

Master Contract Agreement

between

Pacific Grove Unified School District

and

Pacific Grove Teachers Association

July 1, 2009 – June 30, 2010

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I. THE AGREEMENT

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

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

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

1 II. WAGES

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

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

5 2. Counselor's Salary Schedule:

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

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

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

12 a. Speech Therapists

13 b. School Librarians

14 c. GATE Resource Teacher

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

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

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

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

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

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

24 5. Job Sharing

25 a. Job sharing is a plan whereby two certificated teachers, at least one of whom has  
26 attained permanent status in the District, share full teaching responsibilities for one identifiable full-time position.

27 b. Application for Job Sharing (using 17 application form) shall be submitted to the  
28 Superintendent who will convene a committee composed of the site administrator, a teacher at the grade  
29 level/subject in which the job share would occur and a PGTA representative. The committee shall submit a  
30 recommendation to the Superintendent for approval. Prior to the Committee's consideration of the plan, the  
31 applicant(s) may request a conference with the Committee.

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

34 1. by March 1<sup>st</sup> the employee must request a partial leave and include a job  
35 sharing plan (using Exhibit 17 application form) to the Superintendent or designee. The job sharing plan must  
36 identify how each job share partner will learn the information disseminated during staff meetings and staff

1 development sessions held on days that he or she is not scheduled to work, including the option of attending such  
2 meetings.

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

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

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

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

11 e. Any permanent certificated teacher approved for and assigned to a job-sharing  
12 plan shall be considered to be on a leave for that period of time included within the job share plan and shall  
13 become a part-time teacher in the District.

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

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

20 1. salary placement  
21 2. salary schedule advancement  
22 3. seniority and tenure rights  
23 4. benefits  
24 5. sick leave

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

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

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

32 k. Each job-sharing plan will be only one year in duration. Permanent teachers who  
33 wish to continue job-sharing must reapply annually by March 1<sup>st</sup>. If one of the job share partners is a  
34 temporary teacher, the position must be advertised, at a minimum, internally prior to selecting the temporary job  
35 share partner for the following year. There is no limit on the number of years a teacher may be approved for job  
36 sharing.

- 1                   6.     Computation of Daily Rate:
- 2                   a.     The computation of the daily rate of pay shall be as follows: Annual salary divided
- 3 by number of days contracted;
- 4                   b.     An Employee required by the Employer to serve more than the number of days in
- 5 his/her work year shall be paid at the daily rate.
- 6                   7.     Placement on the Salary Schedule for Academic Equivalency: Exhibit 6.
- 7                   8.     Definition of Salary Classifications on Salary Schedule:
- 8                   a.     Classifications:
- 9                   (1)    Column I = Bachelor's Degree
- 10                  (2)    Column II = Bachelor's Degree plus 15 upper division or graduate college
- 11 semester units after Degree.
- 12                  (3)    Column III = Bachelor's Degree plus 30 upper division or graduate college
- 13 semester units after Degree.
- 14                  (4)    Column IV = Bachelor's Degree plus 45 upper division or graduate college
- 15 semester units after Degree.
- 16                  (5)    Column V = Bachelor's Degree plus 60 upper division or graduate college
- 17 semester units after Degree.
- 18                  (6)    Column VI = Commencing July 1, 2006, placement in column VI, may
- 19 be achieved through the accrual of a bachelors degree, plus 75 “professional credits” as defined on Exhibit 16a,
- 20 or a masters degree plus 30 units or a doctorate degree. Individuals employed by the District in 2005–06 may use
- 21 previously obtained college units as their “professional credits.” (See Article II, section 14 g)
- 22                  b.     For any column advancement, professional growth units may be used.
- 23                  c.     An earned doctorate may be substituted for a masters degree.
- 24                  9.     Placement and Type of Salary Schedule:
- 25                  a.     The salary schedule recognizes two bases for placement:
- 26                  (1)    Years of experience in education at an accredited institution.
- 27                  (2)    Training or preparation.
- 28                  10.    Requirements for Advancement on the Salary Schedule:
- 29                  a.     Increment Step (Vertical Advancement)
- 30                  (1)    The Employee shall receive an increment step advancement for each year's
- 31 experience in the District up to a maximum stated on the salary schedule.
- 32                  (a)    Column (Horizontal Advancement) – The Employee shall receive column
- 33 advancement for professional growth units earned according to provisions of 8.
- 34                  11.    Professional Growth/General Provisions:
- 35                  a.     The Employee may earn professional growth credits for advancement on the salary
- 36 schedule by two methods:

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

3 (2) By satisfactorily completing professional growth units through the  
4 provisions of the Self-Development Program outlined in paragraph 14.

5 b. Professional growth units may be applied to column or converted to inservice release  
6 time (Exhibit 16).

7 12. Professional Growth/Self-Development Program:

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

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

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

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

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

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

20 d. Guidelines for acceptability of professional growth activities are in Board Policy  
21 4131.7.

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

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

26 (1) Educational travel

27 (2) Action research

28 (3) Self-directed study

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

30 (5) Curriculum development

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

32 g. Professional growth units are limited as follows:

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

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

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

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

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

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

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

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

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

19 13. Professional Growth Placement, column VI

20 a. An employee may earn professional credits by applying to the Professional  
21 Growth Review Board (see exhibit 16a) before she or he commences activity to move into column VI.  
22 Professional growth efforts for column VI are intended to establish an area of concentration which will assist the  
23 teacher in their assignment in Pacific Grove Unified School District.

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

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

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

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

33 f. The employee shall notify the employer of the employee's intent to complete the  
34 requisite number of professional growth units for an advancement on the Salary Schedule during the coming  
35 school year. The notification shall be delivered to the employer by June 1<sup>st</sup> of the year proceeding the  
36 advancement. This notification shall be made on a form provided to each employee by April 15<sup>th</sup> by the

1 employer.

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

5 14. Notification and Verification Requirements:

6 a. Verification of the completion of professional growth units shall be determined by  
7 the Employer.

8 b. Notification of intent to Advance on the Salary Schedule. The Employee shall  
9 notify the Employer of the Employee's intent to complete the requisite number of professional growth units for an  
10 advancement on the salary schedule during the coming school year. The notification shall be delivered to the  
11 Employer by May 1 of the year preceding the advancement. This notification shall be made on a form provided to  
12 each Employee by April 15<sup>th</sup> by the Employer.

13 15. Special Assignment Increments:

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

17 b. Factors. The Employee assigned these positions will be paid regular salary and the  
18 amount equivalent to the following factors multiplied by Column I, Step 1 of the Teacher's Salary Schedule.

19 (1) An increase of 7.5% of the base factor shall be added for the third and  
20 following years' participation in that same position on the special increments schedule. An additional increase of 7.5%  
21 of the base factors shall be added for the fifth and the following years' participation in that same position on the special  
22 increments schedule. (Exhibit 18)

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

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

26 (b) A regular schedule of practice.

27 (c) The schedule of games or contests.

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

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

### III. EMPLOYEE BENEFITS

#### A. Health Benefits:

##### 1. District Contribution

Beginning with the 2000/01 school year the District shall no longer contribute directly to cost of employee-only medical, dental or vision insurance for active employees.

##### 2. In Lieu Payment:

In lieu of such direct employee-only insurance contribution, the District shall pay to each active, full time, certificated (PGTA) employee, who has enrolled in the current District/Association medical, dental and vision plans, an amount of \$9,653.00 in 2008/09, in addition to their other compensation.

(For informational purposes only: The “in lieu” payment was based on the amount needed (at current rates) for the coverage under MCSIG Plan I, Dental and Vision for an employee only)

Employees may choose an alternative MCSIG plan (other than I) without a change in the amount of the “in lieu” payment.)

Certificated (PGTA) employees working less than full time shall receive a proportional share of the “in lieu” payment.

Certificated (PGTA) employees must be enrolled in all three District/Association health insurance plans ( medical, dental, vision) to receive the “in lieu” payment.

##### 3. Dependent Medical Coverage:

The District contribution toward dependent medical coverage beginning 2008/09 shall a total of \$4,274.00 per year.

##### 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 following 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 contractual District contribution levels, shall be the obligation of the employee unless changed by negotiations.

1                   5.       Employees Without Dependent Coverage

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

- 4                               (1)     life insurance  
5                               (2)     income protection insurance  
6                               (3)     medical insurance

7                   6.       Choice of Insurance Companies and Coverage

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

9                   7.       Maximum Benefit to Part Time Employees

10                  The maximum benefit to part time Employees will be prorated.

11                  8.       Eligibility Requirements

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

14                  9.       COBRA Coverage

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

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

18                  C.       Medical Coverage for Retired Unit Members

19                       1.       a) Full time unit members who retire from the District with at least ten(10) years of  
20 certificated service, and who previously were eligible to receive the same insurance contribution from the District  
21 as active employees, shall now receive a contribution to their insurance up to the equivalent dollar value of the “in  
22 lieu payment”, identified in A.2 above, if they are enrolled in the three District/ Association health insurance  
23 plans. The amount of the District contribution shall not, however, exceed the cost of the premium(s) for the  
24 plan(s) in which the retiree is enrolled. This benefit shall continue up to the time at which the retired unit member  
25 becomes eligible for Medicare or age 65, whichever occurs first.

