

TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TEACHERS' ASSOCIATION

The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve all issues in negotiations for the 2023-2024 and 2024-2025 school years on the following terms and conditions:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2023 through June 30, 2025.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2023 by 3.25%. The retroactive pay shall be made no later than July 10, 2024.
4. Article III – Benefits – regarding an increase in the benefits allowance as attached.
5. Additional steps shall be added to the Certificated Salary Schedule and Counselor Salary Schedule as attached.
6. Article II - Wages - summer school pay language will be moved to this article as attached.
7. Article IV - Leaves - regarding clarification and rewriting of multiple items including Personal Necessity leave, Extended Illness leave, Pregnancy Disability, Parental leave, Sabbatical leave and Overseas teaching.
8. Article VI - Transfers/Assignments - regarding clarification of multiple items including vacancies, voluntary transfers, involuntary transfers, and other items as attached.
9. Article VII – Hours of Employment – regarding the professional development day related to the welcome back breakfast, mandatory training, summer school hours of employment, and aligning the work weeks of counselors, speech therapists, and librarians to other unit members.
10. Article IX - Evaluation - regarding the reduction of observations required of temporary and probationary unit members from three to two and adjusting the evaluation timeline to reflect this reduction.

Pacific Grove Unified School District Proposal to PGTA

April 24, 2023

SALARY AND HEALTH BENEFITS

The Pacific Grove Unified School District proposes for the 2023-2024 school year a 4.83% total compensation package as follows:

1. Effective July 1, 2023, the 2022-2023 Certificated salary schedule shall be increased by 3.25%.
2. Effective July 1, 2023, the following modifications shall be made to Article III Employee Benefits equaling a \$3,300 increase in benefits:

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

Employee Only	\$1,020.00
Employee and Dependents	\$1,482.00

2022-2023 Salary Schedule - Counselor - 195 work days

	BA I		BA+15 II		BA+30 III		BA+45 or MA IV		BA+60/MA+15 V		BA+75/MS+30/DR VI	
	23-24	23/24 w/ retro 3.25%	23-24	23/24 w/ retro 3.25%	23-24	23/24 w/ retro 3.25%	23-24	23/24 w/ retro 3.25%	23-24	23/24 w/ retro 3.25%	23-24	23/24 w/ retro 3.25%
1	72,231		78,452	81,002	83,308	86,016	86,792	89,613	88,910	91,800	89,657	92,571
2	73,731	76,127	80,389	83,002	85,685	88,470	89,608	92,520	92,164	95,159	93,347	96,381
3	75,229	77,674	82,325	85,001	88,061	90,923	92,421	95,425	95,415	98,516	97,038	100,192
4	76,731	79,225	84,264	87,003	90,433	93,372	95,236	98,331	98,665	101,872	100,729	104,003
5	78,228	80,770	86,201	89,003	92,811	95,827	98,050	101,237	101,919	105,231	104,419	107,813
6	79,730	82,321	88,138	91,002	95,186	98,280	100,864	104,142	105,170	108,588	108,108	111,622
7	81,228	83,868	90,076	93,003	97,563	100,734	103,678	107,048	108,425	111,949	111,799	115,432
8	82,728	85,417	92,017	95,008	99,937	103,185	106,493	109,954	111,676	115,305	115,489	119,242
9	82,728	85,417	93,950	97,003	102,314	105,639	109,306	112,858	114,928	118,663	119,179	123,052
10	83,625	86,343	94,849	97,932	106,539	110,002	113,969	117,673	119,696	123,586	124,393	128,436
11							116,855	120,653	123,351	127,360	128,133	132,297
12									126,606	130,721	132,173	136,469
13									129,999	134,224	135,865	140,281
15									132,599	136,908	138,136	142,625
17											140,407	144,970
19											142,223	146,845
21											144,038	148,719
22											144,946	149,657
23											147,298	152,085
25											149,650	154,514
27											153,852	158,852
	2.27%											

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

April 24, 2024

The District proposes to modify Article II – Wages – by moving the Summer School Pay language from Article IV - Transfers/Assignment - to Article II and add the language as item 17.

17. Summer School Pay

Certificated unit members will receive their hourly pay based on their placement on the PGUSD salary schedule or the instructional hourly rate, whichever is higher. The hourly pay rate will be computed as follows: The unit member's annual salary divided by 185 equals the daily rate. The daily rate divided by seven equals the hourly rate.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

April 24, 2024

The District proposes to replace all of the language in Article V - Leaves - with the negotiated language as follows:

V. LEAVES

5.1 Purpose. The purpose of the Leaves Article is to define the amount of leave earned by each unit member and how each leave can be used.

5.2 Definitions

5.2.1 For the purpose of this Section, differential pay is the unit member's daily rate less the amount actually paid to a substitute employee employed to fill the position during the unit member's absence or, if no substitute was employed, the amount that would have been paid if one were employed.

