

Master Contract Agreement

between

Pacific Grove Unified School District

and

Pacific Grove Teachers Association

July 1, 2018 – June 30, 2020

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CONTRACT

I. THE AGREEMENT

A. Terms of Agreement: The articles and provisions contained herein constitute a bilateral binding agreement. Agreement between the Governing Board of the Pacific Grove Unified School District (Employer) and the Pacific Grove Association, an affiliate of California Teachers Association and the National Education Association (Association).

B. Recognition: The Employer recognizes the Association as the exclusive representative of all certificated Employees of the Board - excluding management, confidential employees, and also excluding supervisors, per diem substitutes, and adult education teachers - for the purpose of meeting and negotiating.

C. Printing of Agreement: Within one (1) month of ratification of this Agreement by both parties, the Employer agrees to print sufficient copies of the Agreement for distribution to all members of the unit employed by the District.

1 II. WAGES

2 A. The Employer and the Association agree that the salary increases for the term of this contract, shall be
3 set forth as in (Exhibit 3).

4 1. Psychologist's Salary Schedule: (Exhibit 5)

5 2. Counselor's Salary Schedule:

6 a. Counselors shall be compensated at the rate of 102.5% of their basic salary on the
7 teacher's salary schedule.

8 b. Counselors shall be compensated at the rate of 2.5% of their basic salary for each
9 week of service beyond that required of teachers.

10 3. Special Services Salary Schedule: The following Employees shall be paid in accordance with
11 their normal placement on the teacher's salary schedule:

12 a. Speech Therapists

13 b. School Librarians

14 c. GATE Resource Teacher

15 4. Part-time Employee Salary Schedule: The part-time Employee who is employed on a regular
16 basis shall be compensated on a regular basis on a prorated formula of place on the Employee's salary schedule.

17 a. Number of hours employed divided by number of hours of full-time employee
18 multiplied by placement on the Employee's salary schedule.

19 b. The periods of assignment of a member of the unit employed part-time may be
20 separated by not more than one class period or the equivalent unless by mutual consent.

21 c. This part-time teaching arrangement shall be of two types:

22 (1) Part-time, all year during the regular school term:

23 (2) Full-time during one semester with the other semester off.

24 6. Computation of Daily Rate:

25 a. The computation of the daily rate of pay shall be as follows: Annual salary divided
26 by number of days contracted;

27 b. An Employee required by the Employer to serve more than the number of days in
28 his/her work year shall be paid at the daily rate.

29 5. Placement on the Salary Schedule for Academic Equivalency: (Exhibit 6).

30 6. Definition of Salary Classifications on Salary Schedule:

31 a. Classifications:

32 (1) Column I = Bachelor's Degree

33 (2) Column II = Bachelor's Degree plus 15 upper division or graduate college
34 semester units after Degree.

35 (3) Column III = Bachelor's Degree plus 30 upper division or graduate college
36 semester units after Degree.

37 (4) Column IV = Bachelor's Degree plus 45 upper division or graduate college

1 semester units after Degree.

2 (5) Column V = Bachelor's Degree plus sixty (60) upper division or graduate
3 college semester units after Degree.

4 (6) Column VI = Commencing July 1, 2006, placement in column VI, may be
5 achieved through the accrual of a bachelors degree, plus seventy five (75) "professional credits" as defined on
6 (Exhibit 4), or a masters degree plus thirty (30) units or a doctorate degree. Individuals employed by the District in
7 2005-06 may use previously obtained college units as their "professional credits."

8 b. For any column advancement, professional growth units may be used.

9 c. An earned doctorate may be substituted for a masters degree.

10 7. Placement and Type of Salary Schedule:

11 a. The salary schedule recognizes two (2) bases for placement:

12 (1) Years of experience in education at an accredited institution.

13 (2) Training or preparation.

14 8. Requirements for Advancement on the Salary Schedule:

15 a. Increment Step (Vertical Advancement)

16 (1) The Employee shall receive an increment step advancement for each year's
17 experience in the District up to a maximum stated on the salary schedule.

18 (a) Column (Horizontal Advancement) – The Employee shall receive column
19 advancement for professional growth units earned according to provisions of 9.

20 9. Professional Growth/General Provisions:

21 a. The Employee may earn professional growth credits for advancement on the salary
22 schedule by two (2) methods:

23 (1) By satisfactorily completing upper division or graduate courses from an
24 accredited college or university.

25 (2) By satisfactorily completing professional growth units through the
26 provisions of the Self-Development Program outlined in paragraph 10.

27 b. Professional growth units may be applied to column or converted to inservice release
28 time (Exhibit 15).

29 10. Professional Growth/Self-Development Program:

30 a. An Employee may earn professional growth units by applying to the Professional
31 Growth Review Board (Exhibit 15), BEFORE he/she commences the activity.

32 b. The Professional Growth Review Board will review applications and make
33 recommendations to the Superintendent, who shall have the final decision.

34 c. If the application is approved and the activity completed, the Employee shall file a
35 notice of completion with the Professional Growth Review Board.

36 (1) The application forms and notice of completion form shall be provided by
37 the Employer (Exhibit 15).

- 1 (2) No more than five (5) professional growth units can be earned for column
2 advancement.
- 3 (3) Verification of the completion of professional growth units shall be
4 determined by the Employer.
- 5 d. Guidelines for acceptability of professional growth activities are in Board Policy
6 4131.7.
- 7 e. Professional growth units may be applied to advancement from one column to the
8 next on the salary schedule or to inservice release time.
- 9 f. Professional growth units may be earned by the following activities, upon evidence
10 of satisfactory completion:
- 11 (1) Educational travel
12 (2) Action research
13 (3) Self-directed study
14 (4) Lower division college course work (for teachers already in the District)
15 (5) Curriculum development
16 (6) Other activities approved by PGRB and the Superintendent.
- 17 g. Professional growth units are limited as follows:
- 18 (1) The units must be related to the Employee's assignment for activities
19 which go substantially beyond the scope of the Employee's regular professional duties.
- 20 (2) In general fifteen (15) approved hours of activity equates to one (1)
21 professional growth unit.
- 22 (3) No more than one-third (5 units) of the units required for any column change
23 on the salary schedule shall be earned in any manner other than upper division or graduate college work.
- 24 (4) Inservice release time. One (1) professional growth unit will entitle an
25 Employee to one (1) day of inservice release time. Employees shall give advance notice to their principal before taking
26 release days. The date(s) of such release time shall be at the teacher's discretion, except that in an emergency situation
27 the Superintendent may require the Employee to select an alternative date(s). If preferred an employee may use an
28 inservice release day to cover day(s) normally charged to sick leave.
- 29 (5) Professional growth units used by an Employee for inservice release time
30 shall be carried over from year to year. Only three (3) inservice release days shall be used during one (1) school year
31 unless otherwise approved by the Superintendent.
- 32 (6) Activities completed for professional growth units must take place outside
33 the regular school day with the possible exception of action research projects.
- 34 (7) All expenses connected with earning professional growth units will be given
35 by the Employee to the immediate supervisor/building principal.
- 36 (8) A copy of each application for professional growth units will be given by the
37 Employee to the immediate supervisor/building principal.

1 (9) All proposals for professional growth units must be received by the
2 Professional Growth Review Board prior to the Employee's beginning his/her activity.

3 11. Professional Growth Placement, column VI

4 a. An employee may earn professional credits by applying to the Professional Growth
5 Review Board (Exhibit 15) before she or he commences activity to move into column VI. Professional growth
6 efforts for column VI are intended to establish an area of concentration which will assist the teacher in their
7 assignment in Pacific Grove Unified School District.

8 b. Professional Growth Review Board will review applications and make
9 recommendations to the Superintendent, who shall have the final decision.

10 c. If the application is approved and the activity is completed, the employee shall file
11 a notice of completion with the Professional Growth Review Board.

12 d. Verification of the completion of professional growth activities or units shall be
13 submitted to the Professional Growth Review Board for their determination as to the completion of the application
14 for professional growth advancement to column VI.

15 e. The Professional Growth Review Board will forward approved applications to the
16 employer for verification of completion of professional growth activities/units.

17 f. The employee shall notify the employer of the employee's intent to complete the
18 requisite number of professional growth units for an advancement on the Salary Schedule during the coming school
19 year. The notification shall be delivered to the employer by June 1st of the year proceeding the
20 advancement. This notification shall be made on a form provided to each employee by April 15th by the
21 employer.

22 NOTE: Current practice of placing newly-employed teachers in the column equal to their
23 credits earned will continue. (Example: new hire with BA + 75 units of upper division work or a MA + 30 credits
24 or doctorate from an accredited institution will be placed in column VI.)

25 12. Notification and Verification Requirements:

26 a. Verification of the completion of professional growth units shall be determined by
27 the Employer.

28 b. Notification of intent to Advance on the Salary Schedule. The Employee shall notify
29 the Employer of the Employee's intent to complete the requisite number of professional growth units for an advancement
30 on the salary schedule during the coming school year. The notification shall be delivered to the Employer by May 1st
31 of the year preceding the advancement. This notification shall be made on a form provided to each Employee by April
32 15th by the Employer.

33 13. Special Assignment Increments:

34 a. Unless otherwise provided in the article on Hours of Employment, special
35 assignments shall be either beyond the normal school day as described in that section and/or have extra responsibility
36 requirements.

37 b. Factors. Effective the 2013-14 school year, increases in stipends must be

1 negotiated separately from the general, total compensation agreement and are no longer factored according to any
2 cell on the PGTA salary schedule.

3 (1) An increase of 7.5% of the base rate shall be added for the third and following
4 years' participation in that same position on the special increments schedule. (Exhibit 17)

5 (2) Before any athletic factor is paid, the following criteria shall be submitted to
6 and approved by the Board of Education:

7 (a) The length of the season of sport.

8 (b) A regular schedule of practice.

9 (c) The schedule of games or contests.

10 (d) The number of students participating in that sport.

11 (3) At the beginning of each school year, the Employer shall provide the
12 Association with the list of the special assignment appointments and the amount of money each appointee will earn.
13 If any new assignments are made during the school year, the association will be informed.

1 III. EMPLOYEE BENEFITS

2 A. Health Benefits

3 1. Mandatory Participation

4 Solely for the purpose of this Article and for no other purpose, Full Time shall be defined to
5 mean an employee who regularly works thirty-seven and one half (37.5) or more hours per week, exclusive of a duty
6 free lunch. All PGTA members working eight-tenths (.8) or more of a Full Time assignment (thirty (30) or more hours
7 per week) must be enrolled in one (1) of the medical plans offered by the District or meet MCSIG eligibility rules for
8 opting out. The employee shall select a plan upon eligibility and may thereafter change to a different plan during any
9 period of open enrollment or as otherwise allowed by the terms and conditions of the applicable plans. Employees must
10 be enrolled in a District offered medical plan to participate in the District sponsored dental and visions plans, however,
11 enrollment in District offered dental and vision plans is optional and not mandatory.

12 2. Allowance

13 a. In lieu of making any direct employee-only insurance contribution to the benefits
14 provider selected by the employee, the District shall pay to each active certificated (PGTA) employee who works
15 eight-tenths (.8) or more of a Full-Time assignment, and is enrolled in District medical, dental and vision plans, an
16 allowance of \$3,350 per year, in addition to their other compensation.

17 b. In lieu of making any direct employee-only insurance contribution to the benefits
18 provider selected by the employee, the District shall pay to each active, part-time certificated (PGTA) employee,
19 working at least four-tenths (.4) but less than eight-tenths (.8) of a Full-Time assignment, and is enrolled in District
20 medical, dental and vision plans, an allowance of \$1,500.00 in addition to their other compensation. Part time
21 certificated employees working less than four-tenths (.4) of a Full-Time assignment shall not be entitled to any
22 allowance for the purchase of health benefits.

23 3. Dependent Medical Coverage

24 If an employee enrolls eligible dependents in one (1) of the medical, dental and vision plans
25 offered by the District, then the District contribution toward dependent medical coverage beginning 2019-2020 shall be
26 a total of \$4,624.00 per year. This amount shall be paid by the District directly to the benefits provider selected by the
27 employee.

28 4. Choice of Plan

29 a. The Association shall have the right to choose its health insurance plans and
30 providers. However, if the selected plan involves the creation of a self-insurance program then the choice must receive
31 mutual agreement from the District prior to implementation of the change process. The District shall make a good faith
32 effort to reach agreement through collaborative efforts with the Association.

33 b. In accordance with the requirements of current plan providers, the Association shall
34 give timely notice to the District in writing if there is to be a change in the medical plan options to be offered to their
35 membership, both active and retiree, in the succeeding plan year. The Association reserves the right to request a
36 rescission of the notice. Such request shall be presented to the School Board and the Board will act on the request in
37 accordance with the Association's wishes. No less than 120 days prior to implementation of the new plan (s), the

1 Association shall identify the specific new plan (s) to be offered and, in collaboration with the District, identify all
2 estimated costs to the District and affected Employees resulting from changing to the new plan (s). While it is the aim
3 of the Association to limit District financial obligations due to a change of plan(s), it is understood that any additional
4 costs to the District must be negotiated between the District and the Association and that premium
5 increases, in excess of the District paid allowance or contractual District contribution levels for dependent coverage,
6 shall be the obligation of the employee unless changed by negotiations.

7 5. Employees Without Dependent Coverage

8 For those Employees without dependent coverage, \$10.00 may be applied to the following at the
9 Employee's discretion:

- 10 (1) life insurance
11 (2) income protection insurance
12 (3) medical insurance

13 6. Choice of Insurance Companies and Coverage

14 The choice of insurance companies and coverage shall be determined by the Association.

15 7. Maximum Benefit to Part Time Employees

16 The maximum benefit to part time Employees will be the allowance stated above in paragraph
17 A.2., as determined by the percentage of a Full Time assignment that the employee actually works.

18 8. Eligibility Requirements

19 Employee and dependents must meet whatever requirements are set forth by the insurance
20 companies in order to be eligible.

21 9. COBRA Coverage

22 An Employee shall be given the option of continuing his/her benefit coverage at his/her own expense upon resignation
23 of employment in accordance with the consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.

24 B. Medicare All members hired after November 1, 1990 will participate in Medicare coverage.

25 C. Medical Coverage for Retired Unit Members

26 1. a. Full time unit members who retire from the District with at least ten (10) years of
27 certificated service, and who previously were eligible to receive the same insurance contribution from the District
28 as active employees, shall now receive a contribution to their insurance up to the equivalent dollar value of the
29 allowance, identified in A.2 above, if they are enrolled in the three District/ Association health insurance plans. The
30 amount of the District contribution shall not, however, exceed the cost of the premium(s) for the plan(s) in which
31 the retiree is enrolled. This benefit shall continue up to the time at which the retired unit member becomes eligible
32 for Medicare or age sixty five (65), whichever occurs first.

33 b. After the retired unit member reaches age sixty five (65), or becomes eligible for
34 Medicare, whichever occurs first, the District will provide \$102 per month toward a Medicare supplement insurance
35 policy for those who retired prior to July 1, 2006 and \$152 per month for those who retired July 1, 2006 or after. Retired
36 unit
37 members in this category will receive the Medicare supplement subject to the cap, up through age eighty five (85).

1 Additionally, the District will provide to retired unit members in this category premiums for dental and vision coverage
2 equal to premiums received by active employees up through age 85.

3 2. After November 1, 1990 a bargaining unit member who retires between the ages of fifty five
4 (55) and sixty five (65) and is unable to earn sufficient quarters to be vested in Medicare by his/her retirement date will
5 be covered under

6 the provisions for retiree health coverage listed in the 1989-90 contract.

7 3. Additionally, the retiree has the option to purchase medical coverage for one (1) dependent
8 under the foregoing conditions as specified above, if allowable under the rules of the insurance provided.

9 4. If allowable, the surviving spouse shall be permitted to purchase coverage at his/her
10 expense.

11 D. Teacher Attendance Incentive Plan

12 1. Purpose

13 a. The purposes of the Sick Leave Incentive Plan (SLIP) are (1) to reward unit members
14 for sick leave earned but not used during the year by paying them cash incentives and depositing similar sums in a
15 special reserve fund on their behalf; (2) to reduce District expenditures related to sick leave benefits and substitutes;
16 and (3) to reduce unit member absenteeism.

17 b. The teacher attendance incentive program rewards employees for illness time earned
18 but not used during the school year. This program does not reduce, or in any way alter, a unit member's accumulated
19 sick leave balance or sick leave earned or used. Computation of incentive payments will utilize the current system of
20 accounting for sick leave accrual, prorated data, or uses as defined in Article IV. Use of any leave provision which
21 utilizes sick leave balances will be included in this program for computational purposes.

22 2. Eligibility

23 a. All unit members are eligible for the attendance incentive program provided that (1)
24 they are entitled to earn sick leave and are working in a position which accumulates sick leave, and (2) the unit member
25 uses 50% or less of his/her annual sick leave entitlement for each fiscal year that the program is in operation.

26 3. Computation of Annual Incentive Payments

27 a. At the close of each fiscal year, eligible attendance incentive program participants
28 will receive an incentive payment of \$20 for each day of unused sick leave. One half of the incentive payment (\$10)
29 will be paid directly to the employee. The other half (\$10) will be deposited in a special reserve account for the unit
30 member. This individual reserve account will be left to accrue payments until the member retires or separates from the
31 District.

32 4. Annual Cash Incentive Payment to Unit Members

33 a. Cash payments (one-half of the total payment calculated above) to unit members shall
34 be made once a year, during the month of October. This cash payment is subject to legally required deductions.

35 b. An insert will accompany the Annual Incentive Payment to provide an explanation of
36 how the payment was computed. Unit members have the responsibility to promptly report errors or concerns
37 regarding their computations.

1 5. Annual Payment to the Special Reserve Account

2 a. The second half of the unit member's incentive payment is placed in a special reserve
3 account where it is held for the employee until separation from District employment. The cost of administering the plan
4 will be deducted from the interest earnings of the special reserve account. Upon separation,
5 unit members will receive their account balance including net interest earned as of the last annual posting.

6 6. Eventual Distribution of Special Fund Deposits and Earnings

7 a. Following retirement or separation from District employment, the unit member's
8 accumulated share of the special reserve fund is distributed subject to the excessive sick leave usage deduction
9 provisions described below and the legally required taxes and deductions. Payment will be made in August following
10 separation from the District to the unit member's official home address via U.S. mail.

11 7. Deduction from Unit Member's Special Reserve Fund

12 a. Following retirement or separation from District employment but prior to distribution
13 of a unit member's accumulated share of the special reserve fund, the District will deduct \$20 from the unit member's
14 account balance for each sick leave day which is in excess of the unit member's annual entitlement each year that
15 entitlement is exceeded.

16 b. If the deduction amount exceeds the account balance, the unit member will receive
17 no special reserve fund payment, and incur no further obligation. This deduction is intended to provide a strong
18 incentive for unit members to maintain a high level of attendance throughout their employment. Deduction amounts
19 shall be returned to the District.

1 IV. RETIREMENT/EARLY RETIREMENT

2 A. General Provision:

3 1. Eligible Employees may apply for retirement or an early retirement program. By February
4 1st the Superintendent or his/her designee shall notify those teachers who will be eligible for retirement or an early
5 retirement option as of the commencement of the following school year.

6 2. Employees are encouraged to notify the Superintendent by March 1st that he/she desires to
7 retire or participate in an early retirement program for the following year.

8 3. By April 15th an Employee shall notify the Superintendent that he/she plans to participate in
9 an early retirement option of the following year.

10 4. Before an Employee participates in an early retirement option he will receive from the
11 Assistant Superintendent an analysis of the benefits and duties which accompany the early retirement options.

12 5. The Employer has the authority to make exceptions to these deadlines.

13 B. Early Retirement Options

14 1. Consultancy Contract:

15 a. Consistent with applicable laws limiting post-retirement employment, the Employer
16 may award a consultancy contract to a retired Employee under the age of sixty five (65) (Exhibit 14). Persons hired by
17 a consultancy contract are considered Employees. It is to be understood that in accordance with District needs, the early
18 retiree may be required to perform duties as a classroom substitute teacher. Any person retained to furnish such services,
19 hereinafter called an early retiree, shall meet the following requirements:

20 (1) The early retiree was a full-time Employee of the Employer for the ten (10)
21 years immediately preceding his resignation and retirement.

22 (2) The early retiree is at least fifty five (55) years.

23 (3) The early retiree shall make application to the Superintendent (Exhibit 13).

24 b. Compensations: Payments shall be made at the rate of \$132.50 for each day of service
25 completed up to a maximum of forty (40) days service and \$5,300.00.

26 c. Terms: The term of any agreement for services under this section will not exceed
27 five (5) years. The duties will be reviewed on an annual basis. An agreement with an early retiree for the furnishing of
28 services shall be terminated automatically at the end of the fiscal year in which the early retiree reaches the age of sixty
29 five (65) or upon the reemployment of the early retiree in a position requiring certification qualifications other than as
30 a substitute teacher on a day-to-day basis.

31 2. Early Full Retirement:

32 a. Eligibility: To be eligible the Employee must be at least fifty five (55) years of age
33 and have ten (10) years of service with the Employer immediately preceding resignation and retirement.

34 3. Reduced Workload with Full-Time Benefits:

35 a. Eligibility requirements:

36 (1) The certificated Employee cannot hold a position with a salary above that
37 of a school principal.

1 (2) The Employee must have reached the age of fifty five (55) prior to
2 reduction in workload.

3 (3) The Employee must have been employed full-time in a position requiring
4 certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

5 (4) The option of part-time employment must be exercised at the request of the
6 Employee, and can be revoked by the employee unilaterally only until the time that an employee has been hired to fill
7 the remaining portion of the assignment, or until March 1st for the subsequent school year. After an employee has been
8 hired, or after March 1st for a subsequent year, this option can only be revoked with the mutual consent of the Employer
9 and the Employee.

10 (5) The minimum part-time employment shall be the equivalent of one-half of
11 the number of days of service required by the Employee's contract of employment during his final year of service in a
12 full-time position.

13 b) Salary benefit provisions: The Employee shall be paid a salary which is the prorata
14 share of the salary he would be earning had he not elected to exercise the option of part-time employment, but shall
15 retain all other rights and benefits for which he makes the payments that would be required if he remained in full-time
16 position.

17 (1) The Employee shall receive the allowance described in Article III, A. 2. in
18 the same manner as a full-time Employee.

19 (2) Both the Employer and the Employee shall contribute to the State Teachers'
20 Retirement System as if the Employee were a full-time Employee.

21 (3) The Employee shall receive the same retirement credit as would have been
22 received as a full-time Employee.

23 (4) The Employer shall maintain the records necessary for an Employee to
24 receive his retirement credit.

25 (5) Participation in this program does not preclude an Employee from
26 participating in the consultancy contract program, however concurrent participation is not permitted.

V. LEAVES

A. Sick Leave:

1. An Employee employed five (5) days a week during the school year shall be entitled to ten (10) days leave of absence for illness or injury. Employees working more than the school year are entitled to proportionately more days in half-day increments to a maximum of twelve (12) days per year. Employees assigned for a fractional part of the school year will be entitled to such leave of absence for illness or injury in the same ratio as that assignment bears to full-time.

2. When an employee is absent from duties on account of illness or injury for a period of one hundred (100) working days or less, whether or not the absence arises out of or in the course of the employment of the Employee, the amount deducted from the salary due in any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute employee employed to fill the position during the Employee's absence or, if no substitute was employed, the amount which would have been paid to the substitute if one (1) were employed. Compensation under this section shall not apply to the first ten (10) days of absence of any Employee employed five (5) days a week to the proportion of ten (10) days of absence to which an Employee employed less than five (5) days a week is entitled.

3. Each regular certificated Employee who does not use the entire period of his annual sick leave in any school year shall have added to his 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. Notification: It shall be the Employee's responsibility to notify the Employer's answer service, substitute clerk or principal before commencing sick leave. Notification shall be as soon as the Employee knows of the absence.

5. Verification: The use of accumulated sick leave will be authorized if one of the following is on file: (Exhibit 7)

- 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 by someone in a religious sect.
- d. For use of accumulated sick leave as personal necessity leave. See Personal Necessity Leave - Short Term.

B. Health Leave:

1. Employees shall be entitled to one (1) year's health leave at a time, provided the Employee's physician verifies that the Employee is unable to perform his/her duties. The time involved in such a leave shall not constitute a break in continuous service; neither shall this time be counted as employment. No such leave shall be extended beyond a second (2) year unless the State Teachers' Retirement system declares a disability. Exceptions to notification dates will be made in emergency cases.

1 2. Such leaves of absence shall be granted only with the understanding that the Employer shall
2 be free from any liability for the payment of any compensation or damages now or hereafter provided by law for the
3 death or injury of an Employee of the District when the death or injury occurs while the Employee is on leave of
4 absence.

5 3. All requests for leaves of absence to begin in September of any year must be on file with the
6 Superintendent not later than the preceding April 5th. All requests for leaves of absence for the second semester must
7 be on file not later than the preceding November 15th. Exceptions to notification dates will be made in emergency
8 cases.

9 4. Health leave shall be without pay. At the Employee's option leave without pay shall
10 commence after accumulated sick leave has been exhausted.

11 C. Child Birth Leave: Leaves of absence of disability caused by or contributed to by pregnancy,
12 miscarriage, or childbirth shall be treated the same as leaves for illness, injury, or disability in that Employees shall have
13 the right to use accumulated sick leave. The length of the leave of absence, including the date on which the leave shall
14 commence and the date on which the Employee shall resume duties, shall be determined by the Employee and the
15 Employee's physician.