26                               b)     After the retired unit member reaches age 65, or becomes eligible for Medicare,  
27 whichever occurs first, the District will provide \$102 per month toward a Medicare supplement insurance policy for  
28 those who retired prior to July 1, 2006 and \$152 per month for those who retired July 1, 2006 or after. Retired unit  
29 members in this category will receive the Medicare supplement subject to the cap, up through age 85. Additionally,  
30 the District will provide to retired unit members in this category premiums for dental and vision coverage equal to  
31 premiums received by active employees up through age 85.

32                       2.       After November 1, 1990 a bargaining unit member who retires between the ages of 55 and 65  
33 and is unable to earn sufficient quarters to be vested in Medicare by his/her retirement date will be covered under the  
34 provisions for retiree health coverage listed in the 1989-90 contract.

35                       3.       Additionally, the retiree has the option to purchase medical coverage for one dependent  
36 under the foregoing conditions as specified above, if allowable under the rules of the insurance provided.

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

3           D.       Teacher Attendance Incentive Plan

4                   1.       Purpose:

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

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

14                   2.       Eligibility:

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

18                   3.       Computation of Annual Incentive Payments:

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

24                   4.       Annual Cash Incentive Payment to Unit Members:

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

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

30                   5.       Annual Payment to the Special Reserve Account:

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

35                   6.       Eventual Distribution of Special Fund Deposits and Earnings:

36                   a.       Following retirement or separation from District employment, the unit member's

1 accumulated share of the special reserve fund is distributed subject to the excessive sick leave usage deduction  
2 provisions described below and the legally required taxes and deductions. Payment will be made in August following  
3 separation from the District to the unit member's official home address via U.S. mail.

4 7. Deduction from Unit Member's Special Reserve Fund:

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

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

13

1 IV. RETIREMENT/EARLY RETIREMENT

2 A. General Provision:

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

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

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

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

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

13 B. Early Retirement Options

14 1. Consultancy Contract:

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

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

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

22 (3) The early retiree shall make application to the Superintendent (Exhibit 14).

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

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

30 2. Early Full Retirement:

31 a. Eligibility: To be eligible the Employee must be at least 55 years of age and have 10  
32 years of service with the Employer immediately preceding resignation and retirement.

33 3. Reduced Workload with Full-Time Benefits:

34 a. Eligibility requirements:

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

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

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

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

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

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

17 (1) The Employee shall receive health "in lieu payment", and other fringe  
18 benefits in the same manner as a full-time Employee.

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

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

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

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

V. LEAVES

A. Sick Leave:

1. An Employee employed five 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 were employed. Compensation under this section shall not apply to the first ten (10) days of absence of any Employee employed five days a week to the proportion of ten (10) days of absence to which an Employee employed less than five 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: (See Exhibit 7)

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

B. Health Leave:

1. Employees shall be entitled to one 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 year unless the State Teachers' Retirement system declares a disability. Exceptions to notification dates will be made in emergency cases.

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

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

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

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

15                D.       Child Rearing Leave: A male or female Employee shall be entitled to child rearing leave for the  
16 purpose of rearing his/her natural or adopted child. Child rearing leave shall be without pay. Such leave shall remain  
17 in effect at least until the end of the first semester following the birth/adoption of the child. No such leave of absence  
18 shall be granted for more than one year at a time, nor may it be extended beyond a second year.

19                E.       Industrial Accident or Illness Leave:

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

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

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

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

27                   d.       When a person employed in a position requiring certification qualifications is absent  
28 from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due  
29 him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under  
30 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.

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

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

35                   g.       Upon termination of the industrial accident or illness leave, the Employee shall be  
36 entitled to the benefits provided in the Education Code, and for the purposes of each of these sections his/her absence

1 shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that  
2 if the Employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her  
3 accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to  
4 him/her of not more than his/her full salary.

5 h. During any paid leave of absence, the Employee shall endorse to the Employer the  
6 temporary disability indemnity checks received on account of his/her industrial accident or illness. The Employer, in  
7 turn, shall issue the Employee appropriate salary warrants for payment of the Employee's salary and shall deduct  
8 normal retirement and other authorized contributions.

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

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

15 F. Jury Duty Leave:

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

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

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

23 G. Witness Leave:

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

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

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

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

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

34 H. Personal Necessity Leave - Short Term:

35 1. During any fiscal year an Employee may elect to use not more than seven days of  
36 accumulated sick leave benefits for personal necessity leave.

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

- 3                   a.       Death or serious illness of a member of his/her immediate family.
- 4                   b.       Accident involving his/her person or property, or the person or property of a member  
5 of his/her immediate family.

6                   3.       Employees shall be required to secure advance permission from their immediate supervisor  
7 or his/her designee for all personal necessity leave except as provided above. It shall be the responsibility of the  
8 Employee to provide proof of personal necessity. The forms to be used to request permission and provide proof are  
9 attached as Exhibit 8.

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

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

20                  4.       Employees, upon an advance notice to the immediate supervisor, shall be permitted to use  
21 ~~one (1) day~~ three (3) of the seven (7) days of personal necessity leave without disclosing the purpose or reason for the  
22 leave. The date of such leave shall be at the Employee's discretion except that in an emergency situation the immediate  
23 supervisor may limit the number of leaves authorized under this provision.

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

27                  I.       Personal Request Leave - Long Term:

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

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

1 Superintendent.

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

7 4. Personal request leaves shall be without pay.

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

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

15 J. Bereavement Leave:

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

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

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

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

33 K. Sabbatical Leave:

34 1. Professional Study or Travel

35 The Employer may grant sabbatical leave to a full-time Employee for the purpose of  
36 professional study or travel if such leave will benefit the Employee's work performance, and the pupils of the District,

1 and compliance with the State and Board regulations has been achieved.

2 2. Understanding

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

6 3. Superintendent's Authorization for Further Details

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

10 4. Granted Without Prejudice

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

12 5. Purpose

13 Sabbatical leave may be granted for the following purposes:

14 a. Travel

15 b. Independent study

16 c. Formal study

17 d. A combination of the above

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

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

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

26 6. Eligibility:

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

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

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

35 7. Length of Leave:

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

1 semesters.

2 8. Application and Procedures:

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

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

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

- 11 (1) Whether leave has been taken previously
- 12 (2) Seniority
- 13 (3) Relative merits of reasons for desiring leave
- 14 (4) Benefits to the District
- 15 (5) Applicant's service record

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

21 9. Compensation:

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

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

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

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

36 11. Return to Duty - Return to Service

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

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

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

13                   13.       Accident or Illness: Interruption of the program of study or research caused by serious  
14 accident or illness during a sabbatical leave shall not prejudice the status of an Employee as regards the fulfillment of  
15 the conditions for study or research on which such leave was granted nor affect the amount of compensation to be paid  
16 such Employee under the terms of such sabbatical leave, provided that the Superintendent has been notified of such  
17 accident or illness. Notification shall be by registered letter mail within two (2) weeks after such accident or illness.  
18 Such notice must include a doctor's verification of the Employee's state of health.

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

22                   L.       Differential Compensation Leave:

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

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

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

32                   a.       Amount of differential pay

33                   b.       Benefits

34                   c.       Seniority and tenure rights

35                   d.       Reinstatement

36                   4.       Upon return from leave, the Employee shall file a report with the Superintendent and the

1 Board concerning the benefits to the District achieved by the leave.

2 M. Military Leave:

- 3 1. Military leave will be granted in accordance with the Education Code and California law.  
4 2. Certificated Employees eligible for the draft or considering fulfilling a military obligation by  
5 enlistment, shall keep the Superintendent of Schools informed as to their current draft classification status.  
6 3. Every effort on the Employee's part must be made to aid in an orderly transition in the event  
7 the Employee is required to leave in the middle of the school year.  
8 4. Applicants for military leave shall make every effort to prevent their military obligations  
9 from conflicting with school duties.

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

- 14 1. No such leave of absence shall be granted for more than one (1) year at a time, nor may it be  
15 extended beyond a second year.  
16 2. Any teacher serving as an exchange teacher in the District from a foreign country must  
17 possess the credential as provided in the Education Code.  
18 3. Upon mutual agreement by the Pacific Grove Unified School District, the place of exchange,  
19 and the exchange teachers, the following conditions will be established.  
20 a. Each Employer will provide a contract to pay their teacher's regular salaries and  
21 benefit payments, making all deductions provided by law, during the period of the exchange teaching.  
22 b. Each Employer will pay for any substitute teachers' salaries that become necessary in  
23 the event their teacher becomes ill.  
24 c. Teachers on exchange are responsible for any transportation costs and living costs  
25 recognized in participating in the exchange program.  
26 d. Each Employer will provide for accident considerations through some coverage such  
27 as workers' compensation insurance.

