

AGREEMENT BETWEEN
PGUSD BOARD OF EDUCATION
AND
THE PACIFIC GROVE ADULT EDUCATION TEACHERS

July1, 2016 - June 30, 2017

MEMORANDUM OF UNDERSTANDING
Between the Pacific Grove Board of Education and
the Pacific Grove Adult Education Teachers
effective
July 1, 2016 through June 30, 2017

The representatives of the Pacific Grove Adult Education program teachers and the district agree that, given the financial condition of the adult education program and budget, a 7% salary schedule adjustment effective July 1, 2016 is an acceptable compensation adjustment at this time and will be reflected on the salary schedule and within the language of Article II., Wages. In addition to this compensation adjustment, the remaining language in the Agreement remains in effect with the following exceptions:

Article I, Leave of Absence:

Add language, I. 5. In the event that Pacific Grove Adult School is unable to provide a substitute teacher for a class, the Adult School teacher will be paid at their current hourly rate for the scheduled "make-up" class.

Article II., Wages

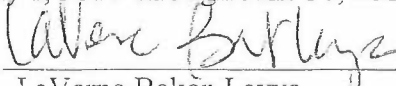
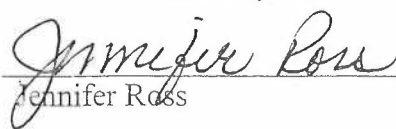
A. 1. – Increase in the instructional hourly rate by 7% and retroactive to 7/1/16

Add language, A.6. Current Adult School teachers who substitute will be paid at their current hourly rate.

Article XIII

B. Shall be amended to read:

"The provisions of this agreement shall apply from July 1, 2016 through June 30, 2017"

	Date:		Date: 9/12/2016
Dr. Ralph Gomez Porras, Superintendent		LaVerne Baker-Leyva	
	Date:		Date: 9-9-16
Rick Miller, Assistant Superintendent Business Services		Jennifer Ross	
	Date:		Date:
Billie Mankey, Director II, Human Resources			
	Date:		
John Thibeau, Board President			
	Date:		

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AGREEMENT BETWEEN THE
PACIFIC GROVE BOARD OF EDUCATION AND THE
PACIFIC GROVE ADULT EDUCATION TEACHERS
July 1, 2011 to June 30, 2014

Article I - Leaves of Absence

A. Sick Leave: Each employee shall earn and receive sick leave during a calendar year or any portion thereof as follows:

1. One (1) clock hour of sick leave shall be earned for each sixteen (16) clock hours worked.
2. Employees shall not earn sick leave for hours not worked.
3. Each Adult Education employee who does not use the entire period of his/her annual sick leave in any school year shall have added to his/her credit annually the number of unused days and the same shall be accumulated from year to year. At termination of employment, accumulated sick leave may be used toward retirement benefits as provided by law.
4. Verification: The use of accumulated sick leave will be authorized if one of the following is on file:
 - a. Personal verification signed by the employee that she/he has been ill or injured.
 - b. Verification signed by a physician that the employee has been ill or injured.
 - c. Verification signed by the employee that because of religious reasons she/he has not consulted a physician but has been treated in a religious sect.
 - d. For use of accumulated sick leave as personal necessity leave see Personal Necessity Leave - Short Term.

B. Industrial Accident or Illness: in accordance with the Education Code. Industrial accident or illness leave shall be in effect for all Certificated employees of the District according to the following provisions:

1. Industrial accident or illness leave shall be granted for maximum of sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.
 2. Allowable leave shall not be accumulated from year to year.
- 2014