16 D. Parental Bonding Leave:

17 Per 44977.5. (a) During each school year, when a person employed in a position requiring certification
18 qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be
19 absent from his or her duties on account of maternity or paternity leave pursuant to Section 12945.2 of the
20 Government Code for a period of up to twelve (12) school weeks, whether or not the absence arises out of or in
21 the course of the employment of the employee, the amount deducted from the salary due him or her for any of the
22 additional twelve (12) weeks in which the absence occurs shall not exceed the sum that is actually paid a
23 substitute employee employed to fill his or her position during his or her absence or, if no substitute employee
24 was employed, the amount that would have been paid to the substitute had he or she been employed. The school
25 district shall make every reasonable effort to secure the services of a substitute employee. As provided under
26 44977.5(e), this leave extends coverage for non-birthing parents.

27 (b) For purposes of subdivision (a):

28 (1) The Twelve (12) week period shall be reduced by any period of sick leave, including accumulated sick
29 leave, taken during a period of maternity or paternity leave pursuant Section 12945.2 of the Government
30 Code.

31 (2) An employee shall not be provided more than one (1) twelve (12) week period per maternity or
32 paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the
33 employee may take the balance of the twelve (12) week period in the subsequent school year.

1 (3) An employee on maternity or paternity leave pursuant to Section 12945.2 of the Government Code
2 shall not be denied access to differential pay while on that leave.

3 (c) For purposes of this section, “maternity or paternity leave” means leave for reason of the birth of a child of the
4 employee, or the placement of a child with an employee in connection with the adoption or foster care of the child
5 by the employee.

6 (d) In the event the amount of a substitute exceeds the cost of a unit member’s daily rate of pay, then the unit
7 member will receive no less than fifty (50) percent of their regular salary.

8 (e) A person employed in a position requiring certification qualifications shall not be provided more than one(1)
9 twelve (12) week period for parental leave during any Twelve (12) month period.

10 E. Industrial Accident or Illness Leave:

11 1. In accordance with the Education Code, industrial accident or illness leave shall be in effect
12 for all certificated Employees of the District according to the following provisions:

13 a. Industrial accident or illness leave shall be granted for a maximum of sixty (60) days
14 during which the schools of a District are required to be in session or when the Employee would otherwise have been
15 performing work for the Employer in any one fiscal year for the same accident or illness.

16 b. Allowable leave shall not be accumulated from year to year.

17 c. Industrial accident or illness leave shall commence on the first day of absence.

18 d. When a person employed in a position requiring certification qualifications is absent
19 from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due
20 him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under
21 Division 4 or Division 4.5 of the Labor Code will result in a payment to him/her of not more than his/her full salary.

22 e. Industrial accident or illness leave shall be reduced by one (1) day for each day of
23 authorized absence regardless of a temporary disability indemnity award.

24 f. When an industrial accident or illness leave overlaps into the next fiscal year, the
25 Employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

26 g. Upon termination of the industrial accident or illness leave, the Employee shall be
27 entitled to the benefits provided in the Education Code, and for the purposes of each of these sections his/her absence
28 shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided
29 that if the Employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her
30 accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to
31 him/her of not more than his/her full salary.

32 h. During any paid leave of absence, the Employee shall endorse to the Employer the
33 temporary disability indemnity checks received on account of his/her industrial accident or illness. The Employer, in
34 turn, shall issue the Employee appropriate salary warrants for payment of the Employee's salary and shall deduct normal

1 retirement and other authorized contributions.

2 i. Any Employee receiving benefits as a result of this section shall during periods of
3 injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

4 j. The Employer reserves the right to secure proof of industrial injury or illness of an
5 Employee. Before salary payments will be made to an Employee absence because of industrial injury
6 or illness, a report of such accident or illness, in the form required by the compensation insurance carrier, must be on
7 file in the office of the Business Manager.

8 F. Jury Duty Leave:

9 1. Leave of absence for personnel called for required jury duty shall be granted according to the
10 provisions of the Education Code.

11 2. The Employer shall grant such leave with pay. Juror's fees shall be paid to the Employer,
12 excluding statutory mileage fee.

13 3. Certificated Employees shall be granted leave of absence when called for required jury duty
14 in the manner provided for by law. Such Employees are required to notify the Superintendent immediately upon being
15 notified of their call to jury duty. Employees shall return to work if excused by the court before 11:00 a.m.

16 G. Witness Leave:

17 1. A leave with pay shall be granted to Employees subpoenaed to appear as a witness (not as a
18 litigant) in a court of law or to appear before another governmental jurisdiction in response to an official order for
19 reasons not brought about through the connivance or misconduct of the Employee.

20 2. An Employee requesting such a leave shall submit a copy of the subpoena or official order to
21 the Superintendent or his/her designee.

22 3. At the conclusion of the appearance, the Employee shall submit personal verification that
23 he/she has been on witness leave.

24 4. Statutory fees which the Employee has received for appearing as a witness, excluding the
25 statutory mileage fee, shall be paid to the Employer.

26 5. Employees shall return to work if excused by the court before 11:00 a.m.

27 H. Personal Necessity Leave - Short Term:

28 1. During any fiscal year an Employee may elect to use not more than seven (7) days of
29 accumulated sick leave benefits for personal necessity leave.

30 2. Employees shall not be required to secure advance permission for leave taken for any of the
31 following reasons:

32 a. Death or serious illness of a member of his/her immediate family.

33 b. Accident involving his/her person or property, or the person or property of a member
34 of his/her immediate family.

35 3. Employees shall be required to secure advance permission from their immediate supervisor or
36 his/her designee for all personal necessity leave except as provided above. It shall be the responsibility of the Employee
37 to provide proof of personal necessity. The forms to be used to request permission and provide proof are attached as

1 (Exhibit 8).

2 a. There are occasions when advance notice or approval may be impossible. Requests
3 for leave under this policy may be made, therefore after the absence. However, the leave will only be granted provided
4 the reason for the absence would otherwise have been approved. In order to avoid misunderstanding, Employees are
5 encouraged to make every effort to contact their immediate supervisor or designee prior to taking leave under this
6 policy.

7 b. On occasion, the need for personal necessity leave may be so personal and
8 confidential in nature that a written description of the reason for the request would place an unreasonable demand upon
9 the Employee. In these instances, the Employee may contact their immediate supervisor or his/her designee and explain
10 the circumstances surrounding the need for the leave. The immediate supervisor or designee may authorize the leave.

11 4. Employees, upon an advance notice to the immediate supervisor, shall be permitted to use
12 three (3) of the seven (7) days of personal necessity leave without disclosing the purpose or reason for the leave. The
13 date of such leave shall be at the Employee's discretion except that in an emergency situation the immediate supervisor
14 may limit the number of leaves authorized under this provision.

15 5. In the event of a denial of the immediate supervisor, the employee shall have the right to meet
16 with the Superintendent to appeal the decision. The Superintendent's decision shall be presented to the employee in
17 writing in a timely fashion.

18 I. Personal Request Leave - Long Term:

19 1. The Employer may grant leaves upon the personal request of Employees. Leaves of this type
20 are requested for personal reasons of the Employee and not for reasons that will necessarily result in a direct benefit to
21 the Employer.

22 2. After five years of PGUSD service, such leaves shall be granted if: (a) the teachers states that
23 she/he has a reasonable expectation to return to the District at the conclusion of the leave: and (b) the leave does
24 not seriously disrupt the educational program. A maximum of two (2) leaves per school site shall be granted under
25 this subsection. Approvals shall be granted in the order that requests are received following January 1st of each year.
26 If more than two (2) teachers per site file a request for personal leave on the same date, preference shall be given to
27 those teachers with the most District seniority. Additional leaves may be granted with the recommendation of the
28 Superintendent.

29 3. Requests for personal leave shall be submitted to the Personnel Administrator for submission
30 to the Board of Education. Employees requesting a leave of absence should, whenever possible, make application with
31 the Superintendent no later than April 15th. Personal leaves must have prior approval by the Board of Education before
32 the Employee can take such a leave. No such leave of absence shall be granted for more than one year at a time, nor
33 may it be extended beyond a second year.

34 4. Personal request leaves shall be without pay.

35 5. Employees on leave status must notify the District by March 1st of their intent to return to
36 work for their following school year.

37 6. At the expiration of a one (1) year leave of absence, the Employee shall, unless otherwise

1 agreed, be reinstated in the position held at the time of the granting of the leave of absence (provided that conditions
2 would not have changed the Employee's assignment or status had the Employee remained in active service for the same
3 period). In the event of a leave of absence of more than one (1) year or of changed conditions the Employee shall be
4 reinstated and assigned work appropriate to the Employee's field of training.

5 J. Bereavement Leave:

6 1. The Employee shall be allowed leave with pay when such absence is occasioned by reason of
7 death in the immediate family.

8 2. If out-of-state travel is required because of the death of the Employee's immediate family, the
9 Employee will be entitled to five (5) days bereavement leave. Immediate family includes mother, father, grandfather,
10 grandmother of the Employee, or spouse of the Employee, and the spouse, son, son-in-law, daughter, daughter-in-law,
11 brother or sister of the Employee, any relative living in the immediate household of the Employee, grandchild of the
12 Employee or Employee's spouse, or any other relative permitted by California law.

13 3. If out-of-state travel is not required, the Employee is entitled to three (3) days of bereavement
14 leave, except that five (5) days are permitted for spouse, son, daughter, father, and mother. At the Employee's request
15 and with the approval of the Superintendent, the five (5) day leave may apply to other relatives.

16 4. Persons eligible under the policy for bereavement leave should, if possible, request this leave
17 by letter to the Superintendent before absenting themselves from duty. However, the Employer recognizes that
18 circumstances necessitating a bereavement leave may make a prior request inappropriate;
19 therefore, bereavement leave will be granted after having been taken by the Employee providing a written request has
20 been made upon return to duty and further providing that the leave was taken as a result of conditions covered in the
21 bereavement leave policy. In this case, the Employee should make arrangements for a substitute by notifying the
22 Employer's answering service, substitute clerk or principal.

23 K. Sabbatical Leave:

24 1. Professional Study or Travel

25 The Employer may grant sabbatical leave to a full-time Employee for the purpose of
26 professional study or travel if such leave will benefit the Employee's work performance, and the pupils of the District,
27 and compliance with the State and Board regulations has been achieved.

28 2. Understanding

29 It is understood that sabbatical leave is granted as an opportunity to prepare for improved
30 services to the pupils served by the schools of the District and that such leave is related to the present or prospective
31 service of the applicant.

32 3. Superintendent's Authorization for Further Details

33 The Superintendent is authorized to establish such further details of the procedure that in his opinion may be necessary,
34 provided however, that such details shall be consistent with the provisions of the Education Code and of the foregoing
35 paragraphs.

36 4. Granted Without Prejudice

37 Sabbatical leaves are granted without prejudice to an Employee's assignment or salary status.

1 5. Purpose

2 Sabbatical leave may be granted for the following purposes:

3 a. Travel

4 b. Independent study

5 c. Formal study

6 d. A combination of the above

7 e. Travel is considered education if it results in a significant contribution to professional
8 growth by exposing the participant to new peoples, cultures, environments, experiences, and events.

9 f. Independent study is a program of independent study, research, and/or experience
10 relating to the present or prospective service of the applicant which promises professional value equivalent to that
11 derived from formal study at recognized educational institutions.

12 g. Formal study is upper-division or graduate study in an accredited institution of higher
13 learning, including equivalent study in foreign universities. Courses must relate to the present or prospective service of
14 the Employee or must qualify the applicant for a needed credential or a higher degree.

15 6. Eligibility:

16 a. Any Employee who has completed seven (7) or more full years of service in the
17 Pacific Grove Unified School District and who has received satisfactory evaluations during the last seven (7) years of
18 service shall be eligible to apply for sabbatical leave. After at least seven (7) years of service have been performed
19 following the return from any given sabbatical leave, another leave may be applied for.

20 b. The age of the Employee requesting such leave shall be such that it is possible to
21 serve a time equivalent to twice the period of the leave before retirement.

22 c. A full year of service is considered to be 75% of a school year, excluding absence for
23 illness or other causes (Education Code 13328).

24 7. Length of Leave:

25 a. Sabbatical leave may be granted for not less than one nor more than two consecutive
26 semesters.

27 8. Application and Procedures:

28 a. The applicant shall submit a statement of the program that he/she proposes to follow
29 while on sabbatical leave to the Superintendent no later than February 1st. The Employee may accept a fellowship or
30 grant-in-aid designed to promote the accomplishment of the purpose of the leave.

31 b. The Professional Growth Review Board will review all sabbatical leave applications.
32 Applicants shall appear in person and discuss plans with the committee which will then submit in priority order the
33 names of qualified applicants as a recommendation to the Superintendent of Schools.

34 c. The Superintendent shall make the final decision regarding the Employees to be
35 recommended for leave. All of the following items shall be used as guides:

36 (1) Whether leave has been taken previously

37 (2) Seniority

- (3) Relative merits of reasons for desiring leave
- (4) Benefits to the District
- (5) Applicant's service record

d. The names of those recommended shall be presented by the Superintendent with his recommendations to the Board of Education for Board consideration and action at any time after February 1st, but not later than at the first meeting of the Board of Education in May. When an Employee must make earlier arrangements for leave than can be accommodated within the dates indicated, earlier requests for intention to take leave and earlier Board action may be taken.

9. Compensation:

a. Amount - Compensation for Employees on sabbatical leave shall be one-half (1/2) of the salary which the Employee would have received had he/she remained in active service. The Employee, at his/her option, may continue his/her benefits with the Employer picking up one-half (1/2) the costs.

b. Method - Compensation shall be paid in the same manner as if the applicant were teaching in this school District.

c. The applicant shall furnish to the Employer a surety bond of a corporate surety authorized to do business in the State of California, the form to be approved by the Superintendent, in an amount equal to the total compensation to be paid to the applicant during said leave of absence, said bond to be conditioned so as to indemnify the Employer against failure of the applicant to render appropriate service in the employ of the District following his/her return from said leave of absence. Bonds are to be delivered to the Personnel Office.

10. Salary Increase: A certificated Employee who is granted sabbatical leave shall receive, when the sabbatical leave is completed, such automatic increases in salary rating as would have been received had he/she remained in active service and upon return shall assume a position on the salary scale as if he/she had not been on leave.

11. Return to Duty - Return to Service

a. At the expiration of leave of absence, the Employee shall, unless otherwise agreed, be reinstated in the position held at the time of the granting of the leave of absence (provided that conditions would not have changed the Employee's assignment or status had the Employee remained in active service for the same period). In the event of changed conditions the Employee shall be reinstated and assigned work appropriate to the Employee's field of training.

b. The applicant for a sabbatical leave must agree to return to the service of the Employer immediately following the sabbatical leave for a period of time equal to twice the period of the leave.

12. Evidence of Fulfillment of Leave: No later than six (6) weeks after returning to service from a sabbatical leave, the Employee shall submit in writing to the Board of Education three (3) copies of a detailed evaluation of the activities while on leave, showing evidence that the Employee has met the objectives stated in the application. An Employee shall not be considered as having completed the requirements of sabbatical leave until this report has been reviewed by the Board of Education.

13. Accident or Illness: Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not prejudice the status of an Employee as regards the fulfillment of

1 the conditions for study or research on which such leave was granted nor affect the amount of compensation to be paid
2 such Employee under the terms of such sabbatical leave, provided that the Superintendent has been notified of such
3 accident or illness. Notification shall be by registered letter mail within two (2) weeks after such accident or illness.
4 Such notice must include a doctor's verification of the Employee's state of health.

5 14. Retirement: Sabbatical leave time shall count toward retirement in proportion to
6 compensation, and the annuity contributions shall be collected on the percent of salary received. (Education Code
7 Section 14060).

8 L. Differential Compensation Leave:

9 1. An Employee may request a differential compensation leave to further the best interests of the
10 District concerning the instructional program. Application for such a leave shall be made to the Superintendent, stating
11 the purpose of the leave and the expected benefit to the District. The Superintendent may require a further statement of
12 purpose with more specific information. The Superintendent may recommend the granting of the leave. Final
13 determination shall be made by the Board of Education.

14 2. Differential compensation shall be the Employee's salary minus that paid to his/her
15 replacement.

16 3. When applying for the leave, the Employee may request the following information, which
17 shall then be provided by the Superintendent:

- 18 a. Amount of differential pay
- 19 b. Benefits
- 20 c. Seniority and tenure rights
- 21 d. Reinstatement

22 4. Upon return from leave, the Employee shall file a report with the Superintendent and the
23 Board concerning the benefits to the District achieved by the leave.

24 M. Military Leave:

25 1. Military leave will be granted in accordance with the Education Code and California law.

26 2. Certificated Employees eligible for the draft or considering fulfilling a military obligation by
27 enlistment, shall keep the Superintendent of Schools informed as to their current draft classification status.

28 3. Every effort on the Employee's part must be made to aid in an orderly transition in the event
29 the Employee is required to leave in the middle of the school year.

30 4. Applicants for military leave shall make every effort to prevent their military obligations from
31 conflicting with school duties.

32 N. Teacher Exchange Leave: The Board of Education may, upon the recommendation of the
33 Superintendent, grant teachers leave to teach in foreign countries or in the United States, providing the place of exchange
34 agrees to furnish a teacher with qualifications acceptable to
35 the Pacific Grove Unified School District.

36 1. No such leave of absence shall be granted for more than one (1) year at a time, nor may it be
37 extended beyond a second year.

1 2. Any teacher serving as an exchange teacher in the District from a foreign country must possess
2 the credential as provided in the Education Code.

3 3. Upon mutual agreement by the Pacific Grove Unified School District, the place of exchange,
4 and the exchange teachers, the following conditions will be established.

5 a. Each Employer will provide a contract to pay their teacher's regular salaries and
6 benefit payments, making all deductions provided by law, during the period of the exchange teaching.

7 b. Each Employer will pay for any substitute teachers' salaries that become necessary in
8 the event their teacher becomes ill.

9 c. Teachers on exchange are responsible for any transportation costs and living costs
10 recognized in participating in the exchange program.

11 d. Each Employer will provide for accident considerations through some coverage such
12 as workers' compensation insurance.

13 O. Job Sharing Leave

14 a. Job sharing is a plan whereby two (2) certificated teachers, at least one (1) of whom
15 has attained permanent status in the District, share full teaching responsibilities for one (1) identifiable full-time
16 position.

17 b. Application for Job Sharing Leave (Exhibit 16) shall be submitted to the
18 Superintendent who will convene a committee composed of the site administrator, a teacher at the grade
19 level/subject in which the job share would occur and a PGTA representative. The committee shall submit a
20 recommendation to the Superintendent for approval. Prior to the Committee's consideration of the plan, the
21 applicant(s) may request a conference with the Committee.

22 c. The employed permanent certificated teacher(s) shall comply with the following
23 procedures when requesting a leave for job share:

24 1. by March 1st the employee must request a partial leave and include a job
25 sharing plan (Exhibit 16) to the Superintendent or designee. The job sharing plan must identify how each job share
26 partner will learn the information disseminated during staff meetings and staff
27 development sessions held on days that he or she is not scheduled to work, including the option of attending such
28 meetings.

29 2. the plan must be reviewed and approved in accordance with (b) above.

30 3. if a permanent certificated teacher is not identified as the job share partner,
31 the District must be able to employ a fully qualified replacement in the position being left vacant by advertising
32 both within the district and outside the district for the open job share position.

33 4. job sharing applicants must meet all credential and job description
34 requirements for the requested position.

35 d. The employee requesting the job share may rescind his/her request for leave and a
36 job sharing assignment prior to the hiring of the potential employee identified to fill the job share.

37 e. Any permanent certificated teacher approved for and assigned to a job-sharing plan

1 shall be considered to be on a leave for that period of time included within the job share plan and shall become a
2 part-time teacher in the District.

3 f. Any outside applicant approved for and hired to a job sharing plan assignment shall
4 be on temporary contract, retains no permanency rights in the District and must re-apply and follow recruitment
5 procedures for any future openings for which he/she is qualified.

6 g. Before entering a job-sharing plan, each Employee will receive from the Director
7 of Human Resources an analysis of the rights and benefits that accompany the job sharing option. This analysis will
8 include information about:

- 9 1. salary placement
- 10 2. salary schedule advancement
- 11 3. seniority and tenure rights
- 12 4. benefits
- 13 5. sick leave

14 h. If one (1) of two (2) permanent certificated teachers in the job sharing plan resign,
15 retire, go on leave, or return to full-time employment mid-year, the remaining permanent certificated teacher may
16 request that the District recruit another partner, using the Committee identified in (b) as the interview committee
17 along with the remaining teacher, or choose to take the position full-time.

18 i. At no time shall a job share pose undue hardship to the District.

19 j. The total combined cost to the District for each job-share arrangement shall not
20 exceed the cost of the full-time position/s being reduced.

21 k. Each job-sharing plan will be only one year in duration. Permanent teachers who
22 wish to continue job-sharing must reapply annually by March 1st. If one of the job share partners is a
23 temporary teacher, the position must be advertised, at a minimum, internally prior to selecting the temporary job
24 share partner for the following year. There is no limit on the number of years a teacher may be approved for job
25 sharing.

26 P. Exclusive Representative Leave: The president of the exclusive representative or his/her designee
27 shall be entitled to a reasonable number of days of released time for conducting business pertinent to unit affairs.
28 Requests shall be made as far in advance as possible.

29 Q. Salary Deduction for Absences: Unpaid leave of absences shall result in salary deductions.
30 Deductions shall be made at the Employee's daily rate of pay unless differential pay is authorized by the Employer.
31 Differential pay is the Employee's daily rate less the amount actually paid to a substitute employee employed to fill the
32 position during the Employee's absence or, if no substitute was employed, the amount which would have been paid to
33 the substitute if one were employed.

34 R. Liability: The Pacific Grove Board of Education and the Pacific Grove Unified School District shall
35 not be liable for the payment of any compensation or damage arising from the death or injury of an Employee while
36 on leave of absence. (Education Code Section 44974).

VI. TRANSFERS/ASSIGNMENTS

A. Definitions

1. Transfer: Any change of assignment.

a. Voluntary: Requested by the Employee.

b. Involuntary: Determined necessary by the Employer. May occur when the Employee selected for the transfer does not request that transfer or when a grade level closure necessitates that transfer.

c. Group Involuntary: A group involuntary transfer is one (1) involving two (2) or more Employees.

2. Assignment: Current placement of an Employee (“current” as used in assignment means placement immediately before transfer).

3. Vacancy: A position available for assignment at any school site or District Office after involuntary transfers have been assigned.

4. Length of Service: Number of actual teaching years in the Pacific Grove Unified School District. This definition applies only to Article VI, Transfers.

B. Voluntary Transfer

1. Employees interested in a voluntary transfer shall indicate their interest in writing on or before the vacancy closing date listed on the vacancy announcement.

2. Filing of a voluntary transfer is without prejudice to the Employee concerned and does not jeopardize the Employee’s current assignment.

3. Qualifications for all vacancies in the Pacific Grove Unified School District will be based on clearly defined and pre-established criteria, prior experience, major or minor fields of study and length of service in the Pacific Grove Unified School District. Applicants shall not be deemed unqualified for a position for capricious or arbitrary reasons.

C. Vacancy Announcements:

1. When a vacancy occurs at a site, the principal will post and resolve the potential grade level or department openings initially at the site only. A teacher at that site may indicate in writing their interest in the opening. A request may be withdrawn at any time prior to the official confirmation that the assignment has been approved.

2. After the vacancy is resolved at the school site, per section VI.C.1., the Employer shall post and provide to each Employee of the District, including by electronic means, a list of all know vacancies. The District may post internally and externally at the same time. The District will not fill a vacancy until the vacancy is announced and all qualified employees who have filed interest letters have been interviewed by a panel of staff (which will include invited PGTA representative) and administration. In the event that no PGTA representative is available, the interview will proceed. All interviewees will be notified of the decision before external interviews are held.

D. Notification, Preparation and Compensation for Transfers: In the event of transfers, teachers will be given two weeks’ notice, if possible, and will be given the choice of three (3) days of compensation at substitute rate for work performed outside the normal work day or three (3) school days of release time, to compensate for or to prepare for and effect the move. Transportation shall be provided by the Employer for moving the teacher’s materials.

1 E. Individual Involuntary Transfers:

2 1. Involuntary transfer include changes in the following: (a) elementary grade level, (b)
3 secondary department, (c) school site. Such personnel transfer shall be based exclusively on the legitimate,
4 educationally-related needs of the District. Transfer of personnel may become necessary due to loss of enrollment
5 and/or program elimination, reduction or revision, or program changes. There will be an initial attempt to satisfy District
6 staffing needs by soliciting volunteers for such transfers within the grade level or department affected by the reduction.
7 The solicited volunteers would have the same rights as the involuntary transferee.

8 2. When involuntary transfers are necessary, the determination of which Employee is to be
9 transferred will be made based on length of service in the Pacific Grove Unified School District. In the event that the
10 person with the fewest years of service in the Pacific Grove Unified School District is not qualified for the only available
11 alternative positions, the person who is qualified with the fewest years of service in the Pacific Grove Unified School
12 District will be transferred. Qualifications will be based on appropriate credential and prior experience. In the event
13 that more than one person has the same length of service in the Pacific Grove Unified School District, determination
14 will be based on qualifications.

