# Master Contract Agreement

## between

Pacific Grove Unified School District

and

Pacific Grove Teachers Association

July 1, 2019 – June 30, 2021

### TABLE OF CONTENTS

I.	THE AGREEMENT							
	A.	Terms of Agreement						
	B.	Recognition						
	C.	Printing of Agreement						
П.	WAG	BES						
	A.	Salary Schedule						
	Λ.	1. Psychologists' Salary Schedule						
		2. Counselors' Salary Schedule						
		3. Special Services Salary Schedules						
		4. Part-Time Employee Salary Schedule						
		5. Placement on the Salary Schedule for Academic Equivalency						
		6. Definition of Salary Classification on Salary Schedule						
		7. Placement and Type of Salary Schedule						
		8. Requirements for Advancement on the Salary Schedule						
		9. Professional Growth/General Provisions						
		<ul><li>10. Professional Growth/Self-Development Program</li><li>11. Professional Growth Placement, Column VI</li></ul>						
		· · · · · · · · · · · · · · · · · · ·						
		1						
		13. Special Assignment Increments						
III.	EMP	LOYEE BENEFITS						
	A.	Health Benefits						
		1. Mandatory Participation						
		2. Allowance						
		3. Dependent Medical Care						
		4. Choice of Plan						
		5. Employees Without Dependent Coverage						
		6. Choice of Insurance Companies and Coverage						
		7. Maximum Benefit to Part Time employees						
		8. Eligibility Requirements						
		9. COBRA Coverage						
	B.	Medicare						
	C.	Medical Coverage for Retired Unit Members						
	D.	Teacher Attendance Incentive Plan						
		1. Purpose						
		2. Eligibility						
		3. Computation of Annual Incentive Payments						
		4. Annual Cash Incentive Payment to Unit Members						
		5. Annual Payment to the Special Reserve Account						
		6. Eventual Distribution of Special Fund Deposits and Earnings						
		7. Deduction from Unit Member's Special Reserve Fund						

### IV. RETIREMENT/EARLY RETIREMENT

	A.		ral Provision	
	В.		Retirement Options	
		1.	Consultancy Contract	
		2.	Early Full Retirement	
		3.	Reduced Workload with Full-time Benefits	11
V.	LEA	VES		
	Α.	Sick I	_eave	13
	В.		h Leave	
	C.		Birth Leave	
	D.		tal Bonding Leave	
	E.		trial Accident or Illness Leave	
	F.		Outy Leave	
	G.	•	ess Leave	
	Н.		nal Necessity Leave - Short Term	
	I.		nal Request Leave - Long Term	
	J.		vement Leave Long Term	
	у. К.		ntical Leave	
	11.	1.	Professional Study or Travel	
		2.	Understanding	
		3.	Superintendent's Authorization for Further Details	
		4.	Granted Without Prejudice	
		5.	Purpose	
		6.	Eligibility	
		7.	Length of Leave	
		8.	Application and Procedure	
		9.	Compensation	
		10.	Salary Increase	
		11.	Return to Duty – Return to Service	
		12.	Evidence of Fulfillment of Leave.	
		13.	Accident or Illness	
		14.	Retirement	
	L.	Differ	rential Compensation Leave	
	M.		nry Leave	
	N.		ner Exchange Leave	
	O.		haring Leave	
	P.		sive Representative Leave	
	Q.		y Deduction for Absences	
	R.		ity	
VI.	TRA	NSFERS	S/ASSIGNMENTS	
		D.C		2.4
	A.		itions	
		1.	Transfer	
		2.	Assignment	
		3.	Vacancy	
	D	4.	Length of Service	
	B.		ge in Assignment at School Site	
	C.		ncy Announcements	
	D.	NOtifi	cation and Preparation for Transfers	24

(VI.	TRANSFERS/ASSIGNMENTS, continued)							
	E.	Individual Involuntary Transfers	25					
	F.	Group Involuntary Transfer						
	G.	Pupil Personnel Service Employees						
	H.	Intra-District Exchange Teacher Program						
	Ī.	Summer School Assignment						
	J.	Regular Education Combination Class Assignment						
	K.	Alternative Process for Transfer						
VII.	ORG	GANIZATIONAL SECURITY						
	Α.	Dues Deduction	20					
	В.	Access to Bargaining Unit Members						
<b>3.7777</b>	_,		=>					
VIII.	нос	JRS OF EMPLOYMENT						
	A.	Length of Work Year						
	B.	Work Day	33					
	C.	Teaching Hours	34					
	D.	Preparation Periods	34					
	E.	Part-Time Teachers	35					
	F.	Adjunct Duties						
	G.	IEP, SST and Section 504 Meetings						
	H.	Inclusion of students						
IX.	2,11	LUATION  Purpose	38					
	A.	Objectives of the Evaluation Process						
	B.	Evaluation Criteria						
	C.	Definitions						
	٠.	Engaging and Supporting All Students in Learning						
		2. Creating and Maintaining Effective Environments						
		3. Understanding and Organizing Subject Matter						
		4. Planning Instruction and Designing Learning Experiences						
		5. Assessing Students for Learning						
		6. Developing as a Professional Educator						
		7. Evaluatee						
		8. Evaluator						
		9. District Curriculum Standards						
		10. Instructional Objectives						
	D.	Procedures for Evaluation						
	D.	1. Responsibilities of the Evaluator						
		2. Responsibilities of the Evaluatee						
		1						
	E							
	E.	Conditional Evaluation						
	F.	Unsatisfactory Evaluation						
	G.	General Provision						
	Н.	Appeal Process						
	I.	Traditional Evaluation Calendar for Permanent Employees						
	J.	Evaluation Calendar for Temporary and Probationary Employees						
	K.	Extended Evaluation Period Option	45					

	L.	Alternative Evaluation Process	46
		1. Intent Statement	46
		2. Program Objectives	46
		3. Participants	
		4. Process	46
		5. Calendar for Alternative Evaluations	48
X.	GRII	EVANCE PROCEDURES	
	A.	Purpose	49
	B.	Definitions	49
	C.	General Provision	49
		1. Time Limits	49
		2. Conference	49
		3. Representation	49
		4. Records	50
		5. Reprisals	50
		6. Level 2 Grievances	50
		7. Scheduling Meetings	50
		8. Continuance of Service	50
		9. Conditions for Adjustments	50
		10. Further Legal Action	50
		11. Participation by a Representative	50
	D.	Grievance Procedure	50
		1. Informal Level	50
		2. Level 1	50
		3. Level 2	51
		4. Level 3	51
XI.	SAFI	ETY CONDITIONS	
	A.	General Provisions	52
	B.	Short-Term Suspension by Classroom Teachers	52
	C.	Long-Term Suspension by Principal or Designee	52
	D.	Potential Threat	52
	E.	Law in the Schools	53
	F.	Physical Control	53
	G.	Defense in any Civil Action	53
	H.	Workers Compensation	
	I.	Reporting Employment–Related Injuries	
	J.	Social and Athletic Events for Large Crowds	54
	K.	Availability of Restrooms	54
XII.	CLA	SS SIZE	
	A.	Elementary Class Size	55
	B.	Secondary Class Size	
	C.	General Provisions	
	D.	Resource Special Education	56
	~		
XIII.	CON	NCERTED ACTIVITIES	58

XIV.	GENERAL PROVISIONS	
	A. Completion of Agreement	59
	B. Savings Provision	59
	C. Duration	59
EXHI	TS	
1	State and Federal Staff Development Program	60
2	Peer Assistance and Review Program	61
3	Compensation Goal	71
4	Certificated Salary Schedules	72
5	Psychologist Salary Schedules	
6	Counselor Salary Schedules	
7	Criteria for Academic Equivalency Placement on the Teachers Salary Schedule	82
8	Certificated Absence Report	
9	Request for Personal Necessity Leave	
10	Fransfer Request	
11	School Calendars	
12	Auxiliary Personnel Employee Performance Objectives	
	2a Elements Relating to the Standards of Expected Pupil Progress	
	2b Auxiliary Services Personnel Observation Form	
	2c School Counselor Evaluation Form	
	2d School Psychologist Evaluation Form	
	2e Speech and Language Therapist Evaluation Form	
	2f Initial Certificated Evaluation Form (Fall Planning)	
	2g Classroom Observation Form	
	2h Mid-Year Progress Evaluation Summary	
	2i Final Evaluation Summary – Permanent	
	2j Extended Evaluation – Professional Growth Plan	
	2k Alternative Evaluation Final Narrative	
	21 Final Alternative Evaluation Summary	
	2m Final Alternative Evaluation Plan	
	2n Alternative Evaluation Midyear Response	
	20 Alternative Evaluation Midyear Summary	
13	Certificated Employee Grievance Form	
	3a Certificated Employee Grievance Response Form	
	3b Certificated Employee Grievance Appeal Form	
14	Application for Consultancy Contract	
15	Consultancy Agreement	
16	Certificated Application for Professional Growth	
17	Application for Job Sharing	136
18	Special Assignment Increment Schedules	
19	MOU – Teacher on Assignment Leave	
20	Side Letter of Agreement State Preschool Teacher	
20a	Preschool Salary Schedules	
21	Tentative Agreement, 2019-20	
22	Centative Agreement 2020-21	15/

(End of Table of Contents)



## 1 I. THE AGREEMENT

- A. <u>Terms of Agreement:</u> 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. <u>Recognition:</u> 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.
- 9 C. <u>Printing of Agreement:</u> Within one (1) month of ratification of this Agreement by both parties, the 10 Employer agrees to print sufficient copies of the Agreement for distribution to all members of the unit employed by the 11 District.

1					II. WAGES
2	A.	The Er	nployer a	and the A	Association agree that the salary increases for the term of this contract, shall be
3	set forth as in (	Exhibit 3	3).		
4		1.	Psycho	ologist's S	Salary Schedule: (Exhibit 5)
5		2.	Counse	elor's Sal	ary Schedule: (Exhibit 6)
6		3.	Specia	l Service	s Salary Schedule: The following Employees shall be paid in accordance with
7	their normal pla	acement	on the te	acher's s	alary schedule:
8			a.	Speech	Therapists
9			b.	School	Librarians
LO			c.	GATE	Resource Teacher
L1		4.	Part-tir	ne Empl	oyee Salary Schedule: The part-time Employee who is employed on a regular
L2	basis shall be co	ompensa	ited on a	regular b	pasis on a prorated formula of place on the Employee's salary schedule.
L3			a.	Numbe	er of hours employed divided by number of hours of full-time employee
L 4	multiplied by p	lacemen	t on the l	Employe	e's salary schedule.
L 5			b.	The pe	eriods of assignment of a member of the unit employed part-time may be
L 6	separated by no	ot more t	han one	class per	iod or the equivalent unless by mutual consent.
L7			c.	This pa	art-time teaching arrangement shall be of two types:
L 8				(1)	Part-time, all year during the regular school term:
L 9				(2)	Full-time during one semester with the other semester off.
20				6.	Computation of Daily Rate:
21			a.	The co	mputation of the daily rate of pay shall be as follows: Annual salary divided
22	by number of d	lays cont	racted;		
23			b.	An Em	aployee required by the Employer to serve more than the number of days in
24	his/her work ye	ar shall	be paid a	t the dail	ly rate.
25		5.	Placen	nent on th	ne Salary Schedule for Academic Equivalency: (Exhibit 6).
26		6.	Definit	ion of Sa	alary Classifications on Salary Schedule:
27			a.	Classif	ications:
28				(1)	Column I = Bachelor's Degree
29				(2)	Column II = Bachelor's Degree plus 15 upper division or graduate college
30	semester units	after Deg	gree.		
31				(3)	Column III = Bachelor's Degree plus 30 upper division or graduate college
32	semester units	after Deg	gree.		
33				(4)	Column IV = Bachelor's Degree plus 45 upper division or graduate college
34	semester units	after Deg	gree.		
35				(5)	Column V = Bachelor's Degree plus sixty (60) upper division or graduate
36	college semeste	er units a	fter Deg	ree.	

Column VI = Commencing July 1, 2006, placement in column VI, may be

(6)

Τ	achieved through the	accruai	or a bac	enclors degree, plus seventy five (75) "professional credits" as defined on
2	(Exhibit 4), or a master	rs degree	e plus th	irty (30) units or a doctorate degree. Individuals employed by the District in
3	2005–06 may use prev	iously o	btained	college units as their "professional credits."
4		b.	For an	y column advancement, professional growth units may be used.
5		c.	An ea	rned doctorate may be substituted for a masters degree.
6	7.	Placer	nent and	Type of Salary Schedule:
7		a.	The sa	alary schedule recognizes two (2) bases for placement:
8			(1)	Years of experience in education at an accredited institution.
9			(2)	Training or preparation.
10	8.	Requi	rements	for Advancement on the Salary Schedule:
11		a.	Incren	nent Step (Vertical Advancement)
12			(1)	The Employee shall receive an increment step advancement for each year's
13	experience in the Distri	ct up to	a maxim	um stated on the salary schedule.
14			(a)	Column (Horizontal Advancement) - The Employee shall receive column
15	advancement for profes	ssional g	rowth ur	its earned according to provisions of 9.
16	9.	Profes	sional G	rowth/General Provisions:
17		a.	The E	mployee may earn professional growth credits for advancement on the salary
18	schedule by two (2) me	thods:		
19			(1)	By satisfactorily completing upper division or graduate courses from an
20	accredited college or un	niversity		
21			(2)	By satisfactorily completing professional growth units through the
22	provisions of the Self-I	Developn	nent Pro	gram outlined in paragraph 10.
23		b.	Profes	sional growth units may be applied to column or converted to inservice release
24	time (Exhibit 15).			
25	10.	Profes	sional G	rowth/Self-Development Program:
26		a.	An Er	mployee may earn professional growth units by applying to the Professional
27	Growth Review Board	(Exhibit	15), BE	FORE he/she commences the activity.
28		b.	The I	Professional Growth Review Board will review applications and make
29	recommendations to the	e Superii	ntendent	, who shall have the final decision.
30		c.	If the	application is approved and the activity completed, the Employee shall file a
31	notice of completion w	ith the P	rofession	nal Growth Review Board.
32			(1)	The application forms and notice of completion form shall be provided by
33	the Employer (Exhibit	15).		
34			(2)	No more than five (5) professional growth units can be earned for column
35	advancement.			
36			(3)	Verification of the completion of professional growth units shall be
37	determined by the Emp	loyer.		

2	4131.7.		
3	e.	Profe	ssional growth units may be applied to advancement from one column to the
4	next on the salary schedule o	r to inservi	ice release time.
5	f.	Profe	ssional growth units may be earned by the following activities, upon evidence
6	of satisfactory completion:		
7		(1)	Educational travel
8		(2)	Action research
9		(3)	Self-directed study
10		(4)	Lower division college course work (for teachers already in the District)
11		(5)	Curriculum development
12		(6)	Other activities approved by PGRB and the Superintendent.
13	g.	Profe	ssional growth units are limited as follows:
14		(1)	The units must be related to the Employee's assignment for activities
15	which go substantially beyor	nd the scop	e of the Employee's regular professional duties.
16		(2)	In general fifteen (15) approved hours of activity equates to one (1)
17	professional growth unit.		
18		(3)	No more than one-third (5 units) of the units required for any column change
19	on the salary schedule shall b	e earned in	n any manner other than upper division or graduate college work.
20		(4)	Inservice release time. One (1) professional growth unit will entitle an
21	Employee to one (1) day of in	nservice re	lease time. Employees shall give advance notice to their principal before taking
22	release days. The date(s) of	such releas	e time shall be at the teacher's discretion, except that in an emergency situation
23	the Superintendent may requ	uire the Er	nployee to select an alternative date(s). If preferred an employee may use an
24	inservice release day to cove	r day(s) no	rmally charged to sick leave.
25		(5)	Professional growth units used by an Employee for inservice release time
26	shall be carried over from ye	ear to year.	Only three (3) inservice release days shall be used during one (1) school year
27	unless otherwise approved by	y the Super	rintendent.
28		(6)	Activities completed for professional growth units must take place outside
29	the regular school day with the	he possible	exception of action research projects.
30		(7)	All expenses connected with earning professional growth units will be given
31	by the Employee to the imme	ediate supe	ervisor/building principal.
32		(8)	A copy of each application for professional growth units will be given by the
33	Employee to the immediate s	supervisor/	building principal.
34		(9)	All proposals for professional growth units must be received by the
35	Professional Growth Review	Board pri	or to the Employee's beginning his/her activity.
36	11. <u>Pro</u>	fessional (	Growth Placement, column VI
37	a.	An er	nployee may earn professional credits by applying to the Professional Growth

Guidelines for acceptability of professional growth activities are in Board Policy

1

d.

- Review Board (Exhibit 15) before she or he commences activity to move into column VI. Professional growth efforts for column VI are intended to establish an area of concentration which will assist the teacher in their
- 3 assignment in Pacific Grove Unified School District.

8

9

10

11

12

18

19

20

21

24

25

26

27

28

29

30

31

32

33

34

35

- b. Professional Growth Review Board will review applications and make recommendations to the Superintendent, who shall have the final decision.
- 6 c. If the application is approved and the activity is completed, the employee shall file 7 a notice of completion with the Professional Growth Review Board.
  - d. Verification of the completion of professional growth activities or units shall be submitted to the Professional Growth Review Board for their determination as to the completion of the application for professional growth advancement to column VI.
  - e. The Professional Growth Review Board will forward approved applications to the employer for verification of completion of professional growth activities/units.
- f. The employee shall notify the employer of the employee's intent to complete the requisite number of professional growth units for an advancement on the Salary Schedule during the coming school year. The notification shall be delivered to the employer by June 1st of the year proceeding the advancement. This notification shall be made on a form provided to each employee by April 15th by the employer.
  - NOTE: Current practice of placing newly-employed teachers in the column equal to their credits earned will continue. (Example: new hire with BA + 75 units of upper division work or a MA + 30 credits or doctorate from an accredited institution will be placed in column VI.)

#### 12. Notification and Verification Requirements:

- 22 a. Verification of the completion of professional growth units shall be determined by 23 the Employer.
  - b. Notification of intent to Advance on the Salary Schedule. The Employee shall notify the Employer of the Employee's intent to complete the requisite number of professional growth units for an advancement on the salary schedule during the coming school year. The notification shall be delivered to the Employer by May 1st of the year preceding the advancement. This notification shall be made on a form provided to each Employee by April 15th by the Employer.

#### 13. Special Assignment Increments:

- a. Unless otherwise provided in the article on Hours of Employment, special assignments shall be either beyond the normal school day as described in that section and/or have extra responsibility requirements.
- b. Factors. Effective the 2013-14 school year, increases in stipends must be negotiated separately from the general, total compensation agreement and are no longer factored according to any cell on the PGTA salary schedule.
- 36 (1) An increase of 7.5% of the base rate shall be added for the third and following years' participation in that same position on the special increments schedule. (Exhibit 17)

1	(2) Before	e any athletic factor is paid, the following criteria shall be submitted to
2	and approved by the Board of Education:	
3	(a)	The length of the season of sport.
4	(b)	A regular schedule of practice.
5	(c)	The schedule of games or contests.
6	(d)	The number of students participating in that sport.
7	(3) At the	e beginning of each school year, the Employer shall provide the
8	Association with the list of the special assignment	at appointments and the amount of money each appointee will earn. If
9	any new assignments are made during the school	year, the association will be informed.

#### III. EMPLOYEE BENEFITS

#### A. Health Benefits

#### 1. <u>Mandatory Participation</u>

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

#### 2. Allowance

- a. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active certificated (PGTA) employee who works eight-tenths (.8) or more of a Full-Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of \$4,700 per year, in addition to their other compensation.
- b. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active, part-time certificated (PGTA) employee, working at least four-tenths (.4) but less than eight-tenths (.8) of a Full-Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of \$1,500.00 in addition to their other compensation. Part time certificated employees working less than four-tenths (.4) of a Full-Time assignment shall not be entitled to any allowance for the purchase of health benefits.

#### 3. Dependent Medical Coverage

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

#### 4. Choice of Plan

- a. The Association shall have the right to choose its health insurance plans and providers. However, if the selected plan involves the creation of a self-insurance program then the choice must receive mutual agreement from the District prior to implementation of the change process. The District shall make a good faith effort to reach agreement through collaborative efforts with the Association.
- b. In accordance with the requirements of current plan providers, the Association shall 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 membership, both active and retiree, in the succeeding plan year. The Association reserves the right to request a rescission of the notice. Such request shall be presented to the School Board and the Board will act on the request in accordance with the Association's wishes. No less than 120 days prior to implementation of the new plan (s), the

- Association shall identify the specific new plan (s) to be offered and, in collaboration with the District, identify all
- 2 <u>estimated</u> 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.