- 50 3. Industrial accident or illness leave shall commence on the first day of
51 absence.
52
- 53 4. When a person employed in a position requiring certification qualifications
54 is absent from his/her duties on account of an industrial accident or illness,
55 he/she shall be paid such portion of the salary due him/her for any month
56 in which the absence occurs, as, when added to his/her temporary disability
57 4-indemnity under Division 4 or Division 4.5 of the Labor code, will result in
58 a payment to him/her of not more than his/her full salary.
59
- 60 5. Industrial accident or illness leave shall be reduced by one day for each day
61 of authorized absence regardless of a temporary disability indemnity award.
62
- 63 6. When an industrial accident or illness leave overlaps the next fiscal year,
64 the employee shall be entitled to only the amount of unused leave due
65 him/her for the same illness or injury.
66
- 67 7. Upon termination of the industrial accident or illness leave, the employee
68 shall be entitled to the benefits provided in the Education Code, and for the
69 purposes of each of these sections, his/her absence shall be deemed to
70 have commenced on the date of termination of the industrial accident or
71 illness leave, provided that if the employee continues to receive temporary
72 disability indemnity, he/she may elect to take as much of his/her
73 accumulated sick leave which, when added to his/her temporary disability
74 indemnity, will result in a payment to him/her of not more than his/her full
75 salary.
76
- 77 8. During any paid leave of absence, the employee shall endorse to the District
78 the temporary disability indemnity checks received on account of his/her
79 industrial accident or illness. The District, in turn, shall issue the employee
80 appropriate salary warrants for payment of the employee's salary and shall
81 deduct normal retirement and other authorized contributions.
82
- 83 9. Any employee receiving benefits as a result of this section shall during
84 periods of injury or illness remain within the State of California unless the
85 governing board authorizes travel outside the State.
86
- 87 10. The District reserves the right to secure proof of industrial injury or illness
88 of an employee. Before salary payments will be made to an employee
89 absent because of industrial injury or illness, a report of such an accident or
90 illness, in the form required by the District, must be on file in the Business
91 Office of the District.
92

93
94 **C. Bereavement Leave:**

- 95
96 1. Every employee shall be allowed leave with pay when such absence is
97 occasioned by reason of death in the immediate family. Provisions of
98 California law shall govern such leave.

- 100 2. Every person employed by a School district in a position requiring
101 certification qualifications is entitled to a leave of absence, not to exceed
102 three (3) days, or five (5) days if out-of state travel is required, on account
103 of the death of a member of his/her immediate family. By definition,
104 "immediate family" includes mother, father, grandfather, grandmother of
105 the employee, or spouse of the employee, and the spouse, son, son-in-law,
106 daughter, daughter-in-law, brother, or sister of the employee, any relative
107 living in the immediate household of the employee, grandchild of the
108 employee or employee's spouse or any other relative permitted by
109 California law.
110
- 111 3. At the employee's request, and when extenuating circumstances indicate a
112 need, additional days will be authorized by the Superintendent under the
113 provisions of the Personal Emergency Leave.
114
- 115 4. Persons eligible under the policy of bereavement leave should, if possible,
116 request this leave by letter to the Superintendent before absencing
117 themselves from duty, however, the administration recognizes that
118 circumstances necessitating a bereavement leave may make a prior request
119 inappropriate, therefore, bereavement leave will be granted after having
120 been taken by the employee providing a written request has been made
121 upon return to duty and further providing that the leave was taken as a
122 result of conditions covered in the bereavement leave policy.
123

124 **D. Jury Duty Leave:**

- 125
- 126 1. Leave of absence for personnel called for jury duty shall be granted
127 according to the provisions of the Education Code.
128
- 129 2. The Superintendent shall grant such leave with pay equal to the amount of
130 the difference between the employee's regular earnings and any amount
131 he/she receives as juror's fees.
132
- 133 3. Certificated employees may be granted leave of absence when called for
134 jury duty in the manner provided by law. Such employees are required to
135 notify the Superintendent immediately upon being notified of their call to
136 jury duty, and to notify the Adult Education Principal at the same time.
137

138 **E. Personal Necessity Leave - Short Term:**

- 139
- 140 1. During any school year an employee may use, at his/her election, not more
141 than six (6) days of accumulated sick leave benefits in the following case of
142 personal emergency:
143
 - 144 a. Death of a member of his/her immediate family (mother, mother-in-
145 law, father, father-in-law, spouse, son, daughter, brother or sister, or
146 any relative living in the immediate household of the employee).
147 This leave would be in addition to normal bereavement leave.