15 3. In the event there is more than one available alternative position, the Employee to be
16 involuntarily transferred shall have the right to indicate preferences from a list of said positions.

17 4. An involuntary transfer will be made only after a meeting with the Employee involved, the
18 Superintendent or his/her designee, and the Association. The Employee and the Association will be notified in
19 writing by the Superintendent or his/her designee of the decision and the reasons for the transfer of that Employee.

20 5. Any Employee involuntarily transferred shall not be similarly transferred for a minimum of
21 two (2) years unless no other viable alternative is available (procedure in paragraph 4 above will be followed) or unless
22 a reduction at the grade level or department occurs in the two (2) year period in which case years of service in the
23 District will be the determining factor. If, however, an employee has been involuntarily transferred three (3) times
24 during the past five (5) year period pursuant to this provision then the employee shall be exempted from further
25 involuntary transfers for the following five (5) year period regardless of their years of service in the District.

26 6. Employees involuntarily transferred shall have the right to return to their original assignments
27 (grade level/department) if it becomes available, and the employee has received all satisfactory ratings in their
28 evaluations within those two (2) years.

29 7. Any Employee affected by an involuntary transfer shall be informed as soon as the decision
30 is made and no later than the last day of school and shall be released without prejudice by the Employer from the
31 Employee's individual contract if the Employee so requests. Exceptions to this notification can only be made for good
32 cause such as, but not limited to, resignation, death, revision of curriculum, low enrollment, and State or Federal
33 mandates. There will be a reasonable attempt to contact a member so transferred in order that he/she has first right of
34 refusal for any new alternative positions that become open in the District, for which he/she is qualified prior to the
35 beginning of school.

36 F. Group Involuntary Transfer: The criteria for selection of those Employees to be transferred shall be
37 the same as for Individual Involuntary Transfer, Item two (2). Employees chosen for involuntary transfer will be

1 notified in writing by the Superintendent or his/her designee of the reasons for their selection. Employees affected by
2 involuntary transfers shall be reassigned as follows:

3 1. The affected Employees will be notified and provided a list of available vacancies at least
4 seven (7) calendar days before a scheduled conference with the Superintendent or his/her designee and the Association.

5 2. In order of length of service in the Pacific Grove Unified school District, each Employee shall
6 meet with the Superintendent or his/her designee and Association and shall choose a specific position desired from the
7 list of available vacancies for which the Employee is qualified.

8 3. If a position is not chosen, the Employee will wait until the other involuntary transferees have
9 had an opportunity to choose their placement.

10 4. At the conclusion of this process, the Employees remaining without a position may be
11 administratively placed.

12 5. The Employee will be notified by the Superintendent or his/her designee of the decision and
13 the reasons for the transfer. A reasonable attempt will be made to contact Employees in this status in order of length of
14 service in the Pacific Grove Unified School District. He/she has first right of refusal for any new alternative positions
15 that become open in the District prior to the beginning of school. A member so transferred may apply for any subsequent
16 vacancy in the District for which he/she is qualified. Employees involuntarily transferred shall have the right to return
17 to their original assignments (grade level/department) if it becomes available within two
18 (2) years.

19 6. Any Employee involuntarily transferred shall not be similarly transferred for a minimum of
20 two (2) years unless no other viable alternative is available (procedure in D.4. above will be followed) or unless a
21 reduction at the grade level or department occurs in the two (2) year period in which case years of service in the District
22 will be the determining factor. If, however, an employee has been involuntarily transferred three (3) times during the
23 past five (5) year period pursuant to this provision then the employee shall be exempted from further involuntary
24 transfers for the following five (5) year period regardless of their years of service in the District.

25 G. Pupil Personnel Service Employees shall not be required to substitute (temporary transfer) for any
26 teacher except in an emergency situation where the safety of the students is involved and no other reasonable alternative
27 is available.

28 H. Intra-District Exchange Teacher Program: With the consent of the supervisors and principals involved
29 and the Superintendent or his/her designee, two (2) Employees may choose to exchange positions for a period not to
30 exceed one (1) school year. Any Employee may enter into such an exchange not more than once every four (4) years.
31 Such requests shall be made formally in writing to the Superintendent not later than April 15th.

32 I Summer School Assignment: Whenever possible, applications for summer school will be available
33 no later than April 1st. The deadline to return applications will be April 15th, or fourteen (14) calendar days from the
34 date of posting. Available assignments will be filled on the basis of clearly defined and pre-established criteria,
35 prior experience, major or minor fields of study and length of service in the District. First priority for a particular
36 assignment shall be given to the employee who was working in the District in the same grade level or subject area
37 during the preceding regular school year. In the case of multiple "first priority" applicants, priority shall be

1 determined based on the employee with the most years of service in the District in the relevant grade level or subject.
2 If there are still applicants with equal priority, then priority shall be determined by seniority in the District.
3 Assignments shall be made collaboratively by the Summer School Principal and District Personnel Officer.

4 J Regular Education Combination Class Assignment:

5 1. A combination class is one (1) comprised of students from two (2) or more elementary
6 grade levels.

7 2. When a combination class is formed, requiring a staff member from one (1) of the affected
8 grades to teach the combination class, the assignment shall be considered an involuntary transfer and the same
9 procedures outlined in section VI. B & E of the contract shall be followed.

10 3. The employee selected to teach a combination class shall indicate, at the beginning of the
11 new assignment, which of the grade levels within the combination class he/she chooses to be considered as their
12 grade level for purposes of seniority. This may have a bearing on the outcome of future transfers within a grade
13 level.

14 4. An employee transferred to teach a combination class will be given as much advance notice
15 as possible and under no circumstances less than three (3) work days of the year to prepare for the change of
16 assignment.

17 5. Three (3) comp. or release days shall be provided to the affected employee to prepare for
18 the change of assignment as outlined in section VI. E.

19 6. Whenever possible, an employee teaching a combination class will confer with the
20 principal and the other teachers within the affected grades in order to assist in the selection of students who will be
21 assigned to the combination class.

22 K. Alternative Process for Transfer If a Principal perceives a need to make an assignment change
23 which appears to be disallowed under the Article, the Principal may request the convening of a joint committee
24 consisting of a PGTA representative appointed by the PGTA President and a District representative appointed by
25 the Superintendent. The committee shall first explore alternative ways to meet the needs of the Principal within the
26 limits of the contract. If that is not possible, the committee shall notify potentially affected teacher(s) that they are
27 gathering information concerning possible alternatives. The committee's information gathering process may
28 include speaking with the Principal and any potentially affected teachers. The committee shall appropriately
29 consider the following criteria:

30 1. The number of preps (different subject areas) the assignment would require.

31 2. The seniority of the affected teachers.

32 3. The legitimate educational needs of the District.

33 4. The number of times the teacher has already been transferred.

34 5. Whether the assignment requires travel between sites.

35 If the committee is able to reach mutual agreement amongst the committee members on a recommendation, the
36 recommendation shall be given to the Principal. The Principal may accept or reject the recommendation. If the
37 recommendation is accepted, the Principal shall notify the affected teacher(s). The affected teacher(s) shall be

- 1 given the rights of involuntary transferees. If the recommendation is rejected, or if the committee is unable to
- 2 reach mutual agreement on a recommendation, the Principal is bound by the limitations of this Article in
- 3 assigning staff.

VII. ORGANIZATIONAL SECURITY

A. Dues Deduction

1. Any unit member who is a member of the PGTA, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (0.1) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Deductions will remain in force until changes are made in the law or by a written direction by the employee to the Pacific Grove Teachers Association (the Association) and subsequent notification by the Association to the District.

2. With respect to all sums deducted by the District pursuant to Paragraph 1, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. Any revocation of union membership shall fall under the purview of the Association. In the event a unit member wishes to revoke their membership, the District shall refer them to the Association.

3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

B. Access to Bargaining Unit Members

1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

2. The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's contract day.

3. The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the Association shall be provided as much notice as possible but no less than two (2) work days.

4. The Association shall be provided no more than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. The orientation session will be held at a mutually agreeable time on District property during the work day of the

1 employee(s), who shall be given time to attend. District administration may excuse themselves during Association
2 time.

3 5. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors
4 and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will
5 have access to District audio visual equipment for Association presentations.

6 6. The following new bargaining unit member information as provided by the new member shall be
7 delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than
8 thirty (30) days after the date of hire:

- 9 a. Name
- 10 b. Home Address
- 11 c. Phone Numbers – work, home and cellular
- 12 d. Personal (non-District) Email Addresses
- 13 e. School Site
- 14 f. Assignment: secondary/elementary
- 15 g. Date of Hire
- 16 h. Seniority Date
- 17 i. Full time Equivalent (FTE) status
- 18 j. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- 19 k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional
20 Internship Permit “PIP” or College Internship, etc.)

21 7. In addition, three (3) times a year (September, January, and May), the District shall deliver to the
22 Association president the following information as provided by the member in digital Excel format for all
23 bargaining unit members:

- 24 a. Name
- 25 b. Home Address
- 26 c. Phone Numbers – work, home and cellular
- 27 d. Personal (non-District) Email Addresses
- 28 e. School Site
- 29 f. Assignment: secondary/elementary
- 30 g. Date of Hire
- 31 h. Seniority Date
- 32 i. Full time Equivalent (FTE) status

1 8. This shall be subject to the grievance and arbitration article of the Collective Bargaining
2 Agreement between the parties.

3

4

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VIII. HOURS OF EMPLOYMENT

A. Length of Work Year:

1. The length of the work year for all employees will be 185 days inclusive of two (2) teacher work/preparation days and two (2) District staff development days.

The District will receive information from PGTA’s school site representatives using existing staff development committee structure. This information will relate to the identification of topics and delivery models along with the dates and topics as well as a determination of whether part of whole days should be used for these two (2) staff development days. The District retains the right to direct this staff development (selection of topic/s and delivery dates, model, etc.) as it so determines and all PGTA members will be required to attend.

Exceptions to the 185 day work year are as follows:

- a. New Employees: An additional one (1) day to precede the regular work year.
- b. Counselors: An additional ten (10) days to precede or follow the regular work year.
- c. Psychologist: An additional eighteen (18) days to be spent before or after the regular work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.

2. In order to develop a work year calendar that meets the interests of all affected parties, a three-party committee shall be formed (District, PGTA, and CSEA, if CSEA adopts this process). Each party shall choose two (2) representatives to serve on the committee, for a total of six (6) individuals on the committee.

a. The committee shall begin meeting no later than October 1st to develop calendar options for the upcoming school year. The committee must reach unanimous agreement on calendar options before presenting them to the Board for final approval. The union representatives shall be authorized by their unions to sign off on calendars, signifying they are ready for Board approval. It shall be the responsibility of the union representatives to complete their union’s process for ratifying calendars prior to signing a calendar. The committee may also develop calendars for multiple years and present those to the Board at the same time as the adoption.

b. When a calendar has not yet been agreed upon for an upcoming school year, the District shall convene a meeting of the committee and present a proposed calendar no later than October 1st. The proposed calendar shall be modeled after the most recent calendar, creating the same basic starting and ending times of the school year and the types and lengths of breaks during the year. The proposed calendar shall be deemed approved by the unions if none of the union representatives on the committee submits a written request to one (1) of the District representatives by November 1st to renew the committee process in section (a) above. Also, the District may give written notice to the union representatives on the committee that the District wishes to renew the committee process in section (a) above.

c. If the committee is unable to agree on a calendar by February 1st, then impasse will be declared, and the parties will request a mediator from the state.

d. Adoption of any state law or regulation that impacts an adopted work year calendar shall trigger a reconvening of the committee to develop calendar options addressing the change.

e. Proposed changes to an adopted calendar which do not affect CSEA may be agreed

1 upon by District and PGTA without reconvening the committee.

2 B. Work Day:

3 1. A reasonable effort will be made by teachers, before or after their teaching day, to be available
4 to students and parents. Secondary teachers will post available hours for student/parent contact.

5 2. Each teacher's work day shall be defined as being seven (7) hours per day, which shall include
6 a forty five (45) minute, duty-free lunch. The full work day for teacher professional development (non-student days)
7 shall continue to be six (6) hours long.

8 3. Attendance at school staff meetings may be required for one and one-half (1-1/2) hours one
9 (1) day a week. The principal may continue this meeting an additional thirty (30) minutes in case of emergency.

10 4. Attendance at District staff meetings may be required until 5:00 p.m. one (1) day per month.

11 5. Attendance at school related meetings and activities may be required five (5) evenings a year
12 until 9:00 p.m. Evening events shall be counted as three (3) hours of duty per event.

13 6. The Employer may require of each Employee up to five (5) hours per year beyond the regular
14 work day or work year for specified inservice activities. At the evaluation plan conference the Employee and the
15 Employer shall mutually agree on the inservice activities which may be required. If no agreement is reached, the
16 Superintendent shall make the final decision. The required inservice activity will be completed by the following Fall
17 evaluation plan conference. The inservice activities will be of no cost to the Employee.

18 7. Additionally, Employees shall be required to be on duty for agreed to adjunct duties. The total
19 number of hours between adjunct duties and evening events shall not exceed twenty seven (27) hours for the school
20 year. Evening events shall be counted as three (3) hours of duty per event.

21 8. The normal working hours for the pupil personnel services Employees are as follows:

22 a. The psychologist shall have a thirty seven and one-half (37-1/2) hour work week
23 exclusive of lunch.

24 b. The speech therapists and librarians shall have a seven and one-fourth (7-1/4) work
25 hour day, including a forty five (45) minute, duty-free lunch.

26 c. The high school and middle school counselors shall have a thirty-five (35) hour work
27 week exclusive of lunch.

28 9. The preschool teachers have a six (6) hour work day.

29 10. An Employee may volunteer additional hours beyond those required by the Employer.

30 11. A "full time instructional workday" shall be defined as being six (6) hours long only for the
31 purpose of implementing the State Staff Development Program (E.C. 44579 1[e]).

32 C. Teaching Hours:

33 1. Full-time teachers of grades six (6) through twelve (12) shall be assigned five (5) fifty (50)
34 minute classroom teaching periods or the equivalent number of teaching hours when a block schedule is utilized. A
35 reasonable effort will be made to assign no more than three (3) course preparations to a teacher.

36 2. Full-time teachers of grades kindergarten through five (5) shall be assigned approximately the
37 same number of student contact hours each day.

1 3. The classroom teaching hours may be reduced for minimum days and other programs as
2 determined by the school calendar and school principal.

3 D. Preparation Periods:

4 1. Full-time teachers of grades six (6) through twelve (12) shall have 250 minutes preparation
5 per week, ordinarily assigned on a basis of fifty (50) minutes per day or the equivalent in the situation when a block
6 schedule is utilized.

7 2. Full-time teachers of grades kindergarten through five (5) shall have at least an average of 170
8 minutes of preparation time per week. The faculty and the principal at each elementary school site shall determine the
9 manner in which the 170 minutes preparation time shall be distributed throughout the week. Reasonable effort will be
10 made to distribute preparation time equally among teachers within a building site.

11 3. The length of preparation periods may be reduced for minimum days and other programs as
12 determined by the school calendar and school principal.

13 4. In emergency situations, teachers may be called upon during their preparation period to assist
14 or provide coverage until a substitute arrives. Events which have been previously scheduled such as State testing
15 programs or District meetings do not constitute an emergency.

16 5. Principals may authorize a teacher to leave school during a preparation period when, in the
17 principal's opinion, such leaving is for the benefit of the school's program or an emergency has arisen. If the principal
18 is not available, the Employee shall leave a message with the office staff.

19 6. Each psychologist and speech therapist shall be allowed one-half (1/2) day per week for office
20 time which is, in effect, their common preparation time.

21 E. Part-Time Teachers: Part-time teachers shall have classroom assignments and preparation periods in
22 the proportion that their assignment bears to full-time teaching.

23 F. Adjunct Duties: Each Employee shall perform reasonable adjunct duties. Adjunct duties shall be
24 defined as non-instructional duties and responsibilities including supervisory and advisory duties. Adjunct duties shall
25 be determined by the principal or his/her designee working with an adjunct duties committee of faculty members. If
26 there is no agreement the Superintendent will make the decision. At each school this committee will determine a method
27 for fair distribution of adjunct duties. The PGTA President and Vice President are to be relieved of some site adjunct
28 duties in consideration of fulfilling District responsibilities. All itinerant employees shall be responsible for a
29 proportionate share of adjunct duties at their assigned work sites. Adjunct duties for part-time Employees shall be on a
30 prorata basis. The Employee and the Employer will select those duties for which the Employee will be held responsible.
31 Starting with the 2007-08 school year, the School Site Adjunct Duties Committee shall use a numerical point system
32 based on the number of hours required for adjunct duties. The Committee shall use this point system in its effort to
33 fairly distribute adjunct duties. Members of the standing regular SST teams attending meetings held outside the
34 student school day shall be given adjunct duty credit. The District agrees to credit ten (10) hours of classroom
35 Special Education teachers' school site adjunct duty time for the purpose of participating in the ten (10) monthly
36 District-wide Special Education meetings.

37 G. IEP, SST, and Section 504 Meetings.

1 1. IEP Meetings: Individualized Education Plan (IEP) meetings shall be scheduled during
2 the school day, unless there are extenuating circumstances or the team participants prefer to hold the meeting before
3 or after school. A substitute shall be provided if needed to relieve the classroom teacher from his/her duties. If the
4 IEP meeting falls within the teacher's preparation period, a substitute shall, upon request by the teacher, be provided
5 for a make-up preparation period. IEP meetings that must be held after the student school day shall be limited to
6 one (1) hour unless there are extenuating circumstances.

7 2. SST and Section 504 Meetings: Student Study Team (SST) and Section 504 meetings may
8 be held immediately before or after the student school day and limited to one (1) hour unless there are extenuating
9 circumstances. If an SST or Section 504 meeting is held during the school day, a substitute shall be provided if
10 needed to relieve the classroom teacher from his/her duties.

11 3. Miscellaneous: If any of these meetings must be held before school, the meeting shall
12 start no earlier than forty five (45) minutes before the teachers' first class.

13 H. Inclusion of students with disabilities who make significant impact on a classroom setting.

14 1. Definition of Inclusion:

15 Inclusive education exists when students with significant disability(ies) attend general education
16 class(es).

17 2. Definition of Significant Impact on a Classroom Setting:

18 Significant impacts on a classroom setting are instances such as, but not limited to, students who
19 require adult aide support, students with significant behavioral or cognitive deficiencies, and/or
20 students with severe physical disabilities/limitations.

21 3. Placement Team Composition:

22 On the school site, the placement team for potentially included students will consist of the site
23 administrator, the Director of Student Services (when possible), a special education teacher, the
24 school psychologist, and at least one general education teacher with whom the student will, or
25 may, be placed. All teachers who may be affected by the placement will be invited to participate.

26 4. Protocol for Placement:

27 The rights and needs of the other students and staff will be considered as part of the placement
28 process.

29 a. New Students from Programs Outside of PGUSD:

30 When a special education student moves to the district, the school psychologist, the site
31 administrator, and counselor will be consulted to determine an initial placement for the student. It
32 is critical that the school psychologist review the student's file as soon as possible to interpret
33 testing information and guide appropriate placement. An initial placement, including possible
34 supports will be made by the school psychologist and the site administrator. If it is determined by
35 any person servicing the student that the student is having a significant impact on the general
36 education class, a placement meeting may be requested. The placement team will convene within
37 five (5) instructional days to discuss the appropriateness of the initial placement and supports.

1 The day following the request for a meeting will be day one (1) of the five (5) day limit. If the
2 placement and supports are deemed appropriate by the team, the student’s placement in specific
3 general education class(es) will continue. If the team decides the placement or supports in
4 specific general education class(es) are not appropriate, they will make an alternative
5 recommendation. In the event the team can not reach agreement, the final decision will be made
6 by the site administrator pending an individual education plan (IEP) meeting.

7 b. Students Returning to District Programs from Outside Programs;

8 When a special education student returns to PGUSD after attending a program outside of the
9 district, the placement team will be consulted to determine initial placement for the student. If the
10 District receives advance notice of the incoming student, the site administrator will convene a
11 meeting of the potentially involved staff at the earliest reasonable time prior to the start date to
12 begin the planning process. Appropriate planning could include visits to observe similar
13 programs, visits to observe the student, a preparation meeting with specialists, reading
14 background material, etc. Planning and timelines will conform to the relevant State and Federal
15 laws, regulations and where appropriate, court decisions on similar cases. After discussing the
16 student’s needs, probable impact on the classroom, and the needed support services, teachers will
17 be surveyed to see who is interested in participating in the inclusion program for that student. The
18 site administrator will endeavor to place the new student in accordance with expressed teacher
19 interest. In the event the team cannot reach agreement, the final decision will be made by the site
20 administrator pending an individual education plan (IEP) meeting. If the District does not receive
21 advance notice of the incoming student, the process outlined above in Section “a” be followed.

22 c. Students Matriculating to the Subsequent Grade:

23 Special education teachers will meet with general education teachers before the end of the school
24 year to discuss the placement and supports of students in matriculating in the following year. This
25 meeting will be informational in nature; however, teacher input will be considered with regard to
26 student placement.

27 5. Appeal Process:

28 In accordance with special education laws, any member of the IEP team, including the teacher,
29 has the right to compel a convening of the IEP team to reconsider placement if it is believed that
30 the placement is inappropriate.

31

IX. EVALUATION

Purpose. The intent, the spirit and the purpose of this evaluation system is to assist and support employees and to provide a means for assessing the performance of the employee.

A. Objectives of the Evaluation Process

1. To emphasize evaluation as a means for improvement of instruction
2. To provide an ongoing and uniform process for the evaluation of certificated employees in an objective manner
3. To improve the quality of learning for each student
4. To aid in the growth and development of the school program
5. To promote skills in assessing students, developing instructional objectives and achieving goals
6. To promote self-evaluation
7. To strengthen and clarify roles and responsibilities
8. To support the teacher in his/her assignment
9. To improve job satisfaction

B. Evaluation Criteria. To evaluate and assess certificated employee competency as it relates to:

1. The California Standards of the Teaching Profession (CSTP)
 - a. Engaging and Supporting All Students in Learning
 - b. Creating and Maintaining Effective Environments for Student Learning
 - c. Understanding and Organizing Subject Matter for Student Learning
 - d. Planning Instruction and Designing Learning Experiences for All Students
 - e. Assessing Students for Learning
 - f. Developing as a Professional Educator
2. The Continuum of Teaching Practice (published by the Commission on Teacher

Credentialing) will be used as a reference to measure teacher development across the CSTPs.

C. Definitions. The following definitions are intended as guidelines for the evaluatee and evaluator and are not intended to be all inclusive.

1. Engaging and supporting all students in learning. Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

2. Creating and maintaining effective environments for student learning. Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diverse

1 city, and encourage constructive and productive interactions among students. They establish and maintain
2 learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning
3 environment with high expectations and appropriate support for all students. Teachers develop, communicate, and
4 maintain high standards or individual and group behavior. They employ classroom routines, procedures, norms,
5 and supports for positive behavior to ensure a climate in which ALL students can learn. They use instructional
6 time to optimize learning.

7 3. Understanding and organizing subject matter for student learning. Teachers exhibit in-
8 depth working knowledge of subject matter, academic content standards, and curricular frameworks. They apply
9 knowledge of student development and proficiencies to ensure student understanding of content. They organize
10 curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that
11 are appropriate to the subject matter. They use an adapter resources, technologies, and standards-aligned
12 instructional materials, including adopted materials, to make subject matter accessible to all students. They address
13 the needs of English learners and students with special needs to provide equitable access to the content.

14 4. Planning instruction and designing learning experiences for all students. Teachers use
15 knowledge of students' academic readiness, language proficiency, cultural background, an individual development
16 plan instruction. They establish and articulate goals for student learning. They develop an sequence long-term and
17 short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate
18 strategies to meet the diverse learning needs of all students. They modify and untapped instructional plans to meet
19 the assessed learning needs of all students.

20 5. Assessing students for learning. Teachers applied knowledge of the purposes,
21 characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety
22 of sources and use those data to inform instruction. The review data, both individually and with colleagues, to
23 monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and
24 modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use
25 available technologies to assist in assessment, analysis, and communication of student learning. They use
26 assessment information to share timely and comprehensible feedback with students and their families.

27 6. Developing as a professional educator. Teachers reflect on their teaching practice to
28 support student learning. They establish professional goals and engage in continuous and purposeful professional
29 growth and development. They collaborate with colleagues and engage in the broader professional community to
30 support teacher and student learning. Teachers learn about and work with families to support student learning. They
31 engage local communities in support of the instructional program. They manage professional responsibilities to
32 maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity,
33 and ethical conduct.

34 7. Evaluatee. Any certificated employee designated as a unit member.

35 8. Evaluator. Any administrator who meets certificated staff evaluation policy requirements
36 as established by the Board of Education.

1 9. District Curriculum Standards. Standards of expected pupil achievement at each grade
2 level as adopted by the District.

3 10. Instructional Objectives. Expectations relating to pupil progress, based on student
4 diagnosis and District curriculum standards, developed by the evaluatee and agreed upon by the evaluator.

5 D. Procedures for Evaluation.

6 1. Responsibilities of the Evaluator.

7 a. To help create a personalized evaluation program and procedure that will ensure
8 a growing experience for the evaluatee.

