

Agreement Between  
The  
Pioneer Union School District Board of Trustees  
And The  
Pioneer Faculty Association

Effective Date: July 1, 2023

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## **ARTICLE I: AGREEMENT**

**1.0** This Agreement is entered into July 1, 2023 between the Governing Board of the Pioneer Union School District of Somerset, California, hereinafter referred to as the "District," and the Pioneer Faculty Association, hereinafter referred to as the "Association."

## **ARTICLE II: RECOGNITION**

**1.0** The District recognizes the representative for those certificated employees working under yearly contracts to be the Pioneer Faculty Association. Specifically excluded from representation are non-certificated employees and certificated employees who are management, supervisory, or administrative.

## **ARTICLE III: EMPLOYEE RIGHTS**

### **1.0 Use of School Facilities**

**1.1** The Association shall have the right to make use of facilities for Association business before or after school hours.

**1.2** The Association may use school equipment for Association business (not including supplies) when such equipment is not otherwise in use, provided the equipment remains on premises.

**1.3** The Association shall have the right to use the District mail service and teacher mailboxes for Association business.

### **2.0 Teacher on Special Assignment**

**2.1** No certificated employee shall be required or compelled to fill any "teacher on special assignment" position.

(Board Approved Addition 10/09/2014)

## **ARTICLE IV: PAYROLL DEDUCTIONS**

**1.0** The District will provide for the deduction from the pay of Association members for the purpose of making remittance for annuities, Section 125 payments, credit union deposits, insurance premiums, and Pioneer Faculty Association membership dues.

## **ARTICLE V: LEAVES**

### **1.0 Leave of Absences - Illness**

**1.1** Each full-time certificated employee has ten days of sick leave per school year, which is accumulated from year to year without limit.

**1.2** When mandatory sick leave has been exhausted, and the employee is absent because of illness or accident, the amount due him shall be the difference between the employee's salary and the salary of the substitute for a period not to exceed five school months. In no case shall the regular employee's deduction exceed his regular salary.

**1.3** Employees shall inform the principal's office, or such other person as may be designated, of their illness. The employee shall be responsible to arrange for the appropriate substitute coverage for the duration of the illness.

**1.4** If an employee is absent five (5) consecutive school days or more, they may be required to obtain a doctor's release to return to work. (Education Code 44978)

**1.5** Transfer of the teacher's accumulated leave of absence for illness or injury is provided for when the teacher changes employment from one district to another. Governing boards are prohibited from requiring any certificated employee transferring to their districts to waive any part or all of the accumulated leave to which the teacher is entitled.

**1.6** Donation of Sick Leave (Exhibit A - AR 4161.9, 4261.9, and 4361.9)

Any certificated employee (donor) who has accumulated sick leave pursuant to Education Code Section 44978 may donate up to 10 days per year of such accumulated sick leave days to another employee (donee), as the case may be, provided:

1. The donor has accumulated sick leave pursuant to Ed. Code Sec. 44978.
2. The donee has exhausted all of his/her accumulated sick leave, CTO, and vacation.
3. The donor has completed a Request to Donate Leave form.
4. The District, at its discretion, has given prior approval of said transfer of sick leave.

The District's authorized agent for approval of sick leave is the superintendent or his/her designee.

## **2.0 Bereavement Leave**

**2.1** Each employee is entitled to five (5) days of bereavement in addition to their sick leave in the case of death of any member of his/her immediate family, or his/her spouse's immediate family, or five (5) days if out of state travel is required.

**2.2** Members of the immediate family shall mean: spouse, mother, father, step-parent, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchildren, foster children, foster parent, other minors for whom the employee has primary custodial care responsibilities, a person who stood as in loco parentis to the member or for whom the member served as in loco parentis, or domestic partner of the employee.

### **3.0 Personal Leave**

**3.1** Leaves of absence without pay not to exceed one year may be granted in writing by the employer upon the recommendation of the superintendent. It is a condition to the granting of personal leave that the employee on leave must notify the District in writing not later than March 1 whether or not he intends to return the following academic year.

**3.2** Salary - No salary increment shall be granted for time spent on personal leaves of absence. Earned column movement will be allowed. The employee may continue district group benefit programs at employee's expense when on such leave.

**3.3** Employees on long term leave must resign their position in the Pioneer Union School District if they accept a position in another educational district, agency, or entity within the job classification from which they were granted leave.

### **4.0 Court Leave**

No salary deductions will be made for absence when:

**4.1** Subpoenaed to be a witness in court in a case in which the employee is not an interested party.

**4.2** Regular employees who are called for jury duty shall receive their school district salary during their absence, but shall assign their jury duty pay to the District. The remittance to the employer need not include travel allowance.

### **5.0 Industrial Illness and Accident Leave**

#### **5.1 Absences and Leaves**

It is the policy of the employer to provide for industrial accident and illness leaves of absence for employees of the District as provided by Education Code 44984.

#### **5.2 Reporting**

The employee shall immediately contact their supervisor and the District office to report any injuries occurring at work. The employee will contact the field intervention nurse.

### **6.0 Military Leave**

**6.1** Certificated employees who enter the military service of the United States or the State of California are entitled to a military leave.

**6.2** Within six months after an employee honorably leaves the service, the employee is entitled to their former position at a salary they would have received had they not been on

military leave. Certificated employees ordered into military service are entitled to one month's pay from the school district if one year of service has been rendered in the District. Members of the National Guard are entitled to leave without regard to the length of this public service. (Military and Veteran's Code)

## **7.0 Sabbatical Leave**

**7.1** Upon request, the District may grant an employee an unpaid leave of absence of up to one year for study, which will ultimately benefit the pupils and the school district.

**7.2** An applicant for sabbatical leave must have rendered service in the District for at least seven consecutive years immediately preceding the sabbatical leave, and not more than one school year's leave, or its equivalent, shall be granted in each seven-year period. (Education Code, Section 44967)

**7.3** The number of employees on sabbatical leave at one time shall not exceed one.

**7.4** Sabbatical leaves are at the discretion of the District. Such leave does not affect classification and does not constitute a break in service. However, this absence does not count as a part of the probationary period required as a condition precedent to classification as a permanent employee.

## **8.0 Pregnancy Disability Leave**

**8.1** A sick leave absence with pay will be granted for a disability caused by pregnancy when the attending medical provider certifies that the employee is physically disabled and cannot perform regularly assigned duties. Pregnancy disability absence shall be charged to sick leave and/or extended disability in the same manner as other illness absences.