#### 5. <u>Employees Without Dependent Coverage</u>

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

- (1) life insurance
  - (2) income protection insurance
- 12 (3) medical insurance
  - 6. <u>Choice of Insurance Companies and Coverage</u>
- 14 The choice of insurance companies and coverage shall be determined by the Association.
- 15 7. Maximum Benefit to Part Time Employees
- The maximum benefit to part time Employees will be the allowance stated above in paragraph
- A.2., as determined by the percentage of a Full Time assignment that the employee actually works.
  - 8. <u>Eligibility Requirements</u>
  - Employee and dependents must meet whatever requirements are set forth by the insurance companies in order to be eligible.
    - 9. COBRA Coverage
  - An Employee shall be given the option of continuing his/her benefit coverage at his/her own expense upon resignation of employment in accordance with the consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.
    - B. Medicare All members hired after November 1, 1990 will participate in Medicare coverage.
- 25 C. Medical Coverage for Retired Unit Members
  - 1. a. Full time unit members who retire from the District with at least ten (10) years of certificated service, and who previously were eligible to receive the same insurance contribution from the District as active employees, shall now receive a contribution to their insurance up to the equivalent dollar value of the allowance, identified in A.2 above, if they are enrolled in the three District/Association health insurance plans. The amount of the District contribution shall not, however, exceed the cost of the premium(s) for the plan(s) in which the retiree is enrolled. This benefit shall continue up to the time at which the retired unit member becomes eligible for Medicare or age sixty five (65), whichever occurs first.
- b. After the retired unit member reaches age sixty five (65), or becomes eligible for Medicare, whichever occurs first, the District will provide \$102 per month toward a Medicare supplement insurance 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 uni

7

8

9

10

11

13

18

19

20

21

22

23

24

26

27

28

29

30

31

32

members in this category will receive the Medicare supplement subject to the cap, up through age eighty five (85).

- Additionally, the District will provide to retired unit members in this category premiums for dental and vision coverage 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.
  - 3. Additionally, the retiree has the option to purchase medical coverage for one (1) dependent under the foregoing conditions as specified above, if allowable under the rules of the insurance provided.
  - 4. If allowable, the surviving spouse shall be permitted to purchase coverage at his/her expense.

#### D. Teacher Attendance Incentive Plan

#### 1. <u>Purpose</u>

- a. The purposes of the Sick Leave Incentive Plan (SLIP) are (1) to reward unit members for sick leave earned but not used during the year by paying them cash incentives and depositing similar sums in a special reserve fund on their behalf; (2) to reduce District expenditures related to sick leave benefits and substitutes; and (3) to reduce unit member absenteeism.
- b. The teacher attendance incentive program rewards employees for illness time earned but not used during the school year. This program does not reduce, or in any way alter, a unit member's accumulated sick leave balance or sick leave earned or used. Computation of incentive payments will utilize the current system of accounting for sick leave accrual, prorated data, or uses as defined in Article IV. Use of any leave provision which utilizes sick leave balances will be included in this program for computational purposes.

#### 2. <u>Eligibility</u>

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

#### 3. Computation of Annual Incentive Payments

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

#### 4. Annual Cash Incentive Payment to Unit Members

- a. Cash payments (one-half of the total payment calculated above) to unit members shall be made once a year, during the month of October. This cash payment is subject to legally required deductions.
- b. An insert will accompany the Annual Incentive Payment to provide an explanation of how the payment was computed. Unit members have the responsibility to promptly report errors or concerns regarding their computations.

1	5. <u>Annual Payment to the Special Reserve Account</u>
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. <u>Eventual Distribution of Special Fund Deposits and Earnings</u>
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. <u>Deduction from Unit Member's Special Reserve Fund</u>
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 tha
15	entitlement is exceeded.

16

17

18

1			I	IV. RETIREMENT/EARLY RETIREMENT
2	A.	Gene	eral Provision:	
3		1.	Eligible En	nployees may apply for retirement or an early retirement program. By February
4	1st the Superi	intender	nt or his/her de	signee shall notify those teachers who will be eligible for retirement or an early
5	retirement opt	ion as c	of the commenc	rement 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 partic	cipate in	an early retirer	ment program for the following year.
8		3.	By April 15	5th an Employee shall notify the Superintendent that he/she plans to participate in
9	an early retire	ment op	otion of the follo	owing year.
LO		4.	Before an	Employee participates in an early retirement option he will receive from the
L1	Assistant Sup	erintenc	lent an analysis	of the benefits and duties which accompany the early retirement options.
L2		5.	The Emplo	yer has the authority to make exceptions to these deadlines.
L3	B.	<u>Earl</u>	y Retirement O	ptions
L 4		1.	Consultanc	y Contract:
L 5			a. Co	onsistent with applicable laws limiting post-retirement employment, the Employe
L 6	may award a	consulta	ncy contract to	a retired Employee under the age of sixty five (65) (Exhibit 14). Persons hired by
L 7	a consultancy	contrac	t are considered	Employees. It is to be understood that in accordance with District needs, the early
L 8	retiree may be	require	d to perform du	ties as a classroom substitute teacher. Any person retained to furnish such services
L 9	hereinafter cal	lled an e	early retiree, sha	all meet the following requirements:
20			(1)	The early retiree was a full-time Employee of the Employer for the ten (10)
21	years immedia	ately pro	eceding his resi	gnation 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. Co	empensations: Payments shall be made at the rate of \$132.50 for each day of service
25	completed up	to a ma	ximum of forty	y (40) days service and \$5,300.00.
26			c. Ten	rms: The term of any agreement for services under this section will not exceed
27	five (5) years.	The du	ities will be rev	iewed on an annual basis. An agreement with an early retiree for the furnishing or
28	services shall	be term	inated automati	ically at the end of the fiscal year in which the early retiree reaches the age of sixty
29	five (65) or up	on the	reemployment	of the early retiree in a position requiring certification qualifications other than as
30	a substitute te	acher oi	n a day-to-day b	pasis.
31		2.	Early Full I	Retirement:
32			a. Eli	gibility: To be eligible the Employee must be at least fifty five (55) years of age
33	and have ten (	(10) yea	rs of service wi	th the Employer immediately preceding resignation and retirement.
34		3.	Reduced W	Vorkload with Full-Time Benefits:
35			a. Eli	gibility requirements:
36			(1)	The certificated Employee cannot hold a position with a salary above that o
37	a school princ	ipal.		

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

1 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. <u>Health Leave:</u>

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.

- 2. Such leaves of absence shall be granted only with the understanding that the Employer shall be free from any liability for the payment of any compensation or damages now or hereafter provided by law for the death or injury of an Employee of the District when the death or injury occurs while the Employee is on leave of absence.
- 3. All requests for leaves of absence to begin in September of any year must be on file with the Superintendent not later than the preceding April 5th. All requests for leaves of absence for the second semester must be on file not later than the preceding November 15th. Exceptions to notification dates will be made in emergency cases.
- 4. Health leave shall be without pay. At the Employee's option leave without pay shall commence after accumulated sick leave has been exhausted.
- C. <u>Child Birth Leave:</u> Leaves of absence of disability caused by or contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as leaves for illness, injury, or disability in that Employees shall have the right to use accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the Employee shall resume duties, shall be determined by the Employee and the Employee's physician.

#### 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 twelve (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 twelve (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 Twelve (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 (1) twelve (12) week period per maternity or paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the 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 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.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

- 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.

#### E. Industrial Accident or Illness Leave:

- 1. In accordance with the Education Code, industrial accident or illness leave shall be in effect for all certificated Employees of the District according to the following provisions:
- a. Industrial accident or illness leave shall be granted for a maximum of sixty (60) days during which the schools of a District are required to be in session or when the Employee would otherwise have been performing work for the Employer in any one fiscal year for the same accident or illness.
  - b. Allowable leave shall not be accumulated from year to year.
  - c. Industrial accident or illness leave shall commence on the first day of absence.
- d. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under 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.
- e. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the Employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- g. Upon termination of the industrial accident or illness leave, the Employee shall be entitled to the benefits provided in the Education Code, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the Employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- h. During any paid leave of absence, the Employee shall endorse to the Employer the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Employer, in turn, shall issue the Employee appropriate salary warrants for payment of the Employee's salary and shall deduct normal

retirement and other authorized contributions.

1

8

9

10

1112

13

14

15

16

17

18

19

20

21

26

27

28

29

32

35

36

37

- 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.
- 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
- 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.

#### F. <u>Jury Duty Leave:</u>

- 1. Leave of absence for personnel called for required jury duty shall be granted according to the provisions of the Education Code.
- 2. The Employer shall grant such leave with pay. Juror's fees shall be paid to the Employer, excluding statutory mileage fee.
  - 3. Certificated Employees shall be granted leave of absence when called for required jury duty in the manner provided for by law. Such Employees are required to notify the Superintendent immediately upon being notified of their call to jury duty. Employees shall return to work if excused by the court before 11:00 a.m.

#### G. Witness Leave:

- 1. A leave with pay shall be granted to Employees subpoenaed to appear as a witness (not as a litigant) in a court of law or to appear before another governmental jurisdiction in response to an official order for reasons not brought about through the connivance or misconduct of the Employee.
- 2. An Employee requesting such a leave shall submit a copy of the subpoena or official order to the Superintendent or his/her designee.
- 3. At the conclusion of the appearance, the Employee shall submit personal verification that he/she has been on witness leave.
- 4. Statutory fees which the Employee has received for appearing as a witness, excluding the statutory mileage fee, shall be paid to the Employer.
  - 5. Employees shall return to work if excused by the court before 11:00 a.m.

#### H. Personal Necessity Leave - Short Term:

- 1. During any fiscal year an Employee may elect to use not more than seven (7) days of accumulated sick leave benefits for personal necessity leave.
- Employees shall not be required to secure advance permission for leave taken for any of the following reasons:
  - 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.
  - 3. Employees shall be required to secure advance permission from their immediate supervisor or his/her designee for all personal necessity leave except as provided above. It shall be the responsibility of the Employee to provide proof of personal necessity. The forms to be used to request permission and provide proof are attached as

(Exhibit 8).

- a. There are occasions when advance notice or approval may be impossible. Requests for leave under this policy may be made, therefore after the absence. However, the leave will only be granted provided the reason for the absence would otherwise have been approved. In order to avoid misunderstanding, Employees are encouraged to make every effort to contact their immediate supervisor or designee prior to taking leave under this policy.
  - b. On occasion, the need for personal necessity leave may be so personal and confidential in nature that a written description of the reason for the request would place an unreasonable demand upon the Employee. In these instances, the Employee may contact their immediate supervisor or his/her designee and explain the circumstances surrounding the need for the leave. The immediate supervisor or designee may authorize the leave.
  - 4. Employees, upon an advance notice to the immediate supervisor, shall be permitted to use three (3) of the seven (7) days of personal necessity leave without disclosing the purpose or reason for the leave. The date of such leave shall be at the Employee's discretion except that in an emergency situation the immediate supervisor may limit the number of leaves authorized under this provision.
  - 5. In the event of a denial of 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.

#### I. Personal Request Leave - Long Term:

- 1. The Employer may grant leaves upon the personal request of Employees. Leaves of this type are requested for personal reasons of the Employee and not for reasons that will necessarily result in a direct benefit to the Employer.
- 2. After five years of PGUSD service, such leaves shall be granted if: (a) the teachers states that she/he has a reasonable expectation to return to the District at the conclusion of the leave: and (b) the leave does not seriously disrupt the educational program. A maximum of two (2) leaves per school site shall be granted under this subsection. Approvals shall be granted in the order that requests are received following January 1st of each year. If more than two (2) teachers per site file a request for personal leave on the same date, preference shall be given to those teachers with the most District seniority. Additional leaves may be granted with the recommendation of the Superintendent.
- 3. Requests for personal leave shall be submitted to the Personnel Administrator for submission to the Board of Education. Employees requesting a leave of absence should, whenever possible, make application with the Superintendent no later than April 15th. Personal leaves must have prior approval by the Board of Education before the Employee can take such a leave. No such leave of absence shall be granted for more than one year at a time, nor may it be extended beyond a second year.
  - 4. Personal request leaves shall be without pay.
- 5. Employees on leave status must notify the District by March 1st of their intent to return to work for their following school year.
  - 6. At the expiration of a one (1) 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 a leave of absence of more than one (1) year or of changed conditions the Employee shall be reinstated and assigned work appropriate to the Employee's field of training.

#### J. <u>Bereavement Leave:</u>

- 1. The Employee shall be allowed leave with pay when such absence is occasioned by reason of death in the immediate family.
- 2. If out-of-state travel is required because of the death of the Employee's immediate family, the Employee will be entitled to five (5) days bereavement leave. Immediate family includes mother, father, grandfather, grandmother of the Employee, or spouse of the Employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Employee, any relative living in the immediate household of the Employee, grandchild of the Employee or Employee's spouse, or any other relative permitted by California law.
- 3. If out-of-state travel is not required, the Employee is entitled to three (3) days of bereavement leave, except that five (5) days are permitted for spouse, son, daughter, father, and mother. At the Employee's request and with the approval of the Superintendent, the five (5) day leave may apply to other relatives.
- 4. Persons eligible under the policy for bereavement leave should, if possible, request this leave by letter to the Superintendent before absenting themselves from duty. However, the Employer recognizes that circumstances necessitating a bereavement leave may make a prior request inappropriate;
- therefore, bereavement leave will be granted after having been taken by the Employee providing a written request has been made upon return to duty and further providing that the leave was taken as a result of conditions covered in the bereavement leave policy. In this case, the Employee should make arrangements for a substitute by notifying the Employer's answering service, substitute clerk or principal.

#### K. Sabbatical Leave:

#### 1. Professional Study or Travel

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

### 2. <u>Understanding</u>

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

#### 3. Superintendent's Authorization for Further Details

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

#### 4. <u>Granted Without Prejudice</u>

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

1	5.	Purpos	<u>Purpose</u>					
2		Sabba	ical leave ma	ay be granted for the following purposes:				
3		a.	Travel					
4		b.	Independe	nt study				
5		c.	Formal stu	dy				
6		d.	A combina	ation of the above				
7		e.	Travel is co	onsidered education if it results in a significant contribution to professional				
8	growth by exposing th	e particip	ant to new pe	eoples, cultures, environments, experiences, and events.				
9		f.	Independe	nt study is a program of independent study, research, and/or experience				
10	relating to the present	t or prosp	or prospective service of the applicant which promises professional value equivalent to that					
11	derived from formal st	tudy at rec	dy at recognized educational institutions.					
12		g.	Formal stu	dy 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.	Eligib	<u>lity</u> :					
16		a.	Any Empl	oyee who has completed seven (7) or more full years of service in the				
17	Pacific Grove Unified	School D	istrict and w	ho has received satisfactory evaluations during the last seven (7) years of				
18	service shall be eligib	le to appl	y for sabbati	cal leave. After at least seven (7) years of service have been performed				
19	following the return fr	om any g	ven sabbatic	al 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 equivalen	t to twice	the period of	f 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	(Educatio	n Code 1332	28).				
24	7.	Lengtl	of Leave:					
25		a.	Sabbatical	leave may be granted for not less than one nor more than two consecutive				
26	semesters.							
27	8.	<u>Applic</u>	Application and Procedures:					
28		a.	The applic	ant shall submit a statement of the program that he/she proposes to follow				
29	while on sabbatical lea	ave to the	Superintend	ent no later than February 1st. The Employee may accept a fellowship or				
30	grant-in-aid designed t	to promot	e the accomp	lishment of the purpose of the leave.				
31		b.	The Profes	sional 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 app	olicants as	a recommer	dation to the Superintendent of Schools.				
34		c.	The Super	intendent shall make the final decision regarding the Employees to be				
35	recommended for leav	e. All of	the following	g items shall be used as guides:				
36			(1) W	hether leave has been taken previously				
37			(2) Se	niority				

1			(3)	Relative merits of reasons for desiring leave		
2			(4)	Benefits to the District		
3			(5)	Applicant's service record		
4		d.	The nar	mes of those recommended shall be presented by the Superintendent with his		
5	recommendations to the	ne Board	of Educat	ion for Board consideration and action at any time after February 1st, but not		
6	later than at the first meeting of the Board of Education in May. When an Employee must make earlier arrangements					
7	for leave than can be accommodated within the dates indicated, earlier requests for intention to take leave and earlier					
8	Board action may be taken.					
9	9.	Compe	ensation:			
10		a.	Amoun	t - Compensation for Employees on sabbatical leave shall be one-half (1/2) of		
11	the salary which the E	mployee	would ha	ve received had he/she remained in active service. The Employee, at his/her		
12	option, may continue his/her benefits with the Employer picking up one-half (1/2) the costs.					
13		b.	Method	I - Compensation shall be paid in the same manner as if the applicant were		
14	teaching in this school	District.				
15		c.	The ap	plicant shall furnish to the Employer a surety bond of a corporate surety		
16	authorized to do busine	ess in the	State of C	California, the form to be approved by the Superintendent, in an amount equal		
17	to the total compensati	ion to be p	oaid to the	e applicant during said leave of absence, said bond to be conditioned so as to		
18	indemnify the Employ	yer agains	t failure	of the applicant to render appropriate service in the employ of the District		
19	following his/her return	n from sa	id leave o	of absence. Bonds are to be delivered to the Personnel Office.		
20	10.	<u>Salary</u>	Increase:	A certificated Employee who is granted sabbatical leave shall receive, when		
21	the sabbatical leave is	complete	d, such a	automatic increases in salary rating as would have been received had he/she		
22	remained in active serv	vice and u	pon returi	n shall assume a position on the salary scale as if he/she had not been on leave.		
23	11.	Return	to Duty -	- Return to Service		
24		a.	At the	expiration of leave of absence, the Employee shall, unless otherwise agreed,		
25	be reinstated in the pos	sition held	at the tin	ne of the granting of the leave of absence (provided that conditions would not		
26	have changed the Emp	oloyee's as	ssignment	t or status had the Employee remained in active service for the same period).		
27	In the event of change	d condition	ons the Er	mployee shall be reinstated and assigned work appropriate to the Employee's		
28	field of training.					
29		b.	The app	olicant 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. <u>Evidence of Fulfillment of Leave</u>: 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. <u>Accident or Illness:</u> 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.
  - 14. <u>Retirement:</u> Sabbatical leave time shall count toward retirement in proportion to compensation, and the annuity contributions shall be collected on the percent of salary received. (Education Code Section 14060).

#### L. <u>Differential Compensation Leave:</u>

5

6

7

8

18

19

20

24

25

32

33

34

- 1. An Employee may request a differential compensation leave to further the best interests of the District concerning the instructional program. Application for such a leave shall be made to the Superintendent, stating the purpose of the leave and the expected benefit to the District. The Superintendent may require a further statement of purpose with more specific information. The Superintendent may recommend the granting of the leave. Final determination shall be made by the Board of Education.
- 2. Differential compensation shall be the Employee's salary minus that paid to his/her replacement.
- When applying for the leave, the Employee may request the following information, which shall then be provided by the Superintendent:
  - a. Amount of differential pay
  - b. Benefits
  - c. Seniority and tenure rights
- d. Reinstatement
- 4. Upon return from leave, the Employee shall file a report with the Superintendent and the Board concerning the benefits to the District achieved by the leave.

#### M. Military Leave:

- 1. Military leave will be granted in accordance with the Education Code and California law.
- 2. Certificated Employees eligible for the draft or considering fulfilling a military obligation by 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 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.
  - N. <u>Teacher Exchange Leave</u>: The Board of Education may, upon the recommendation of the Superintendent, grant teachers leave to teach in foreign countries or in the United States, providing the place of exchange 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 extended beyond a second year.

