Should the meeting not conclude by 5:00 pm. The meeting will be reconvened on a later date.

16.2 Participation on Committees

16.2.1 Unit member participation on all District committees shall be on a voluntary basis. The failure of any or all unit members to participate shall not invalidate the work of a committee.

16.3 Mileage

16.3.1 Unit members who are required to provide their own transportation between campuses will be compensated by board policy.

16.4 Period Substitution

16.4.1 In the event that a unit member is assigned by the Principal or designee to instruct during his/her preparation/collaboration period or to instruct an additional class due to a failed to fill absence, the following will be in effect: The certificated employees will be compensated at the rate of fifty dollars (\$50) per hour effective January 1, 2020. This is to be done ONLY when substitutes are not available and no teacher has volunteered for the assignment. The applicable form must be signed and returned within five workdays of the substitution. The form indicates the appropriate usage for period substitution.

(Example of Period Substitution: At the Middle School-when no substitute is available for certificated, the administrator may assign a

teacher to give up their preparation/collaboration period to cover the class.)

16.5 Travel Time

16.5.1 By mutual agreement travel time allowed between the two campuses will be no more than 20 minutes.

16.6 Calendar

16.6.1 Faculty representative(s) will meet with the Superintendent monthly or as needed.

16.6.2 Prior to board adoption, a calendar collaboration meeting will be scheduled at a mutually agreeable time as early in the year as feasibly possible at which faculty representative/s can provide input to the school calendar.

**Article 17. Student Discipline**

17.1 Student Discipline

17.1.1 A unit member may suspend a student from his/her class for good cause for the day of the act and one additional day as defined in section 48910 of the California Education Code. The unit member affecting the suspension shall complete all notifications and documentation required by law, district policy, and administrative procedure.

17.1.2 A written description of the rights and duties of unit members with respect to student discipline, including the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.

17.2 Assault

17.2.1 Unit members shall immediately report cases of assault suffered by them to their principal or immediate supervisor, and as soon as practical, to the police.

**Article 18. Personal Property Protection and Liability Coverage**

18.1 When in the course and scope of employment, a unit member's eyeglasses are broken, clothing torn, or personal property damaged or destroyed, the District shall reimburse the employee for the cost of said damage up to two hundred dollars (\$200.00) per incident.

18.2 Covered personal property beyond \$200.00 will be limited to only those items used for instructional purposes and with written approval in advance of the site administrator.

- 18.3 The District shall have subrogation rights under any claim or reimbursement from insurance carriers to the extent of the District's payment.
- 18.4 All claims for reimbursement must be filed with the Business Office within five (5) working days of reasonable knowledge of the incident.
- 18.5 The unit member shall cooperate with the District in obtaining payments from any insurance.
- 18.6 Nothing in this Article shall require the District to replace an item that can be repaired to the same condition as before it was damaged.

## **Article 19. Leaves/Vacation**

### **19.1 Definition**

- 19.1.1 Personal Illness and Injury is for unit member only
- 19.1.2 Personal Necessity Leave is to care for an immediate family member and/or to take care of important business that cannot be conducted outside the workday.
- 19.1.3 For purposes of this regulation immediate family shall be understood to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. For further information please see Board Policy 4261.2(a).

### **19.2 Leave Rights**

- 19.2.1 Unit members shall be eligible for all leave benefits required by statute in accordance with Board Policy, BP 4161 and AR 4161: The Board shall provide for employee absences as authorized by law and Board policy.

### **19.3 Personal Illness and Injury Leave (also known as Sick Leave)**

- 19.3.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of illness/injury leave available to the unit member from the first work day of each school year. Illness/injury leave, which is not used, shall accumulate from year to year without limit.
- 19.3.2 Unit members who work less than full-time shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 19.3.3 Unit members who work during summer sessions shall be entitled to accumulate illness/injury leave for all such service at a rate that is in the same proportion to the full time entitlement as their part-time employment bears to full time employment.



19.3.4 If the unit member is to be absent due to illness or injury, they are required to follow the most current District Substitute Procedures which are described in the current year's employee handbook.

19.3.5 Upon return to work, the unit member must verify the absence by submitting a completed and signed leave request to the site administration. After three or more days of absence the district may additionally require a written verification of the illness or injury by the member's doctor.

