

Master Contract Agreement

between

Pacific Grove Unified School District

and

Pacific Grove Teachers Association

July 1, 2022 – June 30, 2024

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# CONTRACT

## I. THE AGREEMENT

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

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

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



## II. WAGES

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

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

2. Counselor's Salary Schedule: (Exhibit 6)

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

a. Speech Therapists

b. School Librarians

c. GATE Resource Teacher

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

a. Number of hours employed divided by number of hours of Full-Time employee multiplied by placement on the Employee's salary schedule.

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

c. This Part-Time teaching arrangement shall be of two types:

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

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

6. Computation of Daily Rate:

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

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

5. Placement on the Salary Schedule for Academic Equivalency: (Exhibit 7).

6. Definition of Salary Classifications on Salary Schedule:

a. Classifications:

(1) Column I = Bachelor's Degree

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

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

(4) Column IV = Bachelor's Degree plus 45 upper division or graduate college semester units after Degree.

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

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

achieved through the accrual of a bachelors degree, plus seventy five (75) “professional credits” as defined on (Exhibit 4), or a masters degree plus thirty (30) units or a doctorate degree. Individuals employed by the District in 2005–06 may use previously obtained college units as their “professional credits.”

- b. For any column advancement, professional growth units may be used.
- c. An earned doctorate may be substituted for a masters degree.

7. Placement and Type of Salary Schedule:

- a. The salary schedule recognizes two (2) bases for placement:
  - (1) Years of experience in education at an accredited institution.
  - (2) Training or preparation.
- b. The District and PGTA agree effective July 1, 2022, unit members who were initially hired prior to July 1, 2021, but were given fewer than 12 years credit for prior Full-Time teaching experience in an accredited school and who are not yet on the highest step of their salary schedule column placement on the salary schedule, shall be prospectively advanced on the salary schedule to the step on their appropriate column that reflects their prior Full-Time teaching experience in an accredited school up to a maximum of twelve (12) years credit for the prior experience outside of the District.
- c. The District and PGTA agree certificated employees who are initially hired on or after July 1, 2022, shall be given year-for-year credit for Full-Time teaching experience in an accredited school up to a maximum of twelve (12) years for initial placement on the salary schedule.
- d. The District and PGTA agree that certificated employees initially hired for the 2021-2022 school year were placed on the certificated salary schedule based on their prior years of teaching.
- e. By August 31 of each year, the District will provide each certificated employee a written statement indicating the employee's current step and column placement on the salary schedule for the upcoming school year.

8. Requirements for Advancement on the Salary Schedule:

- a. Increment Step (Vertical Advancement)
  - (1) The Employee shall receive an increment step advancement for each year's experience in the District up to a maximum stated on the salary schedule.
    - (a) Column (Horizontal Advancement) – The Employee shall receive column advancement for professional growth units earned according to provisions of 9.

9. Professional Growth/General Provisions:

- a. The Employee may earn professional growth credits for advancement on the salary schedule by two (2) methods:
  - (1) By satisfactorily completing upper division or graduate courses from an accredited college or university.
  - (2) By satisfactorily completing professional growth units through the provisions of the Self-Development Program outlined in paragraph 10.
- b. Professional growth units may be applied to column or converted to inservice release

time (Exhibit 16).

10. Professional Growth/Self-Development Program:

a. An Employee may earn professional growth units by applying to the Professional Growth Review Board (Exhibit 16), BEFORE he/she commences the activity.

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

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

(1) The application forms and notice of completion form shall be provided by the Employer (Exhibit 16).

(2) No more than five (5) professional growth units can be earned for column advancement.

(3) Verification of the completion of professional growth units shall be determined by the Employer.

d. Guidelines for acceptability of professional growth activities are in Board Policy 4131.7.

e. Professional growth units may be applied to advancement from one column to the next on the salary schedule or to inservice release time.

f. Professional growth units may be earned by the following activities, upon evidence of satisfactory completion:

(1) Educational travel

(2) Action research

(3) Self-directed study

(4) Lower division college course work (for teachers already in the District)

(5) Curriculum development

(6) Other activities approved by PGRB and the Superintendent.

g. Professional growth units are limited as follows:

(1) The units must be related to the Employee's assignment for activities which go substantially beyond the scope of the Employee's regular professional duties.

(2) In general, fifteen (15) approved hours of activity equates to one (1) professional growth unit.

(3) No more than one-third (5 units) of the units required for any column change on the salary schedule shall be earned in any manner other than upper division or graduate college work.

(4) Inservice release time. One (1) professional growth unit will entitle an Employee to one (1) day of inservice release time. Employees shall give advance notice to their principal before taking release days. The date(s) of such release time shall be at the teacher's discretion, except that in an emergency situation the Superintendent may require the Employee to select an alternative date(s). If preferred an employee may use an

inservice release day to cover day(s) normally charged to sick leave.

(5) Professional growth units used by an Employee for inservice release time shall be carried over from year to year. Only three (3) inservice release days shall be used during one (1) school year unless otherwise approved by the Superintendent.

(6) Activities completed for professional growth units must take place outside the regular school day with the possible exception of action research projects.

(7) All expenses connected with earning professional growth units will be given by the Employee to the immediate supervisor/building principal.

(8) A copy of each application for professional growth units will be given by the Employee to the immediate supervisor/building principal.

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

11. Professional Growth Placement, column VI

a. An employee may earn professional credits by applying to the Professional Growth Review Board (Exhibit 16) 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 assignment in Pacific Grove Unified School District.

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

c. If the application is approved and the activity is completed, the employee shall file 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:

a. Verification of the completion of professional growth units shall be determined by 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. Extra-Duty Assignments/Stipend Positions:

a. Unless otherwise provided in the article on Hours of Employment, stipend positions are beyond the normal school day. Extra Duty assignments have additional responsibilities.

b. 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.

c. Before any athletic/activity stipend is advertised, the following steps shall be taken:

1. All new stipend amounts and extra duty positions will be negotiated and a memorandum of understanding signed with PGTA before they are proposed to the school board.

2. The negotiated agreements for any new stipend or extra duty positions will be subject to approval by the Board before being advertised.

d. Stipend Positions/Extra Duty Assignments

1. All paid vacant extra-duty/stipend positions (either due to a new position or because the incumbent will not be continuing) will be advertised for five (5) working days.

2. Qualified unit members meeting the minimum qualifications stated in the job description will have first right of refusal for any extra duty assignment before a position is offered to non-unit members.

3. An interview process shall occur for all qualified applicants for open stipend positions if there are multiple qualified applicants.

4. Individuals who share an extra duty assignment will split the stipend based on the division of labor. An employee assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the total salary (e.g., a coach working only one-half of the full coach assignment will receive one-half of the salary).

5. Unfilled stipend positions may be reallocated to other sports/activities in response to increased student participation. Reallocation requests shall be submitted in writing by the principal and approved by the Superintendent or designee. If the District reallocates funds, the District will notify the PGTA President.

e. Stipend positions and Extra Duty assignments are approved annually on an assignment order. By January of each school year, unit members will be given an opportunity to express interest in any stipend/extra duty assignment within the professional plan form for the following year. If a unit member expresses interest in a filled position, that position will be posted for the following school year.

f. No later than August 31 of each new school year, the District shall provide the PGTA President with the projected list of the stipend assignment/extra duty assignments and stipend amount for

each position.

14. Overpayment to a bargaining unit member: Any payroll error resulting in an overpayment to a bargaining unit member shall be repaid within a reasonable time frame developed through mutual agreement between the bargaining unit member and the District. When there is a payroll error which results in an overpayment to the bargaining unit member, they shall be allowed to repay through monthly payroll deductions, unless an agreement is reached to repay through alternative means. In no event shall a bargaining unit member's repayment plan reduce their net pay by more than twenty-five percent (25%) per pay period.

15. Underpayment to a bargaining unit member: In the event that a bargaining unit member is underpaid due to a payroll error, the District shall follow California Education Code 45048.

16. Timeliness for repayment: In the event of overpayment or underpayment to a bargaining unit member, the statute of limitations of three (3) years will apply.

III. EMPLOYEE BENEFITS

A. Health Benefits

1. Mandatory Participation

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 fulltime assignment (thirty (30) or more hours per week) must be enrolled in one of the medical plans offered by the District or meet MCSIG eligibility rules for opting out. Part-Time certificated employees working fewer than four-tenths (.4) of a Full-Time assignment shall not be eligible for any health benefits. 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. While enrollment in District offered dental and vision plans is optional and not mandatory for all eligible employees, employees must be enrolled in a District offered medical plan to be eligible for a District contribution towards dental and vision plans. Employees not enrolled in a District offered medical plan may email in a District offered dental and/or vision plan at their own expense.

2. Allowance

Beginning on July 1, 2022, the District will provide a health benefit program for Full-Time bargaining unit members (.8 FTE shall be considered Full-Time for health benefits purposes only) who are enrolled in a MCSIG medical plan, which shall consist of a medical plan with optional dental and vision The District's maximum contribution for health benefits for Part-Time bargaining unit members working fewer than eight-tenths (.8) of thirty-seven and one-half (37.5) hours per week but four-tenths (.4) or more of a Full-Time equivalent shall be shall be one-half (.5) of the amounts below. The District's maximum contribution to MCSIG for health benefits for Full-Time employees shall not exceed the following monthly amounts on a 10-month basis:

For Employee Only Coverage	\$690.00
For Employee and Dependents Coverage	\$1,152.00

The District will pay the above amounts on behalf of enrolled bargaining unit members, unless the actual cost of the benefits is less than the above slated amounts, in which case the District shall pay the full cost of the actual benefits.