9 b. To arrive at mutually acceptable instructional objectives relating to pupil progress.

10 c. To conduct classroom observations relating to instructional techniques,
11 strategies, and classroom environment.

12 d. To review and observe teacher's adherence to curricular objectives.

13 e. To use the results of the evaluation in an effective and constructive manner.

14 f. To adhere to all calendar dates.

15 g. To maintain a file of all reports, materials, and other data that have been gathered
16 during the evaluation process.

17 h. To ensure that the evaluation and assessment of the evaluatee's competence shall
18 not include the use of publisher's norms established by standardized tests.

19 i. To provide copies of completed observation and evaluation forms to the evaluatee.

20 2. Responsibilities of the Evaluatee

21 a. To help create a personalized evaluation program and procedure.

22 b. To recognize evaluation as an integral part of growth and development.

23 c. To develop instructional objectives relating to pupil progress.

24 d. To use the results of the evaluation in an effective and constructive manner.

25 e. To participate in the evaluation procedure.

26 f. To adhere to all calendar dates.

27 3. Evaluation Process

28 a. Frequency of evaluation. At a minimum, the employer shall evaluate probationary
29 employees annually and permanent employees every two years on a cycle determined by the employer.

30 (1) Upon receipt of an unsatisfactory evaluation the evaluatee shall be
31 evaluated annually in accordance with provisions of the California Education Code.

32 b. Planning Phase.

33 (1) Within the first two (2) weeks of the commencement of the assignment
34 the

1 evaluatee will have access to a site copy of any such developed District, school, grade level, departmental or
2 program goals and/or objectives. In addition, the evaluatee will have access to the job description relating to
3 his/her assignment, the California Standards of the Teaching Profession, the Continuum of Teaching Practice,
4 established District curriculum standards and any other District requirements.

5 (2) Within the first two (2) weeks of the commencement of the assignment,
6 the evaluatee shall be informed of his/her assigned management evaluator and provided with the evaluation section
7 and attachments of the Master Contract.

8 (3) By September 15th, temporary and probationary evaluatees and by
9 October 15th all permanent evaluatees will have met in an evaluation plan conference with their evaluators and will
10 have mutually agreed upon the strengths, teaching standards, and areas for growth (Exhibit 11f). They will consider
11 such elements as class size, intellectual ability of learners, past records of pupil's performance, availability of
12 support personnel, job descriptions, and other pertinent factors in the establishment of the evaluation plan.

13 (4) By October 23rd, if there is no agreement by both parties, the
14 Superintendent and an Association representative shall help resolve the disagreement. By October 30th, if there is
15 no agreement at this level, the Superintendent shall make the final decision in writing, citing his/her reasons.

16 (5) During the course of the evaluation plan period, if mitigating
17 circumstances arise which make review of the evaluation plan and schedule necessary, the plan and schedule may
18 be modified by mutual agreement of both parties.

19 c. Evaluation phase.

20 (1) A minimum of one (1) formal classroom observation(s) of the permanent
21 employee and three (3) formal classroom observations of the temporary/probationary employee by the employer
22 shall be held. These observations shall be held prior to the writing of the final evaluation summary but not before
23 the evaluation plan conference, except for those individuals under an assistance plan.

24 (2) The observations shall occur during instructional periods. At least one (1)
25 of the observations shall be mutually scheduled in advance and shall be preceded by a pre-observation conference.

26 (3) Each formal observation shall be a minimum of thirty (30) minutes in
27 length.

28 (4) The employee shall have the right to an additional formal observation and
29 subsequent conference if he/she requests it by the deadline of February 20th.

30 (5) Classroom observation forms shall be used to record the observations
31 (Exhibit 11g).

32 (6) Classroom observations forms shall be signed by the evaluator and the
33 evaluatee. In cases where the evaluatee takes issue with his/her classroom observation, the employee may file a
34 written response. The employee's statement shall be attached to his/her observation form and made part of the
35 official record.

1 (7) The evaluator shall outline specific recommendations for improvements
2 of any deficiencies noted on the classroom observation form. The administrator will assist, and document the
3 assistance that has been provided the employee in implementing such recommendations.

4 (8) When this remedial action eliminates the identified deficiencies,
5 subsequent classroom observation forms shall indicate this.

6 (9) Auxiliary services personnel will develop performance objectives,
7 mutually agreed upon in the evaluation plan (Exhibits 11, 11a). The auxiliary services personnel observation form
8 will be used to record the observation (Exhibit 11b).

9 (10) The evaluation will be conducted by the administrator to whom the
10 individual employee is directly responsible. He/she is ultimately responsible for the final written evaluation which
11 must bear his/her signature. Upon request by either the evaluator or the evaluatee, additional formal
12 observations may be conducted by other certificated management personnel mutually agreed upon. If there is no
13 agreement, the other observer will be selected by the Superintendent.

14 (11) Within five (5) working days of a formal observation a written copy of the
15 evaluator's classroom observation form shall be given to and discussed with the employee at a post-observation
16 conference.

17 (12) A progress report and conference shall be completed for each temporary
18 and probationary employee by December 15th (Exhibit 11h).

19 d. Summary phase.

20 (1) The evaluatee shall complete his/her assessment and submit it to the
21 evaluator by April 15th (Exhibit 11c).

22 (2) Either party may request a conference to be held between April 15th and
23 May 1st to review the teacher assessment form.

24 (3) The final evaluation summary shall be submitted in writing to the
25 evaluatee no later than thirty (30) calendar days prior to the last scheduled school day (Exhibit 11i).

26 (4) The certificated employee shall have the right to initiate a written response
27 to the final evaluation. This response shall become a permanent attachment to the employee's personnel file. Before
28 the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting
29 shall be held between the certificated employee and the evaluator to discuss the evaluation.

30 (5) If any negative rating (i.e. conditional, unsatisfactory) or negative
31 comments will be included on the final evaluation, written notification will occur in time (up to fifteen (15)
32 teaching days when possible) for the employee to take corrective action before the final evaluation summary is
33 given to the employee. Written notification will address criteria found on the observation form (Exhibit 11g).
34 Memoranda from the evaluator will be used when negative comments are based on anything other than direct
35 classroom observation.

1 E. Conditional Evaluation.

2 1. An overall evaluation of conditional rating may be given only if an employee receives an
3 unsatisfactory rating in one or more of the six (6) CSTP performance areas used in the final evaluation summary,
4 or a conditional rating in two (2) or more of the six (6) CSTP performance areas used in the final evaluation
5 summary.

6 a. An overall evaluation containing a conditional rating may include the requirement
7 that the employee shall, as determined necessary by the District, participate in a program* designed to improve
8 appropriate areas of the employee's performance, further pupil achievement, and the instructional goals of the
9 District. This program shall be at no cost to the employee. (*Program: Participation and completion in one or
10 more the following options developed mutually by the evaluator and evaluatee--college course, workshop,
11 conference, professional literature, classroom/school visitation, and District professional development programs.)

12 b. The evaluatee and the evaluator will mutually develop a conditional assistance plan
13 prior to the last school day.

14 c. If there is no agreement, the Superintendent shall make the final decision in
15 writing, citing his/her reasons.

16 d. The evaluatee who receives an overall rating of conditional shall be placed in the
17 evaluation cycle for the following school year and shall be expected to complete the conditional assistance plan
18 during that evaluation cycle. The conditional assistance plan shall serve as the mutually agreed-upon performance
19 objectives for the purpose of complying with Section D - Procedures for Evaluation.

20 e. The District shall not be required to provide an assistance plan to a probationary
21 teacher who has been non-reelected.

22 F. Unsatisfactory Evaluation.

23 If an employee receives an unsatisfactory in two or more of the five (5) criteria used in the final
24 evaluation summary, an overall evaluation of unsatisfactory may be given. Upon receipt of an unsatisfactory
25 evaluation, the evaluatee will be evaluated in accordance with provisions of the California Education Code, which,
26 as of 2006, required that permanent teachers be given specific recommendations for improvement, referred to the
27 Peer Assistance and Review program, and be evaluated annually until a satisfactory evaluation is achieved.

28 G. General Provision.

29 1. Any forms used for the evaluation process shall be revised only upon mutual agreement
30 between the employer and the Association.

31 2. Each employee shall have the following rights with reference to his/her official personnel
32 file regarding materials relevant to evaluation of performance.

33 a. All materials relating to assessment of performance in an employee's personnel file
34 shall be signed by the employee and dated to indicate when such material was drafted and placed into the file.

35 b. An employee shall be provided any derogatory material before it is placed in
36 his/her personnel file and no negative comments can be made on an evaluation without such substantiating

1 materials. Evaluatee shall be given an opportunity to initial and date the material and to prepare a written
2 response to such material. The written response shall be attached to the material. When an employee is absolved
3 of the derogation in a grievance/court action, all reference to the incident shall be removed from the personnel
4 file.

5 c. The content of personnel files shall be kept in strictest confidence. Access to the
6 employee's personnel file shall be under the direct supervision of a District administrator or his/her designee, and
7 limited to the employee, District administrators, and the Board of Education, or as otherwise allowed by law or
8 consent of the employee.

9 d. Copies of all final evaluations will be filed in the employee's personnel file.

10 e. Undocumented evidence will be excluded from the evaluation process. Any
11 documented evidence used in an evaluation must have been relayed to the employee within three (3) days of the
12 date that the evidence was obtained. Documented evidence shall be a written record and the source of the evidence
13 shall be identified. The employee shall have the right to attach a written response.

14 f. The evaluation plan and forms are adapted for auxiliary services personnel; for
15 example, requesting performance objectives in place of standards of expected pupil progress.

16 g. Only the procedures outlined in this article are subject to the grievance provisions
17 of the contract.

18 H. Appeal Process

19 1. The evaluatee may appeal the content of his/her final evaluation to the Superintendent, in
20 writing, within five (5) calendar days of the post-evaluation conference. The evaluatee may request to meet with
21 the Superintendent to discuss the final evaluation. The Superintendent will respond, in writing, to the appeal within
22 twenty (20) calendar days of receipt of the appeal. The decision of the Superintendent shall be final.

23 I. Traditional Evaluation Calendar for Permanent Employees

24 1. Within the first two weeks of the commencement of the assignment- The evaluatee shall
25 be informed of his/her assigned management evaluator and a site copy of the evaluation section of the master
26 contract will be made available.

27 2. By October 15 - Completion of preliminary conferences with the employee and the
28 employer to establish the evaluation plan.

29 3. By February 1 - At least one observation and conference will have been held with
30 permanent employees who are to receive a final evaluation summary during the current year.

31 4. By February 20 - Deadline for employee initiated requests for additional observations and
32 evaluations.

33 5. By April 15 - The evaluatee shall complete his/her assessment of the evaluation plan and
34 submit the results to the evaluator.

35 6. No later than thirty (30) calendar days prior to the last scheduled school day - Final
36 evaluation summary shall be submitted in writing to the evaluatee.

1 7. By June 1st - A meeting shall be held between the evaluatee and the evaluator to discuss
2 the final evaluation summary.

3 J. Evaluation Calendar for Temporary and Probationary employees.

4 1. Within the first two weeks of the commencement of the assignment- the evaluatee shall be
5 informed of his/her assigned management evaluator and be provided with the evaluation section of the master
6 contract and all material indicated in Section IX(D)(3)(b) above.

7 2. By September 15th – Completion of preliminary conference with employee and the
8 employer to establish the evaluation plan.

9 3. By October 15th – One observation and conference will have been held with all temporary
10 and probationary employees.

11 4. By November 15th – A second observation and conference will have been held with all
12 temporary and probationary employees.

13 5. By December 15th – The evaluator shall complete a progress evaluation summary form
14 and hold a conference with each temporary and probationary employee. The report is to be submitted to the
15 personnel office.

16 6. By January 15th – The evaluatee will meet and submit a status report or discuss his/her
17 evaluation plan with the evaluator to be noted on the assessment form (Exhibit 11f).

18 7. By February 15th – The third observation and conference will have been held with
19 temporary and probationary employees.

20 8. By March 1st – If the evaluator or employee deems it necessary, the evaluator shall
21 complete a second progress evaluation summary form and hold a conference with the temporary/probationary
22 employee. This report will be submitted to the personnel office.

23 9. By March 15th – Non-reelection notices shall be transmitted to probationary employees
24 subject to non-reelection the following year.

25 10. The President of the Board of Education and the Superintendent shall meet with any
26 probationary employee who questions his/her non-reelection notice.

27 11. By April 15th – The evaluatee shall complete his/her assessment form (Exhibit 11f) and
28 submit it to the evaluator.

29 12. No later than thirty (30) calendar days prior to the last scheduled school day – Final
30 evaluation summary shall be submitted in writing to the evaluatee.

31 13. By June 1st – A meeting shall be held between the evaluatee and the evaluator to discuss
32 the final evaluation summary.

33 K. Extended Evaluation Period Option

34 Permanent evaluatees with at least ten (10) years of service in Pacific Grove Unified School
35 District, who have received satisfactory evaluations, and who are designated as “highly qualified,” may have the
36 period between evaluations extended. The offer of this option is at the discretion of the evaluator and must be
37 mutually

1 agreed upon. The offer of the extended evaluation should be made by the end of May in the year prior to the next
2 scheduled evaluation.

3 If the evaluatee accepts this option, the evaluatee and evaluator will develop a mutually acceptable
4 Professional Growth Plan (Exhibit 11j) for this school year in lieu of this formal evaluation. This plan will be
5 developed no later than September 10th of the school year. If no plan is developed, the evaluatee will be evaluated
6 following the timelines and procedures defined in the collective bargaining agreement.

7 Evaluator and evaluatee may meet during the year to revise the Professional Growth Plan. No later
8 than May 15th of the school year, the evaluatee will provide the evaluator with a written summary of the Professional
9 Growth Plan/activities for the year. The evaluator will have the option of extending the evaluation period an
10 additional year, subject to the criteria noted above. However, the period of time between regular evaluation periods
11 will never be more than three years. Either party may withdraw consent at any time and return to the regular annual
12 evaluation cycle. Example of timeline (**year 1**: regular evaluation year; **year 2**: employee is off; **year 3**: extended
13 evaluation year; **year 4**: extended evaluation year; **year 5**: regular evaluation year)

14 L. Alternative Evaluation Process

15 1. Intent Statement

16 a. It is the intent of the Pacific Grove Unified School District and the Pacific Grove
17 Teachers Association to implement an alternative evaluation program. It may be used by tenured teachers who
18 have received satisfactory evaluations, with the approval of the site administrator.

19 b. Teachers volunteering for this process will develop goals in self-chosen options.
20 Following agreement with the primary evaluator, these goals will serve as the basis for evaluation.

21 c. Pacific Grove Unified School District and Pacific Grove Teachers Association
22 share the belief that offering alternatives to the traditional evaluation system will inspire creativity in instruction
23 through the professional growth of experienced teachers.

24 2. Program Objectives

25 a. To offer opportunities for certificated employees:

26 b. to accept responsibility for their own professional growth

27 c. to integrate additional productive teaching techniques into their repertoires

28 d. to work together in peer coaching situations

29 3. Participants

30 All tenured certificated personnel with a current satisfactory evaluation will be eligible to
31 participate in the alternative evaluation system. Participation will be voluntary but must have approval of the site
32 administrator. If the site administrator denies participation, the administrator must specify in writing to the affected
33 teacher, the reason for the denial. If the administrator and teacher cannot agree on this decision, the Superintendent
34 will make the final decision. There will be no limit to the number of participants at each site.

35 4. Process

36 a. Goal Setting. The certificated employee will develop goals as the foundation for
37 his/her alternative evaluation option. During the goal setting conference, the site administrator and the

1 certificated employee will:

- 2 (1) agree on the selection and goals of the alternative evaluation option
- 3 (2) review how the alternative evaluation option will enhance student
- 4 learning
- 5 (3) develop timelines for completion

6 b. Alternative Evaluation Options

7 (1) Option A. Individual Growth Activities. Individual growth activities are
8 designed to improve the employee’s performance through the use of selected professional growth activities
9 combined with self-analysis techniques. Examples of activities in this category are:

- 10 a) videotaping classroom lesson (self-analysis)
- 11 b) portfolio assessments (training, development, and use)
- 12 c) self-evaluation (pre-[formative] and post-[summative])
- 13 d) student and parent feedback
- 14 e) teacher-created projects
- 15 f) research and implementation of learning theory or instructional
- 16 strategy
- 17 g) reflective journal

18 (2) Option B. Educational Team Growth Activities. These activities are
19 designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased
20 level of collaboration contributes to the professional growth of each employee. Examples of Educational Team
21 Growth Activities are:

- 22 a) cognitive coaching
- 23 b) videotaping classroom lessons (with a peer reviewer)
- 24 c) inter-intra-disciplinary grade level teams
- 25 d) peer classroom visitations
- 26 e) collaborative teaching with presentations to staff
- 27 f) creating teacher team projects
- 28 g) researching and implementing learning theories and/or instructional
- 29 strategies

30 c. Program Monitoring. The District and the Association believe the most effective
31 professional growth occurs through collaboration.

32 (1) The teacher and the site administrator will work together in the selection
33 of the options and the development of the specific activities.

34 (2) All participants in the alternative evaluation option will be encouraged to
35 share the progress and results of their individual or team activities with their colleagues. The time and format for
36 this collaboration will be developed at each site.

1 The certificated employee will submit a written alternative plan, including goals. Option timelines will be
2 determined by the participant(s) and the site administrator.

3 (3) If a teacher’s participation in the alternative evaluation program is judged
4 by the administrator to detract from the teacher’s instructional and professional performance, the teacher may be
5 reassigned by January 15 to the traditional evaluation process. The administrator must specify, in writing to the
6 affected teacher, the reasons for the evaluation reassignment. If the administrator and teacher cannot agree on this
7 change, the Superintendent will make the final decision.

8 5. Calendar for Alternative Evaluations shall be as follows:

9 a. By September 1st – Notification by certificated employee to site administrator of
10 intent to participate in alternative evaluation program.

11 b. By October 1st – Preliminary conference to review and refine initial plan.

12 c. By October 15th – Submission by the employee of final plan, including option
13 choices and goals by certificated employee (conference optional).

14 d. By February 1st – Mid-year assessment/progress report submitted to site
15 administrator (format subject to plan).

16 e. By February 15th – Mid-year conference to review progress (within five working
17 days of conference, written response will be completed by the site administrator).

18 f. By April 15th – Employee complete a written assessment of plan and submits the
19 results to site administrator in a conference. No later than 30 calendar days prior to the last scheduled school day,
20 the administrator will provide a brief narrative evaluation to the employee(s). A copy signed by the participant(s)
21 and administrator will be placed in the personnel file.

1 X. GRIEVANCE PROCEDURES

2 A. Purpose. The intent of this procedure is to process and resolve grievances arising under this agreement
3 at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may
4 be appropriate for the particular level of the procedure.

5 B. Definitions.

6 1. A grievance is a claim of a violation, misinterpretation, or misapplication of the express terms
7 of this agreement, which adversely affects the grievant. Action to challenge or change the terms of this agreement shall
8 not be considered a grievance.

9 2. A grievant is either:

10 a. An individual Employee; or
11 b. A group of Employees with the same grievance. The Employer will decide whether
12 the grievance is satisfactorily similar to process a single grievance. No more than two (2) such grievants and their
13 conferees will be provided release time for processing such common grievance. The two grievants will be selected by
14 the Association. This procedure shall not supersede an individual grievant's right to process a grievance without
15 Association intervention; or

16 c. The Association. (Rev. 5/99)

17 3. An immediate supervisor is a member of the management team who most directly supervises
18 the Employee.

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

20 C. General Provision.

21 1. Time Limits.

22 a. Time limits specified at each level shall be considered maximums, but with the
23 written consent of each party the time limitations for each step may be extended.

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

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

29 d. Response. If the employer fails to respond in writing to grievance within the time
30 limits specified for that level, the grievant shall notify the immediate supervisor in writing. The
31 supervisor has three (3) days from the notification to respond in writing or the Employer agrees to accept the grievant's
32 position. If a grievant fail to respond in writing within the specified period of time, the immediate supervisor shall
33 notify him/her in writing. The grievant has three (3) days from this notification to respond in writing or accept the
34 Employer's position.

35 2. Conference. Either party shall have the right to conference, upon request, at each level.

36 3. Representation. Each party may be represented by a conferee at any point in the grievance
37 process.

1 4. Records. All records of the proceedings shall be retained by the Employer in a separate
2 grievance file. Each year, in August, all records of grievance proceedings four (4) years old will be destroyed.

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

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

8 7. Scheduling Meetings. Whenever possible, meetings at the informal level and Level 1 and 2
9 grievance processing shall occur before or after regular teaching hours.

10 8. Continuance of Service. The grievant shall continue to discharge his/her duties until the
11 grievance is resolved.

12 9. Conditions for Adjustments. Nothing contained herein shall be construed as limiting the right
13 of any Employee to have the grievance adjusted without intervention by the Association, as long as the adjustment is
14 reached prior to arbitration, provided that the adjustment is not inconsistent with the terms of the
15 agreement and that the Association has received a copy of the grievance and the proposed resolution and has been given
16 the opportunity to file a response.

17 10. Further Legal Action. No rights of the grievant to further legal action shall be abrogated.

18 11. Participation by a Representative. When it is necessary for a representative designated by the
19 Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon request
20 to the Superintendent or his/her designee by the President of the Association, be given reasonable release time without
21 loss of pay in order to participate in any level of the grievance procedure. Any Employee who is requested to appear in
22 such investigations, meeting or hearings, as a witness will be accorded the same right.

23 D. Grievance Procedure.

24 1. Informal level. An Employee, group of employees or the Association will meet with the
25 appropriate supervisor in an attempt to resolve a complaint informally prior to filing a grievance. The request for a
26 meeting will occur within twenty five (25) days after the event causing the complaint. The meeting will occur within
27 fifteen (15) days of the receipt of the request. Following the meeting, documentation of the complaint and resolution,
28 if any, shall be agreed to in writing by both parties. A copy of the documentation shall be provided to the Association
29 and Superintendent.

30 2. Level 1. Teachers may file a grievance with their school principal. Other Employees may
31 file a grievance with the members of the management team who most directly supervises them. A formal grievance
32 may be initiated no later than fifteen (15) days after the meeting at the informal level or the alleged violation of the
33 agreement reached at the informal meeting. The formal grievance shall be in writing on Certificated Employee
34 Grievance Form (Exhibit 12) and shall be filed on the same day with the immediate supervisor, the Association, and
35 the Superintendent. The formal grievance shall include a clear, concise statement of the grievance and the circumstances
36 involved, the applicable section of the agreement, and the specific remedy sought. The immediate supervisor shall
37 render a proposed resolution decision on the Certificated Employee Grievance Response Form (Exhibit 12a) within ten

1 (10) days after the formal grievance has been filed. Copies of the form shall be provided, on the same day, to the
2 grievant, the Association, and the Superintendent. The Association shall have up to ten (10) days to respond to the
3 proposed resolution. The proposed resolution is the Level 1 decision unless the immediate supervisor changes the
4 proposed resolution. A change in the proposed resolution must be made not later than five (5) days following the receipt
5 of the association's response. A change in the proposed resolution becomes the Level 1 decision.

6 3. Level 2. The grievant may appeal the Level 1 decision to the Superintendent within ten (10)
7 days of the decision, using Certificated Employees Grievance Appeal Form (Exhibit 12b). The appeal shall include a
8 statement of the reason for the appeal and the specific remedy sought. Within ten (10) days the Superintendent shall
9 investigate the grievance and render a proposed resolution, in writing on the same day, to the grievant and the
10 Association. The Association shall have up to ten (10) days to respond to the proposed resolution. The proposed
11 resolution is the Level 2 decision unless the Superintendent changes the proposed resolution. A change in the proposed
12 resolution becomes the Level 2 decision. The decision at Level 2 shall be final unless appealed to Level 3 by the
13 Association.

14 4. Level 3. Within fifteen (15) days after the decision of the Superintendent or his/her designee,
15 the grievant may request in writing that the Association submit his/her grievance to arbitration. Copies of the request
16 for arbitration will be submitted to the Superintendent. Upon receipt of the written request from the Association, the
17 Superintendent or his/her designee shall within five (5) days request the American Arbitration Association (AAA) to
18 supply a panel of five (5) names. The Superintendent and the Association shall, within ten (10) days, either mutually
19 agree upon an arbitrator or notify the AAA to select an arbitrator in accordance with its rules.

20 a. The fees and expenses of the arbitrator and a court reporter, if required by the
21 arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.

22 b. The rules of the AAA shall govern the arbitration with the exception stated within
23 this Agreement. The arbitrator shall be no authority to add to, delete, or alter any provisions of this Agreement but shall
24 limit his/her decision to the application and interpretation of its provisions.

25 c. Within ten (10) days of selection, provided an arbitrator is available, the arbitrator
26 shall conduct a hearing and submit his/her findings and award in writing to the Board of Education, the grievant and
27 the Association. The award of the arbitrator shall be binding on the grievant, the Association, and the District. The
28 award of the arbitrator may, on petition of either the Board of Education or the grievant and the Association, be
29 reviewed by a court of competent jurisdiction in the same manner as a decision made by a hearing officer under
30 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. The court,
31 on review, shall determine whether there was sufficient evidence to support the arbitrator's findings and award. The
32 reviewing court may not exercise its independent judgment on the evidence.