1		2.	Any te	eacher serving as an exchange teacher in the District from a foreign country must possess	
2	the credential	as provi	ded 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' co	mpensat	ion insura	ance.	
13	O.	Job S	haring Le	eave	

#### O. Job Sharing Leave

14

15

16

17

18

19

20

21

22

23

24

25

26

29

30

31

32

- Job sharing is a plan whereby two (2) certificated teachers, at least one (1) of whom has attained permanent status in the District, share full teaching responsibilities for one (1) identifiable full-time position.
- b. Application for Job Sharing Leave (Exhibit 16) shall be submitted to the Superintendent who will convene a committee composed of the site administrator, a teacher at the grade level/subject in which the job share would occur and a PGTA representative. The committee shall submit a recommendation to the Superintendent for approval. Prior to the Committee's consideration of the plan, the applicant(s) may request a conference with the Committee.
- The employed permanent certificated teacher(s) shall comply with the following procedures when requesting a leave for job share:
- by March 1st the employee must request a partial leave and include a job 1. sharing plan (Exhibit 16) to the Superintendent or designee. The job sharing plan must identify how each job share partner will learn the information disseminated during staff meetings and staff development sessions held on days that he or she is not scheduled to work, including the option of attending such
- 27 28 meetings.
  - 2. the plan must be reviewed and approved in accordance with (b) above.
  - 3. if a permanent certificated teacher is not identified as the job share partner, the District must be able to employ a fully qualified replacement in the position being left vacant by advertising both within the district and outside the district for the open job share position.
- 33 job sharing applicants must meet all credential and job description 34 requirements for the requested position.
- 35 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.
  - Any permanent certificated teacher approved for and assigned to a job-sharing plan e.

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

  Any outside applicant approved for and hired to a job sharing plan assignment shall
  - g. Before entering a job-sharing plan, each Employee will receive from the Director of Human Resources an analysis of the rights and benefits that accompany the job sharing option. This analysis will include information about:

be on temporary contract, retains no permanency rights in the District and must re-apply and follow recruitment

- 9 1. salary placement
- 10 2. salary schedule advancement

procedures for any future openings for which he/she is qualified.

- 3. seniority and tenure rights
- 4. benefits

- 5. sick leave
  - h. If one (1) of two (2) permanent certificated teachers in the job sharing plan resign, retire, go on leave, or return to full-time employment mid-year, the remaining permanent certificated teacher may request that the District recruit another partner, using the Committee identified in (b) as the interview committee along with the remaining teacher, or choose to take the position full-time.
- i. At no time shall a job share pose undue hardship to the District.
- j. The total combined cost to the District for each job-share arrangement shall not exceed the cost of the full-time position/s being reduced.
  - k. Each job-sharing plan will be only one year in duration. Permanent teachers who wish to continue job-sharing must reapply annually by March 1st. If one of the job share partners is a temporary teacher, the position must be advertised, at a minimum, internally prior to selecting the temporary job share partner for the following year. There is no limit on the number of years a teacher may be approved for job sharing.
  - P. <u>Exclusive Representative Leave:</u> The president of the exclusive representative or his/her designee shall be entitled to a reasonable number of days of released time for conducting business pertinent to unit affairs. Requests shall be made as far in advance as possible.
  - Q. <u>Salary Deduction for Absences:</u> Unpaid leave of absences shall result in salary deductions.

    Deductions shall be made at the Employee's daily rate of pay unless differential pay is authorized by the Employer.

    Differential pay is the Employee's daily rate less the amount 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 were employed.
  - R. <u>Liability:</u> The Pacific Grove Board of Education and the Pacific Grove Unified School District shall not be liable for the payment of any compensation or damage arising from the death or injury of an Employee while on leave of absence. (Education Code Section 44974).

19	jeopardize the Employee's current assignment.
20	3. Qualifications for all vacancies in the Pacific Grove Unified School District will be based on
21	clearly defined and pre-established criteria, prior experience, major or minor fields of study and length of service in the
22	Pacific Grove Unified School District. Applicants shall not be deemed unqualified for a position for capricious or
23	arbitrary reasons.
24	C. <u>Vacancy Announcements</u> :
25	1. When a vacancy occurs at a site, the principal will post and resolve the potential grade level
26	or department openings initially at the site only. A teacher at that site may indicate in writing their interest in the opening.
27	A request may be withdrawn at any time prior to the official confirmation that the assignment has been approved.
28	2. After the vacancy is resolved at the school site, per section VI.C.1., the Employer shall prost
29	and provide to each Employee of the District, including by electronic means, a list of all know vacancies. The District
30	may post internally and externally at the same time. The District will not fill a vacancy until the vacancy is announced
31	and $\underline{all}$ qualified employees who have filed interest letters have been interviewed by a panel of staff (which will include
32	invited PGTA representative) and administration. In the event that no PGTA representative is available, the interview
33	will proceed. All interviewees will be notified of the decision before external interviews are held.
34	D. <u>Notification, Preparation and Compensation for Transfers</u> : In the event of transfers, teachers will be
35	given two weeks' notice, if possible, and will be given the choice of three (3) days of compensation at substitute rate
36	for work performed outside the normal work day or three (3) school days of release time, to compensate for or to prepare
37	for and effect the move. Transportation shall be provided by the Employer for moving the teacher's materials.

VI. TRANSFERS/ASSIGNMENTS

<u>Involuntary</u>: Determined necessary by the Employer. May occur when the Employee

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

Assignment: Current placement of an Employee ("current" as used in assignment means

Vacancy: A position available for assignment at any school site or District Office after

Length of Service: Number of actual teaching years in the Pacific Grove Unified School

Employees interested in a voluntary transfer shall indicate their interest in writing on or before

Filing of a voluntary transfer is without prejudice to the Employee concerned and does not

Voluntary: Requested by the Employee.

selected for the transfer does not request that transfer or when a grade level closure necessitates that transfer.

Transfer: Any change of assignment.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

**Definitions** 

a.

b.

c.

District. This definition applies only to Article VI, Transfers.

the vacancy closing date listed on the vacancy announcement.

Voluntary Transfer

1.

2.

3.

4.

1.

2.

B.

placement immediately before transfer).

involuntary transfers have been assigned.

A.

Employees.

#### E. Individual Involuntary Transfers:

- 1. Involuntary transfer include changes in the following: (a) elementary grade level, (b) secondary department, (c) school site. Such personnel transfer shall be based exclusively on the legitimate, educationally-related needs of the District. Transfer of personnel may become necessary due to loss of enrollment and/or program elimination, reduction or revision, or program changes. There will be an initial attempt to satisfy District staffing needs by soliciting volunteers for such transfers within the grade level or department affected by the reduction. The solicited volunteers would have the same rights as the involuntary transferee.
- 2. When involuntary transfers are necessary, the determination of which Employee is to be transferred will be made based on length of service in the Pacific Grove Unified School District. In the event that the person with the fewest years of service in the Pacific Grove Unified School District is not qualified for the only available alternative positions, the person who is qualified with the fewest years of service in the Pacific Grove Unified School District will be transferred. Qualifications will be based on appropriate credential and prior experience. In the event that more than one person has the same length of service in the Pacific Grove Unified School District, determination will be based on qualifications.
- 3. In the event there is more than one available alternative position, the Employee to be involuntarily transferred shall have the right to indicate preferences from a list of said positions.
- 4. An involuntary transfer will be made only after a meeting with the Employee involved, the Superintendent or his/her designee, and the Association. The Employee and the Association will be notified in writing by the Superintendent or his/her designee of the decision and the reasons for the transfer of that Employee.
- 5. Any Employee involuntarily transferred shall not be similarly transferred for a minimum of two (2) years unless no other viable alternative is available (procedure in paragraph 4 above will be followed) or unless a reduction at the grade level or department occurs in the two (2) year period in which case years of service in the District will be the determining factor. If, however, an employee has been involuntarily transferred three (3) times during the past five (5) year period pursuant to this provision then the employee shall be exempted from further involuntary transfers for the following five (5) year period regardless of their years of service in the District.
- 6. Employees involuntarily transferred shall have the right to return to their original assignments (grade level/department) if it becomes available, and the employee has received all satisfactory ratings in their evaluations within those two (2) years.
- 7. Any Employee affected by an involuntary transfer shall be informed as soon as the decision is made and no later than the last day of school and shall be released without prejudice by the Employer from the Employee's individual contract if the Employee so requests. Exceptions to this notification can only be made for good cause such as, but not limited to, resignation, death, revision of curriculum, low enrollment, and State or Federal mandates. There will be a reasonable attempt to contact a member so transferred in order that he/she has first right of refusal for any new alternative positions that become open in the District, for which he/she is qualified prior to the beginning of school.
- F. <u>Group Involuntary Transfer</u>: The criteria for selection of those Employees to be transferred shall be the same as for Individual Involuntary Transfer, Item two (2). Employees chosen for involuntary transfer will be

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

- 1. The affected Employees will be notified and provided a list of available vacancies at least seven (7) calendar days before a scheduled conference with the Superintendent or his/her designee and the Association.
- 2. In order of length of service in the Pacific Grove Unified school District, each Employee shall meet with the Superintendent or his/her designee and Association and shall choose a specific position desired from the list of available vacancies for which the Employee is qualified.
- 3. If a position is not chosen, the Employee will wait until the other involuntary transferees have had an opportunity to choose their placement.
- 4. At the conclusion of this process, the Employees remaining without a position may be administratively placed.
- 5. The Employee will be notified by the Superintendent or his/her designee of the decision and the reasons for the transfer. A reasonable attempt will be made to contact Employees in this status in order of length of service in the Pacific Grove Unified School District. He/she has first right of refusal for any new alternative positions that become open in the District prior to the beginning of school. A member so transferred may apply for any subsequent vacancy in the District for which he/she is qualified. Employees involuntarily transferred shall have the right to return to their original assignments (grade level/department) if it becomes available within two (2) years.
- 6. Any Employee involuntarily transferred shall not be similarly transferred for a minimum of two (2) years unless no other viable alternative is available (procedure in D.4. above will be followed) or unless a reduction at the grade level or department occurs in the two (2) year period in which case years of service in the District will be the determining factor. If, however, an employee has been involuntarily transferred three (3) times during the past five (5) year period pursuant to this provision then the employee shall be exempted from further involuntary transfers for the following five (5) year period regardless of their years of service in the District.
- G. <u>Pupil Personnel Service Employees</u> shall not be required to substitute (temporary transfer) for any teacher except in an emergency situation where the safety of the students is involved and no other reasonable alternative is available.
- H. <u>Intra-District Exchange Teacher Program</u>: With the consent of the supervisors and principals involved and the Superintendent or his/her designee, two (2) Employees may choose to exchange positions for a period not to exceed one (1) school year. Any Employee may enter into such an exchange not more than once every four (4) years. Such requests shall be made formally in writing to the Superintendent not later than April 15th.
- I Summer School Assignment: Whenever possible, applications for summer school will be available no later than April 1st. The deadline to return applications will be April 15tg, or fourteen (14) calendar days from the date of posting. Available assignments will be filled on the basis of clearly defined and pre-established criteria, prior experience, major or minor fields of study and length of service in the District. First priority for a particular assignment shall be given to the employee who was working in the District in the same grade level or subject area during the preceding regular school year. In the case of multiple "first priority" applicants, priority shall be

determined based on the employee with the most years of service in the District in the relevant grade level or subject.

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.

#### J Regular Education Combination Class Assignment:

- 1. A combination class is one (1) comprised of students from two (2) or more elementary grade levels.
- 2. When a combination class is formed, requiring a staff member from one (1) of the affected grades to teach the combination class, the assignment shall be considered an involuntary transfer and the same procedures outlined in section VI. B & E of the contract shall be followed.
- 3. The employee selected to teach a combination class shall indicate, at the beginning of the new assignment, which of the grade levels within the combination class he/she chooses to be considered as their grade level for purposes of seniority. This may have a bearing on the outcome of future transfers within a grade level.
- 4. An employee transferred to teach a combination class will be given as much advance notice as possible and under no circumstances less than three (3) work days of the year to prepare for the change of assignment.
- 5. Three (3) comp. or release days shall be provided to the affected employee to prepare for the change of assignment as outlined in section VI. E.
- 6. Whenever possible, an employee teaching a combination class will confer with the principal and the other teachers within the affected grades in order to assist in the selection of students who will be assigned to the combination class.
- K. <u>Alternative Process for Transfer</u> If a Principal perceives a need to make an assignment change which appears to be disallowed under the Article, the Principal may request the convening of a joint committee consisting of a PGTA representative appointed by the PGTA President and a District representative appointed by the Superintendent. The committee shall first explore alternative ways to meet the needs of the Principal within the limits of the contract. If that is not possible, the committee shall notify potentially affected teacher(s) that they are gathering information concerning possible alternatives. The committee's information gathering process may include speaking with the Principal and any potentially affected teachers. The committee shall appropriately consider the following criteria:
  - 1. The number of preps (different subject areas) the assignment would require.
  - 2. The seniority of the affected teachers.
  - 3. The legitimate educational needs of the District.
  - 4. The number of times the teacher has already been transferred.
- 34 5. Whether the assignment requires travel between sites.
  - If the committee is able to reach mutual agreement amongst the committee members on a recommendation, the recommendation shall be given to the Principal. The Principal may accept or reject the recommendation. If the recommendation is accepted, the Principal shall notify the affected teacher(s). The affected teacher(s) shall be given

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

#### 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.

1	The orientation session will be	e held at a mutually agreeable time on District property during the work day of the				
2	employee(s), who shall be given time to attend. District administration may excuse themselves during Association					
3	time.					
4	5. The Associa	ation is entitled to invite California Teachers Association (CTA) endorsed vendors				
5	and CTA staff to the Association	on portion of new bargaining unit member orientations/onboarding meetings and will				
6	have access to District audio vi	sual equipment for Association presentations.				
7	6. The followin	g new bargaining unit member information as provided by the new member shall be				
8	delivered to the Association pr	esident in digital Excel format and hard copy, sorted by seniority date, no later than				
9	thirty (30) days after the date o	f hire:				
10	a. N	fame				
11	b. H	Iome Address				
12	c. P	hone Numbers – work, home and cellular				
13	d. P	ersonal (non-District) Email Addresses				
14	e. S	chool Site				
15	f. A	ssignment: secondary/elementary				
16	g. D	Pate of Hire				
17	h. S	eniority Date				
18	i. F	full time Equivalent (FTE) status				
19	j. B	Employment Status (i.e., Probationary, Permanent, Temporary, etc.)				
20	k. T	ype of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional				
21	Interns	ship Permit "PIP" or College Internship, etc.)				
22	7. In addition, t	hree (3) times a year (September, January, and May), the District shall deliver to the				
23	Association president the foll	owing information as provided by the member in digital Excel format for all				
24	bargaining unit members:					
25	a. N	lame				
26	b. H	Iome Address				
27	c. P	hone Numbers – work, home and cellular				
28	d. P	ersonal (non-District) Email Addresses				
29	e. S	chool Site				
30	f. A	ssignment: secondary/elementary				
31	g. D	Pate of Hire				
32	h Se	eniority Date				
33	i. Fu	all time Equivalent (FTE) status				

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

1	VIII. HOURS OF EMPLOYMENT
2	A. <u>Length of Work Year:</u>
3	1. The length of the work year for all employees will be 185 days inclusive of two (2) teacher
4	work/preparation days and two (2) District staff development days.
5	The District will receive information from PGTA's school site representatives using
6	existing staff development committee structure. This information will relate to the identification of topics and
7	delivery models along with the dates and topics as well as a determination of whether part of whole days should be
8	used for these two (2) staff development days. The District retains the right to direct this staff development
9	(selection of topic/s and delivery dates, model, etc.) as it so determines and all PGTA members will be required to
10	attend.
11	Exceptions to the 185 day work year are as follows:
12	a. New Employees: An additional one (1) day to precede the regular work year.
13	b. Counselors: An additional ten (10) days to precede or follow the regular work year.
14	c. Psychologist: An additional eighteen (18) days to be spent before or after the regular
15	work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.
16	2. In order to develop a work year calendar that meets the interests of all affected parties, a
17	three-party committee shall be formed (District, PGTA, and CSEA, if CSEA adopts this process). Each party shall
18	choose two (2) representatives to serve on the committee, for a total of six (6) individuals on the committee.
19	a. The committee shall begin meeting no later than October 1st to develop calendar
20	options for the upcoming school year. The committee must reach unanimous agreement on calendar options before
21	presenting them to the Board for final approval. The union representatives shall be authorized by their unions to
22	sign off on calendars, signifying they are ready for Board approval. It shall be the responsibility of the union
23	representatives to complete their union's process for ratifying calendars prior to signing a calendar. The committee
24	may also develop calendars for multiple years and present those to the Board at the same time as the adoption.
25	b. When a calendar has not yet been agreed upon for an upcoming school year, the
26	District shall convene a meeting of the committee and present a proposed calendar no later than October 1st. The
27	proposed calendar shall be modeled after the most recent calendar, creating the same basic starting and ending times
28	of the school year and the types and lengths of breaks during the year. The proposed calendar shall be deemed
29	approved by the unions if none of the union representatives on the committee submits a written request to
30	one (1) of the District representatives by November 1st to renew the committee process in section (a) above. Also,
31	the District may give written notice to the union representatives on the committee that the District wishes to
32	renew the committee process in section (a) above.

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

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

upon by District and PGTA without reconvening the committee.

# B. Work Day:

- 1. A reasonable effort will be made by teachers, before or after their teaching day, to be available to students and parents. Secondary teachers will post available hours for student/parent contact.
- 2. Each teacher's work day shall be defined as being seven (7) hours per day, which shall include a forty five (45) minute, duty-free lunch. The full work day for teacher professional development (non-student days) shall continue to be six (6) hours long.
- 3. Start and End Times The on site work day for teachers shall be 7 hours per day except at the secondary schools where teachers shall work on average seven (7) hours per day per five-day work week. Teachers shall be in their classrooms or on campus engaged in school business at least 15 minutes prior to the beginning of their first assignment, and shall remain in their classrooms or on campus engaged in school business for at least 15 minutes at the conclusion of their last assignment. If a teacher's day begins or ends with a preparation period that period is part of the teacher's assignment.
- a. If a teacher's work day ends before student dismissal, the teacher may leave campus 15 minutes after the conclusion of their last assignment or earlier with the approval of the site administration.
  - b. If a teacher's work day ends with tutoring after student dismissal, the teacher may leave campus at the conclusion of their last assignment.
  - c. For teachers, the additional 30 minutes will not be required if the added time would cause the work day, as described above, to exceed seven hours, inclusive of lunch.
  - d. Nothing contained herein shall be construed as precluding the school administration from holding a staff meeting or other professional meetings as provided elsewhere in the collective bargaining agreement.
  - 4. Attendance at school staff meetings may be required for one and one-half (1-1/2) hours one (1) day a week. The principal may continue this meeting an additional thirty (30) minutes in case of emergency.
    - 5. Attendance at District staff meetings may be required until 5:00 p.m. one (1) day per month.
  - 6. Attendance at school related meetings and activities may be required five (5) evenings a year until 9:00 p.m. Evening events shall be counted as three (3) hours of duty per event.
  - 7. The Employer may require of each Employee up to five (5) hours per year beyond the regular work day or work year for specified inservice activities. At the evaluation plan conference the Employee and the Employer shall mutually agree on the inservice activities which may be required. If no agreement is reached, the Superintendent shall make the final decision. The required inservice activity will be completed by the following Fall evaluation plan conference. The inservice activities will be of no cost to the Employee.
  - 8. Additionally, Employees shall be required to be on duty for agreed to adjunct duties. The total number of hours between adjunct duties and evening events shall not exceed twenty seven (27) hours for the school year. Evening events shall be counted as three (3) hours of duty per event.
    - 9. The normal working hours for the pupil personnel services Employees are as follows:
      - a. The psychologist shall have a thirty seven and one-half (37-1/2) hour work week

1 exclusive of lunch.

- 2 b. The speech therapists and librarians shall have a seven and one-fourth (7-1/4) work
- 3 hour day, including a forty five (45) minute, duty-free lunch.
- 4 c. The high school and middle school counselors shall have a thirty-five (35) hour work week exclusive of lunch.
  - 10. The preschool teachers have a six (6) hour work day.
    - 11. An Employee may volunteer additional hours beyond those required by the Employer.
  - 12. A "full time instructional workday" shall be defined as being six (6) hours long only for the purpose of implementing the State Staff Development Program (E.C. 44579 1[e]).