Complete Care Program. Bargaining unit members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for Complete Care Program for Full-Time employees shall not exceed the following monthly amount on a 10-month basis:

Employee Only	\$256.00
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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 estimated costs to the District and affected Employees resulting from changing to the new plan(s). While it is the aim of the Association to limit District financial obligations due to a change of plan(s), it is understood that any additional costs to the District must be negotiated between the District and the Association and that premium increases, in excess of the District paid allowance or contractual District contribution levels for dependent coverage, shall be the obligation of the employee unless changed by negotiations.

5. Employees Without Dependent Coverage

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
- (3) medical insurance

6. Choice of Insurance Companies and Coverage

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

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. Eligibility Requirements

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.

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 unit 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.

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

1. Eligibility

a. All employees who are members of the State Teachers' Retirement System (STRS) are eligible for additional sick leave credit.

b. All Full and Part-Time Children's Center and Preschool teachers who are members of the Public Employees' Retirement System (PERS) are to be eligible for additional sick leave.

2. Incentive

a. Employees who, by the end of the school year, have not used more than a total of five (5) days of personal necessity leave and sick leave combined, shall be credited with one (1) additional day of sick leave at their FTE rate. In no event shall a member receive more than one (1) additional day of sick leave per year as part of the AIRP.

3. Credit

a. Eligible employees will be awarded the appropriate additional sick leave by the tenth (10<sup>th</sup>) day of October of the following school year. Employees will be notified of the additional leave hours in October in writing.

#### IV. RETIREMENT/EARLY RETIREMENT

##### A. General Provision:

1. Eligible Employees may apply for retirement or an early retirement program. By February 1st the Superintendent or his/her designee shall notify those teachers who will be eligible for retirement or an early retirement option as of the commencement of the following school year.
2. Employees are encouraged to notify the Superintendent by March 1st that he/she desires to retire or participate in an early retirement program for the following year.
3. By April 15th an Employee shall notify the Superintendent that he/she plans to participate in an early retirement option of the following year.
4. Before an Employee participates in an early retirement option he will receive from the Assistant Superintendent an analysis of the benefits and duties which accompany the early retirement options.
5. The Employer has the authority to make exceptions to these deadlines.

##### B. Early Retirement Options

###### 1. Consultancy Contract:

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

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

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

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

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

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

###### 2. Early Full Retirement:

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

###### 3. Reduced Workload with Full-Time Benefits:

a. **Eligibility requirements:**

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

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

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

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

(5) The minimum Part-Time employment shall be the equivalent of one-half of the number of days of service required by the Employee's contract of employment during his final year of service in a Full-Time position.

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

(1) The Employee shall receive the allowance described in Article III, A. 2. in the same manner as a Full-Time Employee.

(2) Both the Employer and the Employee shall contribute to the State Teachers' Retirement System as if the Employee were a Full-Time Employee.

(3) The Employee shall receive the same retirement credit as would have been received as a Full-Time Employee.

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

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

## V. LEAVES

### A. Sick Leave:

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

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

3. Each regular certificated Employee who does not use the entire period of his annual sick leave in any school year shall have added to his credit annually the number of unused days and the same shall be accumulated from year to year. At termination of employment accumulated sick leave may be used toward retirement benefits as provided by law.

4. Notification: It shall be the Employee's responsibility to notify the Employer's answer service, substitute clerk or principal before commencing sick leave. Notification shall be as soon as the Employee knows of the absence.

5. Verification: The use of accumulated sick leave will be authorized if one of the following is on file: (Exhibit 8)

- a. Personal verification signed by the Employee that she/he has been ill or injured.
- b. Verification signed by a physician that the Employee has been ill or injured.
- c. Verification signed by the Employee that because of religious reasons she/he has not consulted a physician but has been treated by someone in a religious sect.
- d. For use of accumulated sick leave as personal necessity leave. See Personal Necessity Leave - Short Term.

### B. Health Leave:

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

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. Child Birth Leave: 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.

(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 fifty (50) percent of their regular salary.

(e) A person employed in a position requiring certification qualifications shall not be provided more than one (1) 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.

i. Any Employee receiving benefits as a result of this section shall during periods of 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 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 file in the office of the Business Manager.

F. Jury Duty Leave:

1. Leave of absence for bargaining unit members called for required jury duty shall be granted according to the provisions of the Education Code. Upon return to work, proof of attendance for each day of absence shall be provided to the site administrator's assistant.

2. The District shall grant such leave with pay Bargaining unit members shall claim jury duty fees and remit the fee to the District, excluding the fee for mileage.

3. Bargaining unit members 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.

2. 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.

b. Accident involving his/her person or property, or the person or property of a member 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 9).

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. Bereavement Leave:

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. Understanding

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. Granted Without Prejudice

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

5. Purpose

Sabbatical leave may be granted for the following purposes:

- a. Travel
- b. Independent study
- c. Formal study
- d. A combination of the above
- e. Travel is considered education if it results in a significant contribution to professional growth by exposing the participant to new peoples, cultures, environments, experiences, and events.

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

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

6. Eligibility:

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

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

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

7. Length of Leave:

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

8. Application and Procedures:

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

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

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

- (1) Whether leave has been taken previously
- (2) Seniority
- (3) Relative merits of reasons for desiring leave

- (4) Benefits to the District
- (5) Applicant's service record

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

9. Compensation:

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

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

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

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

11. Return to Duty - Return to Service

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

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

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

13. Accident or Illness: Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not prejudice the status of an Employee as regards the fulfillment of the conditions for study or research on which such leave was granted nor affect the amount of compensation to be paid

such Employee under the terms of such sabbatical leave, provided that the Superintendent has been notified of such accident or illness. Notification shall be by registered letter mail within two (2) weeks after such accident or illness. Such notice must include a doctor's verification of the Employee's state of health.

14. Retirement: 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. Differential Compensation Leave:

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.

3. 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.

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.

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

N. Teacher Exchange Leave: 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 the Pacific Grove Unified School District.

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.

2. Any teacher serving as an exchange teacher in the District from a foreign country must possess

the credential as provided in the Education Code.

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

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

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

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

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

O. Job Sharing Leave

a. 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 17) 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.

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

1. by March 1st the employee must request a partial leave and include a job sharing plan (Exhibit 17) 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 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.

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

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

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

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

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:

1. salary placement
2. salary schedule advancement
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. Exclusive Representative Leave: 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. Salary Deduction for Absences: 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. Liability: 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).

## VI. TRANSFERS/ASSIGNMENTS

### A. Definitions

1. Transfer: Any change of assignment.
  - a. Voluntary: Requested by the Employee.
  - b. Involuntary: Determined necessary by the Employer. May occur when the Employee selected for the transfer does not request that transfer or when a grade level closure necessitates that transfer.
  - c. Group Involuntary: A group involuntary transfer is one (1) involving two (2) or more Employees.
2. Assignment: Current placement of an Employee (“current” as used in assignment means placement immediately before transfer).
3. Vacancy: A position available for assignment at any school site or District Office after involuntary transfers have been assigned.
4. Length of Service: Number of actual teaching years in the Pacific Grove Unified School District. This definition applies only to Article VI, Transfers.

### B. Voluntary Transfer

1. Employees interested in a voluntary transfer shall indicate their interest in writing on or before the vacancy closing date listed on the vacancy announcement. (Exhibit 10)
2. Filing of a voluntary transfer is without prejudice to the Employee concerned and does not jeopardize the Employee’s current assignment.
3. Qualifications for all vacancies in the Pacific Grove Unified School District will be based on clearly defined and pre-established criteria, prior experience, major or minor fields of study and length of service in the Pacific Grove Unified School District. Applicants shall not be deemed unqualified for a position for capricious or arbitrary reasons.

### C. Vacancy Announcements:

1. When a vacancy occurs at a site, the principal will post and resolve the potential grade level or department openings initially at the site only. A teacher at that site may indicate in writing their interest in the opening. A request may be withdrawn at any time prior to the official confirmation that the assignment has been approved.
2. After the vacancy is resolved at the school site, per section VI.C.1., the Employer shall post and provide to each Employee of the District, including by electronic means, a list of all know vacancies. The District may post internally and externally at the same time. The District will not fill a vacancy until the vacancy is announced and all qualified employees who have filed interest letters have been interviewed by a panel of staff (which will include invited PGTA representative) and administration. In the event that no PGTA representative is available, the interview will proceed. All interviewees will be notified of the decision before external interviews are held.

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

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. Group Involuntary Transfer: 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. Pupil Personnel Service Employees 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. Intra-District Exchange Teacher Program: 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 15th, 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. Assignments shall be made collaboratively by the Summer School Principal and District Personnel Officer.

1. Certificated staff members will receive their hourly pay based on their placement on the PGUSD salary schedule or the instructional hourly rate, whichever is higher. The hourly pay rate will be computed as follows: Annual salary divided by one hundred eight-five (185) equals daily rate. Daily rate divided by seven (7) equals hourly rate.

2. The length of a Summer School assignment will be twenty-one (21) days, including one (1) day preparation. The length of each day will be four (4) hours of instruction and thirty (30) minutes of preparation time.

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

## VII. ORGANIZATIONAL SECURITY

### A. Dues Deduction

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

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

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

### B. Access to Bargaining Unit Members

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

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

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

4. The Association shall be provided no more than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings.

The orientation session will be held at a mutually agreeable time on District property during the work day of the 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 thirty (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 (3) 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.

## VIII. HOURS OF EMPLOYMENT

### A. Length of Work Year:

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

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

Exceptions to the 185 day work year are as follows:

a. New Employees: An additional one (1) day to precede the regular work year.

b. Counselors: An additional ten (10) days to precede or follow the regular work year.

c. Psychologists: An additional eighteen (18) days to be spent before or after the regular work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.

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

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

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

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

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

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

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

exclusive of lunch.

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

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. A full-time assignment at the secondary level (grades 6-12) shall consist of five (5) sections. A reasonable effort will be made to assign no more than three (3) course preparations to a teacher unless a teacher requests otherwise.