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- b. Accident involving his/her person or property, or the person or the property of a member of his/her immediate family, of such an emergency nature that the immediate presence of the employee is required during the work day.
 - c. Appearance in court as a litigant or as a witness under an official order.
 - d. Serious or critical illness of a member of the immediate family calling for services of a physician and verified by the physician's statement or any other method of verifications approved in the administrative Rules and Regulations, and of such emergency nature that the immediate presence of the employee is required during his/her work day.
 - e. In the event of urgent personal business which the employee cannot conduct on other than school hours, one day annually of this leave may be taken provided the employee shall request the leave at least one (1) day in advance. Under this provision the employee may elect to reimburse the district for the cost of the substitute teacher in lieu of using a day of sick leave. Urgent personal business may be limited by the school district in order to prevent any significant disruption of service to the public.
2. Employees wishing to take leave under the provisions stated above will discuss the need for such leave with their immediate supervisor, except as provided in Section D above. For the purpose of this policy, the "immediate supervisor is designated as the Adult Education Principal.
- a. The employee will indicate the reason for leave under this policy on the absence report form which will be signed by the employee and the supervisor.
3. Employees wishing to take leave under the above stated provisions will submit a written request to the Superintendent and the Adult Education Principal provided below:
- a. When possible at least twenty-four (24) hours advance notice should be provided the immediate supervisor.
 - 1. There are occasions when advance notice or approval may be impossible. Requests for leave under this policy may be made, therefore, after the absence. However, the leave will only be granted providing the reason for the absence meets the provisions of this policy. In order to avoid misunderstanding, employees are encouraged to make every effort to insure themselves by consulting with their supervisor prior to taking leave under this policy.

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2. On occasion the need for personal necessity leave may be so personal and potentially embarrassing in nature that a written description of the reason for the request, either on the absence report or in the letter required under the above sections would place an unreasonable demand upon the employee. In these instances the employee may approach the Adult Education Principal and explain the circumstances surrounding the need for leave. If the administrator believes the need falls within the scope of the above sections, the administrator may authorize the leave, writing a memo attesting to the fact that the employee is entitled to the leave under the policy. A copy of such authorization shall be sent to the Superintendent and to the payroll clerk.
3. In lieu of a physician's statement, verification required under the above sections may be in the form of a signed statement by the employee that a physician's services were required for the family illness.

F. Personal Necessity Leave:

1. Leaves of this type are requested for the personal convenience of the employee and not for reasons that will necessarily result in a direct benefit to the District.
2. An employee may be granted a personal leave upon approval of the Board of Education. Requests for such leave should be submitted to the Adult Education Principal for submission to the Board.
3. No such leave of absence shall be granted for more than one year at a time, nor may it be extended beyond a second year.

G. Child Birth/Child Rearing Leave

1. Female employees may be granted a leave of absence by the Adult Education Principal without pay during the child bearing period prior to being temporarily disabled as a result of the pregnancy. Female employees and male employees may be granted a leave of absence without pay during the child rearing period, and/or during child rearing period following the temporary disability -resulting from child birth.
2. Such leave without pay shall not exceed one (1) year in duration, including any paid leave for pregnancy disability and any leave taken under the provisions of the Family and Medical Leave Act. The District may extend the leave at its sole discretion.