# C. Teaching Hours:

- 1. Full-time teachers of grades six (6) through twelve (12) shall be assigned five (5) fifty (50) minute classroom teaching periods or the equivalent number of teaching hours when a block schedule is utilized. A reasonable effort will be made to assign no more than three (3) course preparations to a teacher.
- 2. Full-time teachers of grades kindergarten through five (5) shall be assigned approximately the same number of student contact hours each day.
  - 3. The classroom teaching hours may be reduced for minimum days and other programs as determined by the school calendar and school principal.

# D. Preparation Periods:

- 1. Full-time teachers of grades six (6) through twelve (12) shall have 250 minutes preparation per week, ordinarily assigned on a basis of fifty (50) minutes per day or the equivalent in the situation when a block schedule is utilized.
- 2. Full-time teachers of grades kindergarten through five (5) shall have at least an average of 170 minutes of preparation time per week. The faculty and the principal at each elementary school site shall determine the manner in which the 170 minutes preparation time shall be distributed throughout the week. Reasonable effort will be made to distribute preparation time equally among teachers within a building site.
- 3. The length of preparation periods may be reduced for minimum days and other programs as determined by the school calendar and school principal.
- 4. In emergency situations, teachers may be called upon during their preparation period to assist or provide coverage until a substitute arrives. Events which have been previously scheduled such as State testing programs or District meetings do not constitute an emergency.
- 5. Principals may authorize a teacher to leave school during a preparation period when, in the principal's opinion, such leaving is for the benefit of the school's program or an emergency has arisen. If the principal is not available, the Employee shall leave a message with the office staff.
- 34 6. Each psychologist and speech therapist shall be allowed one-half (1/2) day per week for office time which is, in effect, their common preparation time.
- 36 7. Special Education teachers will have 240 minutes per week for caseload duties/collaboration.

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

# G. <u>IEP, SST, and Section 504 Meetings</u>.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

- IEP Meetings: Individualized Education Plan (IEP) meetings shall be scheduled during 1. the school day, unless there are extenuating circumstances or the team participants prefer to hold the meeting before or after school. A substitute shall be provided if needed to relieve the classroom teacher from his/her duties. If the IEP meeting falls within the teacher's preparation period, a substitute shall, upon request by the teacher, be provided for a make-up preparation period. Substitute time may be cumulative within a semester; e.g. a teacher may request four hours of substitute time after participating in four hours of SST, Section 504 and/or IEP meetings during preparation time. Preparation time shall be spent on campus. IEP meetings that must be held after the student school day shall be limited to one (1) hour unless there are extenuating circumstances. 2. SST and Section 504 Meetings: Student Study Team (SST) and Section 504 meetings may be held immediately before or after the student school day and limited to one (1) hour unless there are extenuating circumstances. If an SST or Section 504 meeting is held during the school day, a substitute shall be provided if needed to relieve the classroom teacher from his/her duties. If the SST or Section 504 meeting falls within the teacher's preparation period, a substitute shall, upon request by the teacher, be provided for a make-up
- 31 preparation period. Substitute time may be cumulative within a semester; e.g. a teacher may request four
- 32 hours of substitute time after participating in four hours of SST, Section 504 and/or IEP meetings during
- preparation time. Preparation time shall be spent on campus. 3. <u>Miscellaneous:</u> If any of these
- meetings must be held before school, the meeting shall start no earlier than forty five (45) minutes before the teachers' first class.
- 36 H. Inclusion of students with disabilities who make significant impact on a classroom setting.
  - 1. Definition of Inclusion:

- 1 Inclusive education exists when students with significant disability(ies) attend general education class(es).
- 2. Definition of Significant Impact on a Classroom Setting:

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

3. Placement Team Composition:

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

# 4. Protocol for Placement:

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

a. New Students from Programs Outside of PGUSD:

When a special education student moves to the district, the school psychologist, the site administrator, and counselor will be consulted to determine an initial placement for the student. It is critical that the school psychologist review the student's file as soon as possible to interpret testing information and guide appropriate placement. An initial placement, including possible supports will be made by the school psychologist and the site administrator. If it is determined by any person servicing the student that the student is having a significant impact on the general education class, a placement meeting may be requested. The placement team will convene within five (5) instructional days to discuss the appropriateness of the initial placement and supports. The day following the request for a meeting will be day one (1) of the five (5) day limit. If the placement and supports are deemed appropriate by the team, the student's placement in specific general education class(es) will continue. If the team decides the placement or supports in specific general education class(es) are not appropriate, they will make an alternative recommendation. In the event the team can not reach agreement, the final decision will be made by the site administrator pending an individual education plan (IEP) meeting.

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

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

2 c. Students Matriculating to the Subsequent Grade: 3 Special education teachers will meet with general education teachers before the end of the school year to discuss 4 the placement and supports of students in matriculating in the following year. This meeting will be informational 5 in nature; however, teacher input will be considered with regard to student placement. 6 5. Appeal Process: 7 In accordance with special education laws, any member of the IEP team, including the teacher, has the right to 8 compel a convening of the IEP team to reconsider placement if it is believed that the placement is inappropriate. 9

of the incoming student, the process outlined above in Section "a" be followed.

1			IX. EVALUATION			
2	<u>Purpo</u>	<u>Purpose</u> . The intent, the spirit and the purpose of this evaluation system is to assist and support employees				
3	and to provide	nd to provide a means for assessing the performance of the employee.				
4	A.	Objectives of the Evaluation Process				
5		1.	To emphasize evaluation as a means for improvement of instruction			
6		2.	To provide an ongoing and uniform process for the evaluation of certificated employees			
7			in an objective manner			
8		3.	To improve the quality of learning for each student			
9		4.	To aid in the growth and development of the school program			
10		5.	To promote skills in assessing students, developing instructional objectives and achieving			
11			goals			
12		6.	To promote self-evaluation			
13		7.	To strengthen and clarify roles and responsibilities			
14		8.	To support the teacher in his/her assignment			
15		9.	To improve job satisfaction			
16	B.	Eval	uation Criteria. To evaluate and assess certificated employee competency as it relates to:			
17		1.	The California Standards of the Teaching Profession (CSTP)			
18			a. Engaging and Supporting All Students in Learning			
19			b. Creating and Maintaining Effective Environments for Student Learning			
20			c. Understanding and Organizing Subject Matter for Student Learning			
21			d. Planning Instruction and Designing Learning Experiences for All Students			
22			e. Assessing Students for Learning			
23			f. Developing as a Professional Educator			
24		2.	The Continuum of Teaching Practice (published by the Commission on Teacher			
25	Credentialing)	will b	e used as a reference to measure teacher development across the CSTPs.			
26	C.	<u>Defi</u>	nitions. The following definitions are intended as guidelines for the evaluatee and evaluator			
27	and are not int	ended	to be all inclusive.			
28		1.	Engaging and supporting all students in learning. Teachers know and care about their			
29	students in ord	ler to e	ngage them in learning. They connect learning to students' prior knowledge, backgrounds, life			
30	experiences, a	nd inte	rests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of			
31	instructional s	trategi	es, resources, and technologies to meet the diverse learning needs of students. They promote			
32	critical thinki	ng thro	ough inquiry, problem solving, and reflection. They monitor student learning and adjust			
33	instruction wh	ile teac	ching.			
34		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

35

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

- 3. <u>Understanding and organizing subject matter for student learning</u>. Teachers exhibit indepth working knowledge of subject matter, academic content standards, and curricular frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use an adapter resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.
- 4. <u>Planning instruction and designing learning experiences for all students</u>. Teachers use knowledge of students' academic readiness, language proficiency, cultural background, an individual development plan instruction. They establish and articulate goals for student learning. They develop an sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and untapped instructional plans to meet the assessed learning needs of all students.
- 5. <u>Assessing students for learning</u>. Teachers applied knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. The review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.
- 6. <u>Developing as a professional educator</u>. Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.
  - 7. Evaluatee. Any certificated employee designated as a unit member.
- 8. <u>Evaluator.</u> Any administrator who meets certificated staff evaluation policy requirements as established by the Board of Education.

Τ		9.	Distric	ct Curriculum Standards. Standards of expected pupil achievement at each grade				
2	level as adopted by the District.							
3		10.	Instruc	<u>Instructional Objectives.</u> Expectations relating to pupil progress, based on student				
4	diagnosis and l	District	curriculu	ım standards, developed by the evaluatee and agreed upon by the evaluator.				
5	D.	Proce	dures for	Evaluation.				
6		1.	Respo	nsibilities of the Evaluator.				
7			a.	To help create a personalized evaluation program and procedure that will ensure				
8	a growing expe	erience	for the ev	valuatee.				
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	classro	om envir	onment.				
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 eval	uation	process.					
17			h.	To ensure that the evaluation and assessment of the evaluatee's competence shall				
18	not include the	use of	publishe	r's norms established by standardized tests.				
19			i.	To provide copies of completed observation and evaluation forms to the evaluatee.				
20		2.	Respo	nsibilities 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.	Evalua	ation Process				
28			a.	Frequency of evaluation. At a minimum, the employer shall evaluate probationary				
29	employees ann	ually a	nd perma	nent 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 annu	ally in	accordan	ce 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 the				

- evaluatee will have access to a site copy of any such developed District, school, grade level, departmental or program goals and/or objectives. In addition, the evaluatee will have access to the job description relating to his/her assignment, the California Standards of the Teaching Profession, the Continuum of Teaching Practice, established District curriculum standards and any other District requirements.
- (2) Within the first two (2) weeks of the commencement of the assignment, the evaluatee shall be informed of his/her assigned management evaluator and provided with the evaluation section and attachments of the Master Contract.
- October 15th all permanent evaluatees will have met in an evaluation plan conference with their evaluators and will have mutually agreed upon the strengths, teaching standards, and areas for growth (Exhibit 11f). They will consider such elements as class size, intellectual ability of learners, past records of pupil's performance, availability of support personnel, job descriptions, and other pertinent factors in the establishment of the evaluation plan.
- (4) By October 23rd, if there is no agreement by both parties, the Superintendent and an Association representative shall help resolve the disagreement. By October 30th, if there is no agreement at this level, the Superintendent shall make the final decision in writing, citing his/her reasons.
- (5) During the course of the evaluation plan period, if mitigating circumstances arise which make review of the evaluation plan and schedule necessary, the plan and schedule\_may be modified by mutual agreement of both parties.
- c. Evaluation phase.

1 2

- (1) A minimum of one (1) formal classroom observation(s) of the permanent employee and three (3) formal classroom observations of the temporary/probationary employee by the employer shall be held. These observations shall be held prior to the writing of the final evaluation summary but not before the evaluation plan conference, except for those individuals under an assistance plan.
- (2) The observations shall occur during instructional periods. At least one (1) of the observations shall be mutually scheduled in advance and shall be preceded by a pre-observation conference.
- (3) Each formal observation shall be a minimum of thirty (30) minutes in length.
- 28 (4) The employee shall have the right to an additional formal observation and 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).
  - (6) Classroom observations forms shall be signed by the evaluator and the evaluatee. In cases where the evaluatee takes issue with his/her classroom observation, the employee may file a written response. The employee's statement shall be attached to his/her observation form and made part of the 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) teaching
32	days when possible) for the employee to take corrective action before the final evaluation summary is given to the
33	employee. Written notification will address criteria found on the observation form (Exhibit 11g). Memoranda from

the evaluator will be used when negative comments are based on anything other than direct classroom observation.

## E. Conditional Evaluation.

- 1. An overall evaluation of conditional rating may be given only if an employee receives an unsatisfactory rating in one or more of the six (6) CSTP performance areas used in the final evaluation summary, or a conditional rating in two (2) or more of the six (6) CSTP performance areas used in the final evaluation summary.
- a. An overall evaluation containing a conditional rating may include the requirement that the employee shall, as determined necessary by the District, participate in a program\* designed to improve appropriate areas of the employee's performance, further pupil achievement, and the instructional goals of the District. This program shall be at no cost to the employee. (\*Program: Participation and completion in one or more the following options developed mutually by the evaluator and evaluatee--college course, workshop, conference, professional literature, classroom/school visitation, and District professional development programs.)
- b. The evaluatee and the evaluator will mutually develop a conditional assistance plan
   prior to the last school day.
  - c. If there is no agreement, the Superintendent shall make the final decision in writing, citing his/her reasons.
    - d. The evaluatee who receives an overall rating of conditional shall be placed in the evaluation cycle for the following school year and shall be expected to complete the conditional assistance plan during that evaluation cycle. The conditional assistance plan shall serve as the mutually agreed-upon performance objectives for the purpose of complying with Section D Procedures for Evaluation.
    - e. The District shall not be required to provide an assistance plan to a probationary teacher who has been non-reelected.

# F. <u>Unsatisfactory Evaluation.</u>

If an employee receives an unsatisfactory in two or more of the five (5) 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, which, as of 2006, required that permanent teachers be given specific recommendations for improvement, referred to the Peer Assistance and Review program, and be evaluated annually until a satisfactory evaluation is achieved.

# G. General Provision.

- 1. Any forms used for the evaluation process shall be revised only upon mutual agreement between the employer and the Association.
- 2. Each employee shall have the following rights with reference to his/her official personnel file regarding materials relevant to evaluation of performance.
- a. All materials relating to assessment of performance in an employee's personnel file shall be signed by the employee and dated to indicate when such material was drafted and placed into the file.
- b. An employee shall be provided any derogatory material before it is placed in his/her personnel file and no negative comments can be made on an evaluation without such substantiating

- materials. Evaluatee shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. When an employee is absolved of the derogation in a grievance/court action, all reference to the incident shall be removed from the personnel file.
- c. The content of personnel files shall be kept in strictest confidence. Access to the employee's personnel file shall be under the direct supervision of a District administrator or his/her designee, and limited to the employee, District administrators, and the Board of Education, or as otherwise allowed by law or consent of the employee.
  - d. Copies of all final evaluations will be filed in the employee's personnel file.
  - e. Undocumented evidence will be excluded from the evaluation process. Any documented evidence used in an evaluation must have been relayed to the employee within three (3) days of the date that the evidence was obtained. Documented evidence shall be a written record and the source of the evidence shall be identified. The employee shall have the right to attach a written response.
- f. The evaluation plan and forms are adapted for auxiliary services personnel; for example, requesting performance objectives in place of standards of expected pupil progress.
- g. Only the procedures outlined in this article are subject to the grievance provisions of the contract.

# H. Appeal Process

1 2

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

# I. Traditional Evaluation Calendar for Permanent Employees

- 1. Within the first two weeks of the commencement of the assignment- The evaluatee shall be informed of his/her assigned management evaluator and a site copy of the evaluation section of the master contract will be made available.
- 2. <u>By October 15</u> Completion of preliminary conferences with the employee and the employer to establish the evaluation plan.
- 3. <u>By February 1</u> At least one observation and conference will have been held with permanent employees who are to receive a final evaluation summary during the current year.
- 30 <u>By February 20</u> Deadline for employee initiated requests for additional observations and evaluations.
  - 5. <u>By April 15</u> The evaluatee shall complete his/her assessment of the evaluation plan and submit the results to the evaluator.
- 34 6. <u>No later than thirty (30) calendar days prior to the last scheduled school day</u> Final evaluation summary shall be submitted in writing to the evaluatee.

- 1 7. <u>By June 1st</u> A meeting shall be held between the evaluatee and the evaluator to discuss the final evaluation summary.
  - J. <u>Evaluation Calendar for Temporary and Probationary employees.</u>

3

4

5

6

7

8

9

10

18

1920

21

22

23

24

25

26

33

34

35

36

37

- 1. Within the first two weeks of the commencement of the assignment- the evaluatee shall be informed of his/her assigned management evaluator and be provided with the evaluation section of the master contract and all material indicated in Section IX(D)(3)(b) above.
- 2. <u>By September 15th</u> Completion of preliminary conference with employee and the employer to establish the evaluation plan.
  - 3. <u>By October 15th</u> One observation and conference will have been held with all temporary and probationary employees.
- 4. <u>By November 15th</u> A second observation and conference will have been held with all
   temporary and probationary employees.
- 5. <u>By December 15th</u> The evaluator shall complete a progress evaluation summary form and hold a conference with each temporary and probationary employee. The report is to be submitted to the personnel office.
- 6. <u>By January 15th</u> The evaluatee\_will meet and submit a status report or discuss his/her evaluation plan with the evaluator to be noted on the assessment form (Exhibit 11f).
  - 7. <u>By February 15th</u> The third observation and conference will have been held with temporary and probationary employees.
  - 8. <u>By March 1st</u> If the evaluator or employee deems it necessary, the evaluator shall complete a second progress evaluation summary form and hold a conference with the temporary/probationary employee. This report will be submitted to the personnel office.
  - 9. <u>By March 15th</u> Non-reelection notices shall be transmitted to probationary employees subject to non-reelection the following year.
  - 10. The President of the Board of Education and the Superintendent shall meet with any probationary employee who questions his/her non-reelection notice.
- 27 <u>By April 15th</u> The evaluatee shall complete his/her assessment form (Exhibit 11f) and submit it to the evaluator.
- 29 12. <u>No later than thirty (30) calendar days prior to the last scheduled school day</u> Final evaluation summary shall be submitted in writing to the evaluatee.
- 31 By June 1st A meeting shall be held between the evaluatee and the evaluator to discuss 32 the final evaluation summary.

## K. Extended Evaluation Period Option

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

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

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

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

# L. Alternative Evaluation Process

## 1. Intent Statement

- a. It is the intent of the Pacific Grove Unified School District and the Pacific Grove Teachers Association to implement an alternative evaluation program. It may be used by tenured teachers who have received satisfactory evaluations, with the approval of the site administrator.
- b. Teachers volunteering for this process will develop goals in self-chosen options. Following agreement with the primary evaluator, these goals will serve as the basis for evaluation.
- c. Pacific Grove Unified School District and Pacific Grove Teachers Association share the belief that offering alternatives to the traditional evaluation system will inspire creativity in instruction through the professional growth of experienced teachers.

# 2. Program Objectives

- a. To offer opportunities for certificated employees:
- b. to accept responsibility for their own professional growth
- c. to integrate additional productive teaching techniques into their repertoires
- d. to work together in peer coaching situations

# 3. <u>Participants</u>

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

# 4. Process

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

1	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.	Altern	ative Evaluation Options
7		(1)	Option A. Individual Growth Activities. Individual growth activities are
8	designed to improve the empl	loyee's	performance through the use of selected professional growth activities
9	combined with self-analysis tec	hniques	s. 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 contribut	es to th	e 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.	Progra	m Monitoring. The District and the Association believe the most effective
31	professional growth occurs thro	ugh col	laboration.
32		(1)	The teacher and the site administrator will work together in the selection
33	of the options and the developm	nent of t	the specific activities.
34		(2)	All participants in the alternative evaluation option will be encouraged to
35	share the progress and results o	f their i	ndividual or team activities with their colleagues. The time and format for
36	this collaboration will be develo	ned 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. <u>Calendar for Alternative Evaluations</u> shall be as follows:
9	a. <u>By September 1st</u> – Notification by certificated employee to site administrator of
10	intent to participate in alternative evaluation program.
11	b. <u>By October 1st</u> – Preliminary conference to review and refine initial plan.
12	c. <u>By October 15th</u> – Submission by the employee of final plan, including option
13	choices and goals by certificated employee (conference optional).
14	d. <u>By February 1st</u> - Mid-year assessment/progress report submitted to site
15	administrator (format subject to plan).
16	e. <u>By February 15th</u> – Mid-year conference to review progress (within five working
17	days of conference, written response will be completed by the site administrator).
18	f. <u>By April 15th</u> – Employee complete a written assessment of plan and submits the

results to site administrator in a conference. No later than 30 calendar days prior to the last scheduled school day,

the administrator will provide a brief narrative evaluation to the employee(s). A copy signed by the participant(s)

and administrator will be placed in the personnel file.

19

20

1			X. GRIEVANCE PROCEDURES		
2	A.	Purpos	e. The intent of this procedure is to process and resolve grievances arising under this agreement		
3	at the lowest po	ssible le	vel. 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.	Definit	ions.		
6		1.	$A\ \underline{grievance}\ is\ a\ claim\ of\ a\ violation,\ misinterpretation,\ or\ misapplication\ of\ the\ express\ terms$		
7	of this agreemen	nt, which	adversely affects the grievant. Action to challenge or change the terms of this agreement shall		
8	not be considered	ed a grie	vance.		
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	satisfac	ctorily 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 inte	ervention	n; or		
16			c. The Association. (Rev. 5/99)		
17		3.	<u>An immediate supervisor</u> is a member of the management team who most directly supervises		
18	the Employee.				
19		4.	A <u>day</u> is a working day for the party charged with this time limit.		
20	C.	Genera	d Provision.		
21		1.	<u>Time Limits.</u>		
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 t	his grie	vance procedure by the end of the school year, the time limits set forth herein may be reduced		
26	by mutual conse	ent so th	at 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 decisio	on by eit	her 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 t	hree (3)	days from the notification to respond in writing or the Employer agrees to accept the grievant's		
32	position. If a g	rievant	fail to respond in writing within the specified period of time, the immediate supervisor shall		
33	notify him/her	in writin	g. The grievant has three (3) days from this notification to respond in writing or accept the		
34	Employer's pos	ition.			
35		2.	<u>Conference.</u> 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.				