19.4 Personal Necessity Leave

19.4.1 Of the ten (10) days granted to unit members for sick leave (personal injury and illness leave), up to seven (7) days may be used for personal necessity leave each calendar year in accordance with Board Policy 4161. This leave may be utilized to care for a sick family member. (For the purpose of this contract paragraph "family member" refers to the definition in 19.1.3. ) Members may submit a request for additional days as needed to the superintendent for approval.

19.4.1.1 The employee shall not be required to secure advanced permission for leave taken for any of the following:

(1) Death or serious illness of a member of his or her immediate family.

(2) Accident, involving his or her property, or the person or property of a member of his or her immediate family.

19.4.2 While personal necessity leave requires the prior approval of the immediate supervisor, the employee is not required to furnish a reason or grounds for taking the personal necessity leave for up to four (4) cumulative days annually. Notification of intent to utilize any of the personal necessity days not requiring a reason or grounds shall be provided to the immediate supervisor no later than 3 business days prior to taking leave. Employee's desiring to take such leave in excess of two (2) consecutive days must present their grounds for requesting the leave, and such evidence as required by the immediate supervisor. The District shall not unreasonably deny an employee's request to utilize the four (4) days referenced herein. In the event the immediate supervisor denies a request, the employee may appeal the denial to the Director of Human Resources. The Association and the District recognize the inherent right of the District to investigate suspected misuse of personal necessity leave.

19.4.3 The four (4) cumulative days of personal necessity leave not requiring a reason or grounds for taking the leave are subject to the following conditions:

- 19.4.3.1 This leave may not be used to extend a vacation or school holiday.
  - 19.4.3.2 This leave may not be taken on a professional development day.
- 19.5 Religious Observance: The Board will permit qualified certificated employees to take up to three (3) days per year of personal leave for religious purposes.
- 19.6 Non-Deducted Leaves
  - 19.6.1 Bereavement
    - 19.6.1.1 Any employee of the school district is entitled to a leave of absence of up to five (5) days, because of the death of any member of the employee's immediate family. No deduction will be made from the salary of the employee, nor will such leave be deducted from any other leave to which the employee is entitled. For purposes of this regulation a member of the immediate family shall be understood to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. For further information please see Board Policy 4261.2(a).
    - 19.6.1.2 Additional leave may be granted under personal leave provisions on the request of the employee if the employee is eligible for such leave. The Superintendent may grant additional leave on an unpaid leave basis of up to five (5) days at his/her discretion.
- 19.7 Legal Duties
  - 19.7.1 Full-time and part-time personnel will be granted leave with pay for court appearances as a juror or witness. (Education Code 44036)
  - 19.7.2 Any jury or witness fees received by the employee, minus the amount for necessary mileage and other expenses connected with the court appearance, shall be returned to the school district. Court appearance as a litigant or defendant is not covered by this leave.
  - 19.7.3 School Business
    - 19.7.3.1 Any required attendance and participation at trainings, conferences, meetings and professional development will not be taken out of the members' personal necessity or sick leave bank.
- 19.8 Long Term Leaves
  - 19.8.1 Maternity & Child Rearing
    - 19.8.1.1 The Board permits employees up to one year unpaid leave for child rearing beyond the "disability" provided.

- 19.8.1.2 Maternity itself is treated as "sick leave" and "disability" leave for the length of time that you are unable to work.

## 19.9 Family and Medical Leave

- 19.9.1 Pursuant to the Federal Family and Medical Leave Act of 1993 ("the Act") and the California Family Care Leave Act (Government Code Section 12945.2, "the California Act"), employees may be eligible for, either paid or unpaid Family and Medical Leave, for family and medical purposes, depending upon the employee's circumstance.
- 19.9.2 To qualify for Family and Medical Leave, the employee must meet the requirements under the Act and/or the California Act, whichever is applicable.
- 19.9.3 Any employee who wishes to seek Family and Medical Leave shall request said leave through the personnel office.

## 19.10 Unpaid Leave

- 19.10.1 Certificated employees may apply to the Superintendent for unpaid leave. Approval must be by the Superintendent. Purpose of leave must be stated
- 19.10.2 A limited number of days may be allowed at the Superintendent's discretion for employees who are elected or appointed officials of other governmental agencies to conduct important business for that organization that cannot be conducted beyond the employee's normal work hours.