1 XI. SAFETY CONDITIONS OF EMPLOYMENT

2 A. General Provisions

3 1. Employees shall not be required to work under unsafe conditions or to perform tasks which
4 endanger their mental and physical health and safety. The Employer shall provide safe working conditions. All alleged
5 violations of safe working conditions shall be reported in writing to the Employee's building principal or his/her
6 designee. The building principal or his/her designee will determine whether the working condition is safe or unsafe and
7 so inform the Employee of any actions taken. If the Employee is not satisfied with the determination, the Superintendent
8 or his/her designee may be contacted to resolve the matter.

9 2. Upon request, each Employee will be provided with a lockable closet, or comparable space of
10 suitable size, within the vicinity of his/her working station. The Employer shall have a reasonable length of time to
11 fulfill this request.

12 B. Short-Term Suspension by Classroom Teachers.

13 1. A teacher may suspend from his/her classroom/activity a student whose behavior is
14 threatening to the safety of the Employee. The duration of the suspension can be up to the day of the suspension and
15 the day following. The teacher shall immediately inform the principal, describe the special behavior which was
16 threatening, and send the student to the principal or his/her designee. As soon as possible, the parents will be contacted
17 to inform them of the reason for the suspension from the class. A conference will be scheduled with the parents, teacher
18 and administrator.

19 2. Procedures for short-term suspension will be developed by each principal after consultation
20 with Employees of the school. Within one (1) working day following the suspension the teacher shall inform the
21 principal or his/her designee in writing of the specific behavior of the student which appeared threatening. The student
22 shall not be authorized to return to the class from which he was suspended during the period of suspension without the
23 concurrence of the teacher of the class and the administrator.

24 C. Long-Term Suspension by Principal or Designee.

25 1. A principal or his/her designee, after conferring with the Employees involved, may suspend a
26 student for behavior which affects the safety of Employees. The following behavior of students may constitute good
27 cause for long-term suspension from school for:

- 28 a. Continued willful disobedience, habitual profanity or vulgarity;
- 29 b. Open and persistent defiance of the authority of the teacher;
- 30 c. Assault or battery upon a student;
- 31 d. Continued abuse of school personnel;
- 32 e. Assault or battery upon school personnel.

33 In each case, due process shall be afforded the student.

34 D. Potential Threat. The Employee shall immediately inform the principal when he/she has a student who
35 is potentially threatening to the safety of the Employee and who may require the attention of other personnel.

36 Other personnel may include the assistant principal, counselor, psychologist, physician, or other specialist. The

1 principal or his/her designee shall arrange a conference and consult with the teacher regarding potential solutions to the
2 problem. The principal or his/her designee shall determine the appropriate steps for correction.

3 E. Law in the Schools. The District shall provide each school with the latest edition of the Education
4 Code, Title 2, Elementary and Secondary Education, and at least two copies of the current edition of school law.

5 F. Physical Control.

6 1. During the performance of his/her duties an Employee may exercise the same degree of
7 physical control over a pupil that a parent would be legally privileged to exercise but which, in no event, shall exceed
8 the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety
9 of pupils, or to maintain proper and appropriate conditions conducive to learning.

10 2. The provisions of this paragraph are separate from the provisions of the District's corporal
11 punishment policy.

12 G. Defense in any Civil Action. When an Employee is acting responsibly within the scope of his
13 employment, the Employer shall provide for his defense in any civil action, or proceeding brought against the Employee,
14 if the Employee requests such defense.

15 H. Worker's Compensation. An Employee who has been injured on the job shall be afforded benefits
16 determined by the Industrial Accident Leave provisions of this agreement and of the Worker's Compensation Insurance
17 provision of the Labor Code, Section 3201, et seq.

18 I. Reporting Employment-Related Injuries. An Employee shall immediately report cases of assault or
19 battery or other incidents suffered in connection with employment to the principal or other immediate supervisor, and
20 to the local police.

21 1. The following procedure shall be used in follow up action:

22 a. The principal will immediately report the incident to the police who will conduct an
23 investigation and take statements from all parties concerned.

24 b. Guardians of the student(s) will be notified and the student(s) sent home pending
25 completion of the investigation made by the police.

26 c. Upon completion of the investigation, the principal will convene a conference
27 consisting of the Employee, the student(s) involved, the student(s) guardian, a police department representative, and
28 school administrator. The Employee shall have the right to be represented by the Association at this conference.

29 d. The principal shall prepare a written report in response to the information received at
30 the conference and recommend disciplinary action within three (3) working days. Copies of this report shall be given
31 to the Association, the Pacific Grove Police Department, and the Employee.

32 e. The Employee shall have the option of activating a Community Review Panel if
33 he/she is not satisfied with the principal's report. The panel shall be comprised of a management employee appointed
34 by the Superintendent, an employee appointed by the Association, and one person from the community
35 acceptable to the other two members. None of the members of the panel shall have been personally involved in the
36 incident. The panel shall determine its own chairperson and its own procedures other than those herein prescribed.

1 Each member shall have one (1) vote. The investigation panel shall have the power to conduct a hearing for the purpose
2 of investigating the disturbance, call witnesses and take testimony relative to the disturbance. Any injured Employee
3 shall have the right to appear before the panel. Nothing in this agreement shall prohibit students from being called as
4 witnesses. The panel does not have the power to subpoena.

5 f. The panel shall report its findings and recommendations to the Superintendent, The
6 Board of Education, and the Association within three (3) school days of the conclusion of their investigation.

7 J. Social and Athletic Events for Large Crowds. The Employer shall employ at least one (1) security
8 guard and provide at least four (4) other adults for football games and social dances.

9 K. Availability of Restrooms. The Employer shall make available, in each school, except for the
10 Community High School, restroom facilities exclusively for adult use.

XII. CLASS SIZE

A. Elementary Class Size.

1. The District student to teacher ratio for elementary school grade level K-5 shall be no greater than an average of Twenty nine (29) to one (1). No elementary school grade level K-5 at either elementary site shall exceed an average ratio of thirty (30) to one (1). Reasonable efforts shall be made to equalize ratios between elementary schools and between individual classes. When it appears necessary for a class to exceed thirty (30) students, the principal shall call a meeting to be held as soon as possible with all teachers assigned at that grade level to discuss alternatives. If no agreement is reached, the provisions of C. 1. will be followed.

2. Beginning with the 1999/2000 school year, elementary P.E. classes shall be staffed at a ratio of seventy five (75) students per class if an aide is provided. When it appears necessary for a P.E. class to exceed seventy five (75) students, the principal shall meet with all the elementary P.E. teachers to discuss alternatives. If no agreement on a satisfactory alternative is reached, the provisions of C.1 will be followed.

3. Student to teacher ratio computation at the elementary school level shall include only regular classroom teachers.

4. Each year, before the close of the regular session, the principal shall meet and consult with the teaching staff concerning student grouping and class size. During the first week of school, a follow up staff meeting will be held to review student grouping and class size for modifications, if necessary.

5. Combination classes – In recognition of the need for additional preparation and need to divide teaching time between multiple grade levels, an effort shall be made to maintain combination classes at a class size of less than the average size of the combined grade levels of the affected grades.

B. Secondary Class Size.

1. The Middle School shall have the number of teachers necessary to provide a school ratio of one (1) teacher per twenty six (26) students.

The High School shall have that number of teachers necessary to provide a school ratio of one (1) teacher per twenty eight (28) students.

2. For staffing purposes each department shall have an average student to teacher ratio of not more than thirty one (31) to one (1). When it appears necessary for an individual class to exceed thirty two (32) students, the principal shall call a meeting with the department to examine why it is necessary to exceed thirty two (32) students and will work with the department to meet particular needs. If any of these cases, the maximum class size shall be Thirty four (34).

3. Exceptions to this maximum are permitted in the following situations:

a. Secondary P.E. classes shall be staffed at a ratio of forty two (42) students per teacher per period. At the Middle School this ratio may exceed forty seven (47) students per class if an aide is provided for that class.

b. The principal and the department may exceed maximums by working together to meet particular needs.

c. Band, orchestra, chorus, and play production class sizes shall be arranged between

1 the principal and the instructor.

2 4. In each class in the following areas the number of students shall not exceed the number of
3 work stations in the classroom: science, industrial arts, vocational arts, homemaking, art, and typing.

4 5. Before the close of each semester, the principal shall meet and consult with the members of
5 each department concerning class size. During the first week of each semester a follow up department meeting will be
6 held to review student grouping and class size for modifications, if necessary.

7 6. Student to teacher ratio computation at the secondary level shall include the following
8 teachers:

9 a. Middle School - regular teachers (including P.E.), and music teachers only.

10 b. High School - regular teachers (including P.E.), music teachers, and ROP teachers
11 only.

12 C. General Provisions.

13 1. When it is necessary to exceed ratios or maximum class sizes, a conference shall be held with
14 the teachers involved, an association representative, the building principal, and the Superintendent or Assistant
15 Superintendent to discuss alternative placement possibilities. The maximums may be exceeded by mutual agreement
16 if there is no valid alternative placement. If there is no mutual agreement, the Superintendent shall make the final
17 decision.

18 2. An adjustment period will be provided to allow sufficient time for management to make
19 enrollment changes. Reasonable effort will be made to complete these changes within ten (10) school days not to
20 exceed fifteen (15) days at the beginning of the school year and five (5) days at the second semester, if necessary.
21 During this adjustment period, no action will be taken by the teachers or the Association on student to teacher ratios
22 and maximum class sizes.

23 3. Reasonable efforts shall be made at all levels to assure equitable class sizes through
24 scheduling. Newly enrolled students will be distributed as equitably as practical. By May the Assistant Superintendent
25 or his/her designee shall notify all K-5 students assigned to a school not in their attendance area for the purpose of class
26 balancing that they shall be returned to their neighborhood school.

27 4. A new student may be temporarily placed until permanent placement is made. Permanent
28 placement shall be made within five (5) school days.

29 5. If enrollment increases during one (1) semester and reaches a point where a new teacher is
30 required, a teacher will be employed. Employment may be delayed until the following semester in order to avoid mid-
31 semester disruption.

32 6. Reasonable efforts shall be made at all levels to assure equal distribution of students with
33 exceptional needs among the regular class periods at each building site.

XIII. CONCERTED ACTIVITIES

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3 A. The Association and the District agree that differences between the parties hereto shall be settled by
4 peaceful means as provided in this Agreement. During the term of the Agreement, the Association will not engage in,
5 instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this
6 Agreement and will undertake to exert its best efforts to discourage all such acts by any member of the unit.

7 B. During the term of this Agreement, the District, in consideration of the terms and conditions of the
8 Agreement, will not authorize or permit any lockout of Association members or other persons covered by the
9 Agreement.

10 C. If either party fails to honor its commitments in Paragraph A or B above, the other party shall be
11 released from its obligation to honor any rights granted by this Agreement.

XIV. GENERAL PROVISIONS

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A. Completion of Agreement. This document comprises the entire Agreement between the Employer and the Association on the matters within the lawful scope of negotiations.

B. Savings Provision. If any provisions of this Agreement or any application thereof is held to be contrary to law by Court of Final Jurisdiction or the Public Employment Relations Board (PERB), such provision or application shall be deemed invalid, to the extent required by such court or the PERB; but all other provisions shall continue in full force and effect.

C. Duration. This Agreement shall be effective July 1, 2018 and shall remain in full force and effect up to and including June 30, 2020.

EXHIBITS

Language concerning District Participation
In State and Federal Staff Development Program

1. It is agreed that the District shall participate in the State Staff Development program as defined within (EC 44579.1) and the Federal Staff Development program as originally authorized by the Department of Education Appropriations Act of 1999 - if this program is continued.
2. The District and PGTA shall establish dates, times and topics for Staff Development days.
3. Staff Development days shall be available on a voluntary basis for all PGTA members.
4. PGTA members attending Staff Development days shall comply with program attendance requirements in order to maximize funding potential and facilitate funding disbursement.
5. The District shall submit a request to the Federal and State Departments for grant funding in accordance with program requirements, as soon as the required documentation is available.
6. On receipt of State Grant funding the District shall retain \$1,000 per day of State funding up to a maximum of \$3,000 per year, to offset Certificated staff development program expenses as determined by the Curriculum Coordinator and the Certificated Staff Development Planning Committees unless an equivalent amount is provided through the PAR program. The basic daily amount to be paid to each member for each full day equivalent of Staff Development shall be two hundred and fifty dollars (\$250) times the State funded COLA for this program. (e.g. \$250 x 3.17% = \$258). The base amount of \$250 shall be increased to \$264 if the PAR program funds the \$3,000 as noted above. The full daily rate will be paid regardless of part time status.
7. Any Federal funds remaining from the Federal Grant, designated for staff development payment to employees, shall be retained for staff development and a collaborative agreement developed concerning how this balance will be used.
8. The District shall code the payments under this program as one time payments not on the salary schedule, but with the statutory deductions (including Medicare, Workers comp and Unemployment Insurance) being deducted from the gross amount established in (6) above.
9. PGTA members may receive pay for a maximum of 3 State Staff Development days and 1 Federal Staff Development Day – if the Federal program is continued.
10. This provision may be renegotiated annually on request of either PGTA or the District.

(includes PGTA Changes (4/25/01))
 (Board Approved 5/17/01)

Agreement
 between
Pacific Grove Unified School District
 and
Pacific Grove Teachers Association
 concerning
Peer Assistance and Review Program

The Pacific Grove Teachers Association (PGTA) and the Pacific Grove Unified School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. The District and the PGTA believe that it is imperative that the District's teachers provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design, implementation, and operation of a program in order to maintain quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who request assistance from the program are viewed as valuable professionals who deserve to have the best available resources provided to them in the interest of providing instruction which supports and reflects those practices described in the California Teaching Standards.

I. PURPOSE

- A. The purpose of this Article is to maximize the opportunities presented and resources provided by the California Peer Assistance and Review Program ("Program," AB 1X) in a manner which best meets the needs and maximizes the professional growth of all teachers in the District.
- B. The parties intend to utilize funds offered through this program to create and maintain a support and assistance system for all teachers. This system will include but not be limited to maximizing staff development opportunities for all teachers, and providing peer assistance and support to teachers in need.
- C. The Program's assistance component shall be provided through Consulting Teachers as described in sections IV of this Article. This assistance shall not constitute the evaluation of unit members set forth in section VII of this Agreement and Education Code section 44660 et seq.
- D. Support and assistance for beginning teachers shall continue through the BTSA model in effect at the time of enacting this PAR Program. The Joint Panel of the Par Program shall work in concert with the Curriculum Coordinator to assign support providers for beginning teachers with intern, pre-intern and BTSA program.
- E. If an employee receives an unsatisfactory in two or more of the five criteria used in the final evaluation summary, an overall evaluation of unsatisfactory may be given. Upon receipt of an unsatisfactory evaluation the evaluatee will be evaluated in accordance with provisions of the California Education Code.

II. DEFINITIONS APPLICABLE TO THIS ARTICLE

- A. "Classroom Teacher" or "Teacher." Any permanent teacher whose major professional responsibility is to provide instruction to pupils in a classroom setting.
- B. "Consulting Teacher." An exemplary teacher meeting the requirements of section IV who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
- C. "Evaluator". As defined in the PGTA Master Contract.

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D. Participating Teacher:

Referred Participating Teacher: is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of a performance evaluation containing an unsatisfactory on his/her Evaluation Summary.

A Requesting Participating Teacher: is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Requesting Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Requesting Participating Teacher. Requesting teachers will be accepted into the Program subject to available funding, after all Referred Participating Teachers have been included.

- E. Group Requesting Teachers: Any group of teachers may request the use of a consulting teacher to provide them assistance on a particular instructional strategy or curriculum development for their grade level or subject area. The purpose of participation in the PAR Program for the Group Requesting Teachers is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Group Requesting Teachers. Group Requesting Teachers will be accepted into the Program subject to available funding, after all Referred Participating Teachers have been included.
- F. Unsatisfactory: As defined in the PGTA Master Contract (Exhibit 9g), is a rating that results from a significant recurring problem not showing meaningful improvement during the course of any evaluation.
- G. Consensus: Shall mean a decision to which all parties have agreed without the formality of a vote.

III. GOVERNANCE AND PROGRAM STRUCTURE

- A. The Peer Assistance and Review Program will be administered by a Panel consisting of five (5) members, three (3) permanent certificated classroom teachers selected by PGTA and two (2) administrators appointed by the District. There shall also be one (1) alternate each for the teachers and the District who shall be trained and assume Panel duties if needed.
- B. The parties to this Agreement share a mutual interest in appointing members to the Panel who reflect grade level diversity and who have demonstrated successful professional experience in the District. The parties agree to consensus style decision making strategies.
- C. Terms of the Panel Members
1. One teacher Panel member shall serve a one year term, and two teacher Panel members shall serve two year terms dating from implementation of this Program.
 2. One District Panel member shall serve a one year term, and the other District Panel member shall serve a two year term dating from implementation of this Program.
 3. The date of implementation of this program through the 2000-01 school year shall be considered the first one-year term for purposes of this section.

4. Following the first year of implementation of these terms, the terms of all succeeding Panel members shall be two (2) years.
 5. There is no limit on the reappointment or re-selection of Panel members to additional terms.
- D. Except as provided herein, the Joint Panel, will make all decisions by majority vote of the members present, provided that at least four (4) of the five (5) Panel members must be present to constitute a quorum for the purpose of meeting and conducting business. However, in case of actions outlined in Section E all five (5) Panel members must be present.
- E. Recommendations to the Governing Board Regarding Referred Participating Teachers: Recommendations of the Panel to the Governing Board regarding Referred Participating Teachers shall be according to the following:
1. First Year of Participation in Program: If unable to reach consensus as determined by the Panel Chair then a vote shall be held. Any panel member may call for a vote to be held. A minimum 3-2 vote is required for the Panel to recommend that the Participating Teacher has met the goals set forth in the Plan for Improvement, or that further assistance is needed. However, a minimum of a 4-1 vote is required for the Panel to recommend that, after sustained assistance, the Participating Teacher is not able to demonstrate satisfactory improvement. (Note: if the vote on this recommendation is 3-2, it shall automatically constitute a recommendation that further assistance is needed).
 2. Second Year of Participation in Program: The same voting requirements set forth above shall apply, *except that* if the "not able to demonstrate satisfactory improvement" recommendation is 3-2, the Panel shall make the following recommendation: "Results of Participation in the Program are inconclusive. Therefore, further participation in the Program is not recommended."
- F. Duties of the Joint Panel: The Panel's primary responsibilities involve selecting and overseeing Consulting Teachers, establishing and recommending the annual budget for this Program as provided herein, and determining the Program's design for the coming year, based on Participants in the Program. In addition, the Panel is responsible for:
1. Reporting to the Participating Teacher, the Evaluator and the Governing Board one of the recommendations set forth in section III of this Article.
 2. Reporting annually to the Governing Board and the PGTA regarding the Program's impact and making recommendations for improvement of the Program.
 3. Assigning Consulting Teachers based on the selection process provided herein.
 4. Receiving Consulting Teachers' reports on Referred Participating Teachers.
 5. Resolving issues and problems which may arise between a Consulting Teacher and the Participating Teacher.
 6. Coordinating with the District to provide training and retraining for Consulting Teachers, for Panel members and, where appropriate, for Participating Teachers.

7. Compiling and updating as appropriate, a listing of the types of assistance activities which might be utilized by Consulting Teachers.
8. Establishing internal operating procedures necessary to carry out the requirements of this Article and the Education Code.
9. Selecting the Panel Chairperson.
10. Meeting at least four (4) times per year.
11. Adjust consulting teacher stipends in unique situations that may arise on a case by case basis.

G. Establishment of Annual Program and Budget: The Panel shall use the following procedure for establishing the annual program plan and budget:

1. By May of each fiscal year the Panel will establish a Program and budget for the succeeding year which will include:
 - a) the estimated State revenues for the program;
 - b) the projected number of Participating Teachers (Referred and Requesting);
 - c) projected number of Consulting Teachers needed to service the projected need;
 - d) projected expenditures necessary to implement assistance plans developed by Participating Teachers, Evaluator and Consulting Teacher;
 - e) compensation for Consulting Teachers and Panel members as provided in this Article, and;
 - f) projected costs for training, administrative overhead, etc.
2. By June, the Program and proposed budget will be approved by the Panel and recommended to the Board for approval. Should the Panel fail to reach agreement on these matters, it shall refer the matter to the PGTA and the District for resolution.

H. Establishment of Staff Development Program and Budget: Once the Program budget has been approved by the Board as provided above, all remaining revenues allocated by law to the Program shall be utilized for staff development for all PGTA members of the District as set forth herein.

1. The first \$3,000 of the balance shall be assigned to offset expense of the "State and Federal Staff Development Program".
2. Use of the "balance" of Program funds shall be determined by the Certificated District Staff Development Committee ("DSDC").
3. The Certificated DSDC will annually perform a needs assessment, prioritize teacher and District Certificated staff development priorities and training, and develop a Staff Development Plan.
4. The Staff Development Plan shall be subject to the annual approval of the District and PGTA.

5. The DSDC shall consist of the following seven (7) members: a PGTA representative from each school site (selected by the Association), the District Curriculum Coordinator and two (2) administrators.

I. Compensation for Joint Panel Members:

1. Compensation for all Joint Panel members shall be at the instructional hourly rate for all meetings held during noninstructional times and for work conducted at the Panel's direction.
2. If alternates provide service on the Panel, they shall be compensated as set forth herein..
3. As part of establishing the annual budget (see section G above), the Panel may recommend increases or decreases in the foregoing compensation. Such recommendations are subject to approval by the District and PGTA.

IV. CONSULTING TEACHERS

- A. Qualifications: The minimum qualifications for a Consulting Teacher are as follows:
- a) The teacher shall be a credentialed classroom teacher with permanent status.
 - b) The teacher shall have substantial recent experience in classroom instruction.
 - c) The teacher shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
 - d) Retired teachers who have been retired for not longer than two (2) years may act as Consulting Teachers for requesting teachers.
- B. Selection Process: The selection process for Consulting Teachers shall be determined by the Panel and may include provisions for observation of Consulting Teacher applicant by the Panel. The process may also include components such as application forms, required letters of references from colleagues (teachers and administrators), and interviews with the Panel. The Panel shall publicize in writing the specifics of the application procedure.
- C. Number and Training of Consulting Teachers:
The number and training of consulting teachers shall be determined by the Panel based on the number of requests or referrals.
- D. Selection by and Assignment of Consulting Teachers to Referred Participating Teachers: Following issuance of an unsatisfactory evaluation as defined in this Article, the Participating Teacher may select a Consulting Teacher.
1. It is assumed that a selection (and trained) Consulting Teacher can serve as such for any Participating Teacher. However, the Participating Teacher may instead request a teacher who has not been selected (and trained) as a Consulting Teacher.
 2. If the Panel approves selection of an other teacher, he/she must meet all qualifications applicable to Consulting Teachers (see section IV above), and

shall be trained as soon as possible to enable him/her to provide assistance as soon as possible.

- E. Compensation for Consulting Teachers: A Consulting Teacher who is approved by the Panel to provide assistance to a Referred Participating Teacher shall receive a stipend of \$3,000 unless adjusted by the Panel (see Section F.11) to perform his/her responsibilities (i.e., from the date of assignment through the report to the Joint Panel). This stipend is independent of the budget for providing assistance activities and resources developed by the Evaluator, Participating Teacher and Consulting Teacher and approved by the Panel (see section III above). It is understood that the Consultant stipend is an annual amount and that if the Consulting Teacher is assigned to a second year of assistance, an additional stipend would be earned.

V. REFERRED PARTICIPATING TEACHERS:

- A. Referred Participating Teachers: A Referred Participating Teacher, as defined in section II above, must participate in the Program.
- B. Assistance Responsibilities of Consulting Teachers: Consulting teachers shall provide assistance to Referred Participating Teachers in the areas of need as set forth in the Assistance Plan (see Master PGTA Contract).
1. Following issuance of an unsatisfactory evaluation as defined in this Article, the Evaluator, Participating Teacher and Consulting Teacher shall meet to discuss the recommended areas of improvement set forth in the Evaluator's Plan for Assistance and types of assistance to be provided by the Consulting Teacher (which are subject to budget approval by the Joint Panel).
 2. The Consulting Teacher's assistance and review shall focus on the areas recommended for improvement set forth in the Evaluator's Assistance Plan.
 3. The Consulting Teacher and the Evaluator shall maintain a cooperative relationship, and coordinate and align, on an ongoing basis, assistance activities provided to the Participating Teacher pursuant to the Plan for Improvement. Examples of assistance activities which may be utilized shall be provided by the Joint Panel.
 4. The parties understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore, it shall occasionally be necessary to secure additional assistance to fully address areas of needed improvement. In such cases, the Consulting Teacher shall maintain primary responsibility as set forth herein under the Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.
- C. Reporting Responsibilities of Consulting Teachers: The parties acknowledge that the Education Code requires the Consulting Teacher to report to the Joint Panel regarding the results of the Participating Teacher's participation in the Program and that these results and the final report of such participation must be made available as part of the Participating Teacher's evaluation to be placed in the personnel file. These requirements shall be implemented as follows:
1. The Joint Panel shall in consultation with the Consulting Teacher and the Evaluator, schedule a time at or around May 1 each year for the Consulting Teacher to make his/her report to the Panel.