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

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

36 Q. Liability: The Pacific Grove Board of Education and the Pacific Grove Unified School District shall

- 1 not be liable for the payment of any compensation or damage arising from the death or injury of an Employee while on
- 2 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 in which the Employee selected for the transfer does not request that transfer or a grade level closure necessitates that transfer.

c. Group Involuntary: A group involuntary transfer is one which involves two 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. Change in Assignment at School Site

1. The principal of a school site may, when a vacancy occurs at his/her site, inform school site faculty of potential grade level or department openings. A teacher may request a change in assignment within his/her school. The request shall be filed with the Principal and Human Resources Department on the appropriate forms (Exhibit 9). It is recommended that such request for change in assignment at school site be submitted by April 1<sup>st</sup>. Vacancies 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 Pacific Grove Unified School District. Members of the site may interview for any or all positions at a school site for which they qualify. All applicants requesting an interview will be interviewed before the position is filled. All interviewees and the Association will be notified in writing by the Principal of the decision and the reasons. In the event that no qualified employee requests a change in assignment, the District will follow guidelines noted in Section C.

2. The filing of a request for change in assignment is without prejudice to the Employee concerned. It does not jeopardize the Employee's assignment. A request may be withdrawn at any time prior to the official confirmation that the assignment has been effected. This provision may be renegotiated annually on the request of either PGTA or the District.

C. Vacancy Announcements:

1. The Employee may request a transfer. During the school year the Employer shall post and provide to each Employee a list of all known vacancies by assignment, qualifying criteria, and location, as they become known. During the summer vacation, the list of known vacancies will be posted and provided to Employees who so request on the appropriate form. Vacancies 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 Pacific Grove Unified School District. In the event that no qualified employee requests a transfer to a vacant position, the District will recruit and

1 hire from outside the District. To the extent that it does not interfere with the educational program, all such Employees  
2 will be provided an opportunity to visit schools at which the openings exist. No vacancy can be filled prior to the  
3 vacancy being announced and the procedure outlined below being followed.

4 2. Transfer requests shall be filed with the Superintendent/Personnel Department directly or  
5 through the building principal on the appropriate forms (Exhibit 9). It is recommended that such request for transfer be  
6 submitted by April 1. Members of the unit with transfer applications on file by the announced closing date may  
7 interview for any or all positions for which they qualify. All transfer applicants requesting an interview will be  
8 interviewed before the position is filled. All interviewees and  
9 the Association will be notified in writing by the Superintendent or his/her designee of the decision and the reasons.

10 3. The filing of a request for transfer is without prejudice to the Employee concerned. It does  
11 not jeopardize the Employee's assignment. A request may be withdrawn at any time prior to the official confirmation  
12 that the transfer has been effected.

13 D. Notification, Preparation and Compensation for Transfers: In the event of transfers, teachers will be  
14 given two weeks notice, if possible, and will be given the choice of three (3) days of compensation at substitute rate for  
15 work performed outside the normal work day or three (3) school days of release time, to compensate for or to prepare  
16 for and effect the move. The compensation option shall be effective for involuntary transferees for the 1996/97 and  
17 ensuing school years. Transportation shall be provided by the Employer for moving the teacher's materials.

18 E. Individual Involuntary Transfers:

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

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

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

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

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

7           6.       Employees involuntarily transferred shall have the right to return to their original  
8 assignments (grade level/department) if it becomes available within two (2) years.

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

16           F.       Group Involuntary Transfer: The criteria for selection of those Employees to be transferred shall be  
17 the same as for Individual Involuntary Transfer, Item 2. Employees chosen for involuntary transfer will be notified in  
18 writing by the Superintendent or his/her designee of the reasons for their selection. Employees affected by involuntary  
19 transfers shall be reassigned as follows:

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

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

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

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

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

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

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

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

15           I. Summer School Assignment: Whenever possible, applications for summer school will be available  
16 no later than April 1. The deadline to return applications will be April 15, or 14 calendar days from the date of  
17 posting. Available assignments will be filled on the basis of clearly defined and pre-established criteria, prior  
18 experience, major or minor fields of study and length of service in the District. First priority for a particular  
19 assignment shall be given to the employee who was working in the District in the same grade level or subject area  
20 during the preceding regular school year. In the case of multiple "first priority" applicants, priority shall be  
21 determined based on the employee with the most years of service in the District in the relevant grade level or  
22 subject. If there are still applicants with equal priority, then priority shall be determined by seniority in the  
23 District. Assignments shall be made collaboratively by the Summer School Principal and District Personnel  
24 Officer.

25           J. Regular Education Combination Class Assignment:

26           1. A combination class is one comprised of students from two or more elementary grade  
27 levels.

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

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

35           4. An employee transferred to teach a combination class will be given as much advance  
36 notice as possible and under no circumstances less than three work days of the year to prepare for the change of

1 assignment.

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

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

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

- 15 1. The number of preps (different subject areas) the assignment would require.
- 16 2. The seniority of the affected teachers.
- 17 3. The legitimate educational needs of the District.
- 18 4. The number of times the teacher has already been transferred.
- 19 5. Whether the assignment requires travel between sites.

20 If the committee is able to reach mutual agreement amongst the committee members on a  
21 recommendation, the recommendation shall be given to the Principal. The Principal may accept or reject the  
22 recommendation. If the recommendation is accepted, the Principal shall notify the affected teacher(s). The  
23 affected teacher(s) shall be given the rights of involuntary transferees. If the recommendation is rejected, or if the  
24 committee is unable to reach mutual agreement on a recommendation, the Principal is bound by the limitations of  
25 this Article in assigning staff.

VII. ORGANIZATIONAL SECURITY

A. Agency Fee: Deductions from payroll.

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

2. Any unit member who is not a member of the PGTA, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

3. a. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support PGTA, CTA/NEA, as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. For example:

- (1) Foundation to Assist California Teachers
- (2) United Way
- (3) Boy Scouts
- (4) Girl Scouts
- (5) PG PRIDE
- (6) PG PLUS

b. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 3a above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 1 and 2 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash

1 dues/fees) of each school year. The Association shall have the right of inspection in order to review said proof of  
2 payment.

3 c. Any unit member making payments as set forth in Paragraph 3a and b above, and  
4 who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be  
5 responsible for applying the reasonable cost of using said grievance or arbitration procedures.

6 4. With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 above,  
7 whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association  
8 accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as  
9 to membership or non-membership in the Association, and indicating any changes in personnel from the list previously  
10 furnished.

11 5. The Association agrees to pay attorney's fees for defending or initiating actions to enforce  
12 this provision and to indemnify and hold the District harmless against any actions challenging enforcement of this  
13 provision. The District shall not settle or compromise any such action or claim without prior approval of the  
14 Association.

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

17  
18  
19 (Informational Note: Effective January 1, 2001, Government Code Sections 3540.1, 3543 and 3583.5 require that all  
20 employees join the Association or pay the Association a service fee as a condition of continued employment.)

VIII. HOURS OF EMPLOYMENT

A. Length of Work Year:

1. The length of the work year for all employees will be 180 days, two furlough days, and one teacher work/preparation day, except for new employees who shall attend an additional work day. Furlough days are replacing teacher professional development days. **[As per language in the MOU between PGUSD and PGTA dated April 26, 2010, regarding restoration of furlough days, on June 17, 2010 one furlough day in the 2010/11 school year was rescinded. All employees will now participate in the August 9, 2010 Staff Development Day.]**

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 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 180 day calendar are as follows:

a. New Employees: An additional work day. Furlough days are replacing teacher professional development days.

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

c. Psychologist: An additional twenty (20) 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 representatives to serve on the committee, for a total of six individuals on the committee.

a. The committee shall begin meeting no later than October 1, 2010 to develop calendar options for the 2011-12 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 2009-10 calendar for 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

1 one of the District representatives by November 1st to renew the committee process in section (a) above. Also,  
2 the District may give written notice to the union representatives on the committee that the District wishes to  
3 renew the committee process in section (a) above.

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

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

8 e. Proposed changes to an adopted calendar which do not affect CSEA may be  
9 agreed upon by District and PGTA without reconvening the committee.

10 B. Work Day:

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

13 2. Each teacher's work day will include a 45-minute, duty-free lunch.

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

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

17 5. Attendance at school related meetings and activities may be required five (5) evenings a year  
18 until 9:00 p.m.

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

24 7. Additionally, Employees shall be required to be on duty for agreed to adjunct duties.

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

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

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

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

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

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

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

36 C. Teaching Hours:

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

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

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

8           D. Preparation Periods:

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

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

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

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

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

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

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

28           F. Adjunct Duties: Each Employee shall perform reasonable adjunct duties. Adjunct duties shall be  
29 defined as non-instructional duties and responsibilities including supervisory and advisory duties. Adjunct duties shall  
30 be determined by the principal or his/her designee working with an adjunct duties committee of faculty members. If  
31 there is no agreement the Superintendent will make the decision. At each school this committee will determine a  
32 method for fair distribution of adjunct duties. The PGTA President and Vice President are to be relieved of some site  
33 adjunct duties in consideration of fulfilling District responsibilities. All itinerant employees shall be responsible for a  
34 proportionate share of adjunct duties at their assigned work sites. Adjunct duties for part-time Employees shall be on a  
35 prorata basis. The Employee and the Employer will select those duties for which the Employee will be held  
36 responsible (Exhibit 11b). Starting with the 2007-08 school year, the School Site Adjunct Duties Committee shall

1 use a numerical point system based on the number of hours required for adjunct duties. The Committee shall use  
2 this point system in its effort to fairly distribute adjunct duties. Members of the standing  
3 regular SST teams attending meetings held outside the student school day shall be given adjunct duty credit.