- 4. Records. All records of the proceedings shall be retained by the Employer in a separate grievance file. Each year, in August, all records of grievance proceedings four (4) years old will be destroyed.
- 5. <u>Reprisals.</u> No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.
  - 6. <u>Level 2 Grievances.</u> If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2.
  - 7. <u>Scheduling Meetings.</u> Whenever possible, meetings at the informal level and Level 1 and 2 grievance processing shall occur before or after regular teaching hours.
  - 8. <u>Continuance of Service.</u> The grievant shall continue to discharge his/her duties until the grievance is resolved.
  - 9. <u>Conditions for Adjustments.</u> Nothing contained herein shall be construed as limiting the right of any Employee to have the grievance adjusted without intervention by the Association, as long as the adjustment is reached prior to arbitration, provided that the adjustment is not inconsistent with the terms of the agreement and that the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
    - 10. Further Legal Action. No rights of the grievant to further legal action shall be abrogated.
  - 11. <u>Participation by a Representative.</u> When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon request to the Superintendent or his/her designee by the President of the Association, be given reasonable release time without loss of pay in order to participate in any level of the grievance procedure. Any Employee who is requested to appear in such investigations, meeting or hearings, as a witness will be accorded the same right.

# D. Grievance Procedure.

- 1. <u>Informal level.</u> An Employee, group of employees or the Association will meet with the appropriate supervisor in an attempt to resolve a complaint informally prior to filing a grievance. The request for a meeting will occur within twenty five (25) days after the event causing the complaint. The meeting will occur within fifteen (15) days of the receipt of the request. Following the meeting, documentation of the complaint and resolution, if any, shall be agreed to in writing by both parties. A copy of the documentation shall be provided to the Association and Superintendent.
- Level 1. Teachers may file a grievance with their school principal. Other Employees may file a grievance with the members of the management team who most directly supervises them. A formal grievance may be initiated no later than fifteen (15) days after the meeting at the informal level or the alleged violation of the agreement reached at the informal meeting. The formal grievance shall be in writing on Certificated Employee Grievance Form (Exhibit 12) and shall be filed on the same day with the immediate supervisor, the Association, and the Superintendent. The formal grievance shall include a clear, concise statement of the grievance and the circumstances involved, the applicable section of the agreement, and the specific remedy sought. The immediate supervisor shall render a proposed resolution decision on the Certificated Employee Grievance Response Form (Exhibit 12a) within ten

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

- 3. <u>Level 2.</u> The grievant may appeal the Level 1 decision to the Superintendent within ten (10) days of the decision, using Certificated Employees Grievance Appeal Form (Exhibit 12b). The appeal shall include a statement of the reason for the appeal and the specific remedy sought. Within ten (10) days the Superintendent shall investigate the grievance and render a proposed resolution, in writing on the same day, to the grievant and the Association. The Association shall have up to ten (10) days to respond to the proposed resolution. The proposed resolution is the Level 2 decision unless the Superintendent changes the proposed resolution. A change in the proposed resolution becomes the Level 2 decision. The decision at Level 2 shall be final unless appealed to Level 3 by the Association.
- 4. <u>Level 3.</u> Within fifteen (15) days after the decision of the Superintendent or his/her designee, the grievant may request in writing that the Association submit his/her grievance to arbitration. Copies of the request for arbitration will be submitted to the Superintendent. Upon receipt of the written request from the Association, the Superintendent or his/her designee shall within five (5) days request the American Arbitration Association (AAA) to supply a panel of five (5) names. The Superintendent and the Association shall, within ten (10) days, either mutually agree upon an arbitrator or notify the AAA to select an arbitrator in accordance with its rules.
- a. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.
- b. The rules of the AAA shall govern the arbitration with the exception stated within this Agreement. The arbitrator shall be no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
- c. Within ten (10) days of selection, provided an arbitrator is available, the arbitrator shall conduct a hearing and submit his/her findings and award in writing to the Board of Education, the grievant and the Association. The award of the arbitrator shall be binding on the grievant, the Association, and the District. The award of the arbitrator may, on petition of either the Board of Education or the grievant and the Association, be reviewed by a court of competent jurisdiction in the same manner as a decision made by a hearing officer under Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. The court, on review, shall determine whether there was sufficient evidence to support the arbitrator's findings and award. The reviewing court may not exercise its independent judgment on the evidence.

#### 1 XI. SAFETY CONDITIONS OF EMPLOYMENT 2 **General Provisions** A. 3 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 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 threatening, and send the student to the principal or his/her designee. As soon as possible, the parents will be contacted 16 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 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 Continued willful disobedience, habitual profanity or vulgarity; a. 29 b. Open and persistent defiance of the authority of the teacher; 30 Assault or battery upon a student; c.

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

d.

31

32

33

34

35

36

- D. <u>Potential Threat.</u> The Employee shall immediately inform the principal when he/she has a student who is potentially threatening to the safety of the Employee and who may require the attention of other personnel.
- Other personnel may include the assistant principal, counselor, psychologist, physician, or other specialist. The

Continued abuse of school personnel;

Assault or battery upon school personnel.

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

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

# F. Physical Control.

- 1. During the performance of his/her duties an Employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which, in no event, shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.
- 2. The provisions of this paragraph are separate from the provisions of the District's corporal punishment policy.
- G. <u>Defense in any Civil Action.</u> When an Employee is acting responsibly within the scope of his employment, the Employer shall provide for his defense in any civil action, or proceeding brought against the Employee, if the Employee requests such defense.
- H. <u>Worker's Compensation.</u> An Employee who has been injured on the job shall be afforded benefits determined by the Industrial Accident Leave provisions of this agreement and of the Worker's Compensation Insurance provision of the Labor Code, Section 3201, et seq.
- I. <u>Reporting Employment–Related Injuries</u>. An Employee shall immediately report cases of assault or battery or other incidents suffered in connection with employment to the principal or other immediate supervisor, and to the local police.
  - 1. The following procedure shall be used in follow up action:
- a. The principal will immediately report the incident to the police who will conduct an investigation and take statements from all parties concerned.
- b. Guardians of the student(s) will be notified and the student(s) sent home pending completion of the investigation made by the police.
- c. Upon completion of the investigation, the principal will convene a conference consisting of the Employee, the student(s) involved, the student(s) guardian, a police department representative, and school administrator. The Employee shall have the right to be represented by the Association at this conference.
- d. The principal shall prepare a written report in response to the information received at the conference and recommend disciplinary action within three (3) working days. Copies of this report shall be given to the Association, the Pacific Grove Police Department, and the Employee.
- e. The Employee shall have the option of activating a Community Review Panel if he/she is not satisfied with the principal's report. The panel shall be comprised of a management employee appointed by the Superintendent, an employee appointed by the Association, and one person from the community acceptable to the other two members. None of the members of the panel shall have been personally involved in the incident. The panel shall determine its own chairperson and its own procedures other than those herein prescribed.

- Each member shall have one (1) vote. The investigation panel shall have the power to conduct a hearing for the purpose of investigating the disturbance, call witnesses and take testimony relative to the disturbance. Any injured Employee shall have the right to appear before the panel. Nothing in this agreement shall prohibit students from being called as witnesses. The panel does not have the power to subpoena.
  - f. The panel shall report its findings and recommendations to the Superintendent, The Board of Education, and the Association within three (3) school days of the conclusion of their investigation.

5

6

7

- J. <u>Social and Athletic Events for Large Crowds.</u> The Employer shall employ at least one (1) security guard and provide at least four (4) other adults for football games and social dances.
- 9 K. <u>Availability of Restrooms.</u> The Employer shall make available, in each school, except for the Community High School, restroom facilities exclusively for adult use.

# A. Elementary Class Size.

1 2

- 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 five (45) students per teacher per period. If an individual
- 34 class exceeds forty five (45) students an aide will be provided for that class.
- 35 b. The principal and the department may exceed maximums by working together to meet particular needs.
- 37 c. Band, orchestra, chorus, and play production class sizes shall be arranged between

1 the principal and the instructor.

- 4. In each class in the following areas the number of students shall not exceed the number of work stations in the classroom: science, industrial arts, vocational arts, homemaking, art, and typing.
  - 5. Before the close of each semester, the principal shall meet and consult with the members of each department concerning class size. During the first week of each semester a follow up department meeting will be held to review student grouping and class size for modifications, if necessary.
  - 6. Student to teacher ratio computation at the secondary level shall include the following teachers:
    - a. Middle School regular teachers (including P.E.), and music teachers only.
    - b. High School regular teachers (including P.E.), music teachers, and ROP teachers only.

# C. General Provisions.

- 1. When it is necessary to exceed ratios or maximum class sizes, a conference shall be held with the teachers involved, an association representative, the building principal, and the Superintendent or Assistant Superintendent to discuss alternative placement possibilities. The maximums may be exceeded by mutual agreement if there is no valid alternative placement. If there is no mutual agreement, the Superintendent shall make the final decision.
- 2. An adjustment period will be provided to allow sufficient time for management to make enrollment changes. Reasonable effort will be made to complete these changes within ten (10) school days not to exceed fifteen (15) days at the beginning of the school year and five (5) days at the second semester, if necessary. During this adjustment period, no action will be taken by the teachers or the Association on student to teacher ratios and maximum class sizes.
- 3. Reasonable efforts shall be made at all levels to assure equitable class sizes through scheduling. Newly enrolled students will be distributed as equitably as practical. By May the Assistant Superintendent or his/her designee shall notify all K-5 students assigned to a school not in their attendance area for the purpose of class balancing that they shall be returned to their neighborhood school.
- 4. A new student may be temporarily placed until permanent placement is made. Permanent placement shall be made within five (5) school days.
- 5. If enrollment increases during one (1) semester and reaches a point where a new teacher is required, a teacher will be employed. Employment may be delayed until the following semester in order to avoid mid-semester disruption.
- 6. Reasonable efforts shall be made at all levels to assure equal distribution of students with exceptional needs among the regular class periods at each building site.

## D. Resource Special Education

1. Resource Caseload - After the first ten (10) school days of each school year, for each student on the regular caseload of an RSP Special Education teacher in excess of 28 for ten (10) cumulative days,

- the District will pay the teacher \$25 per student, per day. Payment shall be made no later than 60 days after the month in which the caseload exceeded 28.
- Resource Class Size After the first ten (10) school days of each school year, for each resource student on the class roster of an RSP Special Education teacher in excess of 20 for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than 60 days after the month in which the class size exceeded 20.

1		XIII. CONCERTED ACTIVITIES
2		
3	A.	The Association and the District agree that differences between the parties hereto shall be settled by
4	peaceful mean	s as provided in this Agreement. During the term of the Agreement, the Association will not engage in,
5	instigate, or co	ondone any strike, work stoppage, or any concerted refusal to perform work duties as required in this
6	Agreement and	I will undertake to exert its best efforts to discourage all such acts by any member of the unit.

- B. During the term of this Agreement, the District, in consideration of the terms and conditions of the Agreement, will not authorize or permit any lockout of Association members or other persons covered by the Agreement.
- 10 C. If either party fails to honor its commitments in Paragraph A or B above, the other party shall be released from its obligation to honor any rights granted by this Agreement.

2		
3	A.	Completion of Agreement. This document comprises the entire Agreement between the Employer
4	and the Associa	ation on the matters within the lawful scope of negotiations.
5	B.	Savings Provision. If any provisions of this Agreement or any application thereof is held to be contrary
6	to law by Court	of Final Jurisdiction or the Public Employment Relations Board (PERB), such provision or application
7	shall be deemed	l invalid, to the extent required by such court or the PERB; but all other provisions shall continue in full

XIV. GENERAL PROVISIONS

force and effect.

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



# 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 <u>may be renegotiated annually on request of either PGTA or the District.</u>

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

# <u>Agreement</u>

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 seg.
- 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.

pgta-par 05/18/01

## 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. <u>Unsatisfactory</u>: 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. <u>Consensus:</u> Shall mean a decision to which all parties have agreed without the formality of a vote.

## III. GOVERANCE 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

- 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.
- 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.

pgua-par 05/18/01

- 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. <u>First Year of Participation in Program</u>: 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).
  - 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. <u>Duties of the Joint Panel</u>: 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:
  - Reporting to the Participating Teacher, the Evaluator and the Governing Board one of the recommendations set forth in section III of this Article.
  - Reporting annually to the Governing Board and the PGTA regarding the Program's impact and making recommendations for improvement of the Program.
  - 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.
  - Coordinating with the District to provide training and retraining for Consulting Teachers, for Panel members and, where appropriate, for Participating Teachers.

pgta-par 05/18/01

- 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. <u>Establishment of Annual Program and Budget</u>: 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);
    - 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.
  - 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. <u>Establishment of Staff Development Program and Budget</u>: 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").
  - 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.

pgta-par 05/18/01 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.

#### Compensation for Joint Panel Members:

- 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.
- 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. <u>Selection Process</u>: 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. <u>Selection by and Assignment of Consulting Teachers to Referred Participating Teachers:</u> Following issuance of an unsatisfactory evaluation as defined in this Article, the Participating Teacher may select a Consulting Teacher.
  - 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. <u>Referred Participating Teachers</u>: A Referred Participating Teacher, as defined in section II above, must participate in the Program.
- B. <u>Assistance Responsibilities of Consulting Teachers</u>: 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).
  - 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.
- 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 15<sup>th</sup> through May 25<sup>th</sup>.

### VII. OTHER PROVISIONS

### A. No Encroachment/Loss of Funding/Excess Revenue

- 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 and 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.
- 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

 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.
- 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.
- 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

- 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.
- 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

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					
	2020/2021					
		·	**187 Work Days			Exhibit 4
						BA+75 prof
					D4 00	credits or MS +
	ВА	BA+15	BA+30	BA+45 or MA	BA+60 or MA +15	30 or Doctorate
STEP	I	II	III	IV IV	V V	Vi
1	61,295	66,575	70,696	73,653	75,450	76,084
2	62,569	68,218	72,712	76,042	78,210	79,215
3	63,839	69,862	74,729	78,429	80,969	82,347
4	65,113	71,506	76,742	80,818	83,728	85,478
5	66,384	73,151	78,759	83,206	, 86,489	88,611
6	67,659	74,795	80,775	85,593	89,248	91,740
7	68,931	76,440	82,792	87,982	92,007	94,873
8	70,203	78,085	84,807	90,370	94,768	98,005
9	70,203	79,727	86,824	92,757	97,528	101,136
10	70,964	80,489	90,409	96,715	101,575	105,562
11				99,162	104,676	108,733
12					107,438	112,163
13					110,319	115,295
17					113,991	119,149
22						123,001
25						126,993
27					,	130,561
NOTE: The additional units	must be obtained following	the completion of a degree				
a.) Longevity Stipends	<del></del>				ř	
	(This is already included in years 20-24, \$1,500 years 2		* *	(A)		
<u> </u>	al salary placement plus accu				,	-
b.) Hasters/Doctorate Stip	end \$1500.00 stipend for Ma	sters or Doctorate Degree b	egioning 7/1/2006, Effective	15/16 Haster Sipend increas	e to \$2,000.	-
c.) Health Allowance Paym	ent-\$10361,00 changed to	\$3000 eff, 4/1/2015, Chan	ged to \$3350 eff 7/1/2019	). Changed to \$4700 eff 7/	1/2020	
	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)						
<u> </u>	d.) Speech Pathologist Stipend effective 15/16 \$1,000					
ļ	Increase 2.53% effective 7/1/2003, Increase 2.41% effective 7/1/2004_ YI-25 added in 2004, added Y-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% efective 7-1-2008, increase in lieu to \$10361.00 as of 7-1-2010						
Increase 0.7% effective 7/1/2011, locrease 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						
<del></del>	Inc 3.2% salary .55% for value of addit training day .25% premium to additional trainin day eff. 7/1/2018					
	Increase 2% Base Salary effective 7/1/2019; Increase 2.27% Base Salary effective 7/1/2020  *Step VI-27 Effective 7-1-2005					
**COVID-19 20/21 Calendar	r to include 187 working day	rs vs. 185. Salary increased	by 2 days			1

ate Song Chin-Bendib, Asst Superintendent/CBO

Fyhihit 4

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE 2021/2022

\*21/22 Pending Negotiations

185 Work Days Exhibit 4								
						BA+/5 prot		
						credits or MS +		
					BA+60	30		
STEP	BA	BA+15	BA+30 III	BA+45 or MA IV	or MA +15 V	or Doctorate VI		
	1	!!						
1	60,640	65,863	69,939	72,865	74,642	75,270		
2	61,899	67,488	71,934	75,229	77,372	78,368		
3	63,157	69,114	73,929	77,590	80,103	81,466		
4	64,417	70,741	75,922	79,954	82,833	84,564		
5	65,674	72,369	77,917	82,315	85,563	87,663		
6	66,935	73,995	79,911	84,676	88,294	90,760		
7	68,194	75,623	81,906	87,041	91,023	93,858		
8	69,453	77,250	83,901	_89,403	93,755	96,957		
9	69,453	78,874	85,896	91,765	96,485	100,054		
10	70,205	79,628	89,442	95,680	100,488	104,432		
11				98,102	103,557	107,570		
· 12					106,289	110,962		
13					109,138	114,062		
17					112,772	117,874		
22						121,685		
25						125,635		
27						129,164		
NOTE: The additional units	must be obtained following th	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.) Hasters/Doctorate Stipend \$1500.00 stipend for Masters or Doctorate Degree beginning 7/1/2006, Effective 15/16 Master Sipend increase to \$2,000.

Ph.D \$1,000 Effective 7/1/2021

c.) Health Allowance Payment-\$10361.00 changed to \$3000 eff. 4/1/2015. Changed to \$3350 eff 7/1/2019. Changed to \$4700 eff 7/1/2020

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% efective 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

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

Increase 2% Base Salary effective 7/1/2019; Increase 2.21% Base Salary effective 7/1/2020

\*Step-VI-27 Effective 7-1-2005

Date Song Chin-Be

Song Chin-Bendib, Asst Superintendent/CBO

### PACIFIC GROVE UNIFIED SCHOOL DISTRICT PSYCHOLOGIST SALARY SCHEDULE 2020/2021

Exhibit 5

(설.