2. At least five (5) working days prior to the report to the Panel, the Consulting Teacher will meet with the Participating Teacher and the Evaluator to disclose what information the Consulting Teacher intends to report to the Panel.
3. At the scheduled time, the Consulting Teacher shall make his/her report to the Panel verbally. The only written material to be presented to the Panel by the Consulting Teacher shall be a written log of all assistance activities he/she provided to the Participating Teacher.
4. The Participating Teacher and the Evaluator shall be entitled to be present at the time the report is made, and to comment to the Panel regarding the areas covered in the Consulting Teacher's report.
5. The Panel shall write its report based on the information received pursuant to this section (i.e., the verbal report, comments by the Evaluator and/or Participating Teacher, and the written log of assistance activities.) The log shall be attached to the Panel's report.
6. Following issuance of the Panel's report to the Consulting Teacher, Participating Teacher and Evaluator, each of these individuals shall have the right to attach written comments to the report within a reasonable period of time to be established by the Panel.
7. The written materials described in sections 5 and 6 above shall constitute the result and final report of the Participating Teacher's participation in the Program which must be made available as part of the Participating Teacher's evaluation to be placed in the personnel file.
8. The Panel shall base its recommendation to the Governing Board (see section III) on the report of the Consulting Teacher and the verbal and written input of the other participants as described herein.
9. The professional responsibilities of every Consulting Teacher shall be to retain all materials generated regarding performance of their duties for at least four (4) years following issuance of the final report described herein. These materials are not subject to disclosure except as may be required by law. If for any reason a Consulting Teacher is unable to retain records as required herein, or if/she moves out of the area such that obtaining such records, if legally required, would be difficult, the District shall assume the responsibility described herein.

VI. REQUESTING PARTICIPATING TEACHERS

- A. Permanent classroom teachers desiring assistance in improving their practice may apply to the Joint Panel for such assistance on a confidential basis. The applicant shall be required to provide information as determined by the Panel.
- B. The Joint Panel shall have the authority to accept or reject self-referrals and shall give priority to those applicants who choose to disclose to the Panel that such application has been made at the suggestion of an Evaluator.
- C. If the Panel accepts an application, the assignment and selection of a consulting Teacher shall be pursuant to the same provisions which apply to Referred Participating Teachers (see section V above).

- D. If a teacher is accepted into the Program as a requesting teacher, documentation will not be placed in the personnel file so long as participation continues to be on a requesting basis.
- E. Neither the Consulting Teacher nor the Panel will forward to the Governing Board the names of requesting teacher participants.
- F. Generally, requesting applications will be considered only if submitted to the Panel between April 15th through May 25th.

VII. OTHER PROVISIONS

A. No Encroachment/Loss of Funding/Excess Revenue

1. Expenditures for this Program shall not exceed revenues received from funds made available through passage of AB 1X (1999, Villaraigosa) or successor legislation, excluding the allowable administrative cost.
2. It is understood that this program shall terminate if for any reason there exists an inability for full funding thereof through AB 1X (1999, Villaraigosa), or successor legislation.
3. At the conclusion of the 2000-2001 fiscal year, and each year thereafter, if revenue exceeds expenditures, the excess shall remain within the Staff Development Program budget (see section III above), subject to the Joint Panel's discretion to access such funds if necessary to carry out the Peer Assistance and Review Program.
4. Participation in this program shall continue unless either PGTA or the District chooses to terminate this agreement, effective June 30 of any year, by written notice to the other party.

B. Board/District Reservation of Rights

1. Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.
2. Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-retention of certificated employees.
3. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

C. Participation in PAR is Nonmanagement

1. Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)).

D. Immunity From Liability

1. The District shall hold harmless the members of the PAR Panel and the consulting teachers from any liability arising out of their participation in this program as provided in Education Code section 44503, subdivision (c).

E. Confidentiality

1. Consulting teachers will provide to the Panel an oral report and written documentation, as provided for in section V of this article, regarding the progress of the Referred Participating Teacher in the program.
2. The Referred Participating Teacher, his/her PGTA representative if requested, and the evaluator may be present for the consulting teacher's presentation to the Panel, and will be given an opportunity to respond to the report.
3. However, none of these individuals mentioned in #2 above may be present during deliberations of the Panel, which are closed and confidential. The Panel may request additional follow-up information from any of these individuals.
4. All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this article.

F. Right of Representation

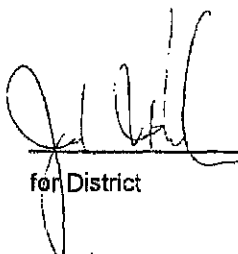
1. A referred teacher shall have the right to be represented by PGTA in any meetings of the Panel to which they are called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.
2. Nothing in this article diminishes the legal rights of the bargaining unit members, including but not limited to the right of representation in connection with evaluative and/or disciplinary conferences with District representatives.

G. Grievability

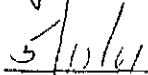
1. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. However, said teacher does not waive any statutory rights guaranteed by the State or under provisions of the Ed. Code.

Agreement

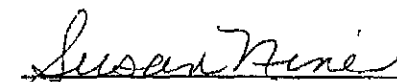
The above PAR Program language is hereby agreed to subject to the understanding that there may be a need for mutually agreed upon modifications required to facilitate implementation consistent with program and legal requirements.



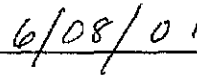
for District



Date



for PGTA



Date

Compensation "Goal"

- A. It is the mutual goal of the District and the PGTA that in order to be able to continue to hire and retain excellent certificated staff, PGUSD certificated employees shall be compensation at a level that places them in the top quartile when compared with certificated staff in the following Districts:

- Alisal
- Carmel
- Salinas High
- Gonzales
- Monterey
- Soledad
- North Monterey County

- B. To reach the above goal the total compensation (including salary, "in lieu" payment and district contribution to health benefits) will be adjusted by the average of the following five benchmarks:

- BA 30 Step 1
- BA 45 Step 4
- BA 60 Step 8
- BA 75 Step 22 (incl. MA)
- BA 75 Step 30 (incl MA)

plus an adjustment will be made to the longevity stipend to move the last benchmark to closer parity with the top quartile.

- C. The time frame for the adjustment shall be the shortest possible time that maintains the District's continued fiscal solvency, retains the educational program and ensures the District's ability to provide a safe working and educational environment.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2018/2019**

	BA	BA+15	BA+30	BA+45 or MA	BA+60 or MA +15	BA+75 prof credits or MS + 30 or Doctorate
STEP	I	II	III	IV	V	VI
1	58,131	63,138	67,046	69,851	71,554	72,156
2	59,338	64,696	68,958	72,117	74,172	75,126
3	60,544	66,255	70,871	74,381	76,789	78,096
4	61,752	67,815	72,781	76,646	79,406	81,066
5	62,957	69,375	74,694	78,910	82,024	84,036
6	64,166	70,934	76,605	81,174	84,641	87,005
7	65,373	72,494	78,518	83,440	87,258	89,975
8	66,579	74,054	80,430	85,705	89,876	92,946
9	66,579	75,611	82,342	87,969	92,493	95,915
10	67,301	76,334	85,742	91,722	96,331	100,112
11				94,044	99,273	103,120
12					101,892	106,372
13					104,624	109,343
17					108,107	112,998
22						116,651
25						120,437
27						123,821

NOTE: The additional units must be obtained following the completion of a degree.

a.) Longevity Stipends

\$600 stipend after year 10 (This is already included in the salary schedule and subject to COLA)

\$750 additional stipend at years 20-24, years 25-29 and year 30 and above (Not subject to COLA)

Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.

b.) Masters/Doctorate Stipend \$1500.00 stipend for Masters or Doctorate Degree beginning 7/1/2006, Effective 15/16 Master Stipend increase to \$2,000.

c.) Health Allowance Payment-\$10361.00/changed to \$3000 eff. 4/1/2015

In addition to other compensation, each certificated, full time employee, who is enrolled in the Dist./Assoc. medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in equal installments over the normal monthly payroll. Eligible part-time employees shall receive a share of the "Health allowance" per contract subject to enrollment in the insurance plans. \$4274.00 per year for dependent coverage as a district contribution.
(See Article III.2)

d.) Speech Pathologist Stipend effective 15/16 \$1,000

Increase 2.53% effective 7/1/2003, Increase 2.41% effective 7/1/2004, VI-25 added in 2004, added V-17 in 2005

Increase 4% effective 7-1-2005, increase o 5.43% effective 7/1/2006

Increase 3.42% effective 7-1-2007, increase 0.7% effective 7-1-2008, increase in lieu to \$10361.00 as of 7-1-2010

Increase 0.7% effective 7/1/2011, Increase 2% effective 7/1/2012, increase 2.25% eff. 7/1/2013

Increase 2.25% eff 7/1/2014, \$7361 added each cell from Health Allowance eff.4/1/2015, Inc 3.25% eff. 7/1/15, Inc 3.5% eff. 7/1/2016, Inc 3.5% eff. 7/1/2017

Inc 3.2% salary .55% for value of addtl training day .25% premium to additional trainin day eff. 7/1/2018

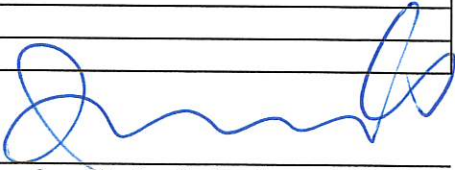
*Step VI-27 Effective 7-1-2005

Date

6/20/18 *Billie Mankey*

Billie Mankey, Director II Human Resources

PACIFIC GROVE UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE 2019/2020						
185 Work Days				Exhibit 4		
STEP	BA I	BA+15 II	BA+30 III	BA+45 or MA IV	BA+60 or MA +15 V	BA+75 prof credits or MS + 30 or Doctorate VI
1	59,294	64,401	68,387	71,248	72,985	73,599
2	60,525	65,990	70,337	73,559	75,655	76,629
3	61,755	67,580	72,288	75,868	78,325	79,658
4	62,987	69,171	74,237	78,179	80,994	82,687
5	64,216	70,763	76,188	80,488	83,664	85,717
6	65,449	72,353	78,137	82,797	86,334	88,745
7	66,680	73,944	80,088	85,109	89,003	91,775
8	67,911	75,535	82,039	87,419	91,674	94,805
9	67,911	77,123	83,989	89,728	94,343	97,833
10	68,647	77,861	87,457	93,556	98,258	102,114
11				95,925	101,258	105,182
12					103,930	108,499
13					106,716	111,530
17					110,269	115,258
22						118,984
25						122,846
27						126,297
NOTE: The additional units must be obtained following the completion of a degree.						
a.) Longevity Stipends						
\$600 stipend after year 10 (This is already included in the salary schedule and subject to COLA)						
\$750 additional stipend at years 20-24, years 25-29 and year 30 and above (Not subject to COLA)						
Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.						
b.) Masters/Doctorate Stipend \$1500.00 stipend for Masters or Doctorate Degree beginning 7/1/2006, Effective 15/16 Master Stipend increase to \$2,000.						
c.) Health Allowance Payment -\$10361.00 changed to \$3000 eff. 4/1/2015. Changed to \$3350 eff 7/1/2019						
In addition to other compensation, each certificated, full time employee, who is enrolled in the Dist./Assoc. medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in equal installments over the normal monthly payroll. Eligible part-time employees shall receive a share of the "Health allowance" per contract subject to enrollment in the insurance plans. \$4624 per year for dependent coverage as a district contribution Eff 7/1/2019 (See Article III.2)						
d.) Speech Pathologist Stipend effective 15/16 \$1,000						
Increase 2.53% effective 7/1/2003, Increase 2.41% effective 7/1/2004_ VI-25 added in 2004, added V-17 in 2005						
Increase 4% effective 7-1-2005, increase o 5.43% effective 7/1/2006						
Increase 3.42% effective 7-1-2007, increase 0.7% effective 7-1-2008, increase in lieu of \$10361.00 as of 7-1-2010						
Increase 0.7% effective 7/1/2011, Increase 2% effective 7/1/2012, increase 2.25% eff. 7/1/2013						
Increase 2.25% eff 7/1/2014, \$7361 added each cell from Health Allowance eff.4/1/2015, Inc 3.25% eff. 7/1/15, Inc 3.5% eff. 7/1/2016, Inc 3.5% eff. 7/1/2017						
Inc 3.2% salary .55% for value of addit training day .25% premium to additional trainin day eff. 7/1/2018						
Inc 2% Base Salary effective 7/1/2019						
*Step VI-27 Effective 7-1-2005						

6/11/2020 
 Date 72 Song Chin-Bendib, Asst Superintendent/CBO

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PSYCHOLOGIST SALARY SCHEDULE 2018/2019				
	BA	BA+15	BA+30	
STEP	I	II	III	
1	98,855	102,332	105,311	
2	102,332	105,311	108,788	
3	105,311	108,788	112,265	
4	108,788	112,265	115,244	
5	112,265	115,244	118,721	
6	115,244	118,721	121,699	
7	118,721	121,699	125,178	
8	121,699	125,178	128,653	
9	125,178	128,653	131,632	
10	125,898	129,375	132,354	
11	125,898	129,375	132,354	
12	125,898	129,375	132,354	
13	125,898	129,375	132,354	
17	125,898	129,375	132,354	

NOTE: The additional units must be obtained following the completion of a degree. The base salary of the psychologist is the first column and first step of the teacher's salary schedule. The base salary multiplied by the appropriate ratio will equal the total salary for the psychologist. The ratio provides for the responsibility assumed by the psychologist and an extended work year of 20 days beyond that expected of teachers. Ratio included in the salary calculations above. An employee within the district who assumes the position of school psychologist will be placed on the next highest level of the schedule above his current annual salary.

a.) Longevity Stipends

\$600 stipend after year 10 (This is already included in the salary schedule and subject to COLA)

\$750 additional stipend at years 20-24, years 25-29 and year 30 and above (Not subject to COLA)

Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.

b.) Masters/Doctorate Stipend \$1,500.00 stipend for Masters or Doctorate Degree eff. 15/16 Masters Stipend increase to \$2,000

c.) Health Allowance PAYMENT - \$3,000.00

In addition to other compensation, each certificated, full time employee, who is enrolled in the Dist./Assoc. medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in equal installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the Health Allowance subject to enrollment in the insurance plans. \$4274.00 per year for dependent coverage as a district contribution.(See Art. III.2)

Increase of 2.53% effective 7/1/2003, Increase of 2.41% effective 7/1/2004_ VI-25 added in 2004, added V-17 in 2005

Increase of 4% effective 7-1-2005, increase of 5.43% effective 7/1/2006

Increase of 3.42% effective 7-1-2007, Increase .7% effective 7-1-2008, increase 1.14% effective 7-1-2010

Inc. of 0.7% eff. 7-1-2011, Inc. of 2% eff. 7-1-2-12, 13/14 inc. 2.25%, 14/15 inc. 2.25%, 3.25% inc. eff 7/1/15, 3.5% eff. 7/1/16

Added \$ 7361 to each cell from HA eff. 4/1/2015

3.5% increase eff 07/01/2017, eff. 7/1/2018 Inc 3.2% salary .55% for value of addtl training day .25% premium to additional trainin day

4/20/18 *Billie Mankey*
 Date Billie Mankey, Director II (Human Resources)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PSYCHOLOGIST SALARY SCHEDULE 2019-2020				
203 Work Days				
	BA +45 or MA	BA+60 or MA+15	BA+75, INCLUDING MA or MA+30	Exhibit 5
STEP	I	II	III	
1	100,832	104,378	107,418	
2	104,378	107,418	110,964	
3	107,418	110,964	114,511	
4	110,964	114,511	117,549	
5	114,511	117,549	121,095	
6	117,549	121,095	124,133	
7	121,095	124,133	127,682	
8	124,133	127,682	131,226	
9	127,682	131,226	134,265	
10	128,416	131,962	135,001	
11	128,416	131,962	135,001	
12	128,416	131,962	135,001	
13	128,416	131,962	135,001	
17	128,416	131,962	135,001	

NOTE: The additional units must be obtained following the completion of a degree. The base salary of the psychologist is the first column and first step of the teacher's salary schedule. The base salary multiplied by the appropriate ratio (ratio is 1.82 x 1.0225 x 1.0225 + \$7,361) will equal the total salary for the psychologist. The ratio provides for the responsibility assumed by the psychologist and an extended work year of 20 days beyond that expected of teachers. Ratio included in the salary calculations above. An employee within the district who assumes the position of school psychologist will be placed on the next highest level of the schedule above his current annual salary.

a.) Longevity Stipends

\$600 stipend after year 10 (This is already included in the salary schedule and subject to COLA)

\$750 additional stipend at years 20-24, years 25-29 and year 30 and above (Not subject to COLA)

Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.

b.) Masters/Doctorate Stipend \$1,500.00 stipend for Masters or Doctorate Degree eff. 15/16 Masters Stipend increase to \$2,000

c.) Health Allowance PAYMENT - \$3,350.00 eff 7/1/2019

In addition to other compensation, each certificated, full time employee, who is enrolled in the Dist./Assoc. medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in equal installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the Health Allowance subject to enrollment in the insurance plans. \$4,624.00 per year for dependent coverage as a district contribution.(See Art. III.2)

Increase of 2.53% effective 7/1/2003, Increase of 2.41% effective 7/1/2004_ VI-25 added in 2004, added V-17 in 2005

Increase of 4% effective 7-1-2005, increase of 5.43% effective 7/1/2006

Increase of 3.42% effective 7-1-2007, Increase .7% effective 7-1-2008, increase 1.14% effective 7-1-2010

Inc. of 0.7% eff. 7-1-2011, Inc. of 2% eff. 7-1-2-12, 13/14 inc. 2.25%, 14/15 inc. 2.25%, 3.25% inc. eff 7/1/15, 3.5% eff. 7/1/16

Added \$ 7361 to each cell from HA eff. 4/1/2015

3.5% increase eff 07/01/2017, eff. 7/1/2018 Inc 3.2% salary .55% for value of addtl training day .25% premium to additional trainin day

2% Increase eff 7/1/19

6/14/2020



Date

Song Chin-Bendib, Asst Superintendent/Business Mgr

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CRITERIA FOR ACADEMIC EQUIVALENCY
 PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE

The following equivalents shall be granted for salary purposes:

1. Equivalent to less than a bachelor's degree (Column I):
 - a. RN held by nurses
 - b. Special Secondary in Public Safety and Accident Prevention and Driver Education and Driver Training when attained with a bachelor's degree

2. Equivalent to a bachelor's degree (Column I)
 - a. PHN held by nurses
 - b. Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time

3. Equivalent to Column II (BA + 15)

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time, 22 unit course completed as specified by the Division of Vocational Education, University of California (Phase I-6 semester units, Phase II-6 semester units, 10 educational units = total of 22 units), plus started on 60 unit general education requirement.

4. Equivalent to Column III (BA = 30)

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time, 22 unit course completed as specified by the Division of Vocational Education, University of California, plus 30 units of the 60 unit general education requirement completed.

5. Equivalent to Column IV (BA + 45 or MA)

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time, clear. All units completed. 22 units Division of Vocational Education, University of California plus 60 units general education completed.

6. Equivalent to Column V (BA + 60 or MA + 15)

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time, clear, plus bachelor's degree from an accredited college or university.

7. No equivalent shall be granted to Column VI (BA + 75/MA or MA + 30)

8. Salary schedule equivalents of Trade and Vocational Credentials shall be granted only to persons whose teaching assignments make these credentials appropriate.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED ABSENCE REPORT

Employee _____ Date(s) Absent _____

School or Work Location _____

REASON FOR ABSENCE (check one)

- Bereavement
- Industrial illness or accident
- Inservice release time *¹
- Jury Duty
- Leave with differential pay, when authorized
- Leave without pay
- Other _____
- Personal illness
- Witness Leave

*¹ Note: HR keeps records of inservice release time. Use of inservice release time must be coordinated with HR prior to use.

PERSONAL NECESSITY LEAVE (not more than seven days per school year)*²

- Serious illness or death in family (beyond Bereavement Leave)
- Accident to person and/or property of immediate family
- Leave with prior authorization (Use "Request for Personal Necessity Leave" form)
- Three days leave with prior notification to Principal but without explanation

*² Note: Personal necessity leave will be charged to sick leave unless you prefer they be charged to an Inservice Release Day instead.

Employee's Signature

Date

_____ Approved _____ Not approved

Supervisor's Signature

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR PERSONAL NECESSITY LEAVE

To: Immediate Supervisor (normally site principal or designee:

Personal necessity leave is requested on _____
date/dates

for the following reason or purpose: (seven days per school year limit

It is not possible for me to accomplish the above during non-working hours. I understand that approval of this request will result in an equivalent reduction of my accumulated sick leave benefits.

Signature

To: _____

From: Immediate Supervisor

Response: _____

Signature

Note: contract language states that "In the event of a denial by the immediate supervisor, the employee shall have the right to meet with the Superintendent to appeal the decision. The Superintendent's decision shall be presented to the employee in writing in a timely fashion."

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
TRANSFER REQUEST

Date _____

To: Assistant Superintendent

From: _____

I am requesting a transfer from _____

to _____ effective _____.

The reasons for this request are as follows:

Signature

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2018-2019

	M	T	W	T	F		<u>180 Instructional Days</u>
Aug			1	2	3	8/2 - New Hire Orientation	
	6	7	8	9	10	8/3 - Professional Development Day	
	13	14	15	16	17	8/6 - Welcome	
	20	21	22	23	24	8/7 - Teacher Prep Day (Non Student/Work Day)	
	27	28	29	30	31	8/8 - First Day of School/Work	18
Sept	H	4	5	6	7	9/3 - Labor Day Holiday	
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		19
Oct	1	2	3	4	5	10/6 - Butterfly Parade	
	8	9	10	11	12	10/12 - End of 1 st Quarter (47 days)	
	15	16	17	18	19	10/15-10/19 - Fall Break	
	22	24	25	26	26		
	29	30	31				18
Nov				1	2		
	5	6	7	8	9		
	H	13	14	15	16	11/12 - Veterans Day Holiday	
	19	20	21*	H	LH	11/22- 11/23 - Thanksgiving Holiday	
	26	27	28	29	30		19
Dec	3	4	5	6	7		
	10	11	12	13	14	12/21 - End of 2 nd Quarter (42 days)	
	17	18	19	20	21*	12/21 - End of 1 st Semester (89 days)	
	LH	H	26	27	28	12/24- 1/4- Winter Break	
	LH						15
Jan		H	2	3	4	12/21- 1/4 - Winter Break	
	7	8	9	10	11	1/7 - Teacher Prep Day (Non Student/Work Day)	
	14	15	16	17	18	1/21 - Martin Luther King Holiday	
	H	22	23	24	25		
	28	29	30	31			17
Feb					1		
	4	5	6	7	8		
	11	12	13	14	15		
	H	LH	LH	21	22	2/18-2/22 - Presidents' Holiday	
	25	26	27	28		2/25 - Professional Development Day	14
Mar					1		
	4	5	6	7	8		
	11	12	13	14	15	3/15 - End of 3 rd Quarter (42 days)	
	18	19	20	21	22		
	25	26	27	28	29		21
Apr	1	2	3	4	5*		
	8	9	10	11	12	4/8-4/12 - Spring Break	
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					17
May			1	2	3		
	6	7	8	9	10	5/31 - End of 4 th Quarter (49 days)	
	13	14	15	16	17	5/31 - End of 2 nd Semester (91 days)	
	20	21	22	23	24	5/27 - Memorial Day	
	H	28	29	30	31	5/31 - Last Day of School/Work	22

185 Work Days ~ Current Teachers

180

* minimum day for students

186 Work Days ~ New Teachers

H = Holiday = total of 9 (including July 4th)

LH = Local Holiday = total of 5

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019-2020

	M	T	W	T	F	180 Instructional Days
Aug				1	2	8/1 – New Hire Orientation
	5	6	7	8	9	8/2 - Professional Development Day (Non Student/Work Day)
	12	13	14	15	16	8/5 - Welcome
	19	20	21	22	23	8/6 - Teacher Prep Day (Non Student/Work Day)
	26	27	28	29	30	8/7 – First Day of School/Work
Sept	H	3	4	5	6	9/2 – Labor Day Holiday
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					18
Oct		1	2	3	4	10/5 -Butterfly Parade
	7	8	9	10	11	10/11 - End of 1 st Quarter (47 days)
	14	15	16	17	18	10/14-10/18 -Fall Break
	21	22	23	24	25	
	28	29	30	31		18
Nov					1	
	4	5	6	7	8	
	H	12	13	14	15	11/11- Veterans Day Holiday
	18	19	20	21	22	
	25	26	27*	H	LH	11/28- 29 - Thanksgiving Holiday
Dec	2	3	4	5	6	
	9	10	11	12	13	12/20 - End of 2 nd Quarter (42 days)
	16	17	18	19	20*	12/20 - End of 1 st Semester (89 days)
	23	LH	H	26	27	12/23- 1/3- Winter Break
	30	LH				15
Jan			H	2	3	12/23- 1/3- Winter Break
	6	7	8	9	10	1/6 – Teacher Prep Day (Non Student/Work Day)
	13	14	15	16	17	1/20– Martin Luther King Holiday
	H	21	22	23	24	
	27	28	29	30	31	18
Feb	3	4	5	6	7	
	10	11	12	13	14	2/17-21– Presidents’ Holiday
	H	LH	LH	20	21	2/24 – Professional Development Day (Non Student/Work Day)
	24	25	26	27	28	14
Mar	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	3/13 - End of 3 rd Quarter (43 days)
	23	24	25	26	27	
	30	31				22
Apr			1	2	3*	
	6	7	8	9	10	4/6-4/10 - Spring Break
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		17
May					1	
	4	5	6	7	8	5/29 - End of 4 th Quarter (49 days)
	11	12	13	14	15	5/29 - End of 2 nd Semester (91 days)
	18	19	20	21	22	5/25 - Memorial Day
	H	26	27	28	29*	5/29 - Last Day of School/Work
						20

185 Work Days ~ Current Teachers

180

* minimum day for students

186 Work Days ~ New Teachers

H = Holiday = total of 9 (including July 4th)

LH = Local Holiday = total of 5

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AUXILIARY PERSONNEL

Employee _____ Position _____ Date _____

School(s) _____

Employment Performance Objective	Assessment Techniques	Degree of Progress (When appropriate)
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

ELEMENTS RELATING TO THE STANDARDS OF EXPECTED PUPIL PROGRESS
(Performance Objectives in the Case of Auxiliary Service Personnel)

1. Evaluatee Comments

2. Evaluator Comments



Pacific Grove Unified School District

School Counselor Evaluation

Evaluatee: _____ School: _____ Date: _____

Evaluator: _____ Grade/Subj: _____

Check one: Probationary 1 Probationary 2 Temporary Permanent

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included. Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

Professional Performance Standards

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>1. Standard-Guidance Curriculum - Applies to Secondary Counselors Only</p> <ul style="list-style-type: none"> • Provides guidance in a systematic way for the purpose of skill development and application of skills learned. • Profile each student in the caseload, including academic standing, credit status, attendance patterns and school citizenship; monitor students appropriately and keep information current. • Facilitates and interprets academic assessments. At the high school, facilitate and interpret academic and career assessments. • Regular academic review of students as needed. • Build individual student schedules that respond to the student needs and goals.
<p>Comments:</p>	



Pacific Grove Unified School District School Counselor Evaluation

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>2. Standard Small Group and Individual Counseling</p> <ul style="list-style-type: none"> • Assist students in planning, monitoring and managing their educational, personal, social and career development goals • Uses appropriate content and materials for grade level • Establishes rapport with the students. • Delivers guidance and lessons effectively. • Guidance and services are available to all students. • Responds in a timely manner to scheduling and/or counseling referrals. • Communicates and collaborates with teachers and parents appropriately. • Is current with recent counseling research and methodologies.
<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>3. Standard-Prevention and Intervention Services</p> <ul style="list-style-type: none"> • Addresses the concerns of learners. • Demonstrates appropriate involvement with student review teams and utilizes a team approach to problem solving. • Assists in implementation and support of conflict resolution and mediation groups/programs. • Participates in Crisis Response and implements the established coordinated service plans. • Utilizes knowledge of academic and support resources in the community, provides information, makes appropriate referrals and follow-up



Pacific Grove Unified School District School Counselor Evaluation

<p><input type="checkbox"/> Satisfactory/ Meets Standards</p> <p><input type="checkbox"/> Conditional</p> <p><input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards</p> <p>Comments:</p>	<p>4. Standard-Consultation and Collaboration, Program Coordination</p> <ul style="list-style-type: none"> • Establishes professional relationships with staff, parents and students. • Provides knowledge and support of site and district programs for student services • Presents reports in a clear concise manner. • Promotes counseling and guidance programs to students, parents and staff. • Establishes a calendar of guidance or counseling activities. • Provides assistance in guidance related staff in-services. • Promotes equity and access for all students. • Advocates for student needs.