**8.2** To be eligible for pregnancy leave (PDL), employees may be suffering from severe "morning sickness" or need to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition.

**8.3** The employee must return to work (or begin a baby bonding leave) not later than the beginning of the week following the medical provider's verification that the employee is released to return to duty, which shall be no less than six (6) weeks for a vaginal birth and eight (8) weeks for a C-Section birth (for a maximum of four (4) months pre and post birth). An employee who wishes to remain absent from duties beyond the periods of disability may request parental bonding leave per 9.0 below.

**8.4** The period of paid absence shall be limited to that period of medical disability as verified by the medical provider.

**8.5** At the option of the employee, the employee may request maternity leave of absence without the use of sick leave provisions in order to preserve accumulated sick leave days. If the employee elects not to use sick leave, they shall receive differential pay.

**8.6** Upon release, the paid absence shall be limited to that period of medical disability as verified by the medical provider.

## **9.0 Parental Bonding Leave**

**9.1** During the first twelve (12) months of an employee's child's birth, adoption, or placement for adoption or foster care, the employee may take the balance of the 12-week period in the subsequent school year pursuant to 44977.5 Section 2 of California Education Code.

**9.2** When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. The compensation a certificated employee shall receive shall be no less than fifty percent (50%) of their regular salary for the remaining portion of the 12-workweek period of parental leave after all available and accrued sick leave is exhausted. The District shall comply with all components of California Education Code Section 44977.5.

**9.3** In addition to the 12 weeks of paid child care leave (as described above), an employee may apply for and be granted up to one year of unpaid child care leave. The employee shall have the option, at employee expense, to continue the District's health care coverage during this period of time.

## **10.0 Lactation Accommodation**

**10.1** Employees have a right to reasonable break time to express milk. If an employee needs additional break times to express milk, it must be allowed. The District will provide private lactation space, free from intrusion, in close proximity to the employee's work area. It may be the employee's normal work area if the space meets the lactation requirements, but shall not be a bathroom stall.

### **11.0 Personal Necessity/No Tell Days Leave**

An employee may elect to use up to seven (7) days of accumulated sick leave for personal necessity as “No Tell Days” during any school year.

Occasional permission for leaves of less than one hour may be granted by the superintendent or principal without utilizing the employee's personal necessity leave.

### **12.0 Discretionary Leave**

An employee shall be granted one (1) day of discretionary leave per year for the purpose of fulfilling a personal responsibility which is beyond the scope of the personal necessity leave. Advance permission shall not be required for the leave (except in the case of staff development days and/or other meetings or training which are of overall benefit to the District) as it may be taken at the discretion of the employee. However, it is requested the employee notify the District two (2) weeks in advance. Such discretionary leave may not be accumulated from year to year. Teachers not using this day shall be entitled to an amount equal to one day of substitute pay each year.

### **13.0 Disability Leave**

When an employee is absent from his/her duties due to illness or accident for a period of five months or less, the employee shall first be required to use all regular sick leave and other leave. The employee shall then be entitled to the difference between his/her salary and the amount a substitute would be paid (whether a substitute employee was employed or not).

### **14.0 Family School Partnership Act**

Employees are entitled to take up to forty (40) hours of leave each year, but not more than eight (8) hours per month for school-related activities. Employees' children in TK-12 or in a licensed day care program are covered under this section. Employees must give reasonable notice and may take unpaid time off or use existing accrued time for Family School Partnership Act leave. This leave may also be used for child care or school emergencies, such as an illness, a behavior problem, or closure. If both parents work for the District, only the first parent to request time may be approved time off under this section. Leaves regarding religious observances, participation in a child's school or day care activities, etc. are addressed in Board Policy 4161 (Exhibit B).



## **15.0 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves**

### **15.1 Entitlement to Leave**

An employee shall be entitled to family care and medical leave as set forth in Government Code 12945.2 (California Family Rights Act) and the Family and Medical Leave Act of 1993 (FMLA) if the employee has worked for the District for at least twelve (12) months and has worked at least 1,250 hours.

### **15.2 Use of Sick Leave**

For leave allowed under this Article other than for employee illness, an employee shall substitute any of the employee's accrued sick leave. If an employee takes leave under this Article because of the employee's own serious health condition, the employee shall substitute accrued sick leave during the period of leave. In no case, however, shall an employee be required without agreement by the employee to use sick leave during a period of leave in connection with the birth, adoption or foster care of a child, or to care for a child, parent, or spouse with a serious health condition. For intermittent or reduced schedule leave, time shall be deducted in one (1) hour increments.

### **15.3 Payment of Health Premiums**

The District shall continue paying the premium costs to maintain group health plan coverage for the duration of leave granted under this Section. The District may recover the premium paid for maintaining group health plan coverage for the employee for the duration of any leave granted under this Section if both the following conditions occur:

- A.** The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- B.** The employee's failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under this Section, or other circumstances beyond the control of the employee.

### **15.4 Advance Notice of Leave**

If the employee's need for a leave pursuant to this Article is known, the employee shall provide the District with thirty (30) calendar days advance notice, or as many days as possible, of the need for the leave.

## **15.5 Health Care Provider/Certification of Leave**

**A. Child, Spouse, Domestic Partner (CFRA) or Parent Care:** An employee's request for leave to care for a child, a spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, a person who stood as in loco parentis, who has a serious health condition shall be supported by a Certification issued by the health care provider of the individual requiring care.

**B. Employee Illness:** An employee's request for a leave because of the employee's own serious health condition shall be supported by a Certification issued by his/her health care provider.

## **15.6 Amendment of Statutory Law**

This article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code 12945.2, the FMLA, or any other applicable law.

## **16.0 Liability of School Board and School District – Education Code, State of California, Section 44974**

"Both the governing board of any district and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in the position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions of Sections 44962 to 44976, inclusive."

## **ARTICLE VI: EMPLOYEE HOURS**

### **1.0 Duty Time**

**1.1** Employees assigned to Pioneer Elementary, Walt Tyler Elementary, or Mountain Creek Middle Schools will arrive one-half hour prior to the school start time. A certificated workday for Pioneer Elementary and Mountain Creek Middle Schools is defined as 6.75 hours, excluding lunch. An employee may leave before the end of the workday with prior approval of the superintendent or designee.