- 245 3. The major consideration for determining when a maternity leave shall
246 commence will be:
247
248 a. The best interests of the students and the ability of the employee to
249 continue to perform her normally required duties.
250 b. The health of the employee as determined by the employee in
251 consultation with her physician or medical advisor.
252
253 4. When possible maternity leave will commence at a normal school break, such
254 as the end of the semester or quarter or at the beginning or end of a school
255 year.
256
257 5. An employee may return from maternity leave at any time providing she can
258 carry out the normal duties connected with her position and providing the
259 district receives at least three months written notice prior to the employee's
260 intended return from maternity leave.
261
262 6. If at any time the administration does not believe that the employee should
263 remain on duty, the advice of a district appointed and paid physician may be
264 sought and the district may require the employee to take a leave providing the
265 district physician so advises for either the health of the mother or child.
266

267 **H. Military Leave:**

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269 1. Military leave will be granted in accordance with the Education Code and
270 California Law.
271
272 2. Every effort on the employee's part must be made to aid in an orderly
273 transition in the event the employee is required to leave in the middle of the
274 school year.
275
276 3. Applicants for military leave shall make every effort to prevent their military
277 obligations from conflicting with school duties.
278

279 **I. Exclusive Representative Leave:**

280
281 The negotiating representatives of the Pacific Grove Adult Education Teachers and
282 the District's Human Resource Administrator shall annually negotiate a leave
283 agreement for the representatives. The leave time shall be used solely for
284 negotiating purposes. Any substitute time negotiated will be paid for by the District
285 and not charged to the individual's sick leave.
286

287 **Article II - Wages**

288
289 **A. Salary:**

- 290
291 1. Increase in hourly rate by 4% and retroactive to 7/1/11. The Adult Education
292 Teachers shall be paid in accordance with Exhibit A-1. The hourly rates

- 293 contained within Exhibit A include a factor of \$1.00 per hour for teachers as an
294 allowance for class preparation time and holidays.
295
- 296 2. Adult Education teachers must work a minimum of 600 hours at a step before
297 moving from one step to another. The number of hours worked shall only be
298 calculated as of June 30th for possible movement effective on July 1. Hours
299 worked within a step shall accumulate from year to year. Only 1 step
300 movement may occur each July 1.
301
- 302 3. Teachers shall be placed on the schedule (Exhibit A) in accordance with the
303 status of their credential and advanced degree as of 30 days prior to the next
304 pay period closing date.(Revised June 2002)
305
- 306 4. Column movement shall occur for any specific pay period only for teachers
307 providing evidence, by at least 30 days prior to the closing date of said pay
308 period, of changes in credential or advanced degree.
309
- 310 5. Teachers who are employed to instruct classes that do not require a
311 credentialed teacher (i.e., "Community Education classes") shall be paid in
312 accordance with placement on Column A of the salary schedule unless they
313 have previously been, or are concurrently, paid as a credentialed Adult School
314 instructor - in which case they shall be paid at the credentialed teacher rate
315 from Columns B, C, or D as appropriate.
316

317 Article III - Fringe Benefits

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- 319 A. For hourly employees working 30+ hours per week, Single Option III, the district
320 contribution to Medical is increased to \$370.28, Dental, \$55.94, Vision, \$12.33, and
321 dependents, \$100.00
322
- 323 B. For hourly employees working 25 to 29 hours per week, Single Option III, the district
324 contribution to Medical is increased to \$246.85, Dental, \$55.94, Vision, \$12.33, and
325 dependents, \$75.00
326
- 327 C. For hourly employees working 12 to 24 hours per week, Single Option III, the district
328 contribution to Medical is increased to \$123.43, Dental, \$55.94, Vision, \$12.33, and
329 dependents, \$56.25
330
- 331 D. Employees who teach less than 12 hours per week are not eligible for medical
332 coverage.
333
- 334 E. The difference between the amount paid by the Employer and the cost of health
335 insurance shall be borne by the employee.
336
- 337 F. The Adult Education Teachers shall notify the District in writing by November 30 in
338 each year if there is to be a change in the medical plan options to be offered to their
339 membership, both active and retirees, in the following plan year, beginning July 1.
340 The notification shall identify the specific new plan(s) to be offered, all costs to the
341 District and affected employees resulting from changing to the new plan(s) and shall

342 identify how the costs will be covered without increasing costs to the District beyond
343 those of the current contractual agreement. The District shall change the plan
344 option offering only if there is no additional cost to the District.