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

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

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

15 3. Miscellaneous: If any of these meetings must be held before school, the meeting shall  
16 start no earlier than 45 minutes before the teachers' first class.

## 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. Pupil progress toward standards of expected achievement.
2. Establishment and maintenance of suitable learning environment.
3. Adherence to curricular objectives.
4. Instructional techniques and strategies
5. Performance of professional non-instructional duties and responsibilities.

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

1. Pupil progress toward standards of expected achievement. Measurement of a student or class toward meeting the District's curriculum standards with due consideration of the student's abilities, readiness, or class requirements.
  - a. The teacher assesses and diagnoses students.
  - b. The teacher uses assessment information effectively in making instructional decisions.
  - c. The teacher monitors, evaluates and documents student progress toward District curriculum standards.
2. Establishment and maintenance of suitable learning environment. Physical and psychological components of a classroom that provide maximum opportunities for sustained pupil progress.
  - a. The teacher maintains a safe, healthy room environment conducive to student learning.
  - b. The teacher establishes and maintains clear standards of student behavior, and

- 1 administers student discipline in an appropriate and effective manner.
- 2 c. The teacher exhibits fairness and consistency and interacts with students in a  
3 manner which supports their progress.
- 4 3. Adherence to curricular objectives. Instruction supports District objectives and policies.
- 5 a. The teacher plans and instructs according to District curricular standards and  
6 state frameworks.
- 7 b. The teacher adheres to established District/state guidelines relating to  
8 instructional minutes for specific subjects.
- 9 4. Instructional techniques and strategies. Methods of teaching subject matter.
- 10 a. The teacher demonstrates knowledge of subject matter in assigned areas.
- 11 b. The teacher employs effective practices to make knowledge accessible to diverse  
12 groups of learners.
- 13 c. The teacher teaches to clearly stated objectives, using appropriate instructional  
14 techniques, materials, and activities.
- 15 d. The teacher orchestrates class time efficiently to include individual, small, and  
16 large group instruction.
- 17 5. Performance of professional and non-instructional duties and responsibilities.
- 18 a. The teacher participates in professional growth activities and uses new  
19 knowledge and skill to improve his/her teaching.
- 20 b. The teacher performs non-instructional duties and responsibilities, including  
21 participatory, supervisory, and advisory duties.
- 22 6. Evaluatee. Any certificated employee designated as a unit member.
- 23 7. Evaluator. Any administrator who meets certificated staff evaluation policy requirements  
24 as established by the Board of Education.
- 25 8. District Curriculum Standards. Standards of expected pupil achievement at each grade  
26 level as adopted by the District.
- 27 9. Instructional Objectives. Expectations relating to pupil progress, based on student  
28 diagnosis and District curriculum standards, developed by the evaluatee and agreed upon by the evaluator.
- 29 D. Procedures for Evaluation.
- 30 1. Responsibilities of the Evaluator.
- 31 a. To help create a personalized evaluation program and procedure that will ensure  
32 a growing experience for the evaluatee.
- 33 b. To arrive at mutually acceptable instructional objectives relating to pupil  
34 progress.
- 35 c. To conduct classroom observations relating to instructional techniques,  
36 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 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, 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 15, temporary and probationary evaluatees and by October 15 all permanent evaluatees will have met in an evaluation plan conference with their evaluators and will have mutually agreed upon the instructional objectives, standards of performance, and assessment techniques (Exhibit 11). 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.

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

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

7 c. Evaluation phase.

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

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

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

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

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

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

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

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

29 (9) Auxiliary services personnel will develop performance objectives,  
30 mutually agreed upon in the evaluation plan (Exhibits 11d, 11e). The auxiliary services personnel observation  
31 form will be used to record the observation (Exhibit 11f).

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

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

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

6 d. Summary phase.

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

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

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

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

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

23 E. Conditional Evaluation.

24 1. An overall evaluation of conditional rating may be given only if an employee receives an  
25 unsatisfactory rating in one or more of the five major criteria used in the final evaluation summary, or a  
26 conditional rating in two or more of the five major criteria used in the final evaluation summary.

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

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

36 c. If there is no agreement, the Superintendent shall make the final decision in

1 writing, citing his/her reasons.

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

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

8 F. Unsatisfactory Evaluation.

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

14 G. General Provision.

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

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

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

21 b. An employee shall be provided any derogatory material before it is placed in  
22 his/her personnel file and no negative comments can be made on an evaluation without such substantiating  
23 materials. Evaluatee shall be given an opportunity to initial and date the material and to prepare a written  
24 response to such material. The written response shall be attached to the material. When an employee is absolved  
25 of the derogation in a grievance/court action, all reference to the incident shall be removed from the personnel  
26 file.

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

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

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

36 f. The evaluation plan and forms are adapted for auxiliary services personnel; for

1 example, requesting performance objectives in place of standards of expected pupil progress.

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

4 H. Appeal Process

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

9 I. Traditional Evaluation Calendar for Permanent Employees

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

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

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

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

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

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

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

25 J. Evaluation Calendar for Temporary and Probationary employees.

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

29 2. By September 15 - Completion of preliminary conference with employee and the  
30 employer to establish the evaluation plan.

31 3. By October 15 - One observation and conference will have been held with all temporary  
32 and probationary employees.

33 4. By November 15 - A second observation and conference will have been held with all  
34 temporary and probationary employees.

35 5. By December 15 - The evaluator shall complete a progress evaluation summary form and  
36 hold a conference with each temporary and probationary employee. The report is to be submitted to the personnel

1 office.

2 6. By January 15 – The evaluatee will meet and submit a status report or discuss his/her  
3 evaluation plan (Exhibit 11c) with the evaluator.

4 7. By February 15 – The third observation and conference will have been held with  
5 temporary and probationary employees.

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

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

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

13 11. By April 15 – The evaluatee shall complete his/her assessment form (Exhibit 11c) and  
14 submit it to the evaluator.

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

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

19 K. Extended Evaluation Period Option

20 Permanent evaluatees with at least 10 years of service in Pacific Grove Unified School District,  
21 who have received satisfactory evaluations, and who are designated as “highly qualified,” may have the period  
22 between evaluations extended. The offer of this option is at the discretion of the evaluator and must be mutually  
23 agreed upon. The offer of the extended evaluation should be made by the end of May in the year prior to the next  
24 scheduled evaluation.

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

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

36 L. Alternative Evaluation Process

1                   1.     Intent Statement

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

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

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

10                  2.     Program Objectives

11                  a.     To offer opportunities for certificated employees:

12                  b.     to accept responsibility for their own professional growth

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

14                  d.     to work together in peer coaching situations

15                  3.     Participants

16                  a.     All tenured certificated personnel with a current satisfactory evaluation will be  
17 eligible to participate in the alternative evaluation system. Participation will be voluntary but must have approval  
18 of the site administrator. There will be no limit to the number of participants at each site.

19                  4.     Process

20                  a.     Goal Setting

21                             The certificated employee will develop goals as the foundation for his/her  
22 alternative evaluation option. During the goal setting conference, the site administrator and the certificated  
23 employee will:

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

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

27                             (3)     develop timelines for completion

28                  b.     Alternative Evaluation Options

29                             (1)     Option A. Individual Growth Activities

30                                     Individual growth activities are designed to improve the employee's  
31 performance through the use of selected professional growth activities combined with self-analysis techniques.

32 Examples of activities in this category are:

33                             a)     videotaping classroom lesson (self-analysis)

34                             b)     portfolio assessments (training, development, and use)

35                             c)     self-evaluation (pre-[formative] and post-[summative])

36                             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 1 – Notification by certificated employee to site administrator of intent to participate in alternative evaluation program.

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

c. By October 15 – Submission by the employee of final plan, including option

1 choices and goals by certificated employee (conference optional).

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

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

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

1 X. GRIEVANCE PROCEDURES

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

5 B. Definitions.

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

9 2. A grievant is either:

10 a. An individual Employee; or

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

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

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

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

20 C. General Provision.

21 1. Time Limits.

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

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

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

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

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

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

1 process.

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

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

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

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

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

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

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

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

24 D. Grievance Procedure.

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

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

1 circumstances involved, the applicable section of the agreement, and the specific remedy sought. The immediate  
2 supervisor shall render a proposed resolution decision on the Certificated Employee Grievance Response Form  
3 (Exhibit 12b) within ten (10) days after the formal grievance has been filed. Copies of the form shall be provided, on  
4 the same day, to the grievant, the Association, and the Superintendent. The Association shall have up to ten (10) days  
5 to respond to the proposed resolution. The proposed resolution is the Level 1 decision unless the immediate supervisor  
6 changes the proposed resolution. A change in the proposed resolution must be made not later than five (5) days  
7 following the receipt of the association's response. A change in the proposed resolution becomes the Level 1 decision.