For the lead teacher and non-lead teacher assigned to Walt Tyler School, the Board recognizes that instructional and teacher work hours at Walt Tyler School may change from year to year as a result of district transportation or other needs and shall calculate the length of the lead teacher and non-lead teacher's workday annually and will make adjustments to salary, if necessary, using a consistent computational model.

**1.2** Friday staff development shall end one-half hour before the end of the contract day on all but one (1) Friday per month (holidays excluded), on which the District may schedule staff development until the end of the contract day.

The administration shall strive to distribute meeting agendas at least two (2) days in advance.

Employees, including the administrator, if applicable, are expected to be on time for the start of all sessions based on the developed agenda for the staff development time unless they have a scheduled duty or are otherwise excused by their supervisor.

## **2.0 Availability**

Employees shall be available on a reasonable basis for student conferences, parent conferences, and other professional responsibilities after their last assignment when deemed necessary by the administrator.

## **3.0 Break Periods**

**3.1** Employees shall be provided with a thirty-five (35) minute duty-free lunch break period.

**3.2** Employees shall be provided with at least one (1) fifteen (15) minute duty-free morning break period between the beginning of instructional time and lunch. This does not prohibit an employee from being assigned a duty prior to the start of instructional time.

(Board Approved Revision 06/10/2010 to Article VI, Sections 1.2, 3.1 & 3.2)

## **4.0 Prep Time**

It is the goal of the District to provide each teacher with preparatory time during the school day. Full-time teachers have a preparation period each work week, scheduled within the student school day of their assigned work site.

- TK-3: no less than sixty (60) minutes
- 4-5: no less than ninety (90) minutes
- 6-8: no less than two hundred (200) minutes

Preparation time shall be as equitable as possible between all teachers at the school site. The schedule of prep will be determined by site administrator who shall seek input from an Association appointed representative from each grade level span and prep periods shall be rotated year to year at the middle school and on a trimester basis at the elementary school.

## **5.0 New Students**

Teachers will be notified by noon on the day prior to the placement of a new student in their class. Teachers will be paid up to one (1) hour of extra services pay for each new student placed in their class by completing the online, fillable Extra Service Pay form. At the Middle School level this will be done by the Homeroom teacher. During this time (up to one (1) hour) teachers can meet with the new student and parent, set up needed technology, organize all needed classroom materials, provide welcome packet and review the cumulative file, health information, IEPs/504s, etc.

## **6.0 Prepping for Students with an IEP**

Administrators will work with case managers at the start of the school year to ensure there is a specific process to provide teachers with the necessary information for the teachers with students with IEPs. This case manager meeting will occur within the first three (3) days before the start of the school year during the pre-service period.

## **7.0 Class Size**

It is the goal of the District to keep sizes at or below the following student ratios (excluding Physical Education and Performing Arts):

- Tk-3: 24 students
- 4-8: 32 students

When allocating aide time, the District will prioritize combination classes, large classes, and student needs.

## **8.0 Emergency Closure**

“Emergency Closure Days” are days on which the District schools are closed by the Superintendent, or a designee, due to circumstances beyond the control of the District. Closure days shall be called for the safety of staff and students, as determined by the District. “Compensation” for this Article shall mean a unit member’s per diem wage, not including fringe benefits. “Makeup Days” are days that are calendared, in advance, and utilized as student contact days in the event of Emergency Closure Make-Up Days.

1. Every effort will be made by the Superintendent, or a designee, to determine Emergency Closure Days as far in advance as the District has the information.
2. In the event that an Emergency Closure Day is required, and notice to staff is delivered after the start of the duty day, certificated unit members will be paid at the unit member’s per diem hourly rate for hours worked, with a one-hour minimum.
3. Beginning with the first day of instruction, unit members may work in at least half-hour increments during non-contract time to apply to any Make-Up Days in

the event that Emergency Closure Days exceed the number of calendared Make-Up Days. Unit members shall complete and return a timesheet to the District for approval by the site administrator by the last date of every month for every month in which makeup work is performed. Approval shall not be unreasonably withheld. If there are no Emergency Closure Days that exceed the number of calendared Make-Up Days in a given school year, any time worked to fulfill Make-Up Days shall not be compensated or applied to any Emergency Closure Days in another school year.

## **9.0 Minimum Days**

Teachers shall have a super minimum day in the same month as the end of the trimester dedicated to report card production.

(Board Approved Revision 05/08/2025 to Article VI, Sections 4.0, 5.0, 6.0, 7.0, 8.0, 9.0)

## **ARTICLE VII: ADJUNCT AND EXTRA-CURRICULAR DUTIES**

### **1.0 Duties**

**1.1** Professional duties include: Back-to-School Night, parent conferences, SBA-sponsored dances, classroom celebrations, open house, pre-service and in-service days, regularly scheduled teachers' meetings, Kindergarten Round-Up, and field trips on regular school days. Furthermore, SSTs, 504s, IEPs, and grading District Writing Assessments are professional duties that are unpaid until 3:30 p.m. After 3:30 p.m., all certificated employees shall be paid extra-services pay. Certificated employees shall also be paid extra-services pay when pre-service days, in-service days, and regularly scheduled teachers' meetings go beyond the end of the contracted day. Professional duties shall not go beyond 8:00 p.m., excluding sixth grade science camp, eighth grade graduation, SBA-sponsored dances, band activities, and field trips.

(Article VII, Section 1.1, Board Approved Revisions: 06/23/11, 10/09/14)

**1.2** See Exhibit D for the mutually adopted "Extra-Curricular Duties."

**1.3** Extra-services pay shall activate when duties arise that are not mentioned in Section 1.1 or not explicitly outlined in "Extra-Curricular Duties" (Exhibit D). If a teacher is requested by administration to work beyond contract hours, he/she shall receive extra-services pay. Examples of duties that may be covered include attending meetings outside of contract hours, completing independent study contracts for students on extended leave, kindergarten assessments, Saturday School, and Home Hospital.

Requests to administration to approve extra-services pay for duties not listed may be made and approved at the discretion of the Superintendent/Principal. The Superintendent/Principal may also post extra duties for extra-services pay for teachers to voluntarily accept.

**1.4** Extra-services pay shall be thirty-five dollars (\$35) per hour. Extra Services Forms are to be initiated and completed by the teacher in the month the services are rendered.

(Article VII, Section 1.4, Board Approved Revision: 10/09/14)

**1.5** The District shall not compel certificated staff members to take on any extra-curricular duties not included in this agreement.