	•	**205 Work Days		Exhibit 5
	BA +45 or MA	BA+60 or MA+15	BA+75, INCLUDING MA or MA+30	
STEP	1	11	111	
I	104,137	107,800	110,938	_
2	107,800	110,938	114,601	
3	110,938	114,601	118,264	
4	114,601	118,264	121,402	
5	118,264	121,402	125,064	
6	121,402	125,064	128,202	
7	125,064	128,202	131,866	
8	128,202	131,866	135,527	
9	131,866	135,527	138,665	
10	132,625	136,287	139,426	
11	132,625	136,287	139,426	
12	132,625	136,287	139,426	
13	132,625	136,287	139,426	
17	132,625	136,287	139,426	

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 = \$3,350.00 eff-7/1/2019, Health allowance inc. to \$4,700 eff-7/1/2020

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. Eff 7/1/19 \$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 addtt training day .25% premium to additional trainin day

2% Base Salary inc. eff 7/1/19, 2.27 Base Salary inc. eff 7/1/2020

\*\*COYID-19 20/21 Calendar to include 205 days vs. 203 Days

2021

Song Chin-Bendib, Asst Superintendent/CBO

# PACIFIC GROVE HAIRIED SCHOOL DISTRICT

\*21/22 Salary Schedule pending negotiations 203 Work Dave

FACIFIC	unum	COMILII	ים ארווסם	r DISTRICT
SYCHOLO	GIST :	SALARY :	SCHEDULE	2021/2022
*11/11 C	المسمام	ماريات ماداء		

Exhibit 5

Exhibit 5

		ZU3 Work Days		EXHIUIT 3
	BA +45 or MA	BA+60 or MA+15	BA+75, INCLUDING MA or MA+30	_
STEP		ll .	III	
i i	103,121	106,747	109,856	
2	106,747	109,856	113,483	
3	109,856	113,483	117,110	
4	113,483	117,110	120,217	
5	117,110	120,217	123,844	
6	120,217	123,843	126,951	
7	123,843	126,951	130,580	
8	126,951	130,580	134,205	
9	130,580	134,205	137,313	
10	131,331	134,959	138,066	
11	131,331	134,959	138,066	
12	131,331	134,959	138,066	
13	131,331	134,959	138,066	
17	131,331	134,959	138,066	
	<del></del>			

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.) <u>Masters/Doctorate-Stipend</u> \$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; Health allowance inc. to \$4,700 eff 7/1/2020

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. Eff 7/1/19 \$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% Base Salary inc. eff 7/1/19, 2.27 Base Salary inc. eff 7/1/2020

\*\*COVID-19 20/21 Calendar to include 205 days vs. 203 Days

Song Chin-Bendib, Asst Superintendent/CBO

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULE 2020-2021 197 WORK DAYS

	BA	BA+15	BA+30	BA+45 or MA	BA+60 or MA +15	BA+75 prof credits or MS + 30
STEP	. 1	11	III	IV	V	VI
	<b>1</b> 000000000000000000000000000000000000	Section 1	3378324.05			
1	64,718	70,293	74,644	77,766	79,663	80,333
是明显是中央	120000000000000000000000000000000000000		SERVE PATER			
2	66,063	72,028	76,773	80,288	82,578	83,639
127.02794 (E.S.S.)	<b>第2条原用连续的</b>	A STORY OF THE STORY	<b>可用的对称的</b>	<b>元公司(中)李元</b> 司		经验的现在分词
3	67,404	73,763	78,902	82,809	85,491	86,945
A STATE OF THE STA	restorities.	na de la ciencia de Albana		<b>为实外的是多级决</b>	<b>和证明公共</b> 3000000000000000000000000000000000000	3位为\$B.6等加数
4	68,750	75,499	81,028	85,331	88,404	90,252
S. S. T. S. E.						ALEC BELLEVINE STRUCK
5	70,092	77,236	83,157	87,852	91,319	93,559
27/# FET 25/# N						
6	71,437	78,972	85,286	/90,373	94,232	96,864
12,6-01,40,000,100	30.700			\$155 SHASE SA		
7	72,780	80,708	87,415	92,895	97,145	100,171
	74.404	00.440	AND CONTRACTOR	17 (10 (10 (10 (10 (10 (10 (10 (10 (10 (10	2.12.12.22.43.43.43.43	SCHOOL BUILDING
8	74,124	82,446	89,543	95,417	100,061	103,478
0	74 404	04.470	04.670	07.007	400.074	400 704
9	74,124	84,179	91,673	97,937	102,974	106,784
40	74.027	04.002	05.450	400 440	407.047	4/4/4
10	74,927	84,983	95,458	102,116	107,247	111,457
11				104.700	440.500	444.000
		vecenie est para proper		104,700	110,522	114,806
12				<b>可能够到的人的第一位。</b> 第	113,438	110 426
1 <b>2</b>			Paragraphy of Construction	5-12 (13 (14 (15 (15 (15 (15 (15 (15 (15 (15 (15 (15	113,430 6-500 - 113,430	118,426
13			Charles of Carlos As		116,479	121,734
100000000000000000000000000000000000000	dissa (1946-2939) (1944			en marke	7.3.544.53333333	121,734 (#2,2000)2002)201
17	THE PARTY OF THE P			1964-1984-1984-1984-1984-1984-1984-1984-198	120,357	125,803
	10年6年7月25年第		and Shirts in 19		120,001 Cara Cara Cara	120,000
22	The state of the s		CANADA CANADA CONTRACTOR AND CONTRAC	the reaching the property of	- A STATE OF THE S	129,870
25			Company and the Alexander of the Company of the Com	AND THE PERSON NAMED OF STREET	COLUMN TO ANY THE PROPERTY OF	134,085
27						137,852
NOTE: The addition	nal units must be of	otained following the d	completion of a de	gree.		
a.) Longevity Stipe	nds		-			
		ady included in the sa	lary schedule and	subject to COLA)		;
		\$1,500 years 25-29 a			ubject to COLA)	-
		cement plus accumul				
		stipend for Masters or Doctorat				
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						
		ayroll. Eligible part-tir			<del></del>	
		<del> </del>				
subject to enrollmen	it in the insurance t	olans. \$4624.00 per y	ear for dependent	coverage as a dis	trict contribution.	

ci.) Speech Pathologist Stipend effective 15/16 \$1,000						
Increase 2.53% effective 7/1/2003, Increase 2.41% effecti	ve 7/1/2004_ VI-25 ad	ded 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% efective	7-1-2008, increase in l	lieu to \$10361.00 as	of 7-1-2010			
Increase 0.7% effective 7/1/2011, Increase 2% effective 7/	1/2012, increase 2.259	% eff. 7/1/2013				
Increase 2.25% eff 7/1/2014, \$7361 added each cell from H	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%					
Inc 3.2% salary .55% for value of addtl training day .25% pre	emium to additional tra	inin day eff. 7/1/201	3			
Inc 2% Base Salary effective 7/1/2019	Inc 2% Base Salary effective 7/1/2019					
*Step VI-27 Effective 7-1-2005						
**Counselors Salary Schedule effective 7/1/2020						
**Due to COVID-19. 20/21 Calendar to include 197 working	ng days vs. 195 work	ing days. Salary inc	reased by 2 days fo	r 20/21 only.		

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULE 2021-2022 195 WORK DAYS

\*2021-2022 Salary Schedule Pending Negotiations

		2021 2022 Odiary	Concadio 1 enam			BA+75 prof
	DA	DAVAE	DA (20	DA : 45 888	BA+60	credits or MS +
STEP	BA	BA+15	BA+30	BA+45 or MA	or MA +15	30
THE STREET	l Marthantanan	III	III	IV	V	VI
1	65,515	71,158	75 562	70 702	00 G44	04 202
	00,010	71,100	75,563	78,723	80,644	81,322
2	66,876	72,915	77,719	91 277	83,595	94 660
<b></b>	00,070	12,010	11,113	81,277	00,090 	84,669
3	68,235	74,671	79,874	83,829	86,544	88,016
<b>建起来推出的。</b> 图888	Part of the same		70,014 (273) 1272 (274) (33	20,029	00,044 2.2.4.5.0.5.0.5.0.5.0.5.0.5.0.5.0.5.0.5.0.5	00,010 FE 2112-9102-9102
4	69,597	76,429	82,026	86,382	89,492	91,364
			- 02, <b>02</b> 0	5 4 5 6 6 7 8 7	00,702	51,004 524-03-03-03-03-03-03-03-03-03-03-03-03-03-
5	70,955	78,187	84,182	88,934	92,444	94,711
6	72,317	79,944	86,336	91,487	95,392	98,057
<b>计划在19年间的</b>	Breggytese (1855)		2100-700-700-31-700		No trop with the sort	1.00 1.00 米.32 1.00 (A.1.0.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
7	73,676	81,702	88,492	94,039	98,345	101,405
Les Districtions	And the second	749354354545 <i>1</i>	3000 (4000)	a Name and Construction	0.7000000000000000000000000000000000000	A section of the sect
8	75,037	83,462	90,646	96,592	101,293	104,752
9	75,037	85,215	92,802	99,144	104,243	108,099
AND THE PERSON	图象等新型 2017	<b>电影影响的图像</b>				ur-signification in
10	75,850	86,030	96,634	103,373	108,568	112,829
akerakses in a tos	5002542015400325		and the second	<b>选择的复数形式</b>	A 使用的数据的变形	<b>计算过程的 使现代</b> 的
11				105,990	111,883	116,220
12					114,835	119,885
13					117,913	123,233
			<b>经通用的证据的</b>	YISING COM		
17					121,839	127,353
22	Control of the second	he de partie partie e anno partie de la company	THE PROPERTY OF STREET	大学, 1965年		E.E., Zi, E.E. E.E. E.E. E.E. Sp.
	OF THE PARTY OF THE PARTY OF	PARAMETER PARAMETER IN	AND THE CONTRACTOR OF STREET			131,470
25						105.705
23				Takin dik takan salah	Programme Company	135,737
27	And the second of the second of the second					420.540
	al units must be obta	ined following the co	mpletion of a degree		-	139,549
		inda tollowing the co	inpiction of a degree	·		
a.) Longevity Stiper	ear 10 (This is already	u included in the call	ni nobodula and aut	inet to COL A)		
\$750 additional stine	end at years 20-24, \$1	1 500 veers 25 20 co	d \$2.250 year 20 and	d phovo (Not public at	· COL A\	
					U 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 Sipend increase to \$2,000.						
c.) Health Allowance Payment-\$10361.00/changed to \$3000 eff. 4/1/2015. Changed to \$3350 eff 7/1/2019, Changed to \$4700 eff 7/1/2020						
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						
	t in the insurance plan					COIIII act
(See Article III.2)	I I I I I I I I I I I I I I I I I I I	<del>+ /32 //30 por y</del> 66		rage as a district COI	modion.	
				<u> </u>		

d.) Speech Pathologist Stipend effective 15/16 \$1,000					
Increase 2.53% effective 7/1/2003, Increase 2.41% effective 7/1/2003	tive 7/1/2004_ VI-25 ad	ided in 2004, ad	ded 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% efective	7-1-2008, increase in	lieu to \$10361.0	0 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 I	lealth Allowance eff.4/	1/2015, Inc 3.25	% eff. 7/1/15, Inc	3.5% eff. 7/1/201	6, Inc 3.5%
Inc 3.2% salary .55% for value of addtl training day .25% pr	emium to additional tra	ainin day eff. 7/1	/2018		-
Inc 2% Base Salary effective 7/1/2019			•		
*Step VI-27 Effective 7-1-2005		•			
**Counselors Salary Schedule effective 7/1/2020		<u> </u>			
**Due to COVID-19, 20/21 Calendar to include 197 working	days vs. 195 working	days. Salary inc	reased by 2 days	for 20/21 only.	
*REVISED 7/1/2021- Inc 2.27% Base Salary effective 7/1	2020		•	•	

Song Chin-Bendib, Assistant Superintendent/CBO

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULE 2020-2021 197 WORK DAYS

	ВА	BA+15	BA+30	BA+45 or MA	BA+60 or MA +15	BA+75 prof credits or MS +
STEP		l II	10	IV	V	Vi Vi
		20 - Total Control		2377212		
1	66,187	71,889	76,338	79,531	81,471	82,157
	ANCES ESTA	MARKET MANAGER AND	CONTRACTOR OF THE	CV WAS LINES		2.7
2	67,563	73,663	78.516	82.111	84,453	85,538
					Ca 1/2/2/2/2010 17/15	00,000 l
3	68,934	75,437	80,693	84,689	87,432	88,919
TOWN BUILDING			NOT THE PARKAGE	7 A 7 A 7 A 7 A 7 A 7 A 7 A 7 A 7 A 7 A	7.402	516,00
4	70,311	77,213	82.867	87,268	90,411	92,301
			22,007	07,200	2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	92,301
5	71,683	78,989	85,045	89,846	93,392	95,683
	TO STATE OF THE POST		200,040		33,332	93,003 
6	73,059	80,765	87,222	92,424	96,371	00.063
	20,000 PM	\$25 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	27,222	32,424	30,371	99,063
7	74,432	82,540	89,399	95,004	99,350	102,445
an to have stady to	17,702	02,040	09,333	95,004	35,300	102,445
8	75,807	84,318	91,576	97,583	102 222	405 997
	15,001	04,310	91,070	97,303	102,332	105,827
9	75,807	86,090	02.754	100 160	105 242	400.000
<b>3</b>	75,607 ABOT 17, 156	00,030	93,754	100,160	105,312	109,208
10	76,628	9C 012	Aller Control of the	404.424	400.000	440.007
10 (2077) A A CARTON	70,020	86,912	97,625	104,434	109,682	113,987
11		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100 100 78, 22 . 1 . 1 T . 10 10 T	407.077	440.004	147 148
VECTOR TO THE PARTY OF THE PART		SANTENIA A BID A MARKED		107,077	113,031	117,412
12				And the second s	440.040	1
12	THE SHEET SECTION AND ADMINISTRATION OF THE PARTY OF THE		<b>の場合が変数を含まる。 の表現を変数を変数を含まる。 の表現を表現を表現を表現します。 の表現を表現します。 の表現を表現します。 の表現を表現します。 の表現を表現します。 の表現を表現します。 の表現を表現します。 の表現します。 のままままます。 のままままます。 のまままままます。 のまままままままままままままままままままままままままままままままままままま</b>	THE SECTION OF THE CONTRACTOR	116,013	121,114
13					the state of the s	
13 13			Continue may be the continue and	EVERY TANKED OF THE SECOND	119,123	124,497
. Nation and the state of the s		A 7-1000	Service Control of the Control of th	I Market The Control		
17	THE CONTROL OF BUILDING WAS AND	amina mara amina maka mata mara	Constructive manager of the mile which make the co-	and the control of th	123,089	128,659
4.0	CENTRE IT PAR					14
22	and sometimes resident on the state of	an igang ti ing pangkang pamawan pana pakatan ing pana s		la tantas lesedos entrinos de la la casa de la	and the state of t	132,818
				2.242.2	24-2-84-9-6-197 3	T. C. St. St. St. St.
25	Company of the Compan	ingin da sin Naber eta kontra eta katea eta kontra eta	Autologia des labor l'Arreiz et l'arrei	2 425 4 57 194 1 T		137,129
3-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2	1850 F 1850 S 1870					
27	1	1	<u> </u>	<u> </u>		140,981
	nal units must be obta	ained following the co	mpletion of a degree	<del>)</del>		
a.) Longevity Stipe						
	ear 10 (This is alread				· >-	
\$750 additional stip	end at years 20-24, \$	1,500 years 25-29 ar	nd \$2,250 year 30 an	d above (Not subject	to COLA)	
Stipends are based	on initial salary place	ment plus accumulat	ed years of satisfacto	ory service thereafter		
b.) Masters/Doctor	ate Stipend \$1500.00 st	ipend for Masters or Doctorate	Degree beginning 7/1/2006, E	ffective 15/16 Master Sipend in	crease to \$2,000.	<u> </u>
b.) Masters/Doctorate Stipend \$1500.00 stipend for Masters or Doctorate Degree beginning 7/1/2006, Effective 15/16 Master Sipend increase to \$2,000.  c.) Health Allowance Payment-\$10361.00/changed to \$3000 eff. 4/1/2015. Changed to \$3350 eff 7/1/2019. Changed to \$4700 eff. 7/1/2020						
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	e normal monthly pay	roll. Eligible part-time	e employees shall red	ceive a share of the "	Health allowance" ne	er contract
subject to enrollmen	nt in the insurance pla	ns. \$4624.00 per ve	ar for dependent cov	erage as a district or	ntribution	, contract
(See Article III.2)						
<del></del>			<del></del>		1	1

d.) Speech Pathologist Stipend effective 15/16 \$1,000		·		
Increase 2.53% effective 7/1/2003, Increase 2.41% effective	ve 7/1/2004_ VI-25 ad	ded in 2004, added \	/-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% efective 7	7-1-2008, increase in I	ieu to \$10361.00 as	of 7-1-2010	
Increase 0.7% effective 7/1/2011, Increase 2% effective 7/1	1/2012, increase 2.25%	% eff. 7/1/2013		
Increase 2.25% eff 7/1/2014, \$7361 added each cell from He	ealth Allowance eff.4/1	1/2015, Inc 3.25% eff.	. 7/1/15, Inc 3.5% eff.	7/1/2016, Inc 3.5% e
Inc 3.2% salary .55% for value of addtl training day .25% pre	mium to additional tra	inin day eff. 7/1/2018		
Inc 2% Base Salary effective 7/1/2019, Inc 2.27% Base Sala	ry Effective 7/1/2020			
*Step VI-27 Effective 7-1-2005				, "
**Counselors Salary Schedule effective 7/1/2020				
**Due to COVID-19, 20/21 Calendar to include 197 workin	ng days vs. 195 work	ing days. Salary inc	reased by 2 days for	r 20/21 only

### 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 wit 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

mployee Date(s) Absent				
School or Work Location				
REASON FOR ABSENCE (check one)				
Bereavement	Leave without pay			
Industrial illness or accident	Other			
Inservice release time *1	Personal illness			
Jury Duty	Witness Leave			
Leave with differential pay, when aut	thorized			
*1 Note: HR keeps records of inservice release coordinated with HR prior to use.	se time. Use of inservice release time must be			
PERSONAL NECESSITY LEAVE (not m	ore than seven days per school year)* <sup>2</sup>			
Serious illness or death in family (bey	yond Bereavement Leave)			
Accident to person and/or property of	f immediate family			
Leave with prior authorization (Use '	"Request for Personal Necessity Leave" form)			
Three days leave with prior notification	on to Principal but without explanation			
* <sup>2</sup> Note: Personal necessity leave will be cha to an Inservice Release Day instead.	arged to sick leave unless you prefer they be charged			
Employee's Signature	Date			
Approved Not app	proved			
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 or	date/dates		
for the	e following reason or purpose: (seven day	ys per school year limit		
	val of this request will result in an equiva	we during non-working hours. I understand that allent reduction of my accumulated sick leave		
		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	
2 00 2 20010 Will 2 0p 01111010000	
From:	
110111.	
I am manusating a turn of an frame	
I am requesting a transfer from	
	cc .:
to	effective
The reasons for this request are as follows:	
-	
Signature	<del>_</del>
5151141411	

180 Day Sch	ool Calenda	ır				Date	Event	Τ
	M	Т	w	TH	F			_
July 2020	27	28	29	30	31	7/31	New Hire Orientation	+
	3	4	5	6	7	8/3	Professional Development Day (Non Student Day)	o
	10	11	12	13	14	8/4	Welcome	$^{+}$
August 2020	17	18	19	20	21	8/5	Teacher Prep Day (Non Student Day)	+
g	24	25	26	27	28	8/6	First Day of School	1
-	31	1	2	3	4	1	,	+
	7	8	9	10	11	9/7	Labor Day Holiday	+
	14	15	16	17	18	1 ""	Labor Bay Holiday	t
Sept 2020	21	22	23	24	25			2
	28	29	30	1	2	10/3	Butterfly Parade	Ŧ
	5	6	7	8	9	10/9	End of 1st Quarter (46 days)	+
		-		-			, , , ,	+
Oct 2020	<b>12</b> 19	<b>13</b>	<b>14</b> 21	<b>15</b> 22	16 23	10/12-10-16	ганыеак	+
-	26	27	28	29	30			1
	-			-		+		<u>+</u> '
-	2	3	4	5	6	44144	Witness deville Pales	+
Nov. 2020	9	10	11	12	13	11/11	Veterans day Holiday	+
Nov 2020	16	17 24	18	19	20 <b>27</b>	11/25	Minimum Day for Students and Classified Staff	1
	23		25	26		<del>-</del>	Thanksgiving Holiday	1
	30	1	2	3	4	12/18	End of 2nd Quarter (42 days)	+
Dec 2020	7	8	9	10	11	12/18	End of 1st Semester (88 days)	+
	14	15	16	17	18	12/18	Minimum Day for Students and Classified Staff	+
-	21	22	23	24	25	12/21-1/1	Winter Break	1
	28	29	30	31	1	12/21-1/1	Winter Break	-
	4	5	6	7	8	1/4	Teacher Prep Day (Non Student Day)	
Jan 2021	11	12	13	14	15			
· · · · · · · · · · · · · · · · · · ·	18	19	20	21	22	1/18	Martin Luther King Holiday	
	25	26	27	28	29			1
	1	2	3	4	5			
Feb 2021	8	9	10	11	12			
1002021	15	16	17	18	19	2/15-2/19	Presidents' Holiday	
	22	23	24	25	26	2/22	Professional Development Day (Non Student Day)	1
	1	2	3	4	5			T
	8	9	10	11	12	3/12	End of 3rd Quarter (42 days)	
March 2021	15	16	17	18	19			
	22	23	24	25	26			2
-	29	30	31	1	2			T
	5	6	7	8	9	4/9	Minimum Day for Students and Classified Staff	T
A! 0004	12	13	14	15	16	4/12-4/16	Spring Break	Ť
April 2021	19	20	21	22	23			
	26	27	28	29	30			•
	3	4	5	6	7			T
-	10	11	12	13	14	5/28	End of 4nd Quarter ( 50 days)	t
May 2021	17	18	19	20	21	5/28	End of 2nd Semester ( 92 days)	t
	24	25	26	27	28	5/28	Last Day of School	+
	31			<u>-</u> .		5/31	Memorial Day	:
	First Day of	School					Breaks	ť
	-	l Developme	nt Day/Teac	her Pren Dr	av.		Holiday (8 total)	+
	Welcome	n Developine	in Day/ IEdu	indi i iep Da	ı y		Local Holiday (5 total)	+
	AACICOLLIC						Local Hollday (5 total)	