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

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

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

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

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

1 XI. SAFETY CONDITIONS OF EMPLOYMENT

2 A. General Provisions

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

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

12 B. Short-Term Suspension by Classroom Teachers.

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

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

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

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

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

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

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

1 principal or his/her designee shall arrange a conference and consult with the teacher regarding potential solutions to the  
2 problem.

3 The principal or his/her designee shall determine the appropriate steps for correction.

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

6 F. Physical Control.

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

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

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

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

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

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

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

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

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

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

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

1 incident. The panel shall determine its own chairperson and its own procedures other than those herein prescribed.  
2 Each member shall have one vote. The investigation panel shall have the power to conduct a hearing for the purpose  
3 of investigating the disturbance, call witnesses and take testimony relative to the disturbance. Any injured Employee  
4 shall have the right to appear before the panel. Nothing in this agreement shall prohibit students from being called as  
5 witnesses. The panel does not have the power to subpoena.

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

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

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

XII. CLASS SIZE

A. Elementary Class Size.

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

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

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

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

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

B. Secondary Class Size.

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

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

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

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

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

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

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

4. In each class in the following areas the number of students shall not exceed the number of

1 work stations in the classroom: science, industrial arts, vocational arts, homemaking, art, and typing.

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

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

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

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

10 C. General Provisions.

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

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

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

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

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

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

XIII. CONCERTED ACTIVITIES

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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

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

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

C. Duration. This Agreement shall be effective July 1, 2009 and shall remain in full force and effect up to and including June 30, 2010.

# 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.

**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.

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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.

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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.

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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

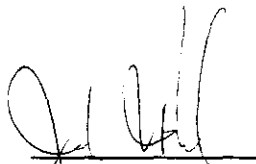
1. A referred teacher shall have the right to be represented by PGTA in any meetings of the Panel to which they are called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.
2. Nothing in this article diminishes the legal rights of the bargaining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

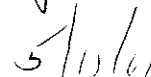
G. Grievability

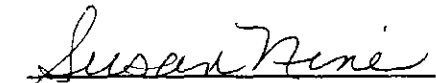
1. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. However, said teacher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

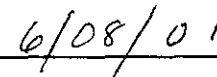
Agreement

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 2010/11

Exhibit 4

STEP	BA I	BA+15 II	BA+30 III	BA+45 or MA IV	BA+75 prof credits or MS + 30 or Doctorate	
					BA+60 or MA+15 V	VI
1	40,205	44,258	47,422	49,693	51,072	51,559
2	41,182	45,520	48,970	51,527	53,191	53,963
3	42,159	46,782	50,517	53,360	55,310	56,367
4	43,136	48,045	52,065	55,193	57,429	58,772
5	44,113	49,307	53,613	57,027	59,547	61,176
6	45,090	50,570	55,161	58,860	61,666	63,580
7	46,067	51,832	56,709	60,693	63,785	65,984
8	47,044	53,095	58,257	62,527	65,904	68,389
9		54,357	59,805	64,360	68,023	70,793
10			62,558	67,397	71,130	74,191
11				69,278	73,511	76,625
12					75,632	79,258
13					77,844	81,663
17					80,663	84,622
22						87,579
25						90,644
27						93,384

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

**c.) IN LIEU PAYMENT - \$10361.00**

In addition to other compensation, each certificated, full time employee, who is enrolled in the Dist./Assoc. medical, d insurance plans, shall have their annual compensation increased by the amount of this payment. The payment shall be mad installments over the normal monthly payroll. Eligible part-time employees shall receive a proportional share of the "i subject to enrollment in the insurance plans. \$4274.00 per year for family coverage as a district contribution.

(See Article 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 of .7% effective 7-1-2008, increase in lieu to \$10361.00 as of 7-1-2010

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 PSYCHOLOGIST SALARY SCHEDULE 2010/2011

Exhibit 5

Cr

STEP	BA I	BA+15 II	BA+30 III
1	73,173	75,987	78,400
2	75,987	78,400	81,214
3	78,400	81,214	84,028
4	81,214	84,028	86,441
5	84,028	86,441	89,255
6	86,441	89,255	91,667
7	89,255	91,667	94,482
8	91,667	94,482	97,296
9	94,482	97,296	99,708
10	95,082	97,896	100,308
11	95,082	97,896	100,308
12	95,082	97,896	100,308
13	95,082	97,896	100,308
17	95,082	97,896	100,308
22			
25			
27			

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

**c.) IN LIEU PAYMENT - \$10361.00**

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

(See Article 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

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

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  
2010-2011

	M	T	W	Th	F		
<b>Aug</b>	2	3	4	5	6	8/06– New Teacher Orientation	Instructional Days
	9	10	<b>11</b>	12	13	8/09– District Staff Dev. Day	
	16	17	18	19	20	8/10– Teacher Prep. Day	
	23	24	25	26	27	<b>8/11– First Day of School</b>	
	30	31					<u>15</u>
<b>Sept</b>	<del>1</del>		1	2	3		
	<del>8</del>	7	8	9	10	<b>9/6 - Labor Day Holiday</b>	
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			<u>21</u>
<b>Oct</b>					1	10/2– Butterfly Parade	
	4	5	6	7	8	10/8 (End of 1 <sup>st</sup> Quarter 42 days)	
	<del>11</del>	<del>12</del>	<del>13</del>	<del>14</del>	<del>15</del>	<b>10/11 - 10/15 Fall Break</b>	
	18	19	20	21	22		
	25	26	27	28	29		<u>16</u>
<b>Nov</b>	1	2	3	4	5		
	8	9	10	<del>11</del>	12	<b>11/11 Veterans Day Holiday</b>	
	15	16	17	18	19		
	22	23	24*	<del>25</del>	<del>26</del>	<b>11/25 – 26 Thanksgiving Holiday</b>	
	29	30					<u>19</u>
<b>Dec</b>			1	2	3		
	6	7	8	9	10	12/17 – End of 2 <sup>nd</sup> Quarter (42 days)	
	13	14	15	16	17*	12/17 – End of 1 <sup>st</sup> Semester (84 days)	
	<del>20</del>	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>		
	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>	<del>31</del>	<b>12/20 – 12/31 Winter Break</b>	<u>13</u>
<b>Jan</b>	<del>3</del>	4	5	6	7	1/03 - Staff Development (Non Student Day)	
	10	11	12	13	14		
	<del>17</del>	18	19	20	21	<b>1/17 – Martin Luther King Holiday</b>	
	24	25	26	27	28		
	31						<u>19</u>
<b>Feb</b>		1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	<del>18</del>	<b>2/18 – 2/21 Presidents' Holiday</b>	
	<del>21</del>	22	23	24	25		
	28						<u>18</u>
<b>Mar</b>		1	2	3	4		
	7	8	9	10	11	3/11– End of 3 <sup>rd</sup> Quarter (46 days)	
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31			<u>23</u>
<b>Apr</b>					1		
	4	5	6	7	8		
	11	12	13	14	15*		
	<del>18</del>	<del>19</del>	<del>20</del>	<del>21</del>	<del>22</del>	<b>4/18 – 22 Spring Break (Easter is 4/24)</b>	
	25	26	27	28	29		<u>16</u>
<b>May</b>	2	3	4	5	6		
	9	10	11	12	13	5/27 – End of 4 <sup>th</sup> Quarter (50days)	
	16	17	18	19	20	5/27 – End of 2 <sup>nd</sup> Semester (96 days)	
	23	24	25	26	<b>27*</b>	<b>5/27 - Last Day of School</b>	
	30	31				<b>5/30 - Memorial Day</b>	<u>20</u>

\* minimum day for students

183 Work Days

184 Work Days for New Teachers

180

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

THE PLAN FOR THE EVALUATION OF

NAME: \_\_\_\_\_

SCHOOL OR OFFICE: \_\_\_\_\_

POSITION CLASSIFICATION

Subject/Grade level/Program: \_\_\_\_\_

EMPLOYMENT STATUS: \_\_\_\_\_

PERIOD OF EVALUATION \_\_\_\_\_

EVALUATEE: \_\_\_\_\_

DATE \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
JOB DESCRIPTION

A copy of the job description shall be made available by the employer by September 1.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
PROFESSIONAL NON-INSTRUCTIONAL RESPONSIBILITIES

Evaluatee will include professional and non-instructional responsibilities plan on this form.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INSTRUCTIONAL OBJECTIVES K-12 TEACHERS

Teacher \_\_\_\_\_ Subject \_\_\_\_\_ Date \_\_\_\_\_  
Grade Level \_\_\_\_\_ Class Period \_\_\_\_\_

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Instructional Objectives and Standards of Expected Pupil Progress	Assessment Techniques	Degree of Progress Pre Evaluation / Post-Evaluation
--	--------------------------	--

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
AUXILIARY PERSONNEL

Employee \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
School(s) \_\_\_\_\_