## 19.11 Industrial Accident and Illness Leave

- 19.11.1 If you are injured on the job or become ill because of an industrial illness, you are eligible for Industrial Accident and Illness Leave, independent of sick leave. Leave is allowed at full pay for up to sixty (60) days per year for any single accident or illness. Unused leave does not accumulate.
- 19.11.2 If you are injured on the job, or become ill due to an industrial illness, notify the personnel office immediately. You will be directed to a District selected physician for treatment. If you choose to be treated by someone else, your costs may not be covered by district insurance.
- 19.11.3 For more information please refer to Board Policy 4161
- 19.11.4 To qualify for Family and Medical Leave, the employee must meet the requirements under the Act and/or the California Act, whichever is applicable.
- 19.11.6 Any employee who wishes to seek Family and Medical Leave shall request said leave through the personnel office.

## 19.12 Catastrophic Leave

- 19.12.1 In the event that a unit member who meets the Education Code 44043.5 eligibility requirements for Catastrophic Leave, may donate leave on an as needed basis, in one day increments. Only the actual number of days

used will be deducted from the days available. The unit member donating leave must maintain a balance of fifteen days leave in order to be eligible to donate leave days.

### 19.13 Voluntary Leave of Absence Request

- 19.13.1 With Board approval, certificated employees may receive a voluntary personal leave of absence without pay and without increment, seniority or tenure credit, for a period of up to one school year, for any of the following purposes:
  - 19.13.1.1 Professional study, training or research
  - 19.13.1.2 Restoration of health
  - 19.13.1.3 Care for a member of the immediate family who is ill
  - 19.13.1.4 Maternity/child care
  - 19.13.1.5 Teaching in a foreign country
  - 19.13.1.6 Service on a government committee
  - 19.13.1.7 Other reasons the Board deems necessary
- 19.13.2 Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested.
- 19.13.3 All long-term leave agreements shall be reduced to writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return to employment.
- 19.13.4 All long-term leaves for certificated employees shall begin at the end of the grading period, except in cases of emergency.
- 19.13.5 Certificated employees on leave for an entire school year shall notify the district by March 1 of their intent to return to work the following school term. If such notification is not made, the employee shall be deemed to have resigned.
- 19.13.6 Certificated employees on long term leave (90 or more calendar days) shall notify the district of their intent to return or if an extension of leave will be requested twenty (20) calendar days before the expiration date of the leave.
- 19.13.7 At the end of a long-term leave, the employee shall be reinstated in a position classified at the same level as that held at the time leave was granted, unless otherwise agreed upon.
- 19.13.8 If permitted under the terms of the District's contract with the insurance company, employees on leave may remain active participants in the health insurance program by paying the full premiums required in advance.
- 19.13.9 Employees shall not accept gainful employment while on long-term leave without prior written approval of the Superintendent.

- 19.13.10 A certificated employee may request the Board, in writing, to return to work prior to the expiration date of the leave. The Board may approve or reject the request.

## **Article 20. Benefits**

### **20.1 Health Insurance**

- 20.1.1 The Board shall bargain with the Association in good faith to provide an acceptable health insurance benefit, as a part of a total compensation package for the duration of this contract. The per member cost of the package at the time of agreement shall constitute the "cap", or the total amount the District will pay per member for this benefit during the contract period, or thereafter, in the absence of a successor agreement. Any cost in excess of the cap shall be paid by each unit member as a monthly payroll deduction.

### **20.2 Dental Insurance**

- 20.2.1 The Board shall bargain with the Association in good faith to provide an acceptable dental insurance benefit, as a part of a total compensation package for the duration of this contract. The per member cost of the package at the time of agreement shall constitute the "cap", or the total amount the District will pay per member for this benefit during the contract period, or thereafter, in the absence of a successor agreement. Any cost in excess of the cap shall be paid by each unit member as a monthly payroll deduction.