Pacific Grove Unified School District School Counselor Evaluation

_____ is:

Employee Name

- Satisfactory/Meets Standards**
- Conditional**
- Unsatisfactory/Does Not Meet Standards**

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Evaluator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Evaluatee's Signature

Date



Pacific Grove Unified School District School Psychologist Evaluation Form

Evaluatee: _____ School: _____ Date: _____

Evaluator: _____ Grade/Subj: _____

Check one: Probationary 1 Probationary 2 Temporary Permanent

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included.
Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

Professional Performance Areas

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>1. Pedagogical Content Knowledge</p> <ul style="list-style-type: none"> • Identifies student’s learning needs (strengths and weaknesses), assesses in all area of suspected disability and recommends appropriate remedial strategies. • Collaborates with IEP team to develop IEP’s consistent with student’s needs. • Complies with state and federal regulations governing special education with specific attention to time lines and Individuals with Disabilities Educations Act requirements.
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Comments:



Pacific Grove Unified School District

School Psychologist Evaluation Form

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>2. Communication Skills</p> <ul style="list-style-type: none"> • Is constructive and cooperative in interactions with parents and receptive to their contributions. • Communicates with other professional staff and consults effectively with the wider school community. • Reports and interprets test results and other student data in ways that can be understood by non-specialist and used to facilitate student growth. • Interprets student records clearly for students, parents, teachers, administrators, and other authorized personnel.
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<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>3. Instructional Practice</p> <ul style="list-style-type: none"> • Creates an environment that promotes team participation, learning, and involvement. • Uses appropriate techniques to facilitate Team process.
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Pacific Grove Unified School District School Psychologist Evaluation Form

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>4. Diagnostic Assessments/Evaluations</p> <ul style="list-style-type: none"> • Administers, scores, and interprets results of psycho-educational measures or assessment and recommends remediation or treatment. • Demonstrates knowledge of a wide variety of assessments. • Writes clear and concise reports and educational recommendations. • Present assessment reports in a clear concise manner.
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<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>5. Problem Solving</p> <ul style="list-style-type: none"> • Collaborates with general and special education team members, including sharing knowledge and skills, carrying out assigned tasks, supporting the contribution of others, and providing leadership in those problem situations where appropriate. • Demonstrates the day-to-day ability to anticipate and to resolve problems and crises.
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Pacific Grove Unified School District

School Psychologist Evaluation Form

- Satisfactory/
Meets Standards
- Conditional
- Unsatisfactory/
Does Not Meet
Standards

6. Professionalism

- Responsibly meets professional obligations in regard to punctuality, attendance, and assigned routine duties.
- Shares responsibility for accomplishing the goals and priorities of grade, team, department, school site and the Pacific Grove Unified School District.
- Is a reflective and continuous learner.
- Speaks professionally about students and families.

Comments:



Pacific Grove Unified School District School Psychologist Evaluation Form

_____ is:

Employee Name

- Satisfactory/Meets Standards**
- Conditional**
- Unsatisfactory/Does Not Meet Standards**

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Evaluator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Evaluatee's Signature

Date



Pacific Grove Unified School District

Speech Language Therapist Evaluation Form

Evaluatee: _____ School: _____ Date: _____

Evaluator: _____ Grade/Subj: _____

Check one: Probationary 1 Probationary 2 Temporary Permanent

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included.

Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

Professional Performance Areas

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>1. Standard-Engaging and Supporting ALL Student in Learning</p> <ul style="list-style-type: none"> Connects students' classroom curriculum, experience and interests with communication goals using a variety of instructional strategies and resources to respond to students' diverse needs. Facilitates communication experiences that promote autonomy and school interaction.
---	--

Comments:



Pacific Grove Unified School District

Speech Language Therapist Evaluation Form

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>2. Standard- Creating & Maintaining Effective Environments for Student Learning</p> <ul style="list-style-type: none"> • Creates a physical environment that engages students. • Establishes a climate that promotes fairness and respect. • Promotes speech development and group/individual responsibility. • Establishes and maintains standards for student behavior. • Plans and implements procedures and routines that support communication skills. • Uses instructional time effectively.
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<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>3. Standard- Understands & Organizes Goals and Objectives/Lessons for Student Learning.</p> <ul style="list-style-type: none"> • Creates an environment that promotes team participation, learning, and involvement. • Selects and organizes Speech Therapy materials that match students' current needs and developmental level. • Develops student understanding through instructional strategies that are appropriate to students' goals and objectives. • Insures timely compliance with IEP and assessment requirements. • Uses materials, resources and technologies to facilitate student achievement of goals and objectives.
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Pacific Grove Unified School District

Speech Language Therapist Evaluation Form

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>4. Standard- Planning Instruction & Designing Learning Experiences for ALL Students</p> <ul style="list-style-type: none"> • Draws on and values student’ backgrounds, interests and developmental learning needs. • Establishes and articulates goals for student learning. • Develops and sequences instructional activities and materials for student learning. • Modifies instructional plans to adjust for student needs.
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<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards Comments:	<p>5. Standard- Assessing Student Learning</p> <ul style="list-style-type: none"> • Assesses Speech and Language performance of students referred and develops appropriate assessment reports. • Completes Individualized Education Plans with appropriate goals and objectives for qualified students. • Uses the results of assessments to guide instruction. • Demonstrates a knowledge and use of wide range of appropriate assessments. • Monitor and communicates student progress. • Complies with state federal regulations governing special education with specific attention to time lines and Individuals with Disabilities Education Act.
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Pacific Grove Unified School District

Speech Language Therapist Evaluation Form

- Satisfactory/
Meets Standards
- Conditional
- Unsatisfactory/
Does Not Meet
Standards

6. Standard- Developing as a Professional Speech & Language Pathologist

- Reflects on therapy practice and plans professional development.
- Establishes professional goals and pursues opportunities to grow professionally.
- Works with colleagues to improve professional practice.
- Balances professional responsibilities and maintains motivation
- Establishes professional relationships with staff, parents and students.

Comments:



Pacific Grove Unified School District Speech Language Therapist Evaluation Form

_____ is:

Employee Name

- Satisfactory/Meets Standards**
- Conditional**
- Unsatisfactory/Does Not Meet Standards**

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Evaluator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Evaluatee's Signature

Date



Pacific Grove Unified School District

California Standards for the Teaching Profession

Initial Certificated Evaluation (Fall Planning)

Evaluator: _____ Date: _____
 School: _____
 Check one: Probationary 1 Probationary 2 Temporary Permanent

Strengths	Areas for Growth
	<p>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <ul style="list-style-type: none"> • Using knowledge of students to engage them in learning • Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests • Connecting subject matter to meaningful, real-life contexts • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs • Promoting critical thinking through inquiry, problem solving, and reflection • Monitoring student learning and adjusting instruction while teaching
	<p>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students • Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe • Creating a rigorous learning environment with high expectations and appropriate support for all students • Developing, communicating, and maintaining high standards for individual and group behavior • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. • Using instructional time to optimize learning

Strengths	Areas for Growth
	<p>UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content
	<p>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <ul style="list-style-type: none"> • Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
	<p>ASSESSING STUDENTS FOR LEARNING</p> <ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families

Strengths	Areas for Growth
<p>DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <ul style="list-style-type: none"> • Reflecting on teaching practice in support of student learning • Establishing professional goals and engaging in continuous and purposeful professional growth and development • Collaborating with colleagues and the broader professional community to support teacher and student learning • Working with families to support student learning • Engaging local communities in support of the instructional program • Managing professional responsibilities to maintain motivation and commitment to all students • Demonstrating professional responsibility, integrity, and ethical conduct 	
<p>Other Comments:</p>	

 Evaluatee's Signature

 Evaluator's Signature

 Date



Pacific Grove Unified School District Classroom Observation Form

Exhibit 11g

Evaluatee: _____	School: _____	Date: _____
Evaluator: _____	Grade/Subj: _____	
Check one: <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent		

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included. Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

California Standards for the Teaching Profession Performance Areas

Number of Students: _____	Time: From _____	To _____
Lesson Objective: _____		
Focus California Academic Standard(s) and Activities: _____		
Method to Assess Student Learning: _____		

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <ul style="list-style-type: none"> Using knowledge of students to engage them in learning Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests Using student achievement data, on a regular basis, to inform instruction for individuals and whole groups Connecting subject matter to meaningful, real-life contexts Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs Promoting critical thinking through inquiry, problem solving, and reflection Monitoring student learning and adjusting instruction while teaching
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Comments: _____



Pacific Grove Unified School District Classroom Observation Form

Exhibit 11g

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe Creating a rigorous learning environment with high expectations and appropriate support for all students Developing, communicating, and maintaining high standards for individual and group behavior Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. Using instructional time to optimize learning
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks Applying knowledge of student development and proficiencies to ensure student understanding of subject matter Organizing curriculum to facilitate student understanding of the subject matter Utilizing instructional strategies that are appropriate to the subject matter Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students Addressing the needs of English learners and students with special needs to provide equitable access to the content
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Comments:



Pacific Grove Unified School District Classroom Observation Form

Exhibit 11g

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <ul style="list-style-type: none"> • Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>ASSESSING STUDENTS FOR LEARNING</p> <ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families
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Comments:



Pacific Grove Unified School District Classroom Observation Form

Exhibit 11g

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>DEVELOPING AS A PROFESSIONAL EDUCATOR *</p> <ul style="list-style-type: none">• Reflecting on teaching practice in support of student learning• Establishing professional goals and engaging in continuous and purposeful professional growth and development• Collaborating with colleagues and the broader professional community to support teacher and student learning• Working with families to support student learning• Engaging local communities in support of the instructional program• Managing professional responsibilities to maintain motivation and commitment to all students• Demonstrating professional responsibility, integrity, and ethical conduct <p><i>*May not be reflected in this observation</i></p>
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Comments:

Overall Comments, Commendations, and Recommendations:



Pacific Grove Unified School District Classroom Observation Form

Exhibit 11g

The final rating of evaluation categories assessed in this evaluation is:

- Satisfactory/Meets Standards**
- Conditional**
- Unsatisfactory/Does Not Meet Standards**

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Evaluator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Evaluatee's Signature

Date

These criteria are based on the California Education Code and the California Standards for the Teaching Profession (CSTP). Please consult the CSTP for further elaboration in each topic area.



Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

Exhibit 11h

Evaluatee: _____	School: _____	Date: _____
Evaluator: _____	Grade/Subj: _____	
Check one: <input checked="" type="radio"/> Probationary 1	<input type="checkbox"/> Probationary 2	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included.
Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

California Standards for the Teaching Profession Performance Areas

<input type="checkbox"/> Satisfactory/ Meets Standards	ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING <ul style="list-style-type: none">• Using knowledge of students to engage them in learning• Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests• Using student achievement data, on a regular basis, to inform instruction for individuals and whole groups• Connecting subject matter to meaningful, real-life contexts• Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs• Promoting critical thinking through inquiry, problem solving, and reflection• Monitoring student learning and adjusting instruction while teaching
<input type="checkbox"/> Conditional	
<input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	

Comments:



Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

Exhibit 11h

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input checked="" type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students • Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe • Creating a rigorous learning environment with high expectations and appropriate support for all students • Developing, communicating, and maintaining high standards for individual and group behavior • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. • Using instructional time to optimize learning
<p>Comments:</p>	
<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content •
<p>Comments:</p>	



Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

Exhibit 11h

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <ul style="list-style-type: none"> Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction Establishing and articulating goals for student learning Developing and sequencing long-term and short-term instructional plans to support student learning Planning instruction that incorporates appropriate strategies to meet the learning needs of all students Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
---	--

Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>ASSESSING STUDENTS FOR LEARNING</p> <ul style="list-style-type: none"> Applying knowledge of the purposes, characteristics, and uses of different types of assessments Collecting and analyzing assessment data from a variety of sources to inform instruction Reviewing data, both individually and with colleagues, to monitor student learning Using assessment data to establish learning goals and to plan, differentiate, and modify instruction Involving all students in self-assessment, goal setting, and monitoring progress Using available technologies to assist in assessment, analysis, and communication of student learning Using assessment information to share timely and comprehensible feedback with students and their families
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Comments:



Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

Exhibit 11h

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>DEVELOPING AS A PROFESSIONAL EDUCATOR *</p> <ul style="list-style-type: none">• Reflecting on teaching practice in support of student learning• Establishing professional goals and engaging in continuous and purposeful professional growth and development• Collaborating with colleagues and the broader professional community to support teacher and student learning• Working with families to support student learning• Engaging local communities in support of the instructional program• Managing professional responsibilities to maintain motivation and commitment to all students• Demonstrating professional responsibility, integrity, and ethical conduct <p><i>*May not be reflected in this observation</i></p>
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Comments:

Overall Comments, Commendations, and Recommendations:



Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

Exhibit 11h

The mid-year, overall rating of evaluation categories assessed in this evaluation for

_____ **is:**
Employee Name

- Satisfactory/Meets Standards**
- Conditional**
- Unsatisfactory/Does Not Meet Standards**

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Evaluator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Evaluatee's Signature

Date

These criteria are based on the California Education Code and the California Standards for the Teaching Profession (CSTP). Please consult the CSTP for further elaboration in each topic area.

Pacific Grove Unified School District

Final Certificated Evaluation Report, _____ School Year

Evaluatee:	School:	Date:
Evaluator:	Grade/Subj:	
Check one: <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent		

Unsatisfactory is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A supportive statement, which includes suggestions for improvement, must be included.

Conditional must include a supportive statement delineating conditions that must be met to produce satisfactory results.

California Standards for the Teaching Profession Performance Areas

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <ul style="list-style-type: none"> • Using knowledge of students to engage them in learning • Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests • Using student achievement data, on a regular basis, to inform instruction for individuals and whole groups • Connecting subject matter to meaningful, real-life contexts • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs • Promoting critical thinking through inquiry, problem solving, and reflection • Monitoring student learning and adjusting instruction while teaching
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students • Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe • Creating a rigorous learning environment with high expectations and appropriate support for all students • Developing, communicating, and maintaining high standards for individual and group behavior • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. • Using instructional time to optimize learning
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <ul style="list-style-type: none"> • Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p>ASSESSING STUDENTS FOR LEARNING</p> <ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families
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Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards <input type="checkbox"/> Conditional <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p style="text-align: center;">DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <ul style="list-style-type: none"> • Reflecting on teaching practice in support of student learning • Establishing professional goals and engaging in continuous and purposeful professional growth and development • Collaborating with colleagues and the broader professional community to support teacher and student learning • Working with families to support student learning • Engaging local communities in support of the instructional program • Managing professional responsibilities to maintain motivation and commitment to all students • Demonstrating professional responsibility, integrity, and ethical conduct
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Comments:

Overall Commendations:

Overall Recommendations:

The final rating of evaluation categories assessed in this evaluation is:

- Satisfactory/Meets Standards** *1
- Conditional** *2
- Unsatisfactory/Does Not Meet Standards** *3

Evaluatee's Statement (attach additional pages as needed):

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Principal's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Teacher's Signature

Date

These criteria are based on state law (Education Code) and the California Standards for the Teaching Profession (CSTP). Please consult the CSTP for further elaboration in each topic area.

*1 See Article IX, Section K for Extended Evaluation Period Option
 *2 See Article IX, Section E regarding assistance plans
 *3 See Article IX, Section F regarding Education Code compliance

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Extended Evaluation – Professional Growth Plan

Employee _____ Position _____ Date _____

School(s) _____

Employee Professional Growth Activities (List summary of activities)	Date of Activity	Degree of Progress (Summary of Activity)

**Pacific Grove Unified School District
Alternative Certificated Teacher Evaluation
Alternative Evaluation Final Narrative**

The administrator is to complete a written narrative assessment of the alternative evaluation no later than 30 days prior to the last day of school.

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the assessment.

Evaluatee

Date

Evaluator

Date

**Pacific Grove Unified School District
Alternative Certificated Teacher Evaluation
Final Alternative Evaluation Summary**

The employee is to complete a written assessment of the alternative evaluation and submit the form to the administrator in a conference by April 15.

Evaluatee

Date

Evaluator

Date

**Pacific Grove Unified School District
Alternative Certificated Teacher Evaluation
Final Alternative Evaluation Plan**

This form is to be completed by the employee after conferring with the evaluator to refine and revise the Alternative Evaluation Plan. This plan should include the option choices and goals of the employee for this alternative evaluation. The deadline to complete this form is October 15. A conference may be held; however, in accordance with contract language, this conference is optional.

Option A

Option B

Evaluatee

Date

Evaluator

Date

**Pacific Grove Unified School District
Alternative Certificated Teacher Evaluation
Alternative Evaluation Midyear Response**

This form is to be completed by the administrator no more than five days after holding a midyear conference with the employee.

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the response.

Evaluatee

Date

Evaluator

Date

**Pacific Grove Unified School District
Alternative Certificated Teacher Evaluation
Alternative Evaluation Midyear Summary**

This form is to be completed by the employee and submitted to the administrator by Feb. 1.

Evaluatee

Date

Evaluator

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE GRIEVANCE FORM

Date _____

Name _____ Assignment/Location _____

Description of alleged grievance:

Section of contract applicable:

Adverse effect on grievant:

Specify remedy requested:

Date of receipt of grievance form

Signature of Grievant

Signature of Supervisor

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE GRIEVANCE RESPONSE FORM

Grievant's Name _____

Assignment/Location _____

Date Grievance received _____

Response to Grievance, Level _____

Supervisor's Signature

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE GRIEVANCE APPEAL FORM

Appeal from Level _____ to Level _____

Date _____

Name _____ Assignment/Location _____

Indicate below the reasons you are not satisfied with the decision rendered in the previous level. Attach copies of all formal written documents required at previous level or levels. Include specific remedy requested.

Date of receipt of appeal form

Signature of Grievant

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
APPLICATION FOR CONSULTANCY AGREEMENT

1. Name of Applicant _____
2. Attach a Consultancy Plan that includes:
 - A. Description of Service
 - B. Hours of employment (e.g., (1) a log to document hours spent or (2) an established schedule equivalent to 40 teacher days. “Teacher work day” is defined in the Master Contract.)
 - C. Work site(s)
 - D. Procedure for Evaluation (There will be a final conference with the immediate supervisor to assess the effectiveness of service and recommendations regarding continuation.)
3. Approved consultancy plan is to be attached to the Consultancy Agreement.

Superintendent’s Recommendation for Approval:

Date _____ Superintendent _____

Date of Board Approval _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CONSULTANCY AGREEMENT

AGREEMENT made by Pacific Grove Unified School District of Monterey County, California and _____, Consultant.

- 1. Services to be furnished:

- 2. Term: The term of this Agreement shall be for a period of one year, commencing on _____ and terminating on _____.

- 3. Option: District grants to Consultant the right to extend this Agreement _____ successive period of one year each.

- 4. Services by Consultant: The Consultant agrees to furnish forty (40) days per year of services as described in paragraph 1 above, at a time and place mutually agreeable to the parties.

- 5. Compensation: The District shall pay a maximum of \$_____ per year at the rate of \$_____ for each day of completed service. The schedule of payment shall be mutually arranged between the District and the Consultant.

- 6. Benefits: The District shall provide the same benefits for the Consultant that it does for the full time employee.

CONSULTANT

Date _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
By _____
Title _____
Date _____

____Initial Request

____Final Request

**CERTIFICATED APPLICATION FOR PROFESSIONAL GROWTH
THROUGH THE PROFESSIONAL GROWTH REVIEW BOARD**

Note: If you are requesting units in more than one of the eligible areas, please submit a separate application for each.

Name School and Assignments Date

I. Application Request

I request _____ units in the following area:

____ Educational Travel ____ Lower Division Course Work ____ Other Activities
____ Action Research ____ Curriculum Development ____ Self-directed study

I want to apply these units to ____ Column Advance ____ Inservice Release

II. Please summarize your proposal:

Include the following:

- 1) Summarize how your proposal will contribute to your professional growth.
- 2) Describe how you will use this material in your classroom.
- 3) Show how your proposal fits the standards at your grade level.
- 4) **Submit two identical copies to the PGRB Committee.**

(Attach a separate sheet with a legible, perfectly typed, copy of your proposal)

III. PGRB Action: ____ units are recommended

Date PGRB Chairperson

IV. Superintendent Action:

____ Approved ____ Denied

____ Additional information requested by Superintendent

Superintendent Signature

V. Final review of evidence of satisfactory completion

____ Approved ____ Denied

Date PGRB Chairperson

VI. Entry made on personal records: ____ units

Date Personal Officer

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

APPLICATION FOR JOB SHARING

1. Name of Applicant: _____

2. I am applying for a job sharing option for (*position*) _____
 at (*location*) _____ for school year _____

Check if applicable:

If a current permanent/probationary district employee is not interested in job sharing, I am interested in continuing with my current temporary job share partner.