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

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

1. Evaluatee Comments

2. Evaluator Comments



PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CLASSROOM OBSERVATION FORM

<p>Teacher's Name _____ Date _____</p> <p>School _____ Grade/Subject _____</p> <p>Number of Students Present _____ Time: from _____ to _____</p>	<p><i>Check One</i></p> <p><input type="checkbox"/> Probationary 1      MS = Meets Standards</p> <p><input type="checkbox"/> Probationary 2      C = Conditional</p> <p><input type="checkbox"/> Temporary              U = Unsatisfactory</p> <p><input type="checkbox"/> Permanent</p>
<p>CODE: <i>Unsatisfactory</i> is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A check in the <i>Conditional</i> column may be accompanied by a supportive statement which includes suggestions for improvement. A check in the <i>Unsatisfactory</i> column must be accompanied by a supportive statement which includes suggestions for improvement.</p> <p>LESSON OBJECTIVE:</p> <p>ACTIVITIES:</p> <p>TEACHER ASSESSMENT OF STUDENT LEARNING:</p>	

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	C	U
a. The teacher assesses and diagnoses students.			
b. The teacher uses assessment information effectively in making instructional decisions.			
c. The teacher monitors, evaluates and documents student progress toward district curriculum standards.			
<i>Comments:</i>			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	C	U
a. The teacher maintains a safe, healthy room environment conducive to student learning.			
b. The teacher establishes and maintains clear standards of student behavior, and administers student discipline in an appropriate and effective manner.			
c. The teacher exhibits fairness and consistency, and interacts with students in a manner which supports their progress.			
<i>Comments:</i>			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	C	U
a. The teacher plans and instructs according to district curricular standards and state frameworks.			
b. The teacher adheres to established district/state guidelines relating to instructional minutes for specific subjects.			
<i>Comments:</i>			



PACIFIC GROVE UNIFIED SCHOOL DISTRICT *PROGRESS EVALUATION SUMMARY*

<p>Teacher's Name _____ Date _____</p> <p>School _____ Grade/Subject _____</p> <p>Evaluator _____</p>	<p><i>Check One</i></p> <p><input type="checkbox"/> Probationary 1      MS = Meets Standards</p> <p><input type="checkbox"/> Probationary 2      C = Conditional</p> <p><input type="checkbox"/> Temporary              U = Unsatisfactory</p>
<p>CODE: <i>Unsatisfactory</i> is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A check in the <i>Conditional</i> column may be accompanied by a supportive statement which includes suggestions for improvement. A check in the <i>Unsatisfactory</i> column must be accompanied by a supportive statement which includes suggestions for improvement.</p>	

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	C	U
Comments:			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	C	U
Comments:			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	C	U
Comments:			
4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES	MS	C	U
Comments:			
5. PERFORMANCE OF PROFESSIONAL AND NON-INSTRUCTIONAL DUTIES AND RESPONSIBILITIES	MS	C	U
Comments:			

Commendations and Recommendations:

*The employee's signature below only signifies receipt of this form and not agreement with the content contained herein. The employee has the right to submit a response and have such response attached to this form.*

SIGNATURES:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

**FINAL EVALUATION SUMMARY  
PERMANENT**

Teacher's Name _____ Date _____ School _____ Grade/Subject _____ Evaluator _____	MS = Meets Standards C = Conditional U = Unsatisfactory
CODE: <u>Unsatisfactory</u> is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A check in the <u>Conditional</u> column may be accompanied by a supportive statement which includes suggestions for improvement. A check in the <u>Unsatisfactory</u> column must be accompanied by a supportive statement which includes suggestions for improvement.	

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	C	U
<i>Comments:</i>			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	C	U
<i>Comments:</i>			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	C	U
<i>Comments:</i>			
4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES	MS	C	U
<i>Comments:</i>			
5. PERFORMANCE OF PROFESSIONAL AND NON-INSTRUCTIONAL DUTIES AND RESPONSIBILITIES	MS	C	U
<i>Comments:</i>			

Commendations and Recommendations:

Dates Observed:

OVERALL EVALUATION

Satisfactory<sup>1</sup>

[   ]

Conditional<sup>2</sup>

[   ]

Unsatisfactory<sup>3</sup>

[   ]

*Evaluatee check as appropriate:*

- I have read the above summary and recommendations.
- A statement is attached.
- A statement is not attached.

EVALUATEE'S STATEMENT:

SIGNATURES:

Evaluator's Signature	Date	Teacher's Signature	Date
-----------------------	------	---------------------	------

*The employee's signature below only signifies receipt of this form and not agreement with the content contained herein. The employee has the right to submit a response and have such response attached to this form.*

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  
SUMMARY**

**FINAL EVALUATION**

Temporary/Probationary

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Teacher's Name</td> <td style="width: 50%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">School</td> <td style="border-bottom: 1px solid black;">Grade/Subject</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">Evaluator</td> </tr> </table>	Teacher's Name	Date	School	Grade/Subject	Evaluator		<p><i>Check One</i></p> <p><input type="checkbox"/> Probationary 1      MS = Meets Standards</p> <p><input type="checkbox"/> Probationary 2      C = Conditional</p> <p><input type="checkbox"/> Temporary              U = Unsatisfactory</p>
Teacher's Name	Date						
School	Grade/Subject						
Evaluator							
<p>CODE: <u>Unsatisfactory</u> is a rating that results from a significant recurring problem not showing meaningful improvement during the course of this evaluation. A check in the <u>Conditional</u> column may be accompanied by a supportive statement which includes suggestions for improvement. A check in the <u>Unsatisfactory</u> column must be accompanied by a supportive statement which includes suggestions for improvement.</p>							

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	C	U
<i>Comments:</i>			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	C	U
<i>Comments:</i>			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	C	U
<i>Comments:</i>			
4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES	MS	C	U
<i>Comments:</i>			
5. PERFORMANCE OF PROFESSIONAL AND NON-INSTRUCTIONAL DUTIES AND RESPONSIBILITIES	MS	C	U
<i>Comments:</i>			

Commendations and Recommendations:

Dates Observed:

OVERALL EVALUATION

Satisfactory

[    ]

Conditional

[    ]

Unsatisfactory

[    ]

*Evaluatee check as appropriate:*

- [    ] I have read the above summary and recommendations.
- [    ] A statement is attached.
- [    ] A statement is not attached.

EVALUATEE'S STATEMENT:

SIGNATURES:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*The employee's signature below only signifies receipt of this form and not agreement with the content contained herein. The employee has the right to submit a response and have such response attached to this form.*

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  
CERTIFICATED EMPLOYEE GRIEVANCE FORM

Date \_\_\_\_\_

Name \_\_\_\_\_ Assignment/Location \_\_\_\_\_

Description of alleged grievance:

Section of contract applicable:

Adverse effect on grievant:

Specific remedy requested:

\_\_\_\_\_  
Date of receipt of grievance form

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Supervisor

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE GRIEVANCE RESPONSE FORM

Grievant's Name \_\_\_\_\_

Assignment/Location \_\_\_\_\_

Date Grievance Received \_\_\_\_\_

Response to Grievance, Level \_\_\_\_\_

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

Date \_\_\_\_\_

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE GRIEVANCE APPEAL FORM

Appeal from Level \_\_\_\_\_ to Level \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_ Assignment/Location \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date of receipt of appeal form

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INCIDENT REPORT FORM

*(To be used to report incidents covered under Article X of this Contract)*

1. Name, address and phone number of  
a. Those involved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Date, time and place of incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Description of incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Signature of Employee \_\_\_\_\_

Date of receipt by Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
APPLICATION FOR CONSULTANCY CONTRACT

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 work 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 recommendation 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 \_\_\_\_\_

COLUMN VI Advancement \_\_\_\_\_ Initial Request \_\_\_\_\_ Final Request

(Form # 1- updated May 2006)

**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 eligible area.  
**You must submit two copies of this proposal.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
School and Assignments

**I. Application Request**

I request \_\_\_\_\_ units in the following area be applied to column VI advance:

\_\_\_\_\_ Lower Division Course Work      \_\_\_\_\_ Other Activities (please attach detailed explanation)

\_\_\_\_\_ District Workshops      \_\_\_\_\_ Curriculum Development

\_\_\_\_\_ Professional Assoc. (i.e., National Council of Teachers of Mathematics, Institute, Academy, etc)

**II. Include with this application (legibly typed on a separate sheet of paper) a summary of your proposal and include the following:**

- 1) How your proposal will contribute to your professional growth.
- 2) How you will use this material in your classroom.
- 3) How your proposal fits the standards at your grade level.

**III. PGRB Action:**

\_\_\_\_\_ units are recommended

\_\_\_\_\_  
Date

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

**IV. Superintendent Action:**    \_\_\_\_ Approved    \_\_\_\_ Denied    \_\_\_\_ Additional information requested

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

**CERTIFICATED APPLICATION FOR COLUMN VI ADVANCE  
THROUGH THE PROFESSIONAL GROWTH REVIEW BOARD**

**Note:** Please fill out a separate form for each upper division or graduate level class you have completed. Please submit two copies of this to your PGRB representative.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
School and Assignments

**I. I have completed \_\_\_\_\_ units of upper division/graduate level courses at \_\_\_\_\_**  
Name of college/university

Attached you will find my proof of completion. I have \_\_\_\_\_ units to complete before moving to column VI.