### **20.3 Life Insurance**

- 20.3.1 The Board shall bargain with the Association in good faith to provide an acceptable life insurance benefit, as a part of a total compensation package for the duration of this contract. The per member cost of the package at the time of agreement shall constitute the "cap", or the total amount the District will pay per member for this benefit during the contract period, or thereafter, in the absence of a successor agreement. Any cost in excess of the cap shall be paid by each unit member as a monthly payroll deduction.

### **20.4 Vision Care Insurance**

- 20.4.1 The board shall bargain with the Association in good faith to provide an acceptable vision care benefit, as a part of a Total Compensation Package for the duration of this contract. The per member cost of the package at the time of agreement shall constitute the "cap", or the total amount the District will pay per member for this benefit during the contract period, or thereafter, in the absence of a successor agreement. Any cost in excess of the cap shall be paid by each unit member as a monthly payroll deduction.

### **20.5 Duration of Benefits**

- 20.5.1 Unit members who work a complete school day and year shall have fringe benefits under the District's fringe benefit program effective through the last day of August. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of the first full month of employment following a thirty (30) day waiting period.
- 20.5.2 Unit members, who terminate their employment prior to the close of the school year, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.
- 20.5.3 Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, the unit member shall be entitled to continue paid coverage through the last day of August.
- 20.5.4 Unit members on all Board approved unpaid leaves of absence shall have the option to receive the District insurance coverage for the period of the leave upon the prepayment of the premium to the District on a monthly basis.
- 20.6 Health and Welfare: Effective October 1, 2022, the District will contribute the annual hard cap of \$14,911.80 for health and welfare benefits for all full time continuing employees in the bargaining unit. In subsequent years, the District will contribute \$14,911.80 annually for health and welfare benefits for all full time employees in the bargaining unit.
- 20.7 Retiree Health and Welfare: The annual hard cap for retirees will be \$8,624.85 for health and welfare benefits. To be eligible, the retiree must complete 15 years of cumulative District service (which accrues STRS credit) in a position recognized under this agreement (Article 2) immediately prior to retirement and be at least 55 years of age. Unit members beginning their contracted service with the District after July 1, 2023 must complete 20 years cumulative District service (which accrues STRS credit) in a position recognized under this agreement (Article 2) immediately prior to retirement and be at least 55 years of age. The monthly contribution (\$718.74) will continue for up to five years. The contribution will end on the retiree's 65<sup>th</sup> birthday or when the retiree becomes eligible for Medicare. The use of "cumulative" years of District services as set forth herein shall apply on a prospective basis only, effective July 1, 2022.

## **Article 21. Pay and Allowances**

- 21.1 For unit members hired after July 1, 2023, full credit from prior credentialed TK-12 school teaching will be used for placement on the salary schedule. A maximum of 12 years will be credited. Employees must submit verification of eligible TK-12 school service within 30 days of hire date. Any verification of TK-12 school credentialed service received after 30 days of hire will be used for salary movement in the subsequent school year.
- 21.2 One step advancement on the salary schedule shall be granted for each school year of service in the District if the teacher was in paid status for 75% or more of the student days the previous work year. Service less than 75% of the student days the previous work year will accrue .5 years of credit for step advancement. Step advancement will be granted July 1 of each fiscal year.
- 21.3 Step and column movement: Limit salary step and column movement each school year to one column upon submission of appropriate college units. Units must be submitted by September 15 of the current school year for credit on the salary schedule for that year.
- 21.4 Longevity: “Years of service” for the purpose of longevity steps means continuous service in the Pioneer Union Elementary School District which is creditable to the State Teachers Retirement System. Longevity will be adjusted July 1 of each fiscal year. Longevity shall apply to 15, 20, 25, and 30 year employees in columns V and VI and will be calculated as follows:
- 15 years will be calculated at 1% of the value of step 12.
  - 20 years will be calculated at 2% of the value of 15 years of service
  - 25 years will be calculated at 3% of the value of 20 years of service
  - 30 years will be calculated at 4% of the value of 25 years of service
- 21.5 Additional Teaching Assignments – Specific before or after school classes taught in addition to regular workload will be paid at the rate of \$50.00 per hour. Postings for the position will be placed in the teacher lounge for two weeks prior to the closing date for applications.
- The posting will include:
1. Job description
  2. Application deadline
  3. Required credentials/certifications
  4. Specifics of job requirements time and length of term
  5. If two or more Pioneer teachers apply the most senior teacher will be given first consideration and the position will be rotated among qualified applicants based on seniority.