2. Full-Time teachers of TK 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.

4. Every effort will be made not to assign a high school teacher four (4) classes in one (1) block day. In the case a teacher is assigned four (4) classes in one (1) day, the department will be given an opportunity to adjust assignments to better balance the workload among department members.

D. Preparation Periods and Professional Learning Communities (PLC):

1. For full-time teachers of grades nine through twelve (9-12):  
a. Teachers shall be assigned one (1) section each week (215 minutes) for preparation time, with one (1) additional class period per week chosen by the department in accordance with item b, below.

b. PLC meetings within departments shall occur within the school day during a mutual section in which all department members will have no class offerings. The PLC meetings shall occur two (2) times each week for the entire designated class period. The third meeting of this section will be designated an additional preparation period. PLC blocks will vary between departments.

2. Full-time teachers of grades six through eight (6-8) shall be assigned one (1) teaching period each day for preparation time. PLC meetings will occur once (1) per week when school has an early release for students.

3. Full-Time teachers of grades TK through five (TK-5) shall have at least an average of one hundred seventy (170) minutes of preparation time per week. The faculty and the principal at each elementary school site shall determine the manner in which the one hundred seventy (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. PLC meetings will occur once (1) per week when school has an early release for students.

4. The length of preparation periods and/or PLC time may be reduced for minimum days and other programs as determined by the school calendar and school principal.



5. 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. Unit members will be compensated a minimum of one (1) hour at the instructional rate for coverage of ten to sixty (10-60) minutes and then at the instructional rate for any subsequent required hours.

6. 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 bargaining unit member shall leave a message with the office staff.

7. 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.

8. Special Education teachers will have two hundred forty (240) minutes per week for caseload duties/collaboration.

E. Part-Time Teachers: 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. IEP, SST, and Section 504 Meetings.

1. IEP Meetings: Individualized Education Plan (IEP) meetings shall be scheduled during 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 maybe 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 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.

3. Miscellaneous: 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.

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

1. Definition of Inclusion:

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

c. Students Matriculating to the Subsequent Grade:

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

5. Appeal Process:

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

## IX. EVALUATION

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

### A. Objectives of the Evaluation Process

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

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

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

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

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

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

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. Understanding and organizing subject matter for student learning. Teachers exhibit in-depth 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. Planning instruction and designing learning experiences for all students. 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. Assessing students for learning. 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. Developing as a professional educator. 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. Evaluator. Any administrator who meets certificated staff evaluation policy requirements as established by the Board of Education.

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

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

D. Procedures for Evaluation.

1. Responsibilities of the Evaluator.

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

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

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

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

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

f. To adhere to all calendar dates.

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

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

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

2. Responsibilities of the Evaluatee

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

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

c. To develop instructional objectives relating to pupil progress.

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

e. To participate in the evaluation procedure.

f. To adhere to all calendar dates.

3. Evaluation Process

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

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

b. Planning Phase.

(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.

(3) By September 15th, temporary and probationary evaluatees and by 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 12f). 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) 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.

(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.

(5) Classroom observation forms shall be used to record the observations (Exhibit 12g).

(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.

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

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

(9) Auxiliary services personnel will develop performance objectives, mutually agreed upon in the evaluation plan (Exhibits 12, 12a). The auxiliary services personnel observation form will be used to record the observation (Exhibit 12b).

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

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

d. Summary phase.

(1) The evaluatee shall complete his/her assessment and submit it to the evaluator by April 15th (Exhibit 12c).

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

(3) The final evaluation summary shall be submitted in writing to the evaluatee no later than thirty (30) calendar days prior to the last scheduled school day (Exhibit 12i).

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

(5) If any negative rating (i.e. conditional, unsatisfactory) or negative comments will be included on the final evaluation, written notification will occur in time (up to fifteen (15) teaching days when possible) for the employee to take corrective action before the final evaluation summary is given to the employee. Written notification will address criteria found on the observation form (Exhibit 12g). 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. Unsatisfactory Evaluation.

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

3. By February 1 - 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.

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

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

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

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

J. Evaluation Calendar for Temporary and Probationary 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 be provided with the evaluation section of the master contract and all material indicated in Section IX(D)(3)(b) above.

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

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

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

5. By January 15th – 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 12f).

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

7. By March 1st – 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.

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

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

10. By April 15th – The evaluatee shall complete his/her assessment form (Exhibit 12f) and submit it to the evaluator.

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

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

K. Permanent Employees

1. Permanent certificated employees shall be evaluated at least every other year. However, the evaluator and the employee may mutually agree to an evaluation schedule of at least every five (5) years if all of the following criteria are met:

a. The employee has been employed by the District for at least ten (10) years.

b. The employee has completed all requirements for the credential to perform the duties of the assigned position.

c. The employee's previous evaluation rated the employee as meeting or exceeding

standards.

d. At any time, either the evaluator or the employee may withdraw consent in writing to the five (5) year evaluation schedule. In the event consent is withdrawn, the evaluation will occur during the following school year. If consent is withdrawn on or before November 1 of the current year, the evaluation will occur during that school 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. Participants

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 employee will:

(1) agree on the selection and goals of the alternative evaluation option

(2) review how the alternative evaluation option will enhance student learning

(3) develop timelines for completion

b. Alternative Evaluation Options

(1) Option A. Individual Growth Activities. Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities

combined with self-analysis techniques. Examples of activities in this category are:

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

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

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

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

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

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

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

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

5. Calendar for Alternative Evaluations shall be as follows:

- a. By September 1st – Notification by certificated employee to site administrator of

intent to participate in alternative evaluation program.

- b. By October 1st – Preliminary conference to review and refine initial plan.
- c. By October 15th – Submission by the employee of final plan, including option choices and goals by certificated employee (conference optional).
- d. By February 1st – Mid-year assessment/progress report submitted to site administrator (format subject to plan).
- e. By February 15th – Mid-year conference to review progress (within five working days of conference, written response will be completed by the site administrator).
- f. By April 15th – 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.

## X. GRIEVANCE PROCEDURES

### A. Purpose.

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

### B. Definitions.

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

2. A grievant is either:

a. An individual bargaining unit member; or

b. A group of bargaining unit members with the same grievance. The District will decide whether the grievance is satisfactorily similar to process a single grievance. No more than two (2) grievants and their conferees will be provided release time for processing a common grievance. The two (2) grievants will be selected by the Association. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention; or

c. The Association.

3. An immediate supervisor is the management member who assigns, reviews, or directs the grievant's work.

4. A day is any work day for the grievant.

### C. General Provision.

1. Time Limits.

a. Time limits specified at each level shall be considered maximums to ensure the prompt resolution of the grievance. With the written consent of each party, the time limitations for each step may be extended.

b. In the event that all the steps in the grievance procedure cannot be processed by the end of the grievant's work year, the time limits may be reduced by mutual consent so that the procedure may be completed by the end of the work year or as soon thereafter as practical.

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

d. Response. If the District fails to respond within the timelines, the grievance shall advance to the next level.

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

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

4. Records. The District shall retain all records of the grievance proceedings in a separate grievance file, not with the bargaining unit member personnel file. Each year in August, all records of grievance

proceedings four (4) years old will be destroyed.

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

6. Level 2 Grievances: Superintendent or Designee. If a grievance arises from action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2 (Exhibit 13e).

7. Scheduling Meetings. Whenever possible, meetings at the Informal Level, Level 1, and Level 2 shall occur before or after regular teaching hours.

8. Continuance of Service. The grievant shall continue to discharge their duties until the grievance is resolved.

9. Conditions for Adjustments. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to have the grievance adjusted without intervention by the Association, as long as:

a. The adjustment is reached prior to arbitration.

b. The adjustment is consistent with the terms of the agreement.

c. The Association received a copy of both the grievance and the proposed resolution and was given the opportunity to file a response.

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

11. Participation by a Representative. 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, they will, upon request to the Superintendent/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 bargaining unit member who is requested to appear in meetings or hearings as a witness will be accorded the same right.

D. Grievance Procedure.

1. Informal Level.

a. A bargaining unit member, group of members, or the Association will meet with the appropriate supervisor in an attempt to resolve a complaint informally prior to filing a grievance.

b. The request for a meeting will occur within twenty-five (25) days after the grievant knew or should have known with the exercise of due diligence of the alleged violation causing the complaint. The meeting will occur within ten (10) days of the receipt of the request.

c. Following the meeting, the supervisor will document the complaint and resolution, if any, in writing. A copy of the documentation shall be provided to the grievant, the Association and Superintendent/Designee (Exhibit 13).

2. Level 1: School Principal/Supervisor

a. If the informal discussion does not resolve the grievance to the grievant's satisfaction, the grievant may file a Level 1 Grievance with their immediate supervisor (Exhibit 13a).

b. A Level 1 Grievance must be initiated no later than fifteen (15) days after the Informal Meeting or an alleged violation of the agreement reached at the Informal Meeting.



c. The Level 1 Grievance shall be made in writing on Certificated Employee Grievance Form (Exhibit 13a) and shall be filed with the immediate supervisor, the Association, and the Superintendent on the same day.

d. The Level 1 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.

e. The immediate supervisor shall render a proposed resolution decision on the Certificated Employee Grievance Response Form (Exhibit 13b) within ten (10) days after the Level 1 Grievance has been filed. Copies of the form shall be provided, on the same day, to the grievant, the Association, and the Superintendent.

f. The grievant shall have up to ten (10) days to either accept the proposed resolution or submit a Level 2 Grievance to appeal the Level 1 decision (Exhibit 13c).

3. Level 2: Superintendent or Designee

a. 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 13c). The appeal shall include a statement of the reason for the appeal and the specific remedy sought.

b. 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: Superintendent or Designee without filing a Level 1 Grievance. The formal grievance shall be in writing on the Certificated Employee District Level Grievance Form (Exhibit 13e) and shall be filed on the same day with the Association and the Superintendent.

c. Within ten (10) days, the Superintendent shall investigate the grievance and render a proposed resolution. The resolution shall be submitted to the grievant and the Association in writing on the same day (Exhibit 13d).

d. The decision at Level 2 shall be final unless appealed to Level 3: Mediation by the grievant within fifteen (15) days.