**6.0** A lead teacher shall serve as administrative designee for the school in the absence of the superintendent and/or principal. The lead teacher stipend shall be 5% of his/her annual salary. The lead teacher shall serve ten (10) days in addition to the number of contracted days and will be paid at the teacher's certificated per diem rate for these days.

(Article VII, Section, 1.6, Board Approved Revision: 09/10/15)

**1.7** A non-lead teacher serving as administrative designee for the school in the absence of the superintendent, principal, and lead teacher shall receive an annual stipend of \$250 for the service. The administrative designee position on a campus may be shared between two teachers assigned to that campus. In such cases, each teacher in the shared position shall receive an annual stipend of \$125.

## **ARTICLE VIII: TRANSFERS**

### **1.0 Transfers - Voluntary**

**1.1** The Association agrees that the principal is authorized under Education Code Section 35035 to make assignments of all employees to vacant positions based upon the needs of the District and the qualifications of the teachers involved. The District shall attempt to honor requests for voluntary inter-grade transfers when the training, experience, and the abilities of the requesting employee match the vacant position job specifications.

### **2.0 Transfers - Involuntary**

**2.1** Before considering certificated staff for involuntary transfers, the administration shall first solicit voluntary transfers. These requests shall be considered before initiating any involuntary transfers. When all other credential qualifications and other circumstances, as determined by administration, are equal, seniority shall be considered in making involuntary transfers.

**2.2** When a teacher is required to take examinations and/or specific courses as a result of an involuntary transfer to a different grade level/subject matter area, the District will cover the cost of these examinations, specific courses, and required unit costs. Furthermore, in recognition of the time spent in such specific courses, the teacher will receive a one-time stipend of \$200 per semester unit. All courses and required units must receive prior written administrative approval.

(Article VIII, Section 2.2, Board Approved Revision: 09/13/07)

## **ARTICLE IX: GRIEVANCES**

### **1.0 Definitions**

**1.1** A "grievance" is a dispute that may arise involving the interpretation, application, or violation of the agreement.

**1.2** A "grievant" may be any employee of the employer covered by the terms of this agreement.

**1.3** A "day" is any day in which the Pioneer School, Walt Tyler School, or Mountain Creek Middle School is open for business.

**1.4** The "immediate supervisor" is the superintendent or principal of the District having authority to adjust grievances.

### **2.0 Informal Level**

**2.1** A grievant must first attempt to resolve the issue by an informal conference with the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which formed the basis for the grievance — which in no case will be more than thirty (30) calendar days.

### **3.0 Formal Level I**

**3.1** Within ten (10) days after the time period expires at the informal level, the grievant must present the grievance in writing to the immediate supervisor.

**3.2** This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, the citation of the specific article, section and paragraph of this agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

**3.3** The principal or supervisor shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance. If the superintendent or principal does not respond within the time limit, the grievant may appeal to the next level.

#### **4.0 Formal Level II**

**4.1** In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the superintendent within ten (10) days following his receipt of response at Level I.

**4.2** This appeal should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal.

**4.3** The superintendent shall conduct a thorough review of the grievance and shall render a decision to the grievant within ten (10) days.

#### **5.0 Formal Level III**

**5.1** In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Governing Board within ten (10) days, or at the next regularly scheduled Governing Board meeting.

**5.2** This appeal should include a copy of the original grievance for the appeal.

**5.3** The Governing Board shall conduct a review of the grievance and shall render a decision to the grievant within thirty (30) days.

#### **6.0 General Guidelines**

**6.1** An employee may be accompanied by an advisor, Association Representative, or counsel of his/her choice and at his/her expense at any level of the procedure.

**6.2** Either party, by mutual written agreement, may either extend or decrease the time limits within this procedure.

### **ARTICLE X: EMPLOYEE EVALUATION PROCEDURES**

#### **1.0 Professional Objectives (STULL)**

**1.1** On District-provided forms (Exhibit E), each temporary or probationary employee and each permanent employee scheduled for evaluation during the current academic year must complete the forms by the end of the third week of school.

**1.2** A designated administrator will review the completed professional objectives document with the employee at a specifically scheduled time. This process will be completed by the end of the fifth week of school.



1.3 Employees will monitor progress on their professional objectives and will provide either a final written or verbal self-assessment, with supportive data, to the designated administrator on or before the summary performance evaluation meeting.

(Article X, Section 1.3, Board Approved Revisions: 06/23/11, 09/15/11)

1.4 The final written self-assessment of professional objectives will be considered in the employee's summary performance evaluation.

## **2.0 Evaluation**

**2.1** Temporary and probationary employees shall receive a summary performance evaluation annually. Permanent employees shall receive a summary performance evaluation at least once every two years. However, permanent employees who currently have "Highly Qualified" status in the District and have ten (10) years of successful district service may be evaluated every five (5) years (EC 44664). This will be at the discretion of administration. More frequent evaluations shall be at the discretion of the designated administrator.

(Article X, Section 2.1, Board Approved Revisions: 06/23/11, 09/15/11)

**2.2** Using District-developed forms (Exhibit F), employees scheduled for evaluation will be formally observed by the designated administrator at least once for permanent employees and twice for temporary and probationary employees.

**2.3** All formal classroom observations shall be completed and formally debriefed/reviewed by the designated administrator with the employee in a pre-scheduled, uninterrupted meeting, by March 15 of the academic year. No formal classroom observations shall occur after the summary performance evaluation in a given academic year.

(Article X, Section 2.3 Board Approved Revisions: 06/23/11, 09/15/11)

1. Performance strengths and/or areas for growth/improvement will be discussed during the meeting resulting from either formal or informal observation. Identified areas for growth/improvement will be noted in writing with specific support, assistance, and/or training needs listed. These areas will be addressed in future correspondence or meetings.

**2.4** Professional objectives and observation data (formal and informal) will be used by the designated administrator to complete the summary performance evaluation document.

(Article X, Section 2.4, Board Approved Revision: 09/15/11)

**2.5** The District will use a professional, standards-based evaluation document (Exhibit G).

(Article X, Section 2.5, Board Approved Revision: 09/15/11)

**2.6** Summary performance evaluations, using the District evaluation document, will be reviewed in person during a meeting between the employee and designated administrator prior to April 15 of the academic year.