- 21.6 In order to receive the extra pay for a “Master’s Degree”, the degree must be awarded from an accredited college of education or be awarded in a field of study relevant to the teaching assignment. Determination of relevancy to be made by the Superintendent.
- 21.7 Coaching stipends: for the following sports of \$500.00 each (these no longer qualify as adjunct duties under the contract language) will be paid upon completion of the respective sport season. Total number of stipends is 17:
- 21.7.1 Middle school: 4 Basketball, 2 Volleyball, 2 Soccer, 2 Track, 1 Baseball, 1 Softball, 1 football, 2 cross-country.
- 21.7.2 Elementary school: 2 Track
- 21.8 Extra Pay
- |                       |             |
|-----------------------|-------------|
| Master’s Degree       | \$1,500.00  |
| Athletic Director     | \$2, 000.00 |
| RSP/SDC               | \$2,000.00  |
| Band (See Appendix C) | \$2,000.00  |
- Stipends:
- |                          |            |
|--------------------------|------------|
| Intern Mentor            | \$2,500.00 |
| Induction Mentor         | \$2,000.00 |
| Middle School Leadership | \$500.00   |
| Middle School Yearbook   | \$500.00   |
- 21.8.1 Selection and release of Intern and Induction mentors will be made at the sole discretion of the District. Mentors shall fulfill all the roles and responsibilities required for the program or college the intern and/or induction teacher is enrolled in. Additionally, mentors shall carry out the roles and responsibilities outlined in appendix “E”.
- 21.9 The Overnight pay for the purpose of teacher attendance at a Board approved field trip or educational activity requiring the supervision of students will be \$100.00 per day.
- 21.10 If extra duty assignments preclude prep time that must be made up outside the workday, a stipend may be offered.

## **Article 22. Consultation Rights**

- 22.1 The Association has the right to consult on changes in written board policies and/or written administrative rules and regulations which affect employees covered by the terms of this agreement.

## **Article 23. Job Share**

- 23.1 This article shall govern the sharing of one FTE unit position by two employees.
- 23.2 Eligibility



- 23.2.1 Teachers may submit their initial request for a job-sharing assignment to the Superintendent/designee by February 1 of the preceding school year.
- 23.2.2 Teachers initially requesting a shared assignment shall be informed of the status of their proposal by March 15. The District's decision to grant or deny a shared teaching assignment shall be final and shall not be grievable.

23.3 Renewal

- 23.3.1 On or before March 1 of each year of a job-sharing assignment, the job-sharing teachers shall jointly submit a written statement to the District Superintendent/designee indicating whether they wish to continue the job-sharing assignment or wish it to be terminated.
- 23.3.2 Upon receipt of the teacher's written statement, the Superintendent/designee shall review the effectiveness of the shared teaching assignment and shall determine whether or not it will continue the following year. The Superintendent/designee shall notify the job-sharing teachers of his/her decision by March 15. The District's decision to grant or deny a request for continuance or a request to terminate a shared teaching assignment shall be final and shall not be grievable.

23.4 Hours and Responsibilities

- 23.4.1 Both teachers will work the equivalent of one-half (1/2) of the teaching days required of full-time teachers and will perform a proportionate share of adjunct duties. The combined work hours of teachers will follow the hours of the Pioneer professional day.
- 23.4.2 Both teachers shall meet with the principal before school opens to establish exact working days and other responsibilities. Any changes to the schedule must be approved by the district. At least one teacher will attend staff meetings, Wednesday collaborations and in-services. Although the teacher not on duty will not normally be required to attend staff meetings' both teachers shall attend parent conferences, open house, and back-to-school nights.
- 23.4.3 Both teachers shall assume full responsibility for their instructional program. They will regularly meet to jointly develop lesson plans and to ensure clear lines of communication with parents/guardians.
- 23.4.4 All job-sharing assignments shall be for a minimum of one (1) year. If either teacher is unable to work or complete the job-sharing assignment for any reason, such as resignation, death, retirement, disability, extended illness, or accident, the other job-share teacher shall be obligated to work full-time unless the District agrees to another suitable arrangement.
- 23.4.5 Teachers participating in Job Shares shall both fully participate in all formal professional development trainings and activities which relate to their content area and at the discretion of the site administration. This excludes staff meetings and Wednesday Collaboration days.