	Pac	ITIC GI	ove l	Juitie	a Scl	nool D	istrict - 2021-2022	
180 Day Sch	ool Calenda	r				Date	Event	
	М	T	W	TH	F			
July 2021	26	27	28	29	30	7/30	New Hire Orientation	
	2	3	4	5	6	8/2	Professional Development Day (Non Student Day)	
	9	10	11	12	13	8/3	Welcome	
Aug 2021	16	17	18	19	20	8/4	Teacher Prep Day (Non Student Day)	
	23	24	25	26	27	8/5	First Day of School	19
	30	31	1	2	3			
	6	7	8	9	10	9/6	Labor Day Holiday	
Sept 2021	13	14	15	16	17			
Ocpt 2021	20	21	22	23	24			21
	27	28	29	30	1	10/2	Butterfly Parade	
	4	5	6	7	8	10/8	End of 1st Quarter (46 days)	
Oct 2021	11	12	13	14	15	10/11-10/15	Fall Break	
OCI 2021	18	19	20	21	22			
	25	26	27	28	29			16
	1	2	3	4	5			
	8	9	10	11	12	10/11	Veterans day Holiday	
Nov 2021	15	16	17	18	19	11/24	Minimum Day for Students and Classified Staff	
	22	23	24	25	26	11/25-11/26	Thanksgiving Holiday	19
	29	30	1	2	3			
	6	7	8	9	10	12/17	End of 2nd Quarter (42 days)	
Dec 2021	13	14	15	16	17	12/17	End of 1st Semester (88 days)	
Dec 2021	20	21	22	23	24	12/17	Minimum Day for Students and Classified Staff	
	27	28	29	30	31	12/20-1/3	Winter Break	13
Jan 2022	3	4	5	6	7	12/21-1/3	Winter Break	
	10	11	12	13	14			
	17	18	19	20	21	1/17	Martin Luther King Holiday	
	24	25	26	27	28			19
	31	1	2	3	4			
Feb 2022	7	8	9	10	11			
	14	15	16	17	18	2/14-2/18	Presidents' Holiday	
	21	22	23	24	25	2/21	Professional Development Day (Non Student Day)	14
	28	1	2	3	4			
	7	8	9	10	11	3/11	End of 3rd Quarter (42 days)	
Manah 0000	14	15	16	17	18			
March 2022	21	22	23	24	25			23
	28	29	30	31	1			
	4	5	6	7	8	4/8	Minimum Day for Students and Classified Staff	
A!! 0000	11	12	13	14	15	4/11-4/15	Spring Break	
April 2022	18	19	20	21	22			
	25	26	27	28	29			16
	2	3	4	5	6	5/27	End of 4nd Quarter ( 50 days)	
	9	10	11	12	13	5/27	End of 2nd Semester ( 92 days)	
May 2022	16	17	18	19	20	5/27	Last Day of School	
	23	24	25	26	27	5/30	Memorial Day	
	30	31				5/31	Teacher Prep Day (Non Student Day)	20
	First Day of	School					Breaks	
	Professional		nt Day/Teac	her Prep Da	ay		Holiday (8 total)	
	Welcome	, -	,		Ī		Local Holiday (5 total)	
	Minimum Da	y for Studen	ts and Class	sified Staff (	4 total)		, ,	
185 Work D	ı ays - Curren	-				w Teachers	Instructional Days	180

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT

# AUXILIARY PERSONNEL

Date	Degree of Progress (When appropriate)
Position	Assessment Techniques
EmployeeSchool(s)	Employment Performance Objective

# 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 AUXILIARY SERVICES PERSONNEL OBSERVATION FORM

Emple	oyee	Position		
Time	to	Date		
1.	Activity being observed:			8
2.	Auxiliary services employee objective:		£	
3.	Strengths of employee;		8	×
4.	Areas of improvement:			
5.	Comments, recommendations, etc.:			





Evaluatee:	School:	Date:				
Evaluator:	Grade/Subj:					
Check one: Proba	tionary 1 Probationary 2	Temporary Permanent				
course of this evaluation. A	at results from a significant recurring problem no a supportive statement, which includes suggestion supportive statement delineating conditions that	ns for improvement, must be included.				
	Professional Performance	e Standards				
	1. Standard-Guidance Curriculum	- Applies to Secondary Counselors Only				
Satisfactory/ Meets Standards	<ul> <li>Provides guidance in a systematic wa application of skills learned.</li> </ul>	vay for the purpose of skill development and				
Conditional		Profile each student in the caseload, including academic standing, credit status, attendance patterns and school citizenship; monitor students appropriately and keep				
Unsatisfactory/ Does Not Meet Standards		assessments. At the high school, facilitate and sments.				
	Regular academic review of students	s as needed.				
	Build individual student schedules the	hat respond to the student needs and goals.				
Comments:						



	2. Standard Small Group and Individual Counseling					
Satisfactory/ Meets Standards	Assist students in planning, monitoring and managing their educational, personal, social and career development goals					
Conditional	Uses appropriate content and materials for grade level					
Unsatisfactory/	• Establishes rapport with the students.					
Does Not Meet Standards	Delivers guidance and lessons effectively.					
Standards	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.					
Comments:	Is current with recent counseling research and methodologies.					
	3. Standard-Prevention and Intervention Services					
Satisfactory/ Meets Standards	<ul> <li>Addresses the concerns of learners.</li> <li>Demonstrates appropriate involvement with student review teams and utilizes a team approach to problem solving.</li> </ul>					
☐ Conditional ☐ Unsatisfactory/	Assists in implementation and support of conflict resolution and mediation groups/programs.					
Does Not Meet Standards	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					
Comments:						



		4. Standard-Consultation and Collaboration, Program Coordination
		<ul> <li>Establishes professional relationships with staff, parents and students.</li> </ul>
		<ul> <li>Provides knowledge and support of site and district programs for student services</li> </ul>
	Satisfactory/	• Presents reports in a clear concise manner.
	Meets Standards	<ul> <li>Promotes counseling and guidance programs to students, parents and staff.</li> </ul>
П	Conditional	• Establishes a calendar of guidance or counseling activities.
		<ul> <li>Provides assistance in guidance related staff in-services.</li> </ul>
	Unsatisfactory/	<ul> <li>Promotes equity and access for all students.</li> </ul>
	Does Not Meet Standards	<ul> <li>Advocates for student needs.</li> </ul>
	Standards	
Con	nments:	



Emplo	yee Name		
Lilipio	yee ivanie		
	Satisfactory/Meets Standards		
	Conditional		
	Unsatisfactory/Does Not Meet Standa	ards	
docum	of this document will be filed in your personnel ent and to have your own written comments atta- nel office within ten (10) working days of the fo	ched. Any such written comments should	•
	Evaluator's Signature	Date	
I have ratings	received a copy of this evaluation report. Signing.	g this form does not necessarily mean that	I agree with the
	Evaluatee's Signature	Date	



Evaluatee:	School:		Date:
Evaluator:	Grade/Sub	oj:	
Check one: Probationary	Probationary 2	Temporary	Permanent
<u>Unsatisfactory</u> is a rating that resul course of this evaluation. A support <u>Conditional</u> must include a support	tive statement, which includes su	uggestions for improveme	ent, must be included.
	Professional Peri	formance Areas	
Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>suspected disability and second control of the second</li></ul>	ning needs (strengths and verecommends appropriate ram to develop IEP's consifederal regulations govern	weaknesses), assesses in all areas of remedial strategies.  istent with student's needs.  ning special education with specific lities Education Act requirements.
Comments			



		Communication Skills	
0	Satisfactory/ Meets Standards	s constructive and cooperative in into	eractions with parents and receptive to their
0	Conditional	Communicates with other profession chool community.	al staff and consults effectively with the wider
O	Unsatisfactory/ Does Not Meet Standards	Reports and interprets test results and understood by non-specialists and us	other student data in ways that can be ed to facilitate student growth.
		nterprets student records clearly for ther authorized personnel.	students, parents, teachers, administrators, and
Co	mments		
		STRUCTIONAL PRACTICE	
O	Satisfactory/ Meets Standards	Creates an environment that promote nvolvement.	s team participation, learning, and
0	Conditional	Uses appropriate techniques to facilit	ate Team process.
0	Unsatisfactory/ Does Not Meet Standards		
Con	nments		



0	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>4. DIAGNSTIC ASSESSMENT/EVALUATIONS</li> <li>Administers, scores, and interprets results of psycho-educational measures o r assessment and recommends remediation or treatment.</li> <li>Demonstrates knowledge of a wide variety of assessments.</li> <li>Writes clear and concise reports and educational recommendations.</li> <li>Presents assessment reports in a clear concise manner.</li> </ul>					
Comments							
0	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>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.</li> <li>Demonstrates the day-to-day ability to anticipate and to resolve problems and crises.</li> </ul>					
Com	nments						

Satisfactory/ Meets Standards	6 Professionlism			
Conditional	Responsibly meets professional obligations in regard to punctuality, attendance, and assigned routine duties.			
Unsatisfactory/ Does Not Meet	Shares responsibility for accomplishing the goals and priorities of grade, team, department, school site and the Pacific Grove Unified School District.			
Standards	Is a reflective and continuous learner.			
	Speaks professionally about students and families.			
Comments				

### PACIFIC GROVE UNIFIED SCHOOL DISTRICT A PARTNERSHIP IN EXCELLENCE

# Pacific Grove Unified School District

Emplo	yee Name						
	Satisfactory/Meets Standards						
$\bigcirc$	Conditional						
	Unsatisfactory/Does Not Meet Standards						
docum		el file. You are entitled to review and comment upon this ached. Any such written comments should be submitted ollowing date.					
	Evaluator's Signature	Date					
I have ratings		ng this form does not necessarily mean that I agree with t	the				
	Evaluatee's Signature	Date					



# **Speech and Language Therapist Evaluation**

Evaluatee:	School:	Select School	Date:					
Evaluator: Grade/Subj:								
Check one: Probationary	Probationary 2	Temporary	Permanent					
<u>Unsatisfactory</u> 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. <u>Conditional</u> must include a supportive statement delineating conditions that must be met to produce satisfactory results.								
Professional Performance Areas								
Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards  1. Standard-Engaging and Supporting ALL Students in Learning  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								



### **Speech and Language Therapist Evaluation**

		2. Standard- Creating & Maintaining Effective Environments for Student Learning
0 0	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>Creates a physical environment that engages students.</li> <li>Establishes a climate that promotes fairness and respect.</li> <li>Promotes speech development and group/individual responsibility.</li> <li>Establishes and maintains standards for student behavior.</li> <li>Plans and implements procedures and routines that support communication skills.</li> <li>Uses instructional time effectively.</li> </ul>
Con	nments	
		3. Standard- Understands & Organizes Goals and Objectives/Lessons for Student Learning.
O	Satisfactory/ Meets Standards	Creates an environment that promotes team participation, learning, and involvement.
0	Conditional	Selects and organizes Speech Therapy materials that match students' current needs and developmental level.
O	Unsatisfactory/ Does Not Meet Standards	Develops student understanding through instructional strategies that are appropriate to students' goals and objectives.  Leave time leave time to students.
		<ul> <li>Insures timely compliance with IEP and assessment requirements.</li> <li>Uses materials, resources and technologies to facilitate student achievement of goals and objectives.</li> </ul>
Con	nments	



### **Speech and Language Therapist Evaluation**

O O O	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	4. Standard- Planning Instruction & Designing Learning Experiences for ALL Students  • Draws on and values students' 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.
		5. Standard- Assessing Student Learning
0	Satisfactory/ Meets Standards Conditional	<ul> <li>Assesses Speech and Language performance of students referred and develops appropriate assessment reports.</li> <li>Completes Individualized Education Plans with appropriate goals and objectives for qualified students.</li> </ul>
		Uses the results of assessments to guide instruction.
	Unsatisfactory/ Does Not Meet	Demonstrates a knowledge and use of a wide range of appropriate assessments.
	Standards	Monitors and communicates student progress.
		Complies with state and federal regulations governing special education with specific attention to time lines and Individuals with Disabilities Education Act.
Con	nments	

Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>6. Standard- Developing as a Professional Speech &amp; Language Pathologist</li> <li>Reflects on therapy practice and plans professional development.</li> <li>Establishes professional goals and pursues opportunities to grow professionally.</li> <li>Works with colleagues to improve professional practice.</li> <li>Balances professional responsibilities and maintains motivation.</li> <li>Establishes professional relationships with staff, parents and students.</li> </ul>
Comments	



### **Speech and Language Therapist Evaluation**

Emplo	yee Name		
	Satisfactory/Meets Standards		
	Conditional		
	Unsatisfactory/Does Not Meet Standar	rds	
docum		file. You are entitled to review and comment upon ched. Any such written comments should be submit lowing date.	
	Evaluator's Signature	Date	
I have	1	g this form does not necessarily mean that I agree w	ith the
	Evaluatee's Signature	Date	

# fic Grove Unified School District

 $C_{alifornia}$   $P_{rofessional}$   $S_{tandards}$  for  $E_{ducational}$   $L_{eaders}$ Initial Management Personnel Evaluation (Fall Planning)

	Areas for Growth																						
Date:		A Vision Of Learning	Facilitate the development of a shared vision for the achievement of all students based upon data from multiple	measures of student rearming and refevant quantative indicators.	Communicate and implement the shared vision so the entire school community understands and acts on the	mission of the school as a standards-based education	System.  Leverage and marshal sufficient resources to implement	and attain the vision for all students and all sub groups of students.	Identify and address any barriers to accomplishing the vision.	Shape school programs, plans, and activities to ensure	integration, articulation and consistency with the vision.	Ose the inititence of diversity to improve teaching and learning.	The School Culture and Instructional Program	Create an accountability system of teaching and learning	based on student learning standards.	Utilize multiple assessment measures to evaluate student	learning to drive an ongoing process of inquiry focused on	improving the learning of all students and all subgroups of students.	Shape a culture where high expectations for all students	and for all subgroups of students is the core purpose.	Guide and support the long-term professional	development of all staff consistent with the ongoing effort	to improve the learning of all students relative to the
Name:	Strengths		•		•		•		•	•	•			•					•				

Initial Management Personnel Evaluation (Fall Planning) Revised June 2013

ts d	that s in and and and dent hers ient, and iing	
<ul> <li>Promote equity, fairness, and respect among all members of the school community.</li> <li>Provide opportunities for all members of the school community to develop and use skills in collaboration, leadership, and shared responsibility.</li> <li>Facilitate the use of appropriate learning materials and learning strategies which include the following: students as active learners, a variety of appropriate materials and strategies, the use of reflection and inquiry, an emphasis on quality vs. quantity, and appropriate and effective technology.</li> </ul>	<ul> <li>The Learning Environment</li> <li>Monitor and evaluate the program and staff at the site.</li> <li>Establish school structures, patterns, and processes that support student learning.</li> <li>Manage legal and contractual agreements and records in ways that foster a professional work environment and secure privacy and confidentiality for all students and staff.</li> <li>Align fiscal, human and material resources to support the learning of all students and groups of students.</li> <li>Sustain a safe, efficient, clean, well-maintained and productive school environment that nurtures student learning and supports the professional growth of teachers and support staff.</li> <li>Utilize the principles of systems management, organizational development, problem solving, and decision-making techniques fairly and effectively.</li> <li>Utilize effective and nurturing practices in establishing student behavior management systems.</li> </ul>	The Community
	106	

<ul> <li>Incorporate information about family and community expectations into school decision-making and activities.</li> <li>Recognize and respect the goals and aspirations of diverse family and community groups.</li> <li>Treat diverse community stakeholder groups with fairness and respect.</li> <li>Support the equitable success of all students and all subgroups of students through the mobilization and leveraging of community support services.</li> <li>Strengthen the school through the establishment of community, business, institutional, and civic partnerships.</li> <li>Communicate information about the school on a regular and predictable basis though a variety of media and modes.</li> </ul>	<ul> <li>Personal Ethics and Leadership change management, planning, conflict management, and evaluation.</li> <li>Model personal and professional ethics, integrity, justice, and fairness and expect the same behaviors from others.</li> <li>Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity.</li> <li>Reflect on personal leadership practices and recognize their impact and influence on the performance of others.</li> <li>Encourage and inspire others to higher levels of performance, commitment, and motivation.</li> <li>Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.</li> <li>Engage in professional and personal development.</li> <li>Demonstrate knowledge of the curriculum and the ability to integrate and articulate programs throughout the grades.</li> <li>Use the influence of the office to enhance the educational program rather than for personal gain.</li> <li>Protect the rights and confidentiality of students and staff.</li> </ul>	Operating Within A Larger Context     Ensure that the school operates consistently within the
		•

	Date
<ul> <li>Generate support for the school by two-way communication with key decision-makers in the school community.</li> <li>Work with the governing board and district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.</li> <li>Influence and support public policies that ensure the equitable distribution of resources, and support for all subgroups of students.</li> </ul>	Evaluator's Signature
108	Evaluatee's Signature



Evaluatee:		School:		Date:
Evaluator:		Grade/Sul	bj:	
Check one:	Probationary	1 Probationary 2	Temporary	Permanent
course of this e	valuation. A suppor	ts from a significant recurring p tive statement, which includes s ive statement delineating condi	suggestions for improveme	ent, must be included.
Cal	ifornia Stand	lards for the Teachi	ng Profession Pe	rformance Areas
Number of S Lesson Object		Time: From To		
Focus Califo	rnia Academic S	tandard(s) and Activities:		
Method to A	ssess Student Le	arning:		
☐ Conditi	onal factory/ lot Meet	<ul> <li>Connecting learning to st interests</li> <li>Using student achievement individuals and whole grown connecting subject mattered.</li> <li>Using a variety of instruct students' diverse learning.</li> <li>Promoting critical thinking.</li> </ul>	ents to engage them in lear udents' prior knowledge, b nt data, on a regular basis, oups or to meaningful, real-life contional strategies, resources	to inform instruction for ontexts , and technologies to meet and technologies and reflection
Comments:				



	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</li> <li>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>Creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>Developing, communicating, and maintaining high standards for individual and group behavior</li> <li>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</li> <li>Using instructional time to optimize learning</li> </ul>
Con	nments:	
		UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT
	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li>Organizing curriculum to facilitate student understanding of the subject matter</li> <li>Utilizing instructional strategies that are appropriate to the subject matter</li> <li>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li>Addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ul>
Con	nments:	



☐ Satisfactory/ Meets Standards ☐ Conditional ☐ Unsatisfactory/ Does Not Meet Standards	<ul> <li>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</li> <li>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>Establishing and articulating goals for student learning</li> <li>Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
Comments:	
Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards  Comments:	<ul> <li>ASSESSING STUDENTS FOR LEARNING</li> <li>Applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>Collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>Reviewing data, both individually and with colleagues, to monitor student learning</li> <li>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>Involving all students in self-assessment, goal setting, and monitoring progress</li> <li>Using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>Using assessment information to share timely and comprehensible feedback with students and their families</li> </ul>



☐ Satisfactory/ Meets Standards ☐ Conditional ☐ Unsatisfactory/ Does Not Meet Standards	<ul> <li>DEVELOPING AS A PROFESSIONAL EDUCATOR *</li> <li>Reflecting on teaching practice in support of student learning</li> <li>Establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>Working with families to support student learning</li> <li>Engaging local communities in support of the instructional program</li> <li>Managing professional responsibilities to maintain motivation and commitment to all students</li> <li>Demonstrating professional responsibility, integrity, and ethical conduct</li> <li>*May not be reflected in this observation</li> </ul>					
Comments:	<u> </u>					
	Comments.					
Overall Comments, Comme	ndations, and Recommendations:					



The 1	final rating of evaluation categories as	sessed in this evaluation is:
	Satisfactory/Meets Standards	
	Conditional	
	<b>Unsatisfactory/Does Not Meet Stand</b>	ards
docun		el file. You are entitled to review and comment upon this ached. Any such written comments should be submitted to the following date.
	Evaluator's Signature	Date
I have	1.	ng this form does not necessarily mean that I agree with the
	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.