345
346 G. If a class has not been canceled 72 hours prior to the first meeting due to insufficient
347 number of students, the employee will receive the hourly rate for one call meeting.

348
349 H. Mileage Reimbursement:
350
351 1. The governing board shall provide for the payment of district employees for
352 actual and necessary traveling expenses when performing services for the
353 district under the direction of the Board of Education (E.C. 13002).

354
355 2. Adult Education personnel who are required by the nature of their job to
356 transport equipment or materials from one job site to another shall be paid per
357 mile. The basis for this decision is that the above personnel are required to visit
358 more than one facility during a full day. Mileage reports will be required
359 monthly on forms to be provided by the Business Office. Mileage shall be
360 counted from the job site where person normally operates out of or the school
361 at which a person starts the day, and shall be subject to review by the Adult
362 Education Principal.

363
364 3. On authorized trips outside the school district, Ratified personnel may use a
365 district vehicle if one is available. Otherwise, personnel shall be reimbursed at
366 the Current Rate as established by the IRS.

367
368 I. "Adult Education instructors shall be eligible to purchase life insurance through
369 District offered plans. Any such purchase shall be entirely at the employee's choice
370 and expense. Payments shall be made by payroll deduction." (Revised September 18,
371 2003)

372
373

374 ARTICLE IV - Reduction in Employee Hours

375

376 A. CLASSES

377

378 1. **New Class** – The Adult Education Principal and Program Specialist shall
379 determine the length of the trial period and the minimum number of enrolled
380 students required in attendance during the trial period.

381

382 2. **Continuing Class** - The Program Specialist and teacher will monitor enrollment,
383 and meet when the class is below the minimum requirement. The Principal,
384 Program Specialist, and teacher will decide on a plan to promote the class for a
385 specific time period. If at the end of the period, enrollment is still below the
386 minimum required level the Principal may then determine to terminate the
387 class. The teacher may be terminated or reassigned, depending on his/her
388 status and qualifications.

389

390 B. Cancellation of a Joint Program (a program co-sponsored by one or more other
391 agencies/organizations)

392
393 The teacher may be terminated or reassigned depending on status and qualifications.
394

395 C. Loss of a Teaching Site

396
397 The Pacific Grove Adult Education Administration and Program Specialist will make an
398 effort to secure an appropriate alternative site for an agreed upon period of time. If
399 no site were located, the teacher may be reassigned.
400

401 D. Change in Course Offerings

402
403 The Pacific Grove Adult Education program may change its course offerings to meet
404 community needs. Teachers may be offered reassignment to teach other classes or
405 schedules, or terminated, during the regular school year depending on their status
406 and qualifications. Permanent and probationary certificated teachers may be notified
407 of non-rehire by the Administration if the courses they are certified and competent to
408 teach are not scheduled for the following school year.
409

410 Article V - Layoff Procedure

411
412 In the event of Adult Education budget reductions requiring the reduction in force of
413 permanent and probationary certificated employees, the District shall follow the
414 layoff procedures outlined in the Education Code, Section 44955 for these certificated
415 employees.
416

417 Article VI - Grievance Procedures

418
419 A. Purpose:

420
421 1. The intent of this procedure is to process and resolve grievances arising under
422 this agreement at the lowest possible level. Both parties agree that these
423 proceedings will be kept as informal and confidential as may be appropriate
424 for the particular level of the procedure.
425

426 B. Definitions:

427
428 1. A grievance is a claim of violation, misinterpretation, or misapplication of the
429 express terms of this agreement, which adversely affects the grievant. Action
430 to challenge or change the terms of this agreement shall not be considered a
431 grievance.
432

433 2. A grievant is either:

434
435 (a) An individual employee; or
436

437 (b) A group of employees with the same grievance. The Employer will
438 decide whether the grievance is satisfactorily similar to process a single

439 grievance. No more than two (2) such grievants and their conferees will
440 be provided release time for processing such common grievance.