23.5 Salary, Leaves, and Absences

- 23.5.1 Each teacher will receive one-half (1/2) of his/her annual salary according to individual placement on the salary schedule.
- 23.5.2 Teachers sharing an assignment shall accrue sick leave and other benefits at one-half (1/2) the normal rate.
- 23.5.3 The employee and the District's contribution to the retirement system shall be one-half (1/2) of that normally paid. Upon completing a year's work at half time, the teacher will receive one-half (1/2) year of service credit toward advancement on the salary schedule and one-half (1/2) year credit toward years of service in the State Teachers Retirement System ("STRS").
- 23.5.4 When a teacher in the shared contract program is absent, the person sharing the contract with that individual shall, whenever possible, substitute for the partner. When such a condition exists, there will be no deduction of sick or other leave. There will be a payback day charged to the absent teacher. A payback day is a day on which the absent teacher must substitute for the partner. The intent of this section is to ensure instructional continuity and to equalize payback days among the job-sharing teachers.
- 23.5.5 A teacher may not substitute for a partner for more than ten (10) days per year without District approval. If the absence cannot be covered by a payback day, it shall be charged to sick leave, or as is otherwise appropriate depending upon the reason for the absence.
- 23.5.6 Worker's compensation insurance shall be paid based on each employee's actual salary.

23.6 Health and Welfare Benefits

- 23.6.1 In no event shall the cost of health and welfare benefits for the job-sharing teachers exceed the amount the District would have paid if the position had not been shared.
- 23.6.2 The health and welfare benefit options desired by the job sharing teachers must be approved in advance by the District's health and welfare benefit providers. No sharing or waiving of benefits shall be allowed if disapproved by the District's benefit providers.
- 23.6.3 With regards to health and welfare benefits, the job sharing teachers must agree to one of the following options:
  - 23.6.3.1 **Option 1:** Each unit member may elect to receive health and welfare benefits by paying one-half (1/2) of the cost of such benefits and the understanding that the District will pay the remaining one-half (1/2) of such costs for each employee up to the

amount of District would have paid if the position had not been shared; or

23.6.3.2

**Option 2:** One job sharing teacher may receive the District's full health and welfare benefit package with the understanding that the other job sharing teacher is waiving his or her right to District-provided health and welfare benefits. If the job sharing teachers select this option, the job sharing teacher waiving his or her entitlement to health and welfare benefits must provide the District and its benefit providers with a written waiver of his/her health and welfare benefits in a form acceptable to the District and its benefit providers prior to the commencement of the job-sharing assignment.

23.6.3.3

**Revocation of Waiver:** If Option 2 is selected, the job-sharing teacher waiving his/her rights to benefits may revoke the waiver at any time. In this event, the job-sharing teachers shall be deemed to have selected Option 1 which shall then be implemented by the District, the job-sharing teachers, and the providers as soon as practical.

Salary Schedule, Appendix "A"

Dress Code, Appendix "B"

Band Stipend, Appendix "C"

Mentor Roles and Responsibilities for New Teacher Induction, Appendix E


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**Pioneer District Board of Trustees**

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Paul van Loon, Superintendent

October 13, 2022  
Date

  
Danielle Darpli  
President, Board of Trustees

October 13, 2022  
Date


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**Teachers Association**

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Alicyn Cawley  
President, Pioneer Teachers Association

October 13, 2022  
Date

## Appendix "A" - Salary Schedule

**Pioneer Union Elementary School District  
Certificated Employee Salary Schedule  
2022/2023**

	Certificated						Non Represented	
			Requires a Valid CA Teaching Credential					
Step	(BA) I	(BA+15) II	(BA) III	(BA+45) IV	(BA+60) V	(BA+75) VI	Psychologist/ Counselor	Registered Nurse
1	54,812	57,005	59,285	61,630	64,069	66,607	84,005	96,006
2	54,812	57,005	61,630	64,069	66,607	69,247	87,366	99,365
3	54,812	57,005	64,069	66,607	69,247	71,992	90,859	102,860
4	54,812	57,005	66,607	69,247	71,992	74,847	94,494	106,495
5	54,812	57,005	69,247	71,992	74,847	77,819	98,275	110,275
6	54,812	57,005	71,992	74,847	77,819	80,905	102,206	114,206
7	54,812	57,005	74,847	77,819	80,905	84,117		
8	54,812	57,005	77,819	80,905	84,117	87,455		
9	54,812	57,005	80,905	84,117	87,455	90,930		
10	54,812	57,005	84,117	87,455	90,930	94,541		
11	54,812	57,005	84,117	90,930	94,541	98,299		
12	54,812	57,005	84,117	90,930	98,299	102,206		