**II. Summary of course information (please attach typed copy)**

Include the following:

- 1) Summarize how this course will help in your field.
- 2) Include a basic course description of this class.

**III. The above course units fit into the plan submitted by applicant and are approved by PGRB. \_\_\_\_\_**

\_\_\_\_\_  
Date

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

**IV. Superintendent Action:**

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

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

\_\_\_\_\_  
Superintendent's Signature

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
**PROFESSIONAL GROWTH REVIEW BOARD**  
**APPLICATION FOR PROFESSIONAL GROWTH, COLUMN VI PLACEMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

1. State your area of professional growth concentration and note how it supports your assignment/credential. You may attach a typed proposal to this application. PLEASE SUBMIT TWO COPIES OF THIS APPLICATION.

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

2. Currently I need \_\_\_\_\_ units to reach my goal of 75 units for column VI advancement.

3. Of the fifteen units needed make a column VI advance, only five (5) can be awarded as PGRB units. The other ten (10) units must be upper division or graduate level classes at an accredited institution. Please check all of the areas below that apply to your column VI advancement.

- |  |  |
|--|--|
| _____ Lower Division Course Work   | _____ Upper Division Course Work                 |
| _____ Graduate Level Course Work   | _____ District Workshops                         |
| _____ Professional Assoc. (ex, National Council of Teachers of Mathematics),<br>Institute, Academy, etc. | _____ Other Activity (please explain on reverse) |

4. \_\_\_\_\_ PGRB approves this proposal      \_\_\_\_\_ PGRB denies this proposal for the following reasons:

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

Date \_\_\_\_\_ PGRB Chairman's Signature \_\_\_\_\_

\_\_\_\_\_ Superintendent's Approval      \_\_\_\_\_ Superintendent's Denial

Date \_\_\_\_\_ Superintendent's Signature \_\_\_\_\_

5. Applicant must submit a standard PGRB application form for each class or PGRB activity based on this plan. In order to finalize your units you must submit proof to the committee with a final application form. This will then be forwarded to the District Office.

**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 for content areas
- C. Provisions for 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's Recommendation

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

Recommend Approval       Do Not Recommend Approval

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT							
2010/2011							
SPECIAL ASSIGNMENT INCREMENT SCHEDULE							
ATHLETIC FACTOR ASSIGNMENTS							
	40205		pending negotiation				
			TIME	FACTOR	BASE SALARY	3RD/4TH YEAR	5TH+ YEARS
<b>HIGH SCHOOL</b>							
<b>Athletic Director</b>		Teacher		0.15	\$6,031	\$6,483	\$6,969
		Year					
<b>Football</b>							
Varsity		Season		0.0996	\$4,004	\$4,305	\$4,628
Assistants (3)		Season		0.0713	\$2,867	\$3,082	\$3,313
		(8/16-11/20)					
<b>Cross Country</b>							
		Season		0.0632	\$2,541	\$2,732	\$2,936
		(9/1-12/1)					
<b>Volleyball</b>							
Varsity		Season		0.0632	\$2,541	\$2,732	\$2,936
Assistant		Season		0.0591	\$2,376	\$2,554	\$2,746
		(9/1-11/15)					
<b>Boys Basketball</b>							
Varsity		Season		0.0955	\$3,840	\$4,128	\$4,437
Assistant (1)		Season		0.0632	\$2,541	\$2,732	\$2,936
		(11/1-3/1)					
<b>Girls Basketball</b>							
Varsity		Season		0.0955	\$3,840	\$4,128	\$4,437
Assistant (1)		Season		0.0632	\$2,541	\$2,732	\$2,936
		(11/1-3/1)					
<b>Wrestling</b>							
Varsity		Season		0.0713	\$2,867	\$3,082	\$3,313
Assistant (1)		Season		0.0632	\$2,541	\$2,732	\$2,936
		(11/1-3/1)					
<b>Baseball</b>							
Varsity		Season		0.0955	\$3,840	\$4,128	\$4,437
Assistant		Season		0.0632	\$2,541	\$2,732	\$2,936
		(2/1-6/1)					
<b>Softball</b>							
Varsity		Season		0.0955	\$3,840	\$4,128	\$4,437
Assistant		Season		0.0632	\$2,541	\$2,732	\$2,936
		(2/1-6/1)					
<b>Track</b>							
Varsity		Season		0.0955	\$3,840	\$4,128	\$4,437
Assistants (2)		Season		0.0632	\$2,541	\$2,732	\$2,936
		(2/1-6/1)					
<b>Soccer</b>							
Varsity Boys		Season		0.0632	\$2,541	\$2,732	\$2,936
Assistant (1)		Season		0.0591	\$2,376	\$2,554	\$2,746
		(11/1-3/1)					
Varsity Girls		Season		0.0632	\$2,541	\$2,732	\$2,936
Assistant (1)		Season					
<b>Golf</b>							
		Season		0.0632	\$2,541	\$2,732	\$2,936
		(2/1-6/1)					
<b>Swimming</b>							
Girls		Season		0.0632	\$2,541	\$2,732	\$2,936

(9/1-11/1)							
Boys		Season	0.0632	\$2,541	\$2,732	\$2,936	
(2/1-6/1)							
<b>Tennis</b>							
Boys		Season	0.0632	\$2,541	\$2,732	\$2,936	
(2/1-6/1)							
Girls		Season	0.0632	\$2,541	\$2,732	\$2,936	
(9/1-11/1)							
<b>MIDDLE SCHOOL</b>							
<b>Position</b>		Teacher					
<b>Director</b>		Year	0.0632	\$2,541	\$2,732	\$2,936	
<b>Volleyball Girls</b>							
6/7 grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
8th grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Volleyball Boys</b>							
<b>6/7 grade</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
8th grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Basketball Boys</b>							
6/7 grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
8th grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Basketball Girls</b>							
6/7 grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
8th grade		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Wrestling</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Soccer</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Track</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Cross Country</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Golf</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>Tennis</b>		Season	0.0272	\$1,094	\$1,176	\$1,264	
<b>OTHER FACTOR ASSIGNMENTS</b>							
Direct Special		Work					
Education Coord		Year	0.0881	\$3,542	\$3,808	\$4,093	
HS Musical Advisor		Spring	0.0632	\$2,541	\$2,732	\$2,936	
Assistant		Spring	0.0272	\$1,094	\$1,176	\$1,264	
MS Noon Act. Dir		Work	0.0632	\$2,541	\$2,732	\$2,936	
		Year					
District Music		Teacher					
Director		Year	0.0881	\$3,542	\$3,808	\$4,093	
HS Band/Orch							

Director		Fall	0.0632	\$2,541	\$2,732	\$2,936
HS Band/Orch		Winter/ Spring				
Director		Spring	0.0632	\$2,541	\$2,732	\$2,936
HS Drama Coach		Teacher	0.0629	\$2,529	\$2,719	\$2,922
		Year				
HS Spirit Squad		Teacher				
Advisor		Year	0.0629	\$2,529	\$2,719	\$2,922
Newspaper		Teacher				
Advisor		Year	0.0629	\$2,529	\$2,719	\$2,922
Yearbook Advisor		Teacher				
High School**		Year	0.115	\$4,624	\$4,970	\$5,343
Middle School			0.04	\$1,608	\$1,729	\$1,858
Middle School Paper		Work	0.0144	\$579	\$622	\$669
Advisor		Year	0.01435	\$577	\$620	\$667
Middle School		Work	0.0216	\$868	\$934	\$1,004
Stage Crew		Year	0.02155	\$866	\$931	\$1,001
Middle School Pep		Work				
Squad		Year	0.0323	\$1,299	\$1,396	\$1,501
Middle School		Work				
Student Gov		Year	0.0718	\$2,887	\$3,103	\$3,336
HS AP Stipends**		Work	0.0604	\$2,428	\$2,611	\$2,806
		Year				
HS Intramural		Work				
Director**		Year	0.0522	\$2,099	\$2,256	\$2,425
Lead Teacher		Work				
Community High		Year	0.198	\$7,961		
Instructional		Per				
Hourly Rate		Hour	0.001	\$40.21	44.80 w stat benefits	
Non-instructional		Per				
Hourly Rate		Hour	0.0004	\$16.08		
Science Camp/Over						
Night Camping Trips		5 days @				
4 teachers		Daily rate	0.0026	\$104.53		
20 days						
Teacher in Charge		Daily*	0.0022	\$88.45		
Curriculum Coordinator - The stipend for all secondary curriculum coordinators shall be a base of \$300 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated coordinators up to \$770 per assignment						

*Any teacher acting as principal will be paid the daily factor if the principal is gone from the school site. A teacher - in - charge shall be paid for a half-day assignment on a prorated basis.							
*A substitute will be provided for the class of a teacher-in-charge if the principal expects to be off-site for the entire day.							
** Subject to ongoing negotiations							
An employee who is assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the full salary (e.g. a coach working only one half of the full coach assignment will receive only one-half of the full salary.)							