441

442 3. An immediate supervisor is a member of the management team who most
443 directly supervises the employee.

444

445 4. A day is a working day for the party charged with this time limit.

446

447 C. General Provisions:

448

449 1. Time Limits:

450

451 a. Time limits specified at each level shall be considered maximums, but
452 with the written consent of each party the time limitation for each
453 step may be extended.

454

455 b. In the event that a grievance is filed at such a time that it cannot be
456 processed through all the steps in this grievance procedure by the end
457 of the school year, the time limits set forth herein may be reduced by
458 mutual consent so that the procedure may be completed as soon as
459 practical.

460

461 c. Time limits provided for appeal at each step shall begin the day following
462 receipt of a written decision by either party.

463

464 d. Response: If the Employer fails to respond in writing to a grievance
465 within the time limits specified for that level, the grievant shall notify the
466 immediate supervisor in writing. The supervisor has three (3) days to
467 accept the grievant's position. If the grievant fails to respond in writing
468 within the specified period of time, the immediate supervisor shall notify
469 him/her in writing. The grievant has three (3) days from this notification
470 to respond in writing or accept the Employer's position.

471

472 2. Conference: Either party shall have the right to a conference, upon request, at
473 each level.

474

475 3. Representation: Each party may be represented by a conferee at any point in
476 the grievance process.

477

478 4. Records: All records of proceedings shall be retained by the Employer in a
479 separate grievance file. Each year, in August, all records of grievance
480 proceedings four years old will be destroyed.

481

482 5. Reprisals: No reprisals shall be taken by or against any participants in a
483 grievance procedure by reason of such participation.

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485 6. If a grievance arises from action or inaction on the part of a member of the
486 administration at a level above the principal or immediate supervisor, the
487 grievant may submit, in writing, the grievance at level 2.

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7. Whenever possible, level 1 and 2 grievance processing shall occur before or after regular teaching hours.
8. Continuance of Service: The grievant shall continue to discharge his/her duties until the grievance is resolved.
9. Nothing contained herein shall be construed as limiting the right of any employee to have the grievance adjusted, as long as the adjustment is reached prior to arbitration, provided that the adjustment is not inconsistent with the term of the Agreement and that the Adult Education Teacher has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
10. No rights of the grievant to further legal action shall be abrogated.
11. When it is necessary for a representative to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon request to the Superintendent, be given reasonable release time without loss of pay in order to participate in any level of the grievance procedure. Any employee who is requested to appear in such investigations, meetings, or hearings, as a witness will be accorded the same right.

D. Grievance Procedure:

1. Informal Level: An employee may meet with his/her immediate supervisor in an attempt to resolve a complaint informally.
2. Level 1: Adult Education teachers may file a grievance with their Principal. Formal grievance may be initiated no later than twenty-five (25) days after the event or circumstance occasioning the grievance. The formal grievance shall be in writing on Certificated Employee Grievance Form and shall be filed on the same day with the Adult School Principal, and the Superintendent. The formal grievance shall include a clear, concise statement of the grievance, and the circumstances involved, the applicable section of the agreement, and the specific remedy sought. The Adult School Principal shall render a proposed resolution decision within ten (10) days after the formal grievance has been filed. Copies of the form shall be provided, on the same day, to the grievant and the Superintendent. The Adult Education Teacher shall have up to ten (10) days to respond to the proposed resolution. The proposed resolution is the Level 1 decision unless the Principal changes the proposed resolution. A change in the proposed Resolution must be made not later than five (5) days following the receipt of the Adult Education Teacher's response. A change in the proposed resolution becomes the Level 1 decision.
3. Level 2: The grievant may appeal the Level 1 decision to the Superintendent within ten (10) days of the decision. The appeal shall include a statement of the reason for the appeal and the specific remedy sought. Within ten (10) days the Superintendent shall investigate the grievance and render a proposed