**Longevity\***

15 yrs 1%		99,282	103,228	
20 yrs 2%		100,285	104,271	
25 yrs 3%		101,337	105,365	
30 yrs 4%		102,471	106,544	

Benefit Cap: \$14,911.80 effective 10/1/2022

Board Approved: 10/12/22

1 - 19 days Consecutive days w/ same teacher	\$ 150.00	daily
20 + days Consecutive days w/ same teacher	\$ 160.00	daily

## **Appendix "B" - Dress Code**

The Staff recognizes the importance of positive role models for the students of the Pioneer Union Elementary School District. We also recognize that compliance with these guidelines is subjective and the District/Administration and Association will work together to evaluate such situations on a case by case basis. The guidelines for appropriate dress include:

All clothing shall be neat, clean and acceptable in repair and appearance. Dress will be within the bounds of decency, modesty, and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times. Articles of clothing, clothing styles or shoes, which present a hazard to the health or safety of the employee or are disruptive/distracting to the educational practices are not acceptable.

Haircuts, hair styles, and make-up which features unusual or extreme colors to the extent they are disruptive to the educational process are not acceptable.

Dress may vary depending upon special activities at each work site.

Examples of Professional and Unprofessional Dress:

### ***Professional***

Dresses, skirts, skorts, or split skirts

Slacks, pants

Shorts- only for PE, field trips, special school activities, or when school is not in session. No more than 2" above the knee

Sweaters- non revealing

Sweatshirts- decorative Tops -  
plain or decorative

Jeans with collared shirt/sweater/blouse

Hats, caps or other types of head coverings worn outdoors or when worn for health reasons or as a part of the school uniform

### **Unprofessional dress**

Revealing and/or distracting tops and dresses

Halter tops

Bare midriff

See-through outfits

Off shoulder

Spaghetti straps

Sweat pants/lycra shorts or pants/shorts (except for PE)

Jogging suits (except PE)

## **Appendix "C" - Band Stipend**

In addition normal daily duties, the band director shall perform the following duties for a stipend of \$2,000 per school year.

- Rehearse Marching Band Color Guard 1-3 times prior to the first day of school.
- Supervise the Marching Band/Color Guard at 4-5 Parades/Reviews
- Supervise the Marching Band/Color Guard in 1-2 evening performances
- Supervise all 6th, 7th, 8th band students at the fall, winter, spring, & graduation concerts
- Supervise the jazz band 3 - 5 performances in the community
- Supervise the jazz band at 1 Saturday jazz festival
- Supervise students at Honor Band activities (County & State)
- Supervise Drumline and Color Guard rehearsals as needed
- Hold open band room one day a week, after school until 4 p.m. as needed/available
- Organize and supervise 5th/6th band parent orientation meetings and rental night
- Supervise 5th grade band students at 2-3 evening concerts

## Appendix D

### ● Mentor Roles and Responsibilities for New Teacher Induction

I understand my work as a Mentor is crucial to the success of the KCOE New Teacher Induction Program. I agree to assume certain responsibilities for facilitating the successful implementation and operation of the New Teacher Induction Program, including, but not limited to:

1. Work collaboratively with assigned Candidate(s), site, and New Teacher Induction Program staff.
2. Commit to work with Candidate(s) for at least two years.
3. Work collaboratively with assigned Candidate(s) by meeting a minimum of 1 hour per week for planning, coaching, problem solving assistance, facilitating reflective practice, working on the ILP and completing program requirements.
4. Understand the Candidate's failure to complete requirements in a timely manner may result in possible meetings with KCOE NTI staff and/or notification to Candidate's site administrator.
5. Provide on-site support to Candidate(s) through lesson development, lesson observation, lesson demonstration, and student work analysis as may be appropriate.
6. Participate in all Mentor trainings and other related events or activities to acquire the skills needed to provide specific support based on the California Standards for the Teaching Profession (CSTP).
7. Complete and submit weekly logs via InductionSupport.com.
8. Create Logs on InductionSupport.com weekly. Logs will be read at the end of each month. Mentor and Candidate will receive email notification if the expectation for hours/documentation has not been met. If no action is taken and logs are not up to date within the following month, district contact will be emailed.
9. Participate in local and state evaluation activities of the New Teacher Induction Program and its operation (i.e. CCTC and local program surveys, questionnaires, and interviews).
10. Guide and assist Candidate(s) to develop, implement, and periodically revise an Individualized Learning Plan (ILP) and collect evidence required for credential completion.
11. Assist Candidate(s) in collecting and demonstrating all required evidence demonstrating progress toward professional growth goals as they relate to the CSTP, state-adopted frameworks and adopted curriculum.
12. Understand and agree to the following: (A) a stipend may be available from my school district for work performed outside of regular work hours, completion of program requirements, and required documentation; (B) my failure to fully perform or submit documents on time may result in a loss or reduction of the stipend, if any stipend is provided by my district; (C) the participation of Candidate(s) in the Induction program will have no bearing on, and play no part in, Candidate's formal evaluation process; and (D) Mentor effectiveness survey information will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future individual nomination.
13. Maintain appropriate confidentiality and professional discretion concerning the work with Candidate(s).
14. Contact the New Teacher Induction Program Staff at the earliest opportunity as outlined in the KCOE NTI handbook (see page 42), if there is a request for reassignment or dissatisfaction occurs of Mentor/Candidate.

I have read and understand what to expect in my role as an Induction Mentor and would like to participate in KCOE New Teacher Induction.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

School District: \_\_\_\_\_

School: \_\_\_\_\_



### Weekly Intern Coaching Logs and Requirements

Under the requirements of the intern program, each Intern must attain at least 2 hours of coaching and support services each week. An additional 45 minutes per week is required for Interns who teach EL students. The assigned Coach and Intern are responsible for documenting the times and activities meeting the requirements. Support focuses on lesson planning, best instructional practices, standards based instruction, classroom management, EL student support, problem solving, special education student needs, intervention and differentiation, logistical help (such as bulletin boards, seating arrangements, material acquisition, parent conferences, report cards, Illuminate, etc.), assessment results and student data, SDAIE techniques, scaffolding, etc.

Activities that qualify towards the 2+ hours per week include, but are not limited to: meetings between the coach and intern; coaching (not evaluative) meetings between the administrator and intern; demonstration lessons; classroom observations; PLC meetings (see note); Wednesday early release meetings; new teacher orientation; planning meetings with special education teachers, EL instructors/teachers, Title I intervention teachers; workshops and professional trainings; watching and discussing teaching videos; and professional development in best practices of EL students. For the middle school, daily common collaboration time **DOES NOT** toward the required support time. **NOTE:** PLC meetings shall not be used to address intern specific topics and needs. PLC time does count toward intern support time, but specific coaching and assistance directed specifically for the intern needs to be done outside of the PLC meeting time.

Week	Date	Time	Provider	Activity
Staff days and short 1st week				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

The Coach must schedule one observation of the intern during this trimester. The observation must be at least 45 minutes long and focus on best practices, standards based instruction, differentiation, EL students, SDAIE strategies, and/or classroom management.

The Coach and Intern will meet within one or two days of the observation to discuss teaching strategies, content, classroom management, etc. The conversation should focus on growth, improvements, and goal setting.

During the same trimester, after the coach's observation, the Coach and Intern must schedule one modeled lesson, where the Coach models a standards-based lesson in the Intern's classroom demonstrating some of the techniques, skills, and recommendations discussed from the observation.

These requirements count toward coaching minutes.

Sign and turn in the Coaching Log at the end of the trimester to Nicole Hester, Director of Student Support Services at the Pioneer Union Elementary School District office. If you have questions, please call 585-2400 ex. 4112

Support Provider signature and date	Intern signature and date
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