3. Attach description of job sharing plan including:

- A. Hours of employment schedule
- B. Primary responsibility of content areas
- C. Provisions of continuity of instruction
- D. Student evaluation/grading procedures (for example, report cards)
- E. Parent conferences/contracts
- F. School/district level meetings (e.g., faculty meetings, curriculum meetings, open house)
- G. Teacher’s evaluation plan (including objectives for student progress in subjects taught)
- H. Adjunct duties
- I. Other

4. Recommendation Procedure

A. Committee Recommendation

Date: _____ Committee PGTA Rep.: _____

Date: _____ Committee Site Admin. Rep.: _____

Recommend approval Do not recommend approval

B. Superintendent Recommendation

Date: _____ Superintendent _____

Recommend approval Do not recommend approval


C. Date of Board Action: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT							
2018-2019							
STIPENDS							
		TIME	FTE Funded	1ST/2ND	3RD/4TH	5TH+	
HIGH SCHOOL				YEAR	YEAR	YEAR	
					7.50%	7.50%	
Athletic Director		Teacher	1.0	\$6,194	\$6,659	\$7,158	
Tier I		Year					
Football (8/16-11/20)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistants		Season	3.0	\$2,684	\$2,886	\$3,102	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Volleyball (9/1-11/15)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Boys Basketball (11/1-3/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistant		Season	1.0	\$2,684	\$2,886	\$3,102	
JV		Season	Ø	\$2,684	\$2,886	\$3,102	
Girls Basketball (11/1-3/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistant		Season	1.0	\$2,684	\$2,886	\$3,102	
JV		Season	Ø	\$2,684	\$2,886	\$3,102	
Wrestling (11/1-3/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistant		Season	1.0	\$2,684	\$2,886	\$3,102	
Baseball (2/1-6/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistant		Season	Ø	\$2,684	\$2,886	\$3,102	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Softball (2/1-6/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Track (2/1-6/1)							
Varsity		Season	1.0	\$3,717	\$3,995	\$4,295	
Assistants		Season	2.0	\$2,684	\$2,886	\$3,102	
Soccer (11/1-3/1)							
Varsity Boys		Season	1.0	\$3,717	\$3,995	\$4,295	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Varsity Girls		Season	1.0	\$3,717	\$3,995	\$4,295	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	
Lacrosse		Season	1.0	\$3,717	\$3,995	\$4,295	
JV		Season	1.0	\$2,684	\$2,886	\$3,102	

Tier II			FTE Funded				
Cross Country (9/1-12/1)			Season	1.0	\$2,891	\$3,108	\$3,341
Assistant			Season	∅	\$2,684	\$2,886	\$3,102
Golf (Boys)			Season	1.0	\$2,891	\$3,108	\$3,341
Golf (Girls)			Season	1.0	\$2,891	\$3,108	\$3,341
Swimming							
Girls	(9/1-11/1)		Season	1.0	\$2,891	\$3,108	\$3,341
Boys	(2/1-6/1)		Season	1.0	\$2,891	\$3,108	\$3,341
Swimming/Diving							
Assistant			Season	1.0	\$2,684	\$2,886	\$3,102
Tennis							
Boys	(2/1-6/1)		Season	1.0	\$2,891	\$3,108	\$3,341
Girls	(9/1-11/1)		Season	1.0	\$2,891	\$3,108	\$3,341
MIDDLE SCHOOL							
				FTE Funded	1ST/2ND	3RD/4TH	5TH+
					YEAR	YEAR	YEAR
Position		Teacher					
Athletic Director		Year	1.0	\$2,643	\$2,841	\$3,054	
Volleyball Girls							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Volleyball Boys							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Basketball Boys							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Basketball Girls							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Wrestling			Season	∅	\$1,156	\$1,243	\$1,336
Soccer Boys			Season	1.0	\$1,156	\$1,243	\$1,336
Soccer (Girls)			Season	1.0	\$1,156	\$1,243	\$1,336
Track			Season	1.0	\$1,156	\$1,243	\$1,336
Cross Country			Season	1.0	\$1,156	\$1,243	\$1,336
Golf			Season	∅	\$1,156	\$1,243	\$1,336
Tennis			Season	∅	\$1,156	\$1,243	\$1,336

OTHER FACTOR ASSIGNMENTS			FTE Funded				
HS Musical Advisor		Spring	1.0	\$2,610	\$2,806	\$3,016	
Assistant		Spring	1.0	\$1,123	\$1,207	\$1,298	
Music Performance Coach							
Instrumental Performance		Year	1.0	\$2,552	\$2,743	\$2,949	
Vocal Performance		Year	1.0	\$1,020	\$1,097	\$1,179	
HS Band/Orch							
Director		Fall	1.0	\$2,610	\$2,806	\$3,016	
HS Band/Orch							
Director		Winter/Spring	1.0	\$2,610	\$2,806	\$3,016	
HS Drama Coach							
		Teacher	1.0	\$2,598	\$2,793	\$3,002	
		Year					
HS Spirit Squad							
Advisor		Teacher					
		Year	1.0	\$2,598	\$2,793	\$3,002	
HS Dance Squad							
Advisor		Teacher					
		Year	1.0	\$2,598	\$2,793	\$3,002	
Newspaper							
Advisor		Teacher					
		Year	∅	\$2,598	\$2,793	\$3,002	
Yearbook Advisor							
High School**		Teacher					
		Year	1.0	\$4,749	\$5,105	\$5,488	
Middle School			1.0	\$1,652	\$1,776	\$1,909	
Middle School Paper							
Advisor		Work					
		Year	∅	\$595	\$639	\$687	
MS Noon Act. Dir							
		Year	1.0	\$2,610	\$2,806	\$3,016	
Middle School Musical Advisor							
Stage Crew		Work					
		Year	∅	\$892	\$959	\$1,031	
Middle School Spirit Squad							
Advisor		Work					
		Year	∅	\$1,334	\$1,434	\$1,542	
Middle School							
Student Gov		Work					
		Year	∅	\$2,965	\$3,187	\$3,426	
Lead Teacher							
Community High		Work					
		Year	1.0	\$8,177			
Instructional							
Hourly Rate		Per					
		Hour		\$41.30			
Non-instructional							
Hourly Rate		Per					
		Hour		\$16.52			

Special Assignment		Per						
Hourly Rate		Hour		\$12.24				
Science Camp/Over								
Night Camping Trips		5 days @						
4 teachers		Daily rate		\$107.37				
20 days								
Teacher in Charge		Daily*		\$90.85				
Choral Stipend (Saturday Class) - address student needs at grades 9th-12th. Will be paid quarterly from the general fund, and only when it is not feasible for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceed \$10,000 per year. MOU 5/16/17								
Curriculum Coordinator - The stipend for all secondary curriculum coordinators shall be a base of \$300 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated coordinators up to \$770 per assignment								
*Any teacher acting as principal will be paid the daily factor if the principal is gone from the school site. A teacher - in - charge shall be paid for a half-day assignment on a prorated basis.								
*A substitute will be provided for the class of a teacher-in-charge if the principal expects to be off-site for the entire day.								
** Subject to ongoing negotiations								
An employee who is assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the full salary (e.g. a coach working only one half of the full coach assignment will receive only one-half of the full salary.)								


 Date 6/20/18 Billie Mankey, Director II Human Resources

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019/2020 STIPENDS					
HIGH SCHOOL-TIER I					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Athletic Director	Teacher-Year	1.0	\$6,194	\$6,659	\$7,158
Football (8/16-11/20)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistants	Season	3.0	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Volleyball (9/1-11/15)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Boys Basketball (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
JV	Season	∅	\$2,684	\$2,886	\$3,102
Girls Basketball (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
JV	Season	∅	\$2,684	\$2,886	\$3,102
Wrestling (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
Baseball (2/1-6/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	∅	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Softball (2/1-6/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Track (2/1-6/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistants	Season	2.0	\$2,684	\$2,886	\$3,102
Soccer (11/1-3/1)					
Varsity Boys	Season	1.0	\$3,717	\$3,995	\$4,295
JV Boys	Season	1.0	\$2,684	\$2,886	\$3,102
Varsity Girls	Season	1.0	\$3,717	\$3,995	\$4,295
JV Girls	Season	1.0	\$2,684	\$2,886	\$3,102
Lacrosse					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102

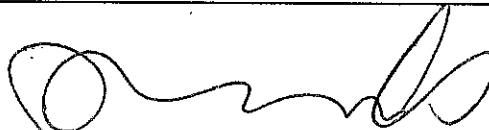
PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019/2020 STIPENDS					
HIGH SCHOOL-TIER II					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Cross Country (9/1-12/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Assistant	Season	∅	\$2,684	\$2,886	\$3,102
Golf					
Boys	Season	1.0	\$2,891	\$3,108	\$3,341
Girls	Season	1.0	\$2,891	\$3,108	\$3,341
Swimming					
Girls (09/1-11/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Boys (2/1-6/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Swimming/Diving					
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
Tennis					
Girls (09/1-11/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Boys (2/1-6/1)	Season	1.0	\$2,891	\$3,108	\$3,341
MIDDLE SCHOOL					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Athletic Director	Teacher-Year	1.0	\$2,643	\$2,841	\$3,054
Volleyball Girls					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Volleyball Boys					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Basketball Boys					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Basketball Girls					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Wrestling					
	Season	∅	\$1,156	\$1,243	\$1,336
Soccer					
Boys	Season	1.0	\$1,156	\$1,243	\$1,336
Girls	Season	1.0	\$1,156	\$1,243	\$1,336

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019/2020 STIPENDS					
MIDDLE SCHOOL					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Track	Season	1.0	\$1,156	\$1,243	\$1,336
Cross Country	Season	1.0	\$1,156	\$1,243	\$1,336
Golf	Season	∅	\$1,156	\$1,243	\$1,336
Tennis	Season	∅	\$1,156	\$1,243	\$1,336
OTHER FACTOR ASSIGNMENTS					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
HS Musical					
Advisor	Spring	1.0	\$2,610	\$2,806	\$3,016
Assistant	Spring	1.0	\$1,123	\$1,207	\$1,298
Music Performance Coach					
Instrumental Performance	Year	1.0	\$2,552	\$2,743	\$2,949
Vocal Performance	Year	1.0	\$1,020	\$1,097	\$1,179
HS Band/Orch					
Director	Fall	1.0	\$2,610	\$2,806	\$3,016
HS Band/Orch					
Director	Winter/Spring	1.0	\$2,610	\$2,806	\$3,016
HS Drama Coach	Teacher-Year	1.0	\$2,598	\$2,793	\$3,002
HS Spirit Squad Advisor	Teacher-Year	1.0	\$2,598	\$2,793	\$3,002
HS Dance Squad Advisor	Teacher-Year	1.0	\$2,598	\$2,793	\$3,002
Newspaper Advisor	Teacher-Year	∅	\$2,598	\$2,793	\$3,002
Yearbook Advisor					
High School**	Teacher-Year	1.0	\$4,749	\$5,105	\$5,488
Middle School	Teacher-Year	1.0	\$1,652	\$1,776	\$1,909
Middle School Paper Advisor	Work-Year	∅	\$595	\$639	\$687
MS Noon Act. Dir	Year	1.0	\$2,610	\$2,806	\$3,016
Middle School Musical Advisor	Work-Year	∅	\$2,552	\$2,743	\$2,949
Stage Crew	Work-Year	∅	\$892	\$959	\$1,031
Middle School Spirit Squad Advisor	Work-Year	∅	\$1,334	\$1,434	\$1,542
Middle School Student Gov	Work-Year	∅	\$2,965	\$3,187	\$3,426

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019/2020 STIPENDS					
OTHER FACTOR ASSIGNMENTS					
POSITION	TIME	FTE Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Lead Teacher Community High	Work-Year	1.0	\$8,177		
Teacher Instructional Hourly Rate	Per Hour		\$41.30		
Teacher Non Instructional Hourly Rate	Per Hour		\$16.52		
Special Assignment Rate	Per Hour		\$12.24		
Science Camp /Over Night Camp Trips 4 teachers / 20 days	5 days @ Daily Rate		\$107.37		
Teacher in Charge	Daily*		\$90.85		
Choral Stipend (Saturday Class) - address student needs at grades 9th-12th. Will be paid quarterly from the general fund, and only when it is not feasible for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceed \$10,000 per year. MOU 5/16/17					
Curriculum Coordinator - The stipend for all secondary curriculum coordinators shall be a base of \$300 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated coordinators up to \$770 per assignment					
*Any teacher acting as principal will be paid the daily factor if the principal is gone from the school site. A teacher-in-charge shall be paid for a half-day assignment on a prorated basis.					
*A substitute will be provided for the class of a teacher-in-charge if the principal expects to be off-site for the entire					
** Subject to ongoing negotiations					
An employee who is assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the full salary (e.g. a coach working only one half of the full coach assignment will receive only one-half of the full salary.)					

6/25/19

Date



Song Chin-Bendib, Asst Superintendent/Business Mgr

Memorandum of Understanding
between the
Pacific Grove Teachers Association
and
Pacific Grove Unified School District
concerning
Teacher on Assignment Leave

PGTA and the District agree that a District teacher accepting a District “teacher on assignment” position shall be considered to be on a leave of absence from their regular assignment for the first year that they are in the “teacher on assignment” position.

At the expiration of the one-year leave of absence, the Employee shall, unless otherwise agreed, be reinstated in the position held at the time of the granting of the leave of absence (provided that conditions would not have changed the Employee’s assignment or status had the Employee remained in active service for the same period). In the event of changed conditions the Employee shall re reinstated and assigned work appropriate to the Employee’s field of training.

This language shall be effective upon the date of execution and shall terminate at the end of the 2004/05 school year unless extended by mutual agreement of District and PGTA.

By signing below, the representatives of the District and PGTA agree to the above.

Side Letter of Agreement
between
Pacific Grove Unified School District
and
Pacific Grove Teachers Association

Subject: State Preschool Teacher

On May 6, 2002 the District entered into a Side Letter of Agreement related to a special salary schedule for the District's State preschool teacher. A section of this Agreement noted,

At such time that the position becomes vacant and is not filled by a PGUSD teacher who is in a laid off status, the District and PGTA shall review the salary schedule and the appropriateness of the placement of the position within the Certificated contract.”

At this time, the State preschool position is vacant and the District and the Association agree to the following:

1. Beginning with the 2005/06 school year, the State preschool teacher salary will be paid based upon the attached proposed Pacific Grove Unified School District State Preschool Head Teacher Pay Schedule.
2. The position of the State Preschool teacher will remain as a member of the Pacific Grove Teachers Association.
3. This agreement will be reviewed during the 2005-06 school year to determine if it will remain as part of the PGTA bargaining unit.

(Susan Nine)
Susan Nine, PGTA Co-President

7/12/05
Date

(Patrick Perry)
Patrick Perry, Superintendent PGUSD

7/12/05
Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT STATE PRESCHOOL TEACHER SALARY SCHEDULE 2018/2019			
182 SERVICE DAYS- Based upon state funding and amended June 2008			
STEP	A	B	C
1	37260	38952	42342
2	38952	40664	44021
3	40664	42341	45747
4	42341	44021	47443
5	44021	45747	49122
6	45747	47443	50791
7	45747	49122	52524
8	45747	50791	54238
9	45747	52524	55924
10	45747	52524	57613
Masters Degree \$1,000.00 eff. 15/16 masters stipend increase to \$2,000			
A	Associate Teacher Title Authorization on Child Development Permit Matrix		
B	Teacher Title Authorization on Child Development Permit Matrix		
C	Master Teacher Title Authorization on Child Development Permit Matrix		
*Health Allowance PAYMENT- \$3000 In addition to other compensation, each qualified full time employee, who is enrolled in the District medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in monthly installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the health allowance payment subject to enrollment in the insurance plans. \$4274.00 per year is also available for dependent coverage as a district contribution.			
**The schedule and the Health Allowance amount, has been increased, beginning in 2006/2007, by the same rate as the state funded cost of living adjustment for the State preschool program.			
06/07 Increase 5.92%, 07/08 increase 4.53%, 12/13 increase 1.45%			
13/14 Increase 2.25%, 14/15 Increase 2.25%, added \$7361 to each cell eff.4/1/2015, 3.25% eff 7/1/15, 3.5 % eff. 7/1/16,			
3.5 % eff. 7/1/17, eff. 7/1/2018 Inc 3.2% salary .55% for value of addtl training day .25% premium to additional training day			

6/20/18 
 Date Billie Mankey, Director II Human Resources

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
STATE PRESCHOOL TEACHER SALARY SCHEDULE
2019/2020**

185 Work Days

STEP	A	B	C
1	38005	39731	43189
2	39731	41477	44901
3	41477	43188	46662
4	43188	44901	48392
5	44901	46662	50104
6	46662	48392	51807
7	46662	50104	53574
8	46662	51807	55323
9	46662	53574	57042
10	46662	53574	58765

Masters Degree \$1,000.00 eff. 15/16 masters stipend increase to \$2,000

A	Associate Teacher Title Authorization on Child Development Permit Matrix
B	Teacher Title Authorization on Child Development Permit Matrix
C	Master Teacher Title Authorization on Child Development Permit Matrix

*Health Allowance PAYMENT- \$3,000 to \$3,350 per year eff. 7/1/19


In addition to other compensation, each qualified full time employee, who is enrolled in the District medical, dental and vision insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be made in monthly installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the health allowance payment subject to enrollment in the insurance plans. Eff 7/01/2019 \$4624.00 per year is also available for dependent coverage as a district contribution.

**The schedule and the Health Allowance amount, has been increased, beginning in 2006/2007, by the same rate as the state funded cost of living adjustment for the State preschool program.

06/07 Increase 5.92%, 07/08 increase 4.53%, 12/13 increase 1.45%

13/14 Increase 2.25%, 14/15 Increase 2.25%, added \$7361 to each cell eff.4/1/2015, 3.25% eff 7/1/15, 3.5 % eff. 7/1/16, 3.5 % eff. 7/1/17, eff. 7/1/2018 Inc 3.2% salary .55% for value of addtl training day .25% premium to additional training day, 2% Base Salary inc. eff. 7/1/19

6/11/2020



Date

Song Chin-Bendib, Asst Superintendent/ CBO

Pacific Grove Unified School District
And
Pacific Grove Teachers Association
Negotiations

TENTATIVE AGREEMENT

The Pacific Grove Unified School District ("District") and Pacific Grove Teachers Association ("PGTA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close salary negotiations for the 2017-2018 and 2018-2019 school years.

A two-year agreement effective for the 2017-2018 school year and the 2018-2019 school year to the following increases:

1. Effective retroactive to July 1, 2017, a salary increase of 3.5% on the salary schedule to be distributed as the Association indicates.
2. Effective July 1, 2018, a salary increase, as follows:
 - a. 3.20% salary increase as the Association indicates.
 - b. 0.55% actual value of additional training day to certificated work year calendar.
 - c. 0.25% premium to this additional day
3. Effective July 1, 2018, an additional work day will be added to the certificated work year and compensated as noted in item #2. This additional work day will be placed on the calendar two working days before the first day of the school year. This additional day will be composed of District safety training, District-wide meetings, and a site faculty meeting as determined by the District. The total time allotted for the District safety training will equal no less than 75% of the required time for the safety training. The remaining 25% required to complete the safety training will be provided during a regular contracted teacher workday within the first month of school. Appropriate areas of Article VIII (A) would be modified to reflect the change from 184 days to 185 days.

This Agreement shall be effective retroactively to July 1, 2017 and shall remain in full force and effect up to and including June 30, 2019.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and PGTA.

DISTRICT Date

PGTA Date

~~Michael S. ...~~ 10/6/17
Buck Roggenman 10/6/17
V.D. 10/6/17

Palazzo 10/6/17
McCarthy 10/6/17
Janie DeJemuro 10/6/17
S. F. B. Affini 10/6/2017
Dunalegosa 10-6-17

**Pacific Grove Unified School District
And
Pacific Grove Teachers Association
Negotiations**

TENTATIVE AGREEMENT

The Pacific Grove Unified School District (“District”) and Pacific Grove Teachers Association (“PGTA”) (collectively referred to as “the parties”) agree to the following terms (“Agreement”) for the 2019-2020 school year.

An agreement effective for the 2019-20 school year, to the following changes in the Master Contract Agreement between Pacific Grove Unified School District and Pacific Grove Teachers Association July 1, 2017 – June 30, 2019:

- 1. The following modified language will be inserted into the contract as Section VIII replacing lines 10-14 in the existing Section VIII:

VIII. HOURS OF EMPLOYMENT

A. Length of Work Year

- 1. Line 10 - Exceptions to the 185 day work year are as follows:
 - a. New Employees: An additional one (1) day to precede the regular work year.
 - b. Counselors: An additional ten (10) days to precede or follow the regular work year.
 - c. Psychologist: An additional eighteen (18) days to be spent before or after the regular work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.

The following modified language will be inserted into Exhibit 5 fully replacing the notes as follows:

Additional units must be obtained following the completion of a degree. The salary schedule provides for an extended school year that includes 18 additional days beyond that required of teachers. An employee within the district who assumes the

position of school psychologist will be placed on the next highest level on the schedule above his current annual salary.

The header of exhibit 5 shall be fully replaced by the following:

Pacific Grove Unified School District
Psychologist Salary Schedule 2019/2020
203 Work Days

2. The following modified language will be inserted into the contract as Section VII fully replacing the existing Section VII

VII. ORGANIZATIONAL SECURITY

A. Dues Deduction

1. Any unit member who is a member of the PGTA, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Deductions will remain in force until changes are made in the law or by a written direction by the employee to the Pacific Grove Teachers Association (the Association) and subsequent notification by the Association to the District.

2. With respect to all sums deducted by the District pursuant to Paragraph 1, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. Any revocation of union membership shall fall under the purview of the Association. In the event a unit member wishes to revoke their membership, the District shall refer them to the Association.

3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

B. Access to Bargaining Unit Members

1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
2. The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's contract day.
3. The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the Association shall be provided as much notice as possible but no less than two work days.
4. The Association shall be provided no more than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. The orientation session will be held at a mutually agreeable time on District property during the work day of the employee(s), who shall be given time to attend. District administration may excuse themselves during Association time.
5. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
6. The following new bargaining unit member information as provided by the new member shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than 30 days after the date of hire:
 - a. Name
 - b. Home Address
 - c. Phone Numbers -- work, home and cellular
 - d. Personal (non-District) Email Addresses
 - e. School Site
 - f. Assignment: secondary/elementary
 - g. Date of Hire
 - h. Seniority Date
 - i. Full time Equivalent (FTE) status

- j. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

7. In addition, three times a year (September, January, and May), the District shall deliver to the Association president the following information as provided by the member in digital Excel format for all bargaining unit members:

- a. Name
- b. Home Address
- c. Phone Numbers – work, home and cellular
- d. Personal (non-District) Email Addresses
- e. School Site
- f. Assignment: secondary/elementary
- g. Date of Hire
- h. Seniority Date
- i. Full time Equivalent (FTE) status

8. This shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

3. The following modified language will be inserted into the contract as Section V fully replacing section D in the existing Section V:

Article V: LEAVES

D. Parental Bonding Leave:

Per 44977.5. (a) During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of maternity or paternity leave pursuant to Section 12945.2 of the Government Code for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional 12 weeks 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 the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. As provided under 44977.5(e), this leave extends coverage for non-birthing parents.

(b) For purposes of subdivision (a):

(1) The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant Section 12945.2 of the Government Code.

(2) An employee shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

(3) An employee on maternity or paternity leave pursuant to Section 12945.2 of the Government Code shall not be denied access to differential pay while on that leave.

(c) For purposes of this section, “maternity or paternity leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

(d) In the event the amount of a substitute exceeds the cost of a unit member’s daily rate of pay, then the unit member will receive no less than 50 percent of their regular salary.

(e) A person employed in a position requiring certification qualifications shall not be provided more than one 12-week period for parental leave during any 12-month period.

4. The *PGUSD Psych Eval Form Final*, *PGUSD School Counselor Eval Form Final*, and the *PGUSD Speech and Lang Eval Form Final* will be inserted into the revised contract as Exhibits 11p, 11q, and 11r respectively and will be used instead of the auxiliary personnel evaluation forms for the designated personnel.
5. The following modified language will be inserted into the contract in Section IX D 3b3 fully replacing the existing language on line 10 “...instructional objectives, standards of performance, and assessment techniques (Exhibit 11)”.

“...strengths, teaching standards, and areas for growth (Exhibit 11).”

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and PGTA.

DISTRICT	Date	PGTA	Date
<u>Matthew S. R</u>	05/19/2020	<u>W. A. Miller</u>	5/19/2020
<u>Buck Roggemann</u>	5/18/2020	<u>TLB</u>	5/19/2020
<u>[Signature]</u>	5/19/2020	<u>Jeanie DeLorenzo</u>	5-18-20
<u>Uta Silva</u>		Pamela Gaul	5/18/2020
<u>Billie Mankey</u>	5/18/2020	<u>[Signature]</u>	5/19/20
		<u>DAZ</u>	5-18-2020

Pacific Grove Unified School District
And
Pacific Grove Teachers Association
Negotiations
TENTATIVE AGREEMENT

The Pacific Grove Unified School District (District) and the Pacific Grove Teachers Association (PGTA) agree to resolve all issues regarding compensation for the 2019-2020 school year on the following terms and conditions:

- 1. The District will increase the PGTA base salary schedules (Exhibits 4 and 5) by two percent (2.00%) retroactive to July 1, 2019.
- 2. In addition, the District will increase its contribution for health insurance premiums by \$350 per year for employee-only raising the amount of district contribution to \$3,350 (from \$3,000) and raising the amount of dependent coverage to \$4,624 (from \$4,274).

This Tentative Agreement in combination with the Tentative Agreement Without Salary signed May 18, 2020 regarding changes in contract provisions, concludes all negotiations for the 2019-2020 school year.

Dated: May 19, 2020

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and PGTA.

DISTRICT	Date	PGTA	Date
<u><i>Matthew S. R.</i></u>	05/19/2020	<u><i>W. A. ...</i></u>	5/19/2020
<u><i>Olga Silva</i></u>		<u><i>Karen ...</i></u>	5/19/20
<u><i>Billie Mankey</i></u>	05/19/2020	<u><i>T.B.</i></u>	5/19/20
<u><i>Buck Roggeman</i></u>	5/19/2020	<u><i>P. ...</i></u>	5/19/2020
		<u><i>Elaine DeMarco</i></u>	5/19/2020
		<u><i>D.A. ...</i></u>	5:19/2020
		<u><i>Jane DeSomaso</i></u>	5/19/20

End of Contract