537 resolution in writing on the same day to the grievant. The Adult Education
538 Teacher shall have up to ten (10) days to respond to the proposed resolution.
539 The proposed resolution is the Level 2 decision unless the Superintendent
540 changes the proposed resolution. A change in the proposed resolution must be
541 made not later than five (5) days following the receipt of the Adult Education
542 Teacher's response. A change in the proposed resolution becomes the Level 2
543 decision. The decision at Level 2 shall be final unless appealed to Level 3
544

545 4. Level 3: Within fifteen (15) days after the decision of the Superintendent, or
546 his/her designee, the grievant may submit his/her grievance to arbitration.
547 Copies of the request for arbitration will be submitted to the Superintendent.
548 Upon receipt of the written request from the Adult Education Teacher, the
549 Superintendent or his/her designee shall within two (2) days notify the
550 American Arbitration Association to select an arbitrator in accordance with its
551 rules.
552

553 a. The fees and expenses of the arbitrator and a court reporter, if
554 required by the arbitrator, shall be shared equally except that if the
555 Board of Education does not comply with the recommendation of the
556 arbitrator the entire arbitrator and court reporter fees shall be paid by
557 the Employer. Any additional expenses shall be borne by the party
558 incurring such expense.
559

560 b. The rules of the American Arbitration Association shall govern the
561 arbitration. The arbitrator shall have no authority to add to, delete, or
562 alter any provisions of this agreement but shall limit his/her decision
563 to the application and interpretation of its provisions.
564

565 c. The arbitrator shall conduct a hearing and submit his/her finding and
566 recommendation in writing to the Board of Education and the grievant.
567

568 d. The Board shall review the written record including their findings and
569 recommendations of the arbitrator and render a resolution on the
570 grievance.
571

572 e. The resolution shall be rendered no later than the second regularly
573 scheduled meeting after the filing of the recommendations.
574

575 f. The resolution of the Board shall be binding.
576
577

578 Article VII - Hours of Employment

579
580 A. The Adult Education teacher must teach his/her class from the beginning to the
581 end of the scheduled class time. Preparation and clean-up activities are to be
582 conducted outside the scheduled class time.
583

584 B. The Adult Education teacher will be available for one hour per week for a
585 meeting with the principal and to perform duties as assigned by the principal of
586 the Adult School.

587

588 Article VIII - Evaluation

589

590 A. Adult Education teachers shall be evaluated annually according to procedures
591 developed by the Adult Education Principal.

592

593

594 Article IX - Vacancy of Positions

595

596 A. When an Adult Education teaching vacancy occurs, either by an employee's
597 departure, or the offering of a new class, District Human Resource procedures
598 will be followed.

599

600 Article X - Physical Exam and Tuberculosis Clearance

601

602 A. Each new employee of the Pacific Grove Unified School District shall have an
603 examination to determine that he/she is free from active tuberculosis. The
604 date of this examination shall be not more than 60 days previous to the
605 employment. The source of this chest x-ray record must be acceptable to the
606 office of the Superintendent of Schools. This examination shall consist of an x-
607 ray of the lungs, or an approved intradermal tuberculin test, which, if positive,
608 shall be followed by an x-ray of the lungs. After such examination, each
609 employee shall file, with the Personnel Office, a report showing that the
610 employee was examined and found free from active tuberculosis.

611

612 B. Every employee of the Pacific Grove Unified School District shall have an
613 examination to determine that he/she is free from active tuberculosis at least
614 once every 4th year. (See paragraph A above.)

615

616 C. The Personnel Office shall attempt to advise every regular employee of the
617 Pacific Grove Unified School District of the date of the next required x-ray or
618 intradermal test for tuberculosis. This notice will usually be given well in
619 advance of the due date, however, the ultimate responsibility for the
620 awareness of the expiration date of a given tuberculin test period rests with the
621 e-employee. Costs incurred by the employee in connection with the test for
622 tuberculosis must be assumed by the employee.

623

624 Article XI- Professional Development

625

626 A. The Adult Education Professional Development budget will be determined
627 annually by the Leadership Team in consultation with the Principal.