(Article X, Section 2.6, Board Approved Revision: 09/15/11)

**2.7** The summary performance evaluation document shall clearly state if the evaluation rating is satisfactory or not and, if not, state that there will be salary implications if applicable.

(Article X, Section 2.7, Board Approved Revision: 09/15/11)

**2.8** Certificated employees receiving an unsatisfactory summary performance evaluation shall not advance or be granted a step increase for the following year. A certificated employee receiving an unsatisfactory summary performance evaluation shall be scheduled for evaluation, development of a remediation plan, and monthly meetings from September through March with the evaluator to review progress and/or areas of needed improvement with written and signed minutes of each meeting during the year following the unsatisfactory summary performance evaluation. At such time as an affected certificated employee receives a satisfactory summary performance evaluation subsequent to an unsatisfactory summary performance evaluation, the employee shall be entitled to advance to the next applicable step of the salary schedule.

Any certificated employee who receives an unsatisfactory summary performance evaluation shall forfeit his/her longevity factor until such time as he/she subsequently receives a satisfactory summary performance evaluation, at which time his/her longevity factor shall be prospectively reinstated.

(Article X, Section 2.8, Board Approved Revision: 09/15/11)

**2.9** The District will assist employees with credential renewal. The primary and professional responsibility shall remain with the employee.

## **ARTICLE XI: EMPLOYEE SAFETY**

**1.0** The employer shall provide safe working conditions for all employees within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

**2.0** The responsibility for safe working conditions is that of the employer, and the responsibility for the maintenance of safe procedures and practices is that of the employee.

**3.0** It is the responsibility of each employee to report any suspected safety hazards to the appropriate administrator.

## **ARTICLE XII: SALARIES AND BENEFITS**

**1.0** Employees covered by this agreement shall be paid salaries as provided in the attached salary schedule (Exhibit H), providing they have an appropriate teaching credential.

**2.0** Tentative requests for unit advancement for the next school year must be submitted to the Superintendent by June 1. There are two-unit advancement methods in which an individual can advance on the salary schedule:

- Upper or lower division units relevant to the subject(s) being taught with prior administrative approval in writing (using Certificated Employee Request for Course Approval Form).
- Continuing Education Units (non-purchased) or Professional Development (15 hours = 1 semester unit) with prior administrative approval in writing (using Certificated Employee Request for Course Approval Form).

Official documentation, official transcripts, or grade cards verifying additional units and/or hours must be submitted to the Superintendent no later than August 1, in order that credit may be given for the additional units for that school year.

(Article XII, Section 2.0, Board Approved Revision: 04/12/2018)

**3.0** The District shall provide medical, dental, and vision insurance. The District contribution "cap" shall be \$650.00 per month for medical benefits for full-time employees. Vision benefits are not included in the medical cap, and the premium is paid solely by the District. The monthly cap for dental insurance shall be \$68.00. Costs above the medical "cap" and dental "cap" will be paid by the employee. Part-time employees (50% and above) will have a District medical contribution pro-rated according to the percentage of time they are employed. (Employee pays remainder.) No District contribution is provided for less than 50%-time employees.

### **4.0 Medical Compensation:**

**4.1** Full-time employees who select a district medical plan with premiums less than the "cap" shall be entitled to 100% of the cost difference between their plan and the "cap."

**4.2** Teachers sharing a full-time contract shall be entitled to 100% of the "cap" based upon their individual percentage of the full-time contract, under this section.

## **5.0 Early Notification Benefit**

**5.1** Effective the start of the 2025-26 school year, certificated staff who have been with the District for at least ten (10) years of full-time equivalent (FTE) satisfactory service, are eligible for retirement per STRS eligibility requirements, and will retire at the end of the school year, are eligible for the following benefit for early notification of resignation or retirement.

**5.2** Resignations or retirement notifications received as result of this provision will be considered irrevocable once approved by the Board.

**5.3** In order to plan for the upcoming school year, the District shall offer an additional Early Notification Benefit to eligible certificated staff. Eligible unit members must be at least 55 years of age on or before the 1st day of the school year in which they apply for retirement, and must have at least 10 years of service with the District to be eligible to submit their irrevocable letter of resignation to receive the benefit.

**5.4** Members who submit an irrevocable letter of resignation to the District Office by 4:00 PM on the last workday of September of the school year in which they intend to retire, will receive an additional \$400 per each full-time year of service, pro-rated to FTE, not to exceed 30 years.

**a.** The letter of resignation must state that the resignation will become effective by June 30 of that school year.

**b.** Participating unit members will be paid the Early Notification Benefit on or before June 10 of that school year.

(Article XII, Section 5.0, Board Approved Revision: 5/8/2025)

## **6.0 Combo Classes**

At times, for financial and other reasons, a combination class will need to be established.

**6.1** If a combo class is established, the teacher will receive a \$1500 stipend with no guarantee of instructional aide time for as long as the class is organized as a combo class.

**6.2** For the purposes of this section, a combination class is defined as a self-contained classroom with two grade levels; i.e., TK/K, K/1, 1/2, 2/3, 3/4, or 4/5.

**6.3** If at all possible, a teacher will not be required to teach a combo class two years in a row.

### **ARTICLE XIII: DUTY DAYS**

**1.0** All full-time employees are required to be on duty 184.5 days during the school year as established by the district-approved school calendar.

### **ARTICLE XIV: PART-TIME EMPLOYEES**

**1.0** Part-time employees are those under contract for less than the full school day or school year.

**1.2** Health benefits in this agreement will be pro-rated based on the percentage of the full contract (i.e., sick leave, discretionary day, other applicable leaves, health benefit "cap").

**1.3** Remuneration for part-time employment will be based upon a percentage of a full contract.

### **ARTICLE XV: SAVINGS CLAUSE**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **ARTICLE XVI: RE-OPENERS**

**1.1** It is understood and agreed that all sections of this agreement may be negotiated annually.

### **ARTICLE XVII: MISCELLANEOUS**

**1.0** Any past agreements between the Pioneer Faculty Association and the Pioneer Union School District Board of Trustees are hereby replaced by this agreement.

**2.0** This agreement is to be retroactive to July 1, 2023.

## **EXHIBIT A: DONATION OF SICK LEAVE (AR 4161.9 / 4261.9 / 4361.9)**

### **Catastrophic Leave Program**

#### **Donations to Catastrophic Leave Program**

An employee who chooses to donate accrued vacation and/or sick leave credits to the district's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave he/she wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for this purpose.