4. Level 3: Mediation

The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.

a. The mediator shall meet with the grievant, The Association, and the District for the purpose of resolving the grievance in a timely manner.

b. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

c. In the event that the grievant, the Association, and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within fifteen (15) days from the first meeting held by the conciliator/mediator, the Association may terminate Level 3: Mediation and the grievance may proceed to Level 4.

d. Expenses. The fees and expenses of the mediator, if required, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.

5. Level 4: Arbitration

a. Timeline. Within fifteen (15) days after the decision of the Superintendent/Designee or the end of Mediation, the grievant may request in writing that the Association submit their grievance to arbitration. Copies of the request for arbitration will be submitted to the Superintendent.

b. Selection of the Arbitrator. Upon receipt of the written request from the Association, the Superintendent or their designee shall within five (5) days request the American Arbitration Association (AAA) to supply a panel of five (5) names.

c. Response timeline. 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.

d. Expenses. 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.

e. Limitations Upon the Arbitrator. The rules of the AAA shall govern the arbitration with the exception stated within this Agreement. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit their decision to the application and interpretation of its provisions.

f. Arbitration Finding. Within ten (10) days of selection, provided an arbitrator is available, the arbitrator shall conduct a hearing and submit their 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.

g. Arbitration Review. 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.

## XI. SAFETY CONDITIONS OF EMPLOYMENT

### A. General Provisions

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

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

### B. Short-Term Suspension by Classroom Teachers.

1. A teacher may suspend from his/her classroom/activity a student whose behavior is threatening to the safety of the Employee. The duration of the suspension can be up to the day of the suspension and 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 to inform them of the reason for the suspension from the class. A conference will be scheduled with the parents, teacher and administrator.

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

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

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

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

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

D. Potential Threat. 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

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. Law in the Schools. 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. Defense in any Civil Action. 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. Worker's Compensation. 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. Reporting Employment-Related Injuries. 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.

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

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

## XII. CLASS SIZE

### A. Elementary Class Size.

1. The District shall set a goal for the student-to-teacher ratio for elementary school to be the following at any site:

- Grade TK: As prescribed by the California Department of Education (ed code 48000(g)(1))
- Grade K-2 (Primary Elementary): Twenty- five to one (25:1)
- Grade 3-5 (Intermediate Elementary) Twenty-eight to one (28:1)

The maximum class size for an individual class will be the following:

- Grade TK: As prescribed by the California Department of Education (ed code 48000(g)(1))
- Grade K-2: Twenty-seven (27) student maximum
- Grade 3-5: Twenty-nine (29) student maximum

Reasonable efforts shall be made to equalize ratios between elementary schools and between individual classes. When it appears necessary for a class to exceed the maximum, 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 Section C.1 will be followed.

2. 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. If no aide is provided, the class size for PE classes will match the maximum set forth in paragraph 1 above.

3. Student to teacher ratio computation at the elementary school level shall include only general education 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 the need to divide teaching time between multiple grade levels, combination classes will have a maximum size four less than the average size of the combined grade levels of the affected grades. No combination class will consist of a combination of primary and intermediate elementary students.

### 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 the number of teachers necessary to provide a school ratio of one (1) teacher per twenty-eight (28) students.

2. Each department shall have an average student-to-teacher ratio of not more than thirty (30) 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 no agreement is reached, the provision of section C.1 will be followed.

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 class exceeds forty-five (45) students, an aide will be provided for that class. The maximum class size with an aide is sixty (60) students.
  - b. The principal and the department may exceed maximums as outlined in Section C.1.
  - c. Band, orchestra, chorus, and play production class sizes shall be arranged between the principal and the instructor.
4. In classes with workstations, the number of students shall not exceed the number of workstations in the classroom. Examples include but are not limited to science, culinary arts, art, photo, computer science, and engineering.
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 - General Education teachers (including P.E.) and music teachers only.
  - b. High School - General Education teachers (including P.E.), and music teachers only

C. General Provisions.

1. At any point in the school year, if a teacher's classroom maximum is exceeded or a department's maximum ratio is exceeded, a conference shall be held with the teachers involved, an Association representative, the site principal, and the Superintendent or Assistant Superintendent to discuss alternative placement possibilities.
  - a. If there is no valid alternative placement, the Superintendent may exceed a class size maximum.
  - b. After the adjustment period of ten (10) days has passed (item 2 below), the District will pay two hundred fifty (\$250) per month when the class limit is exceeded by either one (1) or two (2) students. For three (3) or more students over the class limit, the payment will increase by \$125 per student per month. Payment will be made on a prorated basis anytime the class size is exceeded for less than one (1) full month, excluding the adjustment period.
    - c. Once the payment period begins, compensation will be paid within sixty (60) days.
    - d. If enrollment increases during one (1) semester at secondary schools or one (1) trimester at an elementary school, the District will consider employing an additional teacher. Reduction of the teacher's class size may be delayed until the following semester or trimester in order to avoid mid-semester disruption for students that would be removed from the affected class. If the class size exceeds the maximum provided herein, the District will pay the teacher in the same manner described in section b.
2. An adjustment period of ten (10) days will be provided to allow sufficient time for management to make enrollment changes when a class maximum is exceeded. Reasonable effort will be made to complete these changes within ten (10) school days at the beginning of the school year and five (5) days at the second

semester. 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 their designee shall notify all TK-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. Reasonable efforts shall be made at all levels to assure equal distribution of students with exceptional needs among the general education 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 twenty-eight (28) for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the caseload exceeded twenty-eight (28).

2. 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 twenty (20) for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the class size exceeded twenty (20).

E. Special Day/Inclusion Special Education

1. Special Day/Inclusion Caseload- After the first ten (10) school days of each school year, for each student on the regular caseload of a Special Day/Inclusion Special Education teacher in excess of the Monterey County SELPA recommended class size/caseload maximums for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day payment shall be made no later than sixty (60) days after the month in which the caseload maximum was exceeded

<b>SELPA recommended class size/caseload</b>
Preschool (Mild/Mod/Severe) Maximum of 12
Primary SDC/Inclusion (Mod/Severe) Maximum of 8 Intermediate SDC/Inclusion (Mod/Severe) Maximum of 8
Primary SDC/Inclusion (Mild/Moderate) Maximum of 12 Intermediate SDC/Inclusion (Mild/Moderate) Maximum of 12
Secondary SDC/Inclusion (Mod/Severe) Maximum of 12
Adult Transition Program Life Skills and Community Based Instruction (Mild/Mod/Severe) Maximum of 12



### XIII. CONCERTED ACTIVITIES

A. The Association and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of the Agreement, the Association will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement and 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.

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.

#### XIV. GENERAL PROVISIONS

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

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

C. Duration. This Agreement shall be effective July 1, 2022 and shall remain in full force and effect up to and including June 30, 2024.

# EXHIBITS

Language concerning District Participation  
In State and Federal Staff Development Program

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

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

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

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

**I. PURPOSE**

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

**II. DEFINITIONS APPLICABLE TO THIS ARTICLE**

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

D. Participating Teacher:

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

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

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

III. GOVERNANCE AND PROGRAM STRUCTURE

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

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

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

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

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

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

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



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

I. Compensation for Joint Panel Members:

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

IV. CONSULTING TEACHERS

A. Qualifications: The minimum qualifications for a Consulting Teacher are as follows:

- a) The teacher shall be a credentialed classroom teacher with permanent status.
- b) The teacher shall have substantial recent experience in classroom instruction.
- c) The teacher shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- d) Retired teachers who have been retired for not longer than two (2) years may act as Consulting Teachers for requesting teachers.

B. Selection Process: The selection process for Consulting Teachers shall be determined by the Panel and may include provisions for observation of Consulting Teacher applicant by the Panel. The process may also include components such as application forms, required letters of references from colleagues (teachers and administrators), and interviews with the Panel. The Panel shall publicize in writing the specifics of the application procedure.

C. Number and Training of Consulting Teachers:

The number and training of consulting teachers shall be determined by the Panel based on the number of requests or referrals.

D. Selection by and Assignment of Consulting Teachers to Referred Participating Teachers: Following issuance of an unsatisfactory evaluation as defined in this Article, the Participating Teacher may select a Consulting Teacher.