Evaluatee: _		School: _		Date:			
Evaluator:		Grade/Subj	j <b>:</b>				
Check one:	Probationary 1	Probationary 2	Temporary	Permanent			
course of this eva	aluation. A supportive	rom a significant recurring pro e statement, which includes su statement delineating condition	ggestions for improvemen				
Cali	fornia Standaı	rds for the Teachin	g Profession Per	rformance Areas			
Meets St  Condition Unsatisfation Does No	□ Satisfactory/ Meets Standards □ Conditional □ Unsatisfactory/ Does Not Meet Standards □ Using student achievement data, on a regular basis, to inform instruction for individuals and whole groups □ Unsatisfactory/ Does Not Meet Standards □ Promoting critical thinking through inquiry, problem solving, and reflection ■ Monitoring student learning and adjusting instruction while teaching						
Comments:							



	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</li> <li>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>Creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>Developing, communicating, and maintaining high standards for individual and group behavior</li> <li>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</li> <li>Using instructional time to optimize learning</li> </ul>
Com	iments:	
Com	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</li> <li>Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li>Organizing curriculum to facilitate student understanding of the subject matter</li> <li>Utilizing instructional strategies that are appropriate to the subject matter</li> <li>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li>Addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ul>



	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</li> <li>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>Establishing and articulating goals for student learning</li> <li>Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
Com	ments:	
Com	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>ASSESSING STUDENTS FOR LEARNING</li> <li>Applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>Collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>Reviewing data, both individually and with colleagues, to monitor student learning</li> <li>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>Involving all students in self-assessment, goal setting, and monitoring progress</li> <li>Using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>Using assessment information to share timely and comprehensible feedback with students and their families</li> </ul>



<ul> <li>□ Satisfactory/         Meets Standards</li> <li>□ Conditional</li> <li>□ Unsatisfactory/         Does Not Meet         Standards</li> </ul>	<ul> <li>DEVELOPING AS A PROFESSIONAL EDUCATOR *</li> <li>Reflecting on teaching practice in support of student learning</li> <li>Establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>Working with families to support student learning</li> <li>Engaging local communities in support of the instructional program</li> <li>Managing professional responsibilities to maintain motivation and commitment to all students</li> <li>Demonstrating professional responsibility, integrity, and ethical conduct</li> <li>*May not be reflected in this observation</li> </ul>				
Comments					
Comments:					
Overall Comments, Comments	ndations, and Recommendations:				



ratings.

### Pacific Grove Unified School District Mid-Year Progress Evaluation Summary

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

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.

Date

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

Evaluatee's Signature

### Final Certificated Evaluation Report, \_\_\_\_\_ School Year

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.								
California Stan	dards for the Teachin	g Profession Pe	erformance Areas					
□ Satisfactory/ Meets Standards □ Conditional □ Unsatisfactory/ Does Not Meet Standards □ Using knowledge of students to engage them in learning • Using knowledge of 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								
Comments:								

		CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>Creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>Developing, communicating, and maintaining high standards for individual and group behavior</li> <li>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</li> <li>Using instructional time to optimize learning</li> </ul>
Com	iments:	
		UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
	Satisfactory/ Meets Standards	Demonstrating knowledge of subject matter, academic content standards, and
	Conditional	curriculum frameworks     Applying knowledge of student development and proficiencies to ensure student understanding of subject metter.
	Unsatisfactory/ Does Not Meet Standards	<ul> <li>understanding of subject matter</li> <li>Organizing curriculum to facilitate student understanding of the subject matter</li> <li>Utilizing instructional strategies that are appropriate to the subject matter</li> <li>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li>Addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ul>
Com	ments:	

	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</li> <li>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>Establishing and articulating goals for student learning</li> <li>Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
Com	ments:	
		ASSESSING STUDENTS FOR LEARNING
	Satisfactory/ Meets Standards  Conditional  Unsatisfactory/ Does Not Meet Standards	<ul> <li>Applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>Collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>Reviewing data, both individually and with colleagues, to monitor student learning</li> <li>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>Involving all students in self-assessment, goal setting, and monitoring progress</li> <li>Using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>Using assessment information to share timely and comprehensible feedback with students and their families</li> </ul>
Com	ments:	

	DEVELOPING AS A PROFESSIONAL EDUCATOR
<ul> <li>□ Satisfactory/ Meets Standards</li> <li>□ Conditional</li> <li>□ Unsatisfactory/ Does Not Meet Standards</li> </ul>	<ul> <li>Reflecting on teaching practice in support of student learning</li> <li>Establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>Working with families to support student learning</li> <li>Engaging local communities in support of the instructional program</li> <li>Managing professional responsibilities to maintain motivation and commitment to all students</li> <li>Demonstrating professional responsibility, integrity, and ethical conduct</li> </ul>
Comments:	
Overall Commendations:	
Overall Recommendations	

1 ne	final rating of evaluation categories ass	sessed in this evaluation is:
	Satisfactory/Meets Standards *1	
	Conditional *2	
	<b>Unsatisfactory/Does Not Meet Stand</b>	ards *3
Eval	uatee's Statement (attach additional pages as	s needed):
docur		el file. You are entitled to review and comment upon this ached. Any such written comments should be submitted to the ollowing date.
	Principal's Signature	Date
I have		ng this form does not necessarily mean that I agree with the
	Teacher's Signature	Date
	e criteria are based on state law (Education Code) P). Please consult the CSTP for further elaboration	and the California Standards for the Teaching Profession on in each topic area.
*2 Se	ee Article IX, Section K for Extended Evaluate Article IX, Section E regarding assistance ee Article IX, Section F regarding Education	plans

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT Extended Evaluation – Professional Growth Plan

Date_	Degree of Progress (Summary of Activity)					
Position	vities Date of Activity					
EmployeeSchool(s)	Employee Professional Growth Activities (List summary of activities)					

### 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 with the assessment.	this form does not necessarily m	ean that I agree
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		Pate
Evaluate	2	
Evaluator	D	Pate

### 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	
Evaluator	Date

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

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

I have received a copy of this evaluation report. Signi with the response.	ng this form does not necessarily n	nean that I agree
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		

## 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	
= 2b. o. B (moe 10	2.g.iaure of Greenin	
	<u> </u>	
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
	isfied with the decision rendered in the previous level. Attach juired at previous level or levels. Include specific remedy
Date of receipt of appeal form	Signature of Grievant

Date of receipt of appeal form

### 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.
Sup	perintendent's Recommendation for Approval:
Dat	teSuperintendent
Dat	te of Board Approval

### PACIFIC GROVE UNIFIED SCHOOL DISTRICT

### CONSULTANCY AGREEMENT

AGRI 	GREEMENT made by Pacific Grove Unified School District of Moi	nterey County, California and
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 A period of one year each.	greement successive
4.	. <u>Services by Consultant</u> : The Consultant agrees to furnish fortune described in paragraph 1 above, at a time and place mutually a	
5.	. <u>Compensation</u> : The District shall pay a maximum of \$ \$ for each day of completed service. The schedule of arranged between the District and the Consultant.	
6.	· ·	Consultant that it does for the full
		E UNIFIED SCHOOL DISTRICT
	Date	

Initial Request	Final Request

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

lame		School and Assignments	Date	
	<b>Application Request</b>			
	I requestunits in the following area:			
	Educational Travel Action Research	Lower Division Course WorkCurriculum Development	Other Activities Self-directed study	
	I want to apply these units to	Column Advance	Inservice Release	
•	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)			
II.	PGRB Action:	units are recommended		
	Date	PGRB Chairperson		
V.	Superintendent Action:			
	ApprovedD	enied		
	Additional information requested by Superintendent			
			Superintendent Signatu	
7.	Final review of evidence of satisfa	actory completion		
	ApprovedI	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		
В.	Superintendent Recommendation		
	Date: Superintendent		
	$\square$ Recommend approval $\square$ Do not recommend approval		
$\mathbf{C}$	Date of Roard Action:		

PA	CIFIC GROVE UNI		L DISTRICT	<del></del>	
		0 STIPENDS	and the second second second second second		
	HIGH SC	HOOL-TIER I			
POSITION	TIME	ETERNA	1ST/2ND	3RD/4TH	5+
Athletic Director	Teacher-Year	Funded 1.0	YEAR \$6,194	YEAR \$6,659	YEARS \$7,158
Attrictic Director	reacher-real	1.0	Ψ0,154	\$0,009	φ1,100
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)		<del>-</del> ·	<u> </u>	<u> </u>	
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
	Ocason	1.0	Ψ2,004	Ψ2,000	φ3, 102
Boys Basketball (11/1-3/1)	<u> </u>	•		I	
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
J\	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
	1 0000011	1.0	Ψ2,004	Ψ2,000	ψο, τοε
Track (2/1-6/1)	T				
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistants	Season	2.0	\$2,684	\$2,886	\$3,102
Sanar (44/4, 0/4)					
Soccer (11/1-3/1)	Coccon	1.0	<u> </u>	#2.00F	Φ4.00 <i>E</i>
Varsity Boys JV Boys	Season Season	1.0	\$3,717	\$3,995	\$4,295
Varsity Girls	Season	1.0	\$2,684 \$3,717	\$2,886	\$3,102
JV Girls	Season	1.0	\$3,717 \$2,684	\$3,995	\$4,295
OV CHIC	Deason	1.0	ψ <u>ζ,</u> υο <del>4</del>	\$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

PACI	FIC GROVE UN		L DISTRICT	=	
		20 STIPENDS	∎eĥ e-mala e la Marina en ma	o Thankan Basa a New Arres &	
	HIGH SU	CHOOL-TIER I		Landaria de la companya de la compa	
DOCUTION		FIE	1ST/2ND	3RD/4TH	5+
POSITION	TIME	Funded	YEAR	YEAR	YEARS
Cross Country (9/1-12/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Assistant	Season	Ø	\$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	<u> </u>				
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
	erates remaining	E COLLOOL		ra en háltamentak ar na 1924 (h. 1787). (h.	
	ועטוואו	E SCHOOL : FTE	ACT/OND	Landyatu	
POSITION	TIME	Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Athletic Director	Teacher-Year	1.0	\$2,643	\$2,841	\$3,054
Volleyball Girls					<u></u>
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
	0000011	1.0	ψ1,100	ψ1,240	Ψ1,000
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	<u> </u>				··· · ·
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	Ø	\$1,156	\$1,243	\$1,336
Socoar					
Soccer Boys	Scores	. 40	Q4 4E0	64.040	<b>04.000</b>
Girls	Season	1.0	\$1,156 \$1,156	\$1,243	\$1,336
Ollio	Season	1.0	\$1,156	\$1,243	\$1,336

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2019/2020 STIPENDS					
	MIDD	LE SCHOOL			
		###FTE / 4.F	1ST/2ND	3RD/4TH	5+
POSITION	TIME	Funded	YEAR	YÉAR	YEARS
Track	Season	1.0	\$1,156	\$1,243	\$1,336
Cross Country	Season	1.0	\$1,156	\$1,243	\$1,336
Golf	Season	Ø	\$1,156	\$1,243	\$1,336
Tennis	Season	Ø	\$1,156	\$1,243	\$1,336
	OTHED EACT	OR ASSIGNM	ENTO SECTION		
	CHIENTACI	ON AGGIGINIII	1ST/2ND	3RD/4TH	5+
POSITION	TIME	Funded	YEAR	YEAR	YEARS
HS Musical			iada ay da <b>in Pasi</b> Ni Nyasay y	- 004-21-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
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	1			<u> </u>	
Director	Fall	1.0	\$2,610	\$2,806	\$3,016
Director.	1 211	1.0	φ2,010	φ2,600	\$3,010
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
110 Opini Oquad / Cavisor	reacher-rear	1.0	Ψ2,090	φ2,793	φ3,002
HS Dance Squad Advisor	Teacher-Year	1.0	\$2,598	\$2,793	\$3,002
Newspaper Advisor	Teacher-Year	Ø	\$2,598	\$2,793	\$3,002
No and a second					
Yearbook Advisor	77	4.5	44		<u> </u>
High School** Middle School	Teacher-Year	1.0	\$4,749	\$5,105	\$5,488
Middle Scriool	Teacher-Year	1.0	\$1,652	\$1,776	\$1,909
Middle School Paper Advisor	Work-Year	Ø	\$595	\$639	\$687
MS Noon Act. Dir	Year	1.0	\$2,610	\$2,806	\$3,016
Middle School Musical Advisor	Work-Year	Ø	\$2,552	\$2,743	\$2,949
0.					
Stage Crew	Work-Year	Ø	\$892	\$959	\$1,031
Middle School Spirit Squad Advisor	Work-Year	Ø	\$1,334	\$1,434	\$1,542
Middle School Student Gov	Work-Year	Ø	\$2,965	\$3,187	\$3,426

PACI	FIC GROVE UN	IIFIED SCHOO	L DISTRICT	-	
	2019/20	20 STIPENDS			
	OTHER FACT	OR ASSIGNM	ENTS		
		FIELD	1ST/2ND	3RD/4TH	5+ ×
POSITION	TIME	Funded	YEAR	YEAR	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	71. 72.	\$16,52		
Special Assignment Rate	Per Hour		\$12.24		
Science Camp /Over Night Camp					
Trips	5 days @		ļ		
4 teachers / 20 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 feasable for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceeed \$10,000 per year. MOU 5/16/17

Curriculum Coordinator - The stipend for all secondary curriulum 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.)

Song Chin-Bendib, Asst Superintendent/Business Mgr

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 2021/2022 STIPENDS						
FTE 1ST/2ND 3RD/4TH 5+ POSITION TIME Funded YEAR YEARS						
Lead Teacher Community High	Work-Year	1.0	\$8,177			
Teacher Instructional Hourly Rate	Per Hour		\$51.30			
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 feasable for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceeed \$10,000 per year. MOU 5/16/17

Curriculum Coordinator - The stipend for all secondary curriulum 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.)

Song Chin-Bendib, Asst Superintendent/CBO

26/2021

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)	(Patrick Perry)			
Susan Nine, PGTA Co-President	Patrick Perry, Superintendent PGUSD			
7/12/05	7/12/05			
Date	Date			

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT STATE PRESCHOOL TEACHER SALARY SCHEDULE 2020/2021

187 Work Days					
	A	В	С		
STEP					
11	39288	41072	44647		
2	41072	42877	46417		
3	42877	44646	48237		
4	44646	46417	50026		
5	46417	48237	51795		
6	48237	50026	53556		
7	48237	51795	55382		
8	48237	53556	57190		
9	48237	55382	58968		
10	48237	55382	60749		
Masters Degree \$1,000.00 eff. 15/16 masters stipend increase to \$2,000					
A	Associate Teacher Title Authorization on Child Development Permit Matrix				
В	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, Increase effect. 7/1/2020 from \$3,350 to \$4,700 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, \*\*20/21 COVID-19 Sal Schedule Increased by two days, 2.27% Base Salary Inc. eff 7/1/2020

Date

Song Shin-Bendib, Asst Superintendent/ CBO

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT STATE PRESCHOOL TEACHER SALARY SCHEDULE 2020/2021

187 Work Days						
	Α	В	C			
STEP			-			
1	38416	40161	43656			
2	40161	41925	45386			
3	41925	43655	47166			
4	43655	45386	48915			
5	45386	47166	50646			
6	47166	48915	52367			
7	47166	50646	54153			
8	47166	52367	55921			
9	47166	54153	57659			
10	47166	54153	59400			
Masters Degree \$1,000.	00 eff. 15/16 masters stipend	I increase to \$2,000				
Ā		Associate Teacher Title Authorization on Child Development Permit Matrix				
В	Teacher Title Authorization on Child Development Permit Matrix					

<sup>\*</sup>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.

Master Teacher Title Authorization on Child Development Permit Matrix

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, \*\*20/21 COVID-19 Sal Schedule Increased by two days

Date S

Song Chin-Bendib, Asst Superintendent/ CBO

<sup>\*\*</sup>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.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT STATE PRESCHOOL TEACHER SALARY SCHEDULE 2021/2022\*

*Pending Negotiations							
185 Work Days							
A B C							
STEP							
1	38868	40633	44169				
2	40633	42419	45920				
3	42419	44168	47721				
4	44168	45920	49490				
5	45920	47721	51241				
6	47721	49490	52983				
7	47721	51241	54790				
8	47721	52983	56579				
9	47721	54790	58337				
10	47721	54790	60099				
Masters Degree \$1,000	.00 eff. 15/16 masters stipend	increase to \$2.000	<u> </u>				
A							
В	Teacher Title Authorization on Child Development Permit Matrix						

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

C

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.

Master Teacher Title Authorization on Child Development Permit Matrix

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, 2.27% Base Salary inc. eff. 7/1/20

Date

Song Chin-Bendib, Asst Superintendent/ CBO

<sup>\*\*</sup>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.

# 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)."

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

5/19/2020
5/19/2020
un 5-18-20
5/18/2020
5/19/20
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.

Jated: May 19, 2020

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

DISTRICT	Date	PGTA	Date
Matthe D_	05/19/2020	WATNING	5/19/2020
Oso Silva		faren ferry	5/19/20
Billie Mankey	05/19/2020	TCB	5/19/20
Buck Roggemen	5/19/2020	Tall .	5/19/2020
		Jane Le Marco	5/19/2020
	11 18 5	DA 5:	19/2 <del>020</del>
2	2500 - 4	Janes De Jem	
0 92		The state of the s	***************************************

# TENTATIVE AGREEMENT BETWEEN PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND PACIFIC GROVE TEACHERS ASSOCIATION May 24, 2021

The District and PGTA agree to resolve all issues in negotiations for the 2020-21 school year on the following terms:

- 1. Except as we otherwise agree, all provisions of the current collective bargaining agreement will continue without modification.
- 2. For the 2020-21 school year, the District will determine the dollar value of a 3% salary increase to 2019-2020 certificated salary schedule inclusive of the mandatory statutory benefits which include STRS, Unemployment Insurance, and Worker's Compensation and provide that information to PGTA no later than May 26, 2021. PGTA will apply 2.27% to increasing the salary schedule. \$1,350 will be applied toward the health insurance premiums ongoing. In addition, each bargaining unit member shall be paid a one-time amount of \$2,500 pro rated based on 1.0 FTE. However, those unit members who are working .8 FTE or more shall receive the full \$2,500. The payment of the salary increase and health benefits, and the one-time amount shall be made no later than July 15, 2021, based upon MCOE approval of the AB 1200 process.
- 3. A stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph.D. beginning with the 2021-22 school year.
- 4. The professional rate shall be increased to \$51.30/hour ongoing beginning in the 2021-22 school year.
- 5. The Grievance filed regarding the counseling salaries shall be settled on the terms and conditions set forth on the attached.
- 6. The attached language secondary physical education class size will be incorporated into the collective bargaining agreement.
- 7. The attached language regarding the start and end time for the teacher work day will be incorporated into the collective bargaining agreement.
- 8. The attached language regarding IEP and SST meetings will be incorporated into the collective bargaining agreement.
- 9. The special education caseloads and class sizes shall be as attached.
- 10. The work year for counselors shall be 195 days. The work year for psychologists shall be 203 days.

11. This agreement resolves all issues in negotiations for the 2020-21 school year unless mutually agreed otherwise. For the 2021-22 school year, there shall be reopeners on salary, health benefits, plus two articles selected by each party.

5/26/2021 Dated: PGTA DocuSigned by District Docusigned by: 5/26/2021 Buck Roggeman 5/26/2021 5/26/2021 ani Silva 5/27/2021 9807F2818B9946 5/26/2021 Billie Mankey 5/27/2021 DocuSigned by: Song Chin-Bendib 5/27/2021 Margaret Rice \_\_92325EBB50744D9 5/26/2021 DocuSigned by: DocuSigned by: 5/27/2021 Pam Gaul 5/26/2021 1E6A1CADBAE7413. CEF144E1B99E430 DocuSigned by: Lou Lozano 5/26/2021 5/27/2021