Donations shall be at a minimum of eight hours, and in hour increments thereafter. (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

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

#### **Requests for Catastrophic Leave**

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if he/she earns paid time off but has exhausted all his/her accrued paid leave and needs to take time off from work for an extended period of time due to his/her or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on his/her behalf.

(cf. 4161/4261/4361 – Leaves)

(cf. 4161.1/4361.1 – Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 – Family Care and Medical Leave)

(cf. 4261.1 – Personal Illness/Injury Leave)

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

(cf. 4157.0/4257.1/4357.1 – Work-Related Injuries)

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

Regulation PIONEER UNION SCHOOL DISTRICT  
approved: August 9, 2018  
Somerset, California

## **EXHIBIT B: LEAVES (BP 4161)**

Pioneer Un SD I BP 4161 Personnel

### **Leaves**

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

The Board recognizes the following justifiable reasons for employee absence:

- I. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies
6. Disability leave for certificated employees in accordance with Education Code 44986
7. Vacations for classified staff and certificated management staff, as applicable
8. Sabbaticals for purposes of study or training related to the employee's job duties
9. Attendance at work-related meetings and staff development opportunities
10. Compulsory Leave



## Long-Term Leaves

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

## Administrative and Supervisory Personnel

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

Legal Reference:

EDUCATION CODE

22850-22856 Pension benefits, SIRS members on military leave

44018 Compensation for employees on active military duty

44036-44037 Leaves of absence for judicial and official appearances

44043.5 Catastrophic leave

44800 Effect of active military service on status of employees

44842 Failure to provide notice or to report to work

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44962-44988 Leaves of absence (certificated)

45059 Employee ordered to active military/naval duty, computation of salary

45190-45210 Leaves of absence (classified)

#### FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

#### GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

3543.2 Scope of representation

12945.1-12945.2 California Family Rights Act

20990-21013 Pension benefits, PERS members on military leave

#### LABOR CODE

230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies

230.3 Leave for emergency personnel

230.4 Leave for volunteer firefighters

230.8 Leave to visit child's school

233 Illness of child, parent, spouse or domestic partner

MILITARY AND VETERANS CODE

395-395.9 Military leave

395.10 Leave when spouse on leave from military deployment

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994  
Policy

PIONEER UNION SCHOOL DISTRICT

adopted: April 22, 1999 Somerset, California

revised: November 9, 2000

revised: February 12, 2009

## **EXHIBIT D: EXTRA-CURRICULAR DUTIES**

Honor Band/Festival Coordinator – Up to \$600 stipend per year:

\$100 for each honor band/festival event- up to 6

The music teacher will be responsible for the following: to participate in one or more honor band activities per year; work with students in preparation for honor band; participation in any of the requirements of the specified honor band; attend concert and/or symphonic band festivals and jazz festivals.

Examples of acceptable honor band events: 6<sup>th</sup> Grade County, 7<sup>th</sup>/8<sup>th</sup> Grade County, 6<sup>th</sup> Grade CMEA Capitol Section, 7<sup>th</sup>/8<sup>th</sup> Grade CMEA Capitol Section, Causeway Youth Band Festival, NCBA All Northern, CBDA All State

Examples of acceptable concert festivals: Golden Empire, Woodcreek Concert & Jazz Festival; Folsom Jazz Festival, Music in the Parks, NCBA Large Ensemble Festivals

8<sup>th</sup> Grade Graduation Coordinator - \$300 stipend per year:

Responsible for coordinating district activities regarding 8<sup>th</sup> grade graduation; liaison with parents/planning; work on physical needs of event, clerical needs and student needs. Must be a teacher of 8<sup>th</sup> grade students; may be assigned by administration if no volunteer. If one person, \$300 stipend. If two people, stipend will be split- \$150 each.

Spelling Bee Site Coordinator - \$250 stipend per year

Spelling Bee Coaches - \$300 stipend per year

Science Fair Coordinator - \$300 stipend per year

Oral Interpretation Coaches - \$300 stipend per year

Science Camp Coordinator - \$500 stipend per year

Oral Interpretation Coordinator - \$500 stipend per year

Student Council Coordinator - \$500 stipend per year

Overnight Field Trip Chaperone - \$75 per day

TIP Mentor - \$2000 per year

**EXHIBIT E: PROFESSIONAL OBJECTIVES (STULL)**

# Pioneer Union School District Evaluation Goal-Setting Conference Form

Teacher:

Status:

Site:

Probationary 1 ☐ Permanent ☐

Grade Level/Subject:

Probationary 2 ☐ Temporary ☐

Year of Evaluation:

**Purpose:** The purpose of the goal-setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. In addressing the six standards, you may select at least one standard and at least three elements within that standard as specific areas of focus. However, in the evaluation process, you are responsible for satisfactory performance in all six standards.

Administrator's Initials	Date of Conference	Circle Focus Element(s) for the Year	<b>STANDARDS</b> <b>Select one to three standards as specific areas of focus</b>
			<b>1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>
		1.	Using knowledge of students to engage them in learning
		2.	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
		3.	Connecting subject matter to meaningful, real-life contexts
		4.	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
		5.	Promoting critical thinking through inquiry, problem solving, and reflection
		6.	Monitoring student learning and adjusting instruction while teaching
			<b>2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>
		1.	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
		2.	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
		3.	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
		4.	Creating a rigorous learning environment with high expectations and appropriate support for all students
		5.	Developing, communicating, and maintaining high standards for individual and group behavior
		6.	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
		7.	Using instructional time to optimize learning
			<b>3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>
		1.	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
		2.	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
		3.	Organizing curriculum to facilitate student understanding of subject matter
		4.	Utilizing instructional strategies that are appropriate to the subject matter
		5.	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
		6.	Addressing the needs of English learners and students with special needs to provide equitable access to the content

			4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
		1.	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
		2.	Establishing and articulating goals for student learning
		3.	Developing and sequencing long-term and short-term instructional plans to support student learning
		4.	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
		5.	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
			5. ASSESSING STUDENTS for LEARNING
		1.	Applying knowledge of the purposes, characteristics, and uses of different types of assessments
		2.	Collecting and analyzing assessment data from a variety of sources to inform instruction
		3.	Reviewing data, both individually and with colleagues, to monitor student learning
		4.	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
		5.	Involving all students in self-assessment, goal-setting, and monitoring progress
		6.	Using available technologies to assist in assessment, analysis, and communication of student learning
		7.	Using assessment information to share timely and comprehensible feedback with students
			6. DEVELOPING AS A PROFESSIONAL EDUCATOR
		1.	Reflecting on teaching practice in support of student learning
		2.	Establishing professional goals and engaging in continuous and purposeful professional growth and development
		3.	Collaborating with colleagues and the broader professional community to support teacher and student learning
		4.	Working with families to support student learning
		5.	Engaging local communities in support of the instructional program
		6.	Managing professional responsibilities to maintain motivation and commitment to all students
		7.	Demonstrating professional responsibility, integrity, and ethical conduct