1. It is assumed that a selection (and trained) Consulting Teacher can serve as such for any Participating Teacher. However, the Participating Teacher may instead request a teacher who has not been selected (and trained) as a Consulting Teacher.
2. If the Panel approves selection of an other teacher, he/she must meet all qualifications applicable to Consulting Teachers (see section IV above), and

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

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

V. REFERRED PARTICIPATING TEACHERS:

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

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

#### VI. REQUESTING PARTICIPATING TEACHERS

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

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

## VII. OTHER PROVISIONS

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

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

### B. Board/District Reservation of Rights

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

### C. Participation in PAR is Nonmanagement

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

### D. Immunity From Liability

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

E. Confidentiality

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

F. Right of Representation

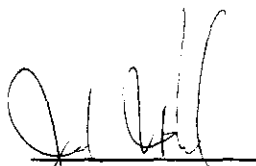
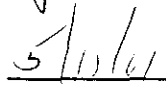
1. A referred teacher shall have the right to be represented by PGTA in any meetings of the Panel to which they are called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.
2. Nothing in this article diminishes the legal rights of the bargaining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

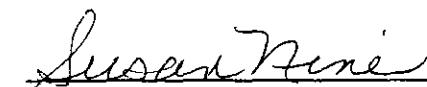
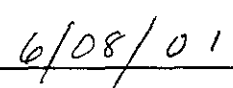
G. Grievability

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

Agreement

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

  
\_\_\_\_\_  
for District  
  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
for PGTA  
  
  
\_\_\_\_\_  
Date

### Compensation “Goal”

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

Alisal  
 Carmel  
 Salinas High  
 Gonzales  
 Monterey  
 Soledad  
 North Monterey County

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

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

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

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2022/2023**

	185 Work Days					
	BA	BA+15	BA+30	BA+45 or MA	BA+60 or MA +15	BA+75 prof credits or MS + 30 or Doctorate
STEP	I	II	III	IV	V	VI
1	66,856	72,614	77,108	80,333	82,239	82,986
2	68,244	74,405	79,308	82,940	85,303	86,400
3	69,631	76,199	81,506	85,544	88,313	89,816
4	71,020	77,992	83,704	88,150	91,324	93,232
5	72,406	79,786	85,904	90,753	94,333	96,648
6	73,796	81,580	88,102	93,356	97,344	100,063
7	75,184	83,374	90,301	95,963	100,353	103,479
8	76,572	85,169	92,501	98,567	103,365	106,895
9	76,572	86,959	94,701	101,171	106,374	110,310
10	77,401	87,789	98,610	105,487	110,788	115,137
11				108,157	114,172	118,596
12					117,183	122,336
13					120,325	125,753
17					124,332	129,956
22						134,157
25						138,513
27						142,403

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

**a.) Longevity Stipends**

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

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

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

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

**c.) Health Allowance Payment**-\$10361.00 changed to \$3000 eff. 4/1/2015. Changed to \$3350 eff 7/1/2019. Changed to \$4700 eff 7/1/2021.

**Changed to \$5900 eff 7/1/2021. Eff 7/1/2022 \$5900 health allowance is changed to DISTRICT CONTRIBUTION.**

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 of 5.43% effective 7/1/2006

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

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

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

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

Increase 2% Base Salary effective 7/1/2019; Increase 2.27% Base Salary effective 7/1/2020, Incr 5% Base Salary Effective 7/1/2021

Increase 5% Base Salary effective 7/1/22 and \$1000/yr H&W inc.

Effective 7/1/2022, per 21-22 T.A., newly hired certificated employees may transfer up to 11 years of prior teaching experience, with maximum salary schedule placement being step 12 on the PGTA Salary Schedule.

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

5/24/2023  
Date  
DocuSigned by:  
Joshua J. Jorn, Assistant Superintendent



**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
PSYCHOLOGIST SALARY SCHEDULE 2022/2023**

203 Work Days			
	BA +45 or MA	BA+60 or MA+15	BA+75, INCLUDING MA or MA+30
STEP	I	II	III
1	113,691	117,688	121,116
2	117,688	121,116	125,115
3	121,116	125,115	129,114
4	125,115	129,114	132,539
5	129,114	132,539	136,538
6	132,539	136,537	139,964
7	136,537	139,964	143,964
8	139,964	143,964	147,961
9	143,964	147,961	151,388
10	144,793	148,792	152,217
11	144,793	148,792	152,217
12	144,793	148,792	152,217
13	144,793	148,792	152,217
17	144,793	148,792	152,217

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 18 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 for Masters or Doctorate Degree. Eff. 7/1/16 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  
 Health Allowance increased to \$5900 eff. 7/1/2021. Eff. 7/1/2022 \$5900 health allowance is changed to DISTRICT CONTRIBUTION.

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, 5.0% Base Salary Increase Eff 7/1/2021. 5.0% Base Salary Increase Eff 7/1/2022. H&W increase from \$5900 per year to \$6900 eff 7/1/22.

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

5/24/2023

Date

DocuSigned by:  
  
 5C92D734B41142 Joshua Jorn, Asst Superintendent/CBO

PACIFIC GROVE UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULE 2022-2023 195 WORK DAYS						
STEP	BA I	BA+15 II	BA+30 III	BA+45 or MA IV	BA+60 or MA +15 V	BA+75 or credits or MS + 30 or Doctorate VI
1	72,231	78,452	83,308	86,792	88,910	89,657
2	73,731	80,389	85,685	89,608	92,164	93,347
3	75,229	82,325	88,061	92,421	95,415	97,038
4	76,731	84,264	90,433	95,236	98,665	100,729
5	78,228	86,201	92,811	98,050	101,919	104,419
6	79,730	88,138	95,186	100,864	105,170	108,108
7	81,228	90,076	97,563	103,678	108,425	111,799
8	82,728	92,017	99,937	106,493	111,676	115,489
9	82,728	93,950	102,314	109,306	114,928	119,179
10	83,625	94,849	106,539	113,969	119,696	124,393
11				116,855	123,351	128,133
12					126,606	132,173
13					129,999	135,865
17					134,328	140,407
22						144,946
25						149,650
27						153,852
NOTE: The additional units must be obtained following the completion of a degree.						
<b>a.) Longevity Stipends</b>						
\$600 stipend after year 10 (This is already included in the salary schedule and subject to COLA)						
\$750 additional stipend at years 20-24, \$1,500 years 25-29 and \$2,250 year 30 and above (Not subject to COLA)						
Stipends are based on initial salary placement plus accumulated years of satisfactory service thereafter.						
<b>b.) Masters/Doctorate Stipend</b> \$1500.00 stipend for Masters or Doctorate Degree beginning 7/1/2006, Effective 15/16 Master Stipend increase to \$2,000.						
<b>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</b>						
<b>Changed to \$5900 eff 7/1/2021. Eff 7/1/2022 \$5900 health allowance is changed to DISTRICT CONTRIBUTION.</b>						
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. \$4624.00 per year for dependent coverage as a district contribution.						
(See Article III.2)						
<b>d.) Speech Pathologist Stipend</b> effective 15/16 \$1,000						
Increase 2.53% effective 7/1/2003, Increase 2.41% effective 7/1/2004, VI-25 added in 2004, added V-17 in 2005						
Increase 4% effective 7-1-2005, increase o 5.43% effective 7/1/2006						

Increase 3.42% effective 7-1-2007, increase 0.7% effective 7-1-2008, increase in lieu to \$10361.00 as of 7-1-2010					
Increase 0.7% effective 7/1/2011, Increase 2% effective 7/1/2012, increase 2.25% eff. 7/1/2013					
Increase 2.25% eff 7/1/2014, \$7361 added each cell from Health Allowance eff. 4/1/2015, Inc 3.25% eff. 7/1/15, Inc 3.5% eff. 7/1/2016, Inc 3.5% eff. Inc 3.2% salary .55% for value of addtl training day .25% premium to additional trainin day eff. 7/1/2018					
Inc 2% Base Salary effective 7/1/2019, Inc 2.27% Base Salary Effective 7/1/2020, Inc 5.0% Base Salary Effective 7/1/2021. Inc 5.0% Base Salary Effective 7/1/2022. Inc to H&W of \$1000/yr., eff 7/1/22.					
*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 days vs. 195 working days. Salary increased by 2 days for 20/21 only.					
			5/24/2023	DocuSigned by:	
			Date	<i>Joshua Korn</i>	
				Joshua Korn, Assistant Superintendent/CBO	

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

The following equivalents shall be granted for salary purposes:

1. Equivalent to less than a bachelor's degree (Column I):
  - a. RN held by nurses
  - b. Special Secondary in Public Safety and Accident Prevention and Driver Education and Driver Training when attained with a bachelor's degree
  
2. Equivalent to a bachelor's degree (Column I)
  - a. PHN held by nurses
  - b. Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time
  
3. Equivalent to Column II (BA + 15)
 

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time, 22 unit course completed as specified by the Division of Vocational Education, University of California (Phase I-6 semester units, Phase II-6 semester units, 10 educational units = total of 22 units), plus started on 60 unit general education requirement.
  
4. Equivalent to Column III (BA = 30)
 

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time or part-time, 22 unit course completed as specified by the Division of Vocational Education, University of California, plus 30 units of the 60 unit general education requirement completed.
  
5. Equivalent to Column IV (BA + 45 or MA)
 

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time, clear. All units completed. 22 units Division of Vocational Education, University of California plus 60 units general education completed.
  
6. Equivalent to Column V (BA + 60 or MA + 15)
 

Standard Designated Subjects Credential with Specialization in Vocational Teaching, full-time, clear, plus bachelor's degree from an accredited college or university.
  
7. No equivalent shall be granted to Column VI (BA + 75/MA or MA + 30)
  
8. Salary schedule equivalents of Trade and Vocational Credentials shall be granted only to persons whose teaching assignments make these credentials appropriate.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CERTIFICATED ABSENCE REPORT

Employee \_\_\_\_\_ Date(s) Absent \_\_\_\_\_

School or Work Location \_\_\_\_\_

**REASON FOR ABSENCE** (check one)

- Bereavement
- Industrial illness or accident
- Inservice release time \*<sup>1</sup>
- Jury Duty
- Leave with differential pay, when authorized
- Leave without pay
- Other \_\_\_\_\_
- Personal illness
- Witness Leave

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

**PERSONAL NECESSITY LEAVE** (not more than seven days per school year)\*<sup>2</sup>

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

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_ Approved      \_\_\_\_\_ Not approved

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
REQUEST FOR PERSONAL NECESSITY LEAVE

To: Immediate Supervisor (normally site principal or designee:

Personal necessity leave is requested on \_\_\_\_\_  
date/dates

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

To: \_\_\_\_\_

From: Immediate Supervisor

Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
TRANSFER REQUEST

Date \_\_\_\_\_

To: Assistant Superintendent

From: \_\_\_\_\_

I am requesting a transfer from \_\_\_\_\_

to \_\_\_\_\_ effective \_\_\_\_\_.