628

629 B. Request for Professional Development courses/workshops must be submitted
630 by the Adult School teacher to his/her Program Specialist for approval. The
631 Program Specialist will then submit the request to the Principal for final
632 approval.

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C. The teacher may appeal the Principal's decision to the District's Human Resource Department.

Article XII- Loyalty Oath

A. Each employee shall be required to sign a loyalty oath as prescribed in Section 3104 of the General Code.

Article XIII

A. The provisions of this agreement shall apply from July 1, 2011 through June 31, 2014.

Date:
Dr. Ralph Gomez Porras
Superintendent

Date:
Lavern Baker-Levy

Date:
Rick Miller
Assistant Superintendent Business Services

Date:
Jennifer Ross

Date:
Billie Mankey, Director II
Human Resources

Date:
Chantal Melendrez

Date:
John Thibeau
Board President

Date:
Gail Root

SUBJECT: Approval of the Pacific Grove Adult Education Teachers Compensation Adjustment

PERSON(S) RESPONSIBLE: Rick Miller, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve an increase to the hourly rate paid to Adult Education teachers.

BACKGROUND:

Any change to the hourly rate of Adult Education teachers requires approval by the Board. The previous increase to the hourly rate and fringe benefits for this group was a 4.00% increase in 2011.

INFORMATION:

The District met with the Adult Education teachers who requested an increase to their hourly rate, non-retroactive. Because the total budget for Adult Ed teacher salaries is approximately \$124,000, a 5.00% increase (for example) would cost about \$6,200.

FISCAL IMPACT:

Approximately \$6,200, from the Adult Education Fund.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 ADULT EDUCATION SALARY SCHEDULE
 2016/2017

STEP	A	A	B	B	C	C	D	D
	ANNUAL	PRELIMINARY CREDENTIAL	ANNUAL	CLEAR CREDENTIAL	ANNUAL	CLEAR CREDENTIAL PLUS B.A.	ANNUAL	CLEAR CREDENTIAL PLUS MASTERS DEGREE
1	45,657	29.27	46,340.33	29.70	47,041.39	30.15	47,742.46	30.61
2	47,304	30.32	48,005.36	30.77	48,723.95	31.24	49,460.07	31.70
3	48,005	30.77	48,723.95	31.24	49,460.07	31.70	50,196.18	32.18
4	48,724	31.24	49,460.07	31.70	50,196.18	32.18	50,967.35	32.67
5	49,460	31.70	50,196.18	32.18	50,967.35	32.67	51,721.00	33.16
6	50,196	32.18	50,967.35	32.67	51,721.00	33.16	52,492.17	33.64
7	50,967	32.67	51,721.00	33.16	52,492.17	33.64	53,280.86	34.16
8	51,721	33.16	52,492.17	33.64	53,280.86	34.16	54,087.09	34.67
9			53,280.86	34.16	54,087.09	34.67	54,875.78	35.18
10			54,087.09	34.67	54,875.78	35.18	55,717.06	35.72
11			54,875.78	35.18	55,717.06	35.72	56,558.34	36.25
12			55,717.06	35.72	56,558.34	36.25	57,399.62	36.79
13			56,558.34	36.25	57,399.62	36.79	58,275.95	37.35

Steps and columns
 Between all steps 1.5%
 Between all Columns 1.5%

Step movement is based on length of service
 One step = 600 hours of service
 Column movement is based on credential then degree
 Step movement effective July 1st each year based on length of service (hours)
 Column movement shall occur for any specific pay period only for teacher providing evidence by at least 30 days prior to the closing date of said pay period of changes in credential or advanced degree status.
 Maximum on step movement and one column movement per year.

Adult School Annual computation for STRS rate x 1560 = Annual
 Increase of 2% Effective 7/1/2007, increase of 4% effective 7/1/2011
 Increase of 5% effective 7/1/2014
 Increase of 7% effective 7/01/2016

9/12/16
 Date


 Rick Miller, Assistant Superintendent