OTHER AREAS OF PROFESSIONAL DEVELOPMENT AS ESTABLISHED BY ADMINISTRATORS AND TEACHER:

COMMENTS:

Supportive Evidence:

Portfolio \_\_\_\_ Journal \_\_\_\_ Student Work \_\_\_\_ Surveys \_\_\_\_

Assessment Tools \_\_\_\_

Lesson Plans \_\_\_\_ Other

\_\_\_\_\_  
EVALUATEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EVALUATOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERINTENDENT'S SIGNATURE

\_\_\_\_\_  
DATE

ATTACHMENT    ☐ YES    ☐ NO



# □ Standard 1 □

## Engages and Supports All Students in Learning

<b>PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS</b>	<b>DEVELOPING PRACTICE</b>	<b>MATURING PRACTICE</b>	<b>PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD</b>
<b>1.1 Connecting students' prior knowledge, life experience, and interests with learning goals</b>			
The teacher makes no connection between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction.
<b>1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs</b>			
The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students, and the instructional goal, but they may lack variety or may not be responsive to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments while teaching to respond to students' needs.
<b>1.3 Facilitating learning experiences that promote autonomy, interaction, and choice</b>			
Learning experiences are directed by the teacher, permitting no student autonomy, interaction, or choice.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.
<b>1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful</b>			

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.	Some learning opportunities and provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Learning opportunities are provided that extend student thinking, and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.

**1.5 Promoting self-directed, reflective learning for all students**

No opportunities are provided for students to initiate their own learning or to monitor their own work.

Student's learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.

Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.

Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.

## □ Standard 2 □

### Creates and Maintains Effective Environments for Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<b>2.1 Creating a physical environment that engages all students</b>			
The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.
<b>2.2 Establishing a climate that promotes fairness and respect</b>			

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<p>The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable.</p>	<p>A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.</p>	<p>A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.</p>	<p>Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.</p>
<p><b>2.3 Promoting social development and group responsibility</b></p>			
<p>Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.</p>	<p>Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.</p>	<p>Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.</p>	<p>Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.</p>

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<p align="center"><b>2.4 Establishing and maintaining standards for student behavior</b></p>			
<p>No standards for behavior appear to have been established, or students are confused about what the standards are.</p>	<p>Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.</p>	<p>Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.</p>	<p>Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.</p>

## 2.5 Planning and implementing classroom procedures and routines that support student learning

Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.
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## 2.6 Using instructional time effectively

Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.
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# □ Standard 3 □

## Understands and Organizes Subject Matter for Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<b>3.1 Demonstrating knowledge of subject matter content and student development</b>			
The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.
<b>3.2 Organizing curriculum to support student understanding of subject matter</b>			



PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<p>The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives; or rarely supports students' understanding of core concepts.</p>	<p>The curriculum is loosely organized; inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of core concepts for some students.</p>	<p>The curriculum is organized and sequenced; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.</p>	<p>The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.</p>
<p><b>3.3 Interrelating ideas and information within and across subject matter areas</b></p>			

<b>PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS</b>	<b>DEVELOPING PRACTICE</b>	<b>MATURING PRACTICE</b>	<b>PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD</b>
The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.	The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students' understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.

**3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter**

Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.	The teacher may use a few instructional strategies to make the content accessible to students, and may encourage some students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.
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### 3.5 Using materials, resources, and technologies to make subject matter accessible to students

Instructional materials, resources, and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.
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## □ Standard 4 □

### Plans Instruction and Designs Learning Experiences for All Students

<b>PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS</b>	<b>DEVELOPING PRACTICE</b>	<b>MATURING PRACTICE</b>	<b>PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD</b>
<b>4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs</b>			
Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.
<b>4.2 Establishing and articulating goals for student learning</b>			

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low.	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.	Short-term and long-term instructional goals are based on students' language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.

#### 4.3 Developing and sequencing instructional activities and materials for student learning

<b>PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS</b>	<b>DEVELOPING PRACTICE</b>	<b>MATURING PRACTICE</b>	<b>PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD</b>
Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.

#### **4.4 Designing short-term and long-term plans to foster student learning**

Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.	Individual lesson plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.
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#### 4.5 Modifying instructional plans to adjust for student needs

Instructional plans are not modified, in spite of evidence that modifications would improve student learning.

Modifications to instructional plans address only superficial aspects of the lesson.

Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.

Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.

## □ Standard 5 □

### Assessing Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<b>5.1 Establishing and communicating learning goals for all students</b>			
Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.	Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision.	Learning goals are established in relation to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and their families, and are revised as needed.	Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum; and meet district and state expectations. Goals are communicated to all students and families, and are revised as needed.
<b>5.2 Collecting and using multiple sources of information to assess student learning</b>			



<b>PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS</b>	<b>DEVELOPING PRACTICE</b>	<b>MATURING PRACTICE</b>	<b>PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD</b>
The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.
<b>5.3 Involving and guiding all students in assessing their own learning</b>			
The teacher does not encourage students to reflect on or assess their own work.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	Student reflection and self-assessment are included in most learning activities. The teacher models assessment skills and strategies to help students understand their own work and discuss it with peers.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment skills and strategies and discuss work with peers.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<p align="center"><b>5.4 Using the results of assessments to guide instruction</b></p>			
<p>Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction.</p>	<p>Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.</p>	<p>Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.</p>	<p>Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.</p>

**5.5 Communicating with students, families, and other audiences about student progress**

The teacher provides some information about student learning to students, families and support personnel, but the information is incomplete or unclear.

The teacher provides information about student's learning to students, families, and support personnel to promote understanding and academic progress.

The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress.

Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.