The reasons for this request are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

# Pacific Grove Unified School District - 2023-2024

180 Day School Calendar						Date	Event
	M	T	W	TH	F		
July 2023	24	25	26	27	28	8/3	New Hire Orientation
	31	1	2	3	4	8/4	Professional Development Day (Non Student Day)
Aug 2023	7	8	9	10	11	8/7	Welcome
	14	15	16	17	18	8/8	Teacher Prep Day (Non Student Day)
	21	22	23	24	25	8/9	First day of School
	28	29	30	31	1		
Sept 2023	4	5	6	7	8	9/4	Labor Day Holiday
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
Oct 2023	2	3	4	5	6	10/6	End of 1st Quarter (42 days)
	9	10	11	12	13	10/7	Butterfly Parade
	16	17	18	19	20	10/16-10/20	Fall Break
	23	24	25	26	27		
	30	31	1	2	3		
Nov 2023	6	7	8	9	10	11/10	Veterans Day Holiday
	13	14	15	16	17	11/22	Minimum Day for Students and Classified Staff
	20	21	22	23	24	11/23-11/24	Thanksgiving Holiday
	27	28	29	30	1		
Dec 2023	4	5	6	7	8	12/15	End of 2nd Quarter (42 days)
	11	12	13	14	15	12/15	End of 1st Semester (84 days)
	18	19	20	21	22	12/22	Minimum Day for Students and Classified Staff
	25	26	27	28	29	12/25-1/5	Winter Break
Jan 2024	1	2	3	4	5	12/25-1/5	Winter Break
	8	9	10	11	12	1/8	Teacher Prep Day (Non Student Day)
	15	16	17	18	19	1/15	Martin Luther King Holiday
	22	23	24	25	26		
	29	30	31	1	2		
Feb 2024	5	6	7	8	9	2/12-2/14	Presidents' Holiday
	12	13	14	15	16	2/12-2/16	Presidents' Break (Holiday's 12,13 & 14)
	19	20	21	22	23	2/19	Professional Development Day (Non Student Day)
	26	27	28	29	1		
March 2024	4	5	6	7	8		
	11	12	13	14	15	3/15	End of 3rd Quarter (47 days)
	18	19	20	21	22		
	25	26	27	28	29		
April 2024	1	2	3	4	5	4/5	Minimum Day for Students and Classified Staff
	8	9	10	11	12	4/8-4/12	Spring Break
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	1	2	3	5/27	Memorial Day
May 2024	6	7	8	9	10	5/31	End of 4nd Quarter ( 49 days)
	13	14	15	16	17	5/31	End of 2nd Semester ( 96 days)
	20	21	22	23	24	5/31	Last Day of School
	27	28	29	30	31	5/31	Minimum Day for Students /180-190 Classified Staff
	First Day/Last Day of School						Breaks
	Professional Development Day/Teacher Prep Day						Holiday (8 total)
	Welcome						Local Holiday (5 total)
	Minimum Day for Students and Classified Staff (4 total)						
<b>185 Work Days - Current Teachers</b>			<b>186 Work Days - New Teachers</b>			<b>Instructional Days 180</b>	
Leap year, this calendar has one extra day we need to omit to make it 180							



PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AUXILIARY PERSONNEL

Employee \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

School(s) \_\_\_\_\_

---

Employment Performance Objective

Assessment  
Techniques

Degree of Progress  
(When appropriate)

---

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

Employee \_\_\_\_\_ Position \_\_\_\_\_

Time \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_

1. Activity being observed:
  
  
  
  
  
  
  
  
  
  
2. Auxiliary services employee objective:
  
  
  
  
  
  
  
  
  
  
3. Strengths of employee:
  
  
  
  
  
  
  
  
  
  
4. Areas of improvement:
  
  
  
  
  
  
  
  
  
  
5. Comments, recommendations, etc.:



# Pacific Grove Unified School District

## School Counselor Evaluation

Exhibit 12c

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

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

### Professional Performance Standards

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



# Pacific Grove Unified School District

## School Counselor Evaluation

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

## School Counselor Evaluation

### 4. Standard-Consultation and Collaboration, Program Coordination

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

- Establishes professional relationships with staff, parents and students.
- Provides knowledge and support of site and district programs for student services
- Presents reports in a clear concise manner.
- Promotes counseling and guidance programs to students, parents and staff.
- Establishes a calendar of guidance or counseling activities.
  
- Provides assistance in guidance related staff in-services.
- Promotes equity and access for all students.
- Advocates for student needs.

Comments:



# Pacific Grove Unified School District

## School Counselor Evaluation

\_\_\_\_\_ is:  
Employee Name

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

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

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date



# Pacific Grove Unified School District

## School Psychologist Evaluation Form

Exhibit 12d

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

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

### Professional Performance Areas

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





# Pacific Grove Unified School District

## School Psychologist Evaluation Form

Exhibit 12d

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>2. Communication Skills</b></p> <ul style="list-style-type: none"><li>• Is constructive and cooperative in interactions with parents and receptive to their contributions.</li><li>• Communicates with other professional staff and consults effectively with the wider school community.</li><li>• Reports and interprets test results and other student data in ways that can be understood by non-specialists and used to facilitate student growth.</li><li>• Interprets student records clearly for students, parents, teachers, administrators, and other authorized personnel.</li></ul>
--	---

**Comments**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>3. INSTRUCTIONAL PRACTICE</b></p> <ul style="list-style-type: none"><li>• Creates an environment that promotes team participation, learning, and involvement.</li><li>• Uses appropriate techniques to facilitate Team process.</li></ul>
--	---

**Comments**



# Pacific Grove Unified School District

## School Psychologist Evaluation Form

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>4. DIAGNOSTIC ASSESSMENT/EVALUATIONS</b></p> <ul style="list-style-type: none"><li>• Administers, scores, and interprets results of psycho-educational measures or 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**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>5. PROBLEM SOLVING</b></p> <ul style="list-style-type: none"><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>
--	--

**Comments**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>6 Professionalism</b></p> <ul style="list-style-type: none"> <li>• Responsibly meets professional obligations in regard to punctuality, attendance, and assigned routine duties.</li> <li>• Shares responsibility for accomplishing the goals and priorities of grade, team, department, school site and the Pacific Grove Unified School District.</li> <li>• Is a reflective and continuous learner.</li> <li>• Speaks professionally about students and families.</li> </ul>
<p><b>Comments</b></p>	



# Pacific Grove Unified School District

## School Psychologist Evaluation Form

\_\_\_\_\_ is:  
Employee Name

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

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

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date



# Pacific Grove Unified School District Speech and Language Therapist Evaluation

Exhibit 12c

Evaluatee: _____	School: <span style="background-color: #add8e6; padding: 2px;">Select School</span>	Date: _____
Evaluator: _____	Grade/Subj: _____	
Check one: <input checked="" type="radio"/> Probationary 1 <input type="radio"/> Probationary 2 <input type="radio"/> Temporary <input type="radio"/> Permanent		

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

## Professional Performance Areas

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



# Pacific Grove Unified School District

## Speech and Language Therapist Evaluation

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>2. Standard- Creating &amp; Maintaining Effective Environments for Student Learning</b></p> <ul style="list-style-type: none"> <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>
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**Comments**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>3. Standard- Understands &amp; Organizes Goals and Objectives/Lessons for Student Learning.</b></p> <ul style="list-style-type: none"> <li>• Creates an environment that promotes team participation, learning, and involvement.</li> <li>• Selects and organizes Speech Therapy materials that match students' current needs and developmental level.</li> <li>• Develops student understanding through instructional strategies that are appropriate to students' goals and objectives.</li> <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>
--	--

**Comments**



**Speech and Language Therapist Evaluation**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>4. Standard- Planning Instruction &amp; Designing Learning Experiences for ALL Students</b></p> <ul style="list-style-type: none"><li>• Draws on and values students’ backgrounds, interests and developmental learning needs.</li><li>• Establishes and articulates goals for student learning.</li><li>• Develops and sequences instructional activities and materials for student learning.</li><li>• Modifies instructional plans to adjust for student needs.</li></ul>
--	--

**Comments**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>5. Standard- Assessing Student Learning</b></p> <ul style="list-style-type: none"><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><li>• Uses the results of assessments to guide instruction.</li><li>• Demonstrates a knowledge and use of a wide range of appropriate assessments.</li><li>• Monitors and communicates student progress.</li><li>• Complies with state and federal regulations governing special education with specific attention to time lines and Individuals with Disabilities Education Act.</li></ul>
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**Comments**

<p><input type="radio"/> Satisfactory/ Meets Standards</p> <p><input type="radio"/> Conditional</p> <p><input type="radio"/> Unsatisfactory/ Does Not Meet Standards</p>	<p><b>6. Standard- Developing as a Professional Speech &amp; Language Pathologist</b></p> <ul style="list-style-type: none"><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>
<p><b>Comments</b></p>	





# Pacific Grove Unified School District

## Speech and Language Therapist Evaluation

Exhibit 12c

\_\_\_\_\_ is:  
Employee Name

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

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

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date



# Pacific Grove Unified School District

## California Standards for the Teaching Profession

### Initial Certificated Evaluation (Fall Planning)

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

Strengths		Areas for Growth
	<b>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b> <ul style="list-style-type: none"> <li>• Using knowledge of students to engage them in learning</li> <li>• Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</li> <li>• Connecting subject matter to meaningful, real-life contexts</li> <li>• Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li>• Promoting critical thinking through inquiry, problem solving, and reflection</li> <li>• Monitoring student learning and adjusting instruction while teaching</li> </ul>	
	<b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b> <ul style="list-style-type: none"> <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>	

Strengths		Areas for Growth
	<p><b>UNDERSTANDING &amp; ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b></p> <ul style="list-style-type: none"> <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>	
	<p><b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b></p> <ul style="list-style-type: none"> <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>	
	<p><b>ASSESSING STUDENTS FOR LEARNING</b></p> <ul style="list-style-type: none"> <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>	

Strengths		Areas for Growth
	<p><b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b></p> <ul style="list-style-type: none"> <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>	
<p><b>Other Comments:</b></p>		