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 PACIFIC GROVE TEACHERS ASSOCIATION  
 AND  
 PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 CONCERNING  
 INCLUSION OF STUDENTS WITH SIGNIFICANT  
 DISABILITIES IN REGULAR CLASSES

The purpose of this Memorandum of Understanding is to document the language agreed to by the PGTA and District representatives on May 19, 1999. The language shall be incorporated into the PGTA contract text at the next revision, but shall be effective upon execution.

Definition of Inclusion

Inclusive education exists when students with significant disability(ies) attend regular education class(es).

Site Team Composition

On the school site, the IEP team for potentially included students will consist of the site administrator, a SPED teachers and specialists as appropriate, as well as parent(s), at least one regular education teacher with whom the child will or may be placed, and any other of the child's teachers who wish to attend.

- o Participation in IEP meetings will be arranged by the site administrator.

Planning

Every effort will be made to enable as much advance planning as possible when an inclusion plan is to be initiated.

Immediately upon receiving word of a possible inclusion student moving to the District (or possibly moving to the District), the administrator, psychologist, special education coordinator, or other staff person shall notify the site administrator of the possible school(s) of enrollment.

Upon notification, the special education coordinator shall gather as much information as possible relevant to the child's needs, prior services, and handicapping condition.

The site administrator shall convene a meeting of the potentially involved staff at the earliest reasonable time to begin the planning process. The association shall be notified of the time and place of the meeting and shall have the right to be present to represent the interests of the teachers. The staff will jointly decide on the additional information needed and set the next meeting date.

Appropriate planning could include visits to observe similar programs, visits to observe the student, preparation meeting with specialists, reading background material, etc.

Planning steps and timelines will conform to the relevant State and Federal laws, regulations and where appropriate, court decisions on similar cases.

The staff shall set regular review meetings to evaluate the appropriateness of placement, services, support and training.

Decision-Making Process

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 shall endeavor to place the new student in accordance with expressed teacher interest. However, the final decision will be made by the site administrator.

Appeal Process

In accordance with special education laws, any teacher receiving a special education student into his/he classroom has the right to compel a reconvening of the IEP team to reconsider placement if that teacher believes the placement is inappropriate.

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

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

\_\_\_\_\_  
(Susan Nine)  
Susan Nine, President PGTA

\_\_\_\_\_  
(Jack Marchi)  
Jack Marchi, Superintendent

\_\_\_\_\_  
(Madelyn Sloan)  
Madelyn Sloan, Co-President, PGTA

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

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

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

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

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

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

Subject: State Preschool Teacher

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

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

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

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

(Susan Nine)  
Susan Nine, PGTA Co-President

(Patrick Perry)  
Patrick Perry, Superintendent PGUSD

7/12/05  
Date

7/12/05  
Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 STATE PRESCHOOL TEACHER  
 ANNUAL SALARY SCHEDULE  
 2010/2011  
 182 SERVICE DAYS

Based upon state funding and amended June 2008

	<b>A</b>	<b>hourly</b>	<b>B</b>	<b>hourly</b>	<b>C</b>	<b>hourly</b>
STEP						
1	23309	13.71	24679	14.52	27422	16.13
2	24679	14.51	26064	15.33	28783	16.93
3	26064	15.33	27422	16.13	30180	17.75
4	27422	16.13	28783	16.93	31553	18.56
5	28783	16.93	30180	17.75	32910	19.36
6	30180	17.75	31553	18.56	34262	20.15
7			32910	19.36	35667	20.98
8			34262	20.15	37054	21.80
9			35667	20.98	38418	22.60
10					39786	23.40

Masters Degree \$1000.00

- 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

**\*IN LIEU PAYMENT- \$6216.82**

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 "in lieu" payment subject to enrollment in the insurance plans. \$2000.00 per year is also available for family coverage as a district contribution.

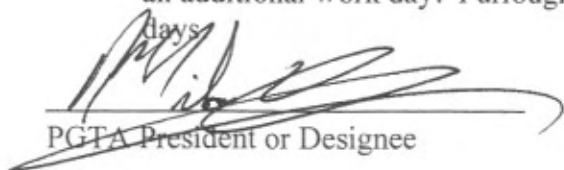
\*\*The schedule and the in lieu amount, has been increased, beginning in 2006/2007, by the same rate as the state funded cost of living adjustment for the State preschool program.

06/07 Increase 5.92%, 07/08 increase 4.53%  
 Effective 7-1-2008

**Memorandum of Understanding Between Pacific Grove Unified School District and the Pacific Grove Teachers Association Regarding 2010/11 and 2011/12 Furlough Language**

The intent of this agreement is, based on current projections, to use furlough days, with reduced pay as specified, in lieu of PGTA employment reductions for the 2010/11 school year and, to the extent possible, for the 2011/12 school year. If financial conditions deteriorate, **or improve**, beyond current projections that require amendments to this agreement, negotiations regarding this agreement shall be re-opened.

1. The District and Association agree on a total of two (2) furlough days for the bargaining unit, (excluding the unit member in the State preschool program) in the 2010-11 school year and a total of two (2) furlough days in the 2011-12 school year. The specific days to be taken as non-instructional, teacher professional development days. Each furlough day shall reduce the unit member's annual pay by .5%.
2. In the event that the District's property tax revenues increase in any year of this Agreement beyond current projections (i.e. the amount noted in Revision #6 for 2009/10 and increased by 0% 2010/11 and 1% for 2011/12) and the District actually receives increased net revenues as a result of the increase after deducting State 'Fair Share' reductions, or Federal Stimulus monies are received that can be used to increase salaries or restore reduced or eliminated positions, the parties shall immediately reopen negotiations with the priority use of the additional revenues being the restoration of furlough days. The determination of the receipt of increased net revenues will be determined in September following the closure of the fiscal year.
3. Following the restoration of the furlough days, at an estimated cost of \$175,000 per year, 63% of any additional increase in net revenues shall be applied to certificated employee compensation. The amount applied to certificated compensation shall be capped at \$139,000. Any amount exceeding this total will be subject to further negotiation.
4. The furlough days specified above are also contingent upon no other bargaining unit or the management group receiving an increase in their salary schedule and no increase in salary to an existing position except for any reclassification.
5. No bargaining unit member shall by virtue of furlough days above be credited with less than a full year of service for retirement purposes.
6. Language in Article VIII.A.1 lines 4-5 and 13-14 shall be revised during the term of this agreement to reflect that the work year (line 4) shall be 180 instructional days, 2 furlough days and one teacher work/preparation day, except for new employees who shall attend an additional work day. Furlough days are replacing teacher professional development

  
 PGTA President or Designee

  
 PGUSD Superintendent

Date Signed: March 26, 2010  
APRIL

Pacific Grove Unified School District  
and  
Pacific Grove Teachers Association  
2009-10 Negotiations -Tentative Agreement


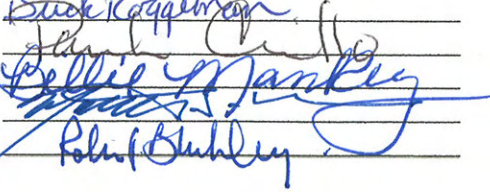
The Pacific Grove Unified School District (“District”) and Pacific Grove Teachers Association (“PGTA”) (collectively referred to as “the parties”) agree to the following terms (“Agreement”) to address all issues sunshined, and close negotiations for 2009-10.

1. Compensation for 2009-10: Due to extraordinarily adverse financial conditions, resulting budgetary constraints and the desire to avoid layoffs, the Parties agree to no total compensation increase for the 2009 -10 year, unless the conditions triggered by the furlough MOU apply (#2 below). Step and column and longevity increases shall continue in current form.
2. Furlough MOU: The agreed upon MOU regarding furlough language signed April 26, 2010, with all conditions, including the potential for compensation and work year restoration if financial conditions improve, will remain in effect unless otherwise changed through negotiations.
3. Retirement Incentives: A retirement incentive will be available in accordance with the following table, if six or more formal letters of retirement from PGTA members have been received by Friday, May 14, 2010.


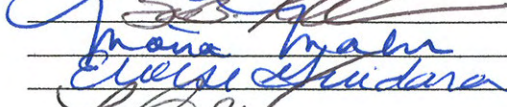
Number of Retirees	Incentive (single lump sum payment)
6	\$6,568
7	\$10,000
8	\$14,780
10	\$19,705

4. Personal Leave Days: Section V.H.4. lines 24 and 25 will be amended to read, “Employees, upon an advance notice to the immediate supervisor, shall be permitted to use ~~one~~ (1) three (3) of the seven (7) days of personal necessity leave without disclosing the purpose or reason for the leave.”
5. Evaluation Forms: This item will be continued to 2010-11 negotiations in addition to other sunshine items.
6. Term of Agreement: This Agreement shall be effective from July 1, 2009 through June 30, 2010, with the exception of the MOU noted in item #2.
7. Ratification: This Agreement must be ratified by the Governing Board and PGTA prior to becoming binding on the parties. The specific terms shall take effect upon ratification unless an alternative effective date is indicated in the Agreement.

Date May 11, 2010  
DISTRICT

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Bobbie Mackey  
Robert Stuhley

PGTA

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Maria Mahr  
Evelyn Stidman

End of Contract