## □ Standard 6 □

### Develops as a Professional Educator

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<b>6.1 Reflecting on teaching practice and planning professional development</b>			
The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.
<b>6.2 Establishing professional goals and pursuing opportunities to grow professionally</b>			

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
<b>6.3 Working with communities to improve professional practice</b>			
The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.	The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
<b>6.4 Working with families to improve professional practice</b>			
<p>The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.</p>	<p>The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.</p>	<p>The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.</p>	<p>The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.</p>

### 6.5 Working with colleagues to improve professional practice

The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.

The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school -wide events.

The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.

The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making, events, and professional development.

**EXHIBIT F: CLASSROOM OBSERVATION FORM**



**PIONEER UNION SCHOOL DISTRICT**  
**TEACHER OBSERVATION SUMMARY - PART I**

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

Grade Level or Class:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Observed by:

Lesson Objective:

Description of activities observed:

**PIONEER UNION SCHOOL DISTRICT  
TEACHER OBSERVATION SUMMARY - PART II**

**SUMMARY COMMENTS**

1. Practices of special note:

2. Areas for continued growth:

3. Commendations:

4. Plan for improvement:

## **EXHIBIT G: SUMMARY PERFORMANCE EVALUATION REPORT**

**PIONEER UNION SCHOOL DISTRICT**  
**Summary Performance Evaluation Report**

**Teacher:**

**Site:**

**Grade Level/Subject:**

**Year of Evaluation:**

**Status:**

Probationary 1 ☐

Permanent ☐

Probationary 2 ☐

Temporary ☐

Evaluator:

**Definitions**

- |    |                   |  |
|----|-------------------|--|
| 1. | Unsatisfactory    | Practice not consistent with standard expectations |
| 2. | Needs Improvement | Developing practice                                |
| 3. | Effective         | Maturing practice                                  |
| 4. | Proficient:       | Practice that fully exemplifies the standard       |

EVALUATION					
1	2	3	4		Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Engaging and Supporting All Students in Learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Creating and Maintaining Environments for Student Learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Understanding and Organizing Subject Matter for Student Learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Planning Instruction and Designing Learning Experiences for All Students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Assessing Student Learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Developing as a Professional Educator	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Fulfilling other Non Instructional Professional Duties	

Commendations:

Plan for Improvement:

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Performance is satisfactory ☐

If unsatisfactory salary implications may be applicable ☐

Recommend Continued Employment ☐

Not Recommended for Continued Employment ☐

Evaluate Again Next Year ☐

Unsatisfactory ☐

Peer Assistance and Review

Improvement Plan to be

☐ Voluntary

☐ Required

☐ Developed

☐ Modified

☐ Continued

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EVALUATOR'S SIGNATURE

DATE

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\*EVALUATEE'S SIGNATURE

DATE

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SUPERINTENDENT'S SIGNATURE

DATE

ATTACHMENT

☐ YES

☐ NO

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\* SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.

**EXHIBIT H: SALARY SCHEDULE**

# Pioneer Union School District - Certificated Salary Schedule 2025.2026

6.75 Hour Work Day/184.5 Contract Days

	Class I	Class II	Class III	Class IV	Class V	Class VI
	BA +24	BA +30	BA +45	BA +60	BA +72	BA +84
Step 1	58,155	58,326	58,496	58,668	58,837	60,014
Step 2	58,326	59,523	59,812	60,106	60,390	61,598
Step 3	58,496	60,742	61,159	61,578	61,982	63,222
Step 4	58,668	61,986	62,534	63,087	63,619	64,891
Step 5	58,837	63,527	63,941	64,632	65,299	66,606
Step 6	59,007	64,554	65,380	66,216	67,023	68,363
Step 7	59,387	65,878	66,852	67,839	68,792	70,170
Step 8	62,095	67,230	68,354	69,500	70,609	72,021
Step 9	64,347	68,608	69,894	71,204	72,473	73,922
Step 10	66,616	70,015	71,466	72,942	74,389	75,875
Step 11		71,450	73,082	74,715	76,343	77,870
Step 12		72,931	74,736	76,537	78,350	79,917
Step 13			77,000	78,796	80,600	82,213
Step 14				81,054	82,858	84,516
Step 15					85,123	86,825
Step 16					87,321	89,068
Step 17					89,521	91,312
Step 18					91,760	93,594
Step 19					95,429	97,337
Step 20					101,154	103,177
Step 23					105,201	107,304

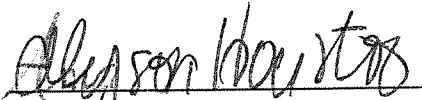
- Up to a maximum of seven (7) years of outside credit may be granted
- Placement on the salary schedule shall be the responsibility of the superintendent - subject to ratification by the Board
- A maximum of 12 approved graduate units will be accepted for salary schedule placement in any one school year
- A stipend of \$1040 per year for a persons having a Master's Degree
- Substitute rates- \$165 Full Day; \$82.50 half-day Pioneer AM/PM; \$105.60 half day MC AM; \$82.50 half-day MC PM
- Long term substitutes shall be paid \$165 per day for the first twenty days and will then be paid at the rate of \$200 per day
- Retired Pioneer Substitutes in good standing with the district will be paid at \$165 per day for the first twenty days. On the 21st day they will be paid at the current rate of the step and column they retired on retroactive to the first day.

District Paid Benefit Caps for 2025.2026	
Medical	\$650.00
Dental	\$68.00
Vision	\$23.18

Board Approved: 5/8/2024

The purpose and existence of the school district is to provide an effective and thorough education for the children of the District. The terms of this agreement are intended to enhance and promote that education in a professional manner.

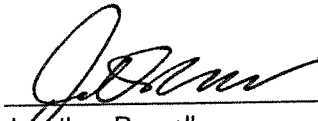
Accepted and approved:



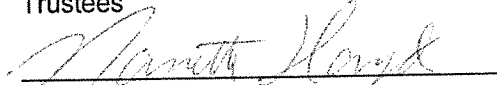
Alyson Houston, President  
Pioneer Faculty Association



Amanda Eskildsen, Vice-  
President Pioneer Faculty  
Association



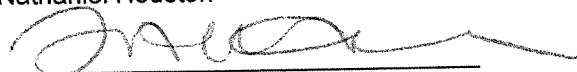
Jonathan Russell,  
President Pioneer Union  
School District Board of  
Trustees



Nanette Hargo, Vice-Chairperson

\_\_\_\_\_  
Corey Morrison, Clerk

\_\_\_\_\_  
Nathaniel Houston



Tricia Ciampa

\_\_\_\_\_  
Date