\_\_\_\_\_  
 Evaluatee's Signature

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Date



# Pacific Grove Unified School District Classroom Observation Form

Exhibit 12g

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

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

## California Standards for the Teaching Profession Performance Areas

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

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

Comments:



# Pacific Grove Unified School District Classroom Observation Form

Exhibit 12g

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p><b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b></p> <ul style="list-style-type: none"> <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>
---	--

Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p><b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b></p> <ul style="list-style-type: none"> <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> <li>•</li> </ul>
---	---

Comments:



# Pacific Grove Unified School District Classroom Observation Form

Exhibit 12g

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b> <ul style="list-style-type: none"><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:

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<b>ASSESSING STUDENTS FOR LEARNING</b> <ul style="list-style-type: none"><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>
---	--

Comments:



# Pacific Grove Unified School District Classroom Observation Form

Exhibit 12g

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p><b>DEVELOPING AS A PROFESSIONAL EDUCATOR *</b></p> <ul style="list-style-type: none"><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> <p><i>*May not be reflected in this observation</i></p>
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Comments:

Overall Comments, Commendations, and Recommendations:





# Pacific Grove Unified School District Classroom Observation Form

Exhibit 12g

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

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

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

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

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

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

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

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

**California Standards for the Teaching Profession Performance Areas**

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

Comments:

**CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

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

- Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- Creating a rigorous learning environment with high expectations and appropriate support for all students
- Developing, communicating, and maintaining high standards for individual and group behavior
- Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- Using instructional time to optimize learning

Comments:

**UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

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

- Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizing curriculum to facilitate student understanding of the subject matter
- Utilizing instructional strategies that are appropriate to the subject matter
- Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- Addressing the needs of English learners and students with special needs to provide equitable access to the content

Comments:

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p><b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b></p> <ul style="list-style-type: none"> <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:

<input type="checkbox"/> Satisfactory/ Meets Standards  <input type="checkbox"/> Conditional  <input type="checkbox"/> Unsatisfactory/ Does Not Meet Standards	<p><b>ASSESSING STUDENTS FOR LEARNING</b></p> <ul style="list-style-type: none"> <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>
---	---

Comments:

**DEVELOPING AS A PROFESSIONAL EDUCATOR**

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

- Reflecting on teaching practice in support of student learning
- Establishing professional goals and engaging in continuous and purposeful professional growth and development
- Collaborating with colleagues and the broader professional community to support teacher and student learning
- Working with families to support student learning
- Engaging local communities in support of the instructional program
- Managing professional responsibilities to maintain motivation and commitment to all students
- Demonstrating professional responsibility, integrity, and ethical conduct

Comments:

Overall Commendations:

Overall Recommendations:

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

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

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

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

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

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

\*1 See Article IX, Section K for Extended Evaluation Period Option

\*2 See Article IX, Section E regarding assistance plans

\*3 See Article IX, Section F regarding Education Code compliance

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
Extended Evaluation – Professional Growth Plan

Employee \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

School(s) \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date



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

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

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

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

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

Option A

Option B

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

PGUSD Certificated Employee Grievance Form  
Informal Meeting Summary

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

Grievant Name

Title

Site

Supervisor Name

Title

Site

Description of alleged grievance:

Resolution sought:

Meeting outcome:

Grievant Signature

Name of Conferee (if any)

Supervisor Signature

PGUSD Certificated Employee Grievance Form  
Level 1

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

To: Supervisor Title Site

From: Grievant Title Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Supervisor with whom the initial informal meeting was held and date:

Resolution sought:

Grievant Signature

Supervisor Signature Indicating receipt

Date

**PGUSD Certificated Employee Grievance Response Form**  
**PGUSD Supervisor Response, Level 1**

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

To:

Grievant Name	Title	Site
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From:

PGUSD Supervisor	Title	Site
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Date Exhibit Form 13a was received:

A copy of PGUSD Certificated Employee Grievance Form Exhibit 13a is attached.

Response to the Level 1 Grievance:

Signature of Supervisor

Date

---

**FOR PGTA USE ONLY**

The supervisor's response (Exhibit 13b) to the grievance is:

	Satisfactory
	Unsatisfactory: Exhibit Form 13c is required for the next step in the Grievance Process.

Signature of PGTA Representative

Date

PGUSD Certificated Employee Grievance Appeal Form  
Appeal to Level 2: Superintendent/Designee

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

To:

PGUSD Superintendent

From:

Grievant Name(s)

Title

Site

Date Submitted:

Copies of all formal written documents required at previous level or levels are attached (Exhibits Form 13, 13a, 13b).

Indicate below the reasons you are not satisfied with the decision rendered in the previous level:

Include the specific resolution requested:

Signature of Grievant

Date

Superintendent Signature

Date



PGUSD Certificated Employee Grievance Form  
PGUSD Superintendent Response, Level 2

Date \_\_\_\_\_

To:

Grievant Name

Title

Site

From:

PGUSD Superintendent

Response to Level 2 appeal:

Signature of Superintendent

Date Submitted

---

**FOR PGTA USE ONLY**

The Superintendent's response (Exhibit 13d) to the grievance is:

	Satisfactory
	Unsatisfactory: Refer to the Grievance Process in the PGUSD/PGTA Collective Bargaining Agreement for the next step of Mediation.

Signature of PGTA Representative

Date

PGUSD Certificated Employee District Level Grievance Form

Level 2: Superintendent/Designee

- Exhibit Forms 13a and Exhibit 13b do not apply as the grievance arises from alleged action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor.

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

To:	Superintendent	Title	Site
From:	Grievant	Title	Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Resolution sought:

Grievant Signature	Date
--------------------	------

Superintendent Signature indicating receipt	Date
---	------

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
APPLICATION FOR CONSULTANCY AGREEMENT

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

Superintendent's Recommendation for Approval:

Date \_\_\_\_\_ Superintendent \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CONSULTANCY AGREEMENT

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

- 1. Services to be furnished:
  
- 2. Term: The term of this Agreement shall be for a period of one year, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.
  
- 3. Option: District grants to Consultant the right to extend this Agreement \_\_\_\_\_ successive period of one year each.
  
- 4. Services by Consultant: The Consultant agrees to furnish forty (40) days per year of services as described in paragraph 1 above, at a time and place mutually agreeable to the parties.
  
- 5. Compensation: The District shall pay a maximum of \$\_\_\_\_\_ per year at the rate of \$\_\_\_\_\_ for each day of completed service. The schedule of payment shall be mutually arranged between the District and the Consultant.
  
- 6. Benefits: The District shall provide the same benefits for the Consultant that it does for the full time employee.

CONSULTANT  
\_\_\_\_\_  
Date \_\_\_\_\_

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_Initial Request

\_\_\_\_Final Request

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

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

\_\_\_\_\_  
Name School and Assignments Date

**I. Application Request**

I request \_\_\_\_\_ units in the following area:

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

I want to apply these units to      \_\_\_\_ Column Advance      \_\_\_\_ Inservice Release

**II. Please summarize your proposal:**

Include the following:

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

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

**III. PGRB Action:**      \_\_\_\_ units are recommended

\_\_\_\_\_  
Date PGRB Chairperson

**IV. Superintendent Action:**

\_\_\_\_ Approved      \_\_\_\_ Denied

\_\_\_\_ Additional information requested by Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature

**V. Final review of evidence of satisfactory completion**

\_\_\_\_ Approved      \_\_\_\_ Denied

\_\_\_\_\_  
Date PGRB Chairperson

**VI. Entry made on personnel records: \_\_\_\_ units**

\_\_\_\_\_  
Date Personnel Officer

Approved 5/22/02

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

**APPLICATION FOR JOB SHARING**

1. Name of Applicant: \_\_\_\_\_

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

Check if applicable:

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

3. Attach description of job sharing plan including:

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

4. Recommendation Procedure

A. Committee Recommendation

Date: \_\_\_\_\_ Committee PGTA Rep.: \_\_\_\_\_

Date: \_\_\_\_\_ Committee Site Admin. Rep.: \_\_\_\_\_

Recommend approval       Do not recommend approval

B. Superintendent Recommendation

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

Recommend approval       Do not recommend approval

C. Date of Board Action: \_\_\_\_\_

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
STIPEND/EXTRA DUTY PAY LIST**

<b>Position</b>	<b>Number of positions</b>	<b>1st/2nd Year</b>	<b>3rd/4th Year</b>	<b>5+ Years</b>
HS Assistant Athletics Director	Assistant = 1	\$6694	\$7159	\$7658

**HIGH SCHOOL ATHLETICS TIER I**

<b>Sport</b>	<b>Number of positions</b>	<b>1st/2nd Year</b>	<b>3rd/4th Year</b>	<b>5+ Years</b>
Football	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Assistant Coach = 3	\$3684	\$3886	\$4102
Volleyball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Boys Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Girls Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Wrestling	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Boys Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Girls Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Baseball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Softball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Track	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 2	\$3684	\$3886	\$4102
Lacrosse	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Cheer	Coach = 1	\$4917	\$5195	\$5495
Dance	Coach = 1	\$4917	\$5195	\$5495

**HIGH SCHOOL ATHLETICS TIER II**

<b>Sport</b>	<b>Number of positions</b>	<b>1st/2nd Year</b>	<b>3rd/4th Year</b>	<b>5+ Years</b>
Cross Country	Varsity Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
Golf	Varsity Coach (Boys) = 1 Varsity Coach (Girls) = 1	\$4191 \$4191	\$4408 \$4408	\$4641 \$4641
Swimming	Varsity Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
Water Polo	Varsity Coach (Boys) = 1 Varsity Coach (Girls) = 1 JV Coach (Coed) = 1	\$4191 \$4191 \$3084	\$4408 \$4408 \$3286	\$4641 \$4641 \$3502
Tennis	Varsity Coach (Boys) = 1 Varsity Coach (Girls) = 1	\$4191 \$4191	\$4408 \$4408	\$4641 \$4641

**MIDDLE SCHOOL ATHLETICS**

<b>Sport</b>	<b>Number of positions</b>	<b>1st/2nd Year</b>	<b>3rd/4th Year</b>	<b>5+ Years</b>
MS Athletics Director	Director = 1	\$3643	\$3841	\$4054
Girls Volleyball	Coach = 1 (6th grade) Coach = 1 (7th grade) Coach = 1 (8th grade)	\$2156 \$2156 \$2156	\$2243 \$2243 \$2243	\$2336 \$2336 \$2336
Boys Volleyball	Coach = 1 (6th grade) Coach = 1 (7th grade) Coach = 1 (8th grade)	\$2156 \$2156 \$2156	\$2243 \$2243 \$2243	\$2336 \$2336 \$2336
Girls Basketball	Coach = 1 (6th grade) Coach = 1 (7th grade) Coach = 1 (8th grade)	\$2156 \$2156 \$2156	\$2243 \$2243 \$2243	\$2336 \$2336 \$2336
Boys Basketball	Coach = 1 (6th grade) Coach = 1 (7th grade) Coach = 1 (8th grade)	\$2156 \$2156 \$2156	\$2243 \$2243 \$2243	\$2336 \$2336 \$2336
Wrestling	Coach = 1	\$2156	\$2243	\$2336
Girls Soccer	Coach = 1	\$2156	\$2243	\$2336
Boys Soccer	Coach = 1	\$2156	\$2243	\$2336



Track	Coach = 1	\$2156	\$2243	\$2336
Cross Country	Coach = 1	\$2156	\$2243	\$2336
Golf	Coach = 1	\$2156	\$2243	\$2336
Tennis	Coach = 1	\$2156	\$2243	\$2336
Spirit Squad	Coach = 0	\$2156	\$2243	\$2336

**EXTRA-CURRICULAR STIPEND POSITIONS**

<b>Activity</b>	<b>Number of positions</b>	<b>1st/2nd Year Compensation</b>	<b>3rd/4th Year Compensation</b>	<b>5+ Years Compensation</b>
HS Musical	Advisor = 1 Assistant = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Drama	Coach = 1	\$4191	\$4408	\$4641
HS Newspaper	Advisor = 1	\$4191	\$4408	\$4641
HS Yearbook	Advisor = 1	\$4191	\$4408	\$4641
HS Robotics	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Choral Club	Coach = 1	\$4191	\$4408	\$4641
HS Mock Trial	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
MS Yearbook	Advisor = 1	\$1952	\$2076	\$2209
MS Musical	Advisor = 0	\$1952	\$2076	\$2209
Robotics/ROV Advisor	FG = 1 RHD = 1	\$1500 \$1500	\$1500 \$1500	\$1500 \$1500
Drama Advisor	RHD = 1	\$1500	\$1500	\$1500

**OTHER STIPEND POSITIONS**

<b>Activity</b>	<b>Number of positions</b>	<b>1st/2nd Year Compensation</b>	<b>3rd/4th Year Compensation</b>	<b>5+ Years Compensation</b>
Lead Teacher, Community High	Lead Teacher = 1	\$8177		
HS Band/Orchestra	Director, Fall = 1	\$2610	\$2806	\$3016
	Director, Spring = 1	\$2610	\$2806	\$3016
MS/ES Music Performance Coach	Instrumental = 2	\$2552	\$2743	\$2949
	Vocal = 2	\$1020	\$1097	\$1179
HS Leadership Teacher	Leadership teacher = 1	\$7658; see notes		
GATE Coordinator	Coordinator = 1	\$5000		
HS WASC Report	Lead Writer = 1	Hourly instructional rate, not to exceed \$2500		
Teacher Tech Lead	HS = 1 MS = 1 FG = 1 RHD = 1	\$800		
HS 8th Grade Writing Assessment Evaluator	Evaluators = 0	\$400		
Garden Coordinator	FG = 1 RHD = 1	\$3300		
		\$3300		
Overnight Camp Trips	MS Science Camp	\$150.00 daily		
After School Intervention Classes	As needed	Hourly instructional rate		
GATE Teacher	As needed	Hourly instructional rate		
PAR Mentor	As needed	\$1500 per semester		
Induction Mentor	As needed	\$1200 per semester		
Hourly Instructional Rate	As needed	\$51.30 per hour		
Teacher-In-Charge	As needed, see notes	\$90.85 per day		
Dual Enrollment	Based on enrollment	See notes		
Curriculum Coordinator/ Department Chair	See notes			

**Notes:**

**High School Leadership Teacher:** Based on staffing needs, the High School site administrator may assign the Leadership teacher position as a teaching section or sections with a stipend of \$7,658 or as teaching section(s) with one additional prep period. If multiple teachers are assigned the Leadership class with a stipend, the stipend will be split between them.

**Teacher-In-Charge:** Any bargaining unit member acting as principal will be paid the daily factor if the principal leaves 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 two (2) days.

**Dual Enrollment:** In order to encourage teachers to teach one or more Dual Enrollment classes through MPC or another qualified community college with whom PGUSD has an agreement, the following compensation will be paid:

- a. For teachers who meet the college’s hiring requirements, stipends will be issued based on the amount paid to PGUSD from MPC per course, with 80% of the amount identified in the MPC/PGUSD Instructional Services Agreement paid as a stipend. The District will retain the California Department of Education (CDE) Indirect Cost Rate, and the remainder of the MPC reimbursement will be retained for classroom supplies specific to the course of study. For fully funded courses, stipends shall not be less than \$1,800 for one (1) dual enrolled course; \$2,600 for two (2) dual enrolled courses; \$3,400 for three (3) dual enrolled courses; \$4,200 for four (4) dual enrolled courses; and \$5,000 for five (5) or more dual enrolled courses per year.
- b. Courses must maintain a minimum of 15 students to seek full reimbursement from MPC. In the event of a course not maintaining the minimum number of students, the course can be canceled, resulting in no payment. The course may continue based on MPC’s recommendation and in consultation with PGUSD, and the PGUSD teacher will be reimbursed 15% of the original agreed upon amount as stipulated above.
- c. All stipend amounts are subject to MPC rate adjustment in accordance with the most current MPC salary schedule.

**Curriculum Coordinator/Department Chairs:** The stipend for all secondary department chairs shall be a base of \$700 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated curriculum coordinators up to \$700 per assignment.

DocuSigned by:



5C92D734B41142C

Joushua Jorn , Interim Superintendent

8/17/2023

Date

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.

**Memorandum of Understanding  
 Between Pacific Grove Teachers' Association (PGTA)  
 And Pacific Grove Unified School District (PGUSD)  
 March 8, 2022**

Memorandum of Understanding

In order to accommodate the state mandated 8:30 start time for high schools, the attached bell schedule will replace the current high school bell schedule for the 2022-2023 school year only, during which time staff and administration will evaluate its effectiveness and recommend changes for the following year.

Full-time teachers of grades 9 through 12 shall be assigned five classroom teaching periods with the block schedule shown below, for a total of 243 - 245 minutes per class per week.

Full-time teachers of grades 9 through 12 shall have 243-245 minutes preparation per week, depending on the block period assigned to preparation.

This schedule is effective for the 2022 - 2023 school year only. PGTA members do not waive the requirements under the current bargaining agreement to a 7-hour work day or to a 45-minute duty free lunch for future years.

**DISTRICT**

DocuSigned by:  
*Buck Roggeman*  
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 DocuSigned by:  
*RALPH PORRAS*  
 1E6A1CADD8AE7413...  
 DocuSigned by:  
*Ani Silva*  
 8097F201899401...  
 DocuSigned by:  
*Billie Manley*  
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 DocuSigned by:  
*Song Chin Bendib*  
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 DocuSigned by:  
*Lou Lozano*  
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**PGTA**

DocuSigned by:  
*Sally Richmond*  
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 DocuSigned by:  
*Karen Levy*  
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 DocuSigned by:  
*Margaret Rice*  
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 DocuSigned by:  
*Christal Hall-kelly*  
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*Susan Gaul*  
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 DocuSigned by:  
*Kari Serpa*  
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Side Letter of Agreement  
between  
Pacific Grove Unified School District  
and  
Pacific Grove Teachers Association

Subject: State Preschool Teacher

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

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

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

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

(Susan Nine)  
Susan Nine, PGTA Co-President

(Patrick Perry)  
Patrick Perry, Superintendent PGUSD

7/12/05  
Date

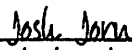
7/12/05  
Date

<b>PACIFIC GROVE UNIFIED SCHOOL DISTRICT</b> <b>STATE PRESCHOOL TEACHER SALARY SCHEDULE</b> <b>2022/2023</b>			
185 Work Days			
STEP	A	B	C
1	42852	44788	48696
2	44798	46767	50627
3	46767	48695	52612
4	48695	50627	54563
5	50627	52612	56493
6	52612	54563	58414
7	52612	56493	60407
8	52612	58414	62378
9	52612	60407	64317
10	52612	60407	66259
Masters Degree \$1,000.00 eff. 15/16 masters stipend increase to \$2,000			
A	Associate Teacher Title Authorization on Child Development Permit Matrix		
B	Teacher Title Authorization on Child Development Permit Matrix		
C	Master Teacher Title Authorization on Child Development Permit Matrix		
<p>*Health Allowance PAYMENT- \$3,000 to \$3,350 per year eff. 7/1/19. Eff 7/1/2021 Health Allowance increased to \$4550, Eff 7/1/2022 \$4550 Health Allowance changed to District Contribution.                      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.</p>			
<p>**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.</p>			
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, 5.0% Base Salary inc. eff 7/1/2021. 5.0% Base Salary inc. eff 7/1/2022, \$1000/yr. H&W inc. eff. 7/1/22			

5/24/2023

Date

DocuSigned by:



Joshua Jorna, Assistant Superintendent