5.2.2 Immediate family includes any of the following:

- The spouse or registered domestic partner of a unit member
- Mother, father, grandfather, grandmother, or grandchild of the unit member
- Mother, father, grandfather, grandmother, or grandchild of the unit member's spouse or registered domestic partner
- Son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member
- Any relative living in the immediate household of the unit member
- Any other relative permitted by California law

5.2.3 A designated person is any individual whose association with the unit member is the equivalent of a family relationship. The designated person, related by blood or in a family-like relationship with the unit member, shall be identified by the unit member at the time the unit member requests leave to care for this individual. Unit members may not identify more than one person as a designated person in any 12-month period. A unit member must have worked for the District at least 1,250 hours in the 12 months prior to their leave. For eligibility purposes, full-time and 0.8 FTE unit members are deemed to have met the 1,250 hour requirement.

5.2.4 Emergency Situation: A situation that demands immediate attention from a unit member.

Examples include, but are not limited to, the following:

5.2.4.1 Death or illness of a member of a unit member's immediate family/designated person.

5.2.4.2 Serious accident involving the person or property of the unit member or a member of their immediate family/designated person.

5.2.5 Nothing in this contract shall contradict the requirements and rights of the California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA).

5.2.6 Extended Illness Leave: Extended illness leave occurs when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of illness or accident for an additional period of up to five months, whether or not the absence arises out of or in the course of the employment. An illness will be considered extended only when a unit member has been absent for 10 consecutive work days or more.

5.3 Sick Leave

5.3.1 Each full-time unit member shall be allowed 10 days of sick leave as provided in the Education Code. Unit members working part-time will be entitled to such leave of absence for illness or injury on a pro-rata basis.

5.3.2 Unit members contracted for more than a 185-day work year, excluding summer school appointments, will receive additional sick leave as follows:

- Unit members working 190-195 days receive an additional 3.5 hours.
- Unit members working 196-205 days receive an additional 7.0 hours.
- Unit members working more than 205 days receive an additional 10.5 hours.

5.3.3 Any days not used shall be accumulated by the unit member for use, if necessary, during the succeeding years. At the termination of employment, accumulated sick leave may be used toward retirement benefits as provided by law.

5.3.4 It shall be the unit member's responsibility to notify the site administrator or their designee before commencing sick leave. Notification shall be as soon as the unit member is aware of the need for the absence.

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

- a. Personal verification signed by the unit member that she/he has been ill or injured.
- b. Verification signed by a physician that the unit member has been ill or injured.
- c. Verification signed by the unit member that, because of religious reasons, they have not consulted a physician but have been treated by someone in a religious sect.

5.4 Extended Illness/Injury Leave

5.4.1 Per Ed Code 44977, when a unit member has exhausted all available sick leave, including accumulated sick leave, they are entitled to up to five months of Extended Illness/Injury Leave. During this time, they will receive differential pay as defined in Section 5.2. The unit member's sick leave, accumulated sick leave, and the five-month period shall run consecutively.

5.4.2 A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in the subsequent school year.

5.4.3 The leave under this section may only be taken in full-day increments and shall be compensated only if there is written verification provided by the unit member's healthcare provider that the unit member's illness or accident has disabled them from performing their essential job functions. In addition, the unit member shall provide from their healthcare provider a date of their anticipated return to work.

5.4.4 Failure to provide written verification shall render the unit member's absence without pay. Human Resources shall notify the unit member in writing of any and all missing paperwork before pay is revoked.

5.5 Personal Necessity Leave

5.5.1 Up to 11 days of earned and accumulated sick leave per year may be used for reasons of Personal Necessity. Up to three days of leave for Personal Necessity may be taken without disclosing the purpose or reason of leave. The date of such leave shall be at the unit member's discretion. Unit members shall be required to obtain prior authorization from their immediate supervisor or their designee for all personal necessity leave except in an emergency situation, as defined in Section 5.2, Definitions.

5.5.4 In the event leave is denied by the immediate supervisor, the unit member shall have the right to meet with the Superintendent to appeal the decision. The Superintendent's decision shall be presented to the unit member in writing within three working days.

5.5.5 A unit member may convert accumulated sick leave benefits (up to a maximum of the remaining days as eligible for FMLA) to personal necessity leave to care for an immediate family member or designated person with a serious illness or health condition. The unit member shall provide documentation to support the conversion of sick leave to personal necessity upon request by the District.

5.6 Pregnancy Disability Leave

Leaves of absence for a disability caused by or contributed to by pregnancy, miscarriage, or childbirth

shall be treated the same as leaves for illness, injury, or disability in that unit members shall have the right to use accumulated sick leave and up to five months of Extended Illness leave with differential pay. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Upon request by the District, the unit member shall provide documentation to support the extended leave.

5.7 Parental Leave

5.7.1 For the purpose of this section, Parental Leave means leave for the birth of a unit member's child, or the placement of a child with a unit member in connection with the adoption or foster care.

5.7.2 Per Ed Code 44977.5, unit members may use their sick leave, including accumulated sick leave, for purposes of Parental leave for a period of up to 12 school weeks.

5.7.3 Once sick leave, including accumulated sick leave, is exhausted, a unit member on Parental Leave shall be paid differential pay or 50% of their regular salary, whichever is greater, for the remaining portion of the 12 school week period.

5.7.4 A unit member shall not be provided more than one 12-week period per Parental leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year, so long as the Parental leave is taken within one year of the birth or adoption of the child.

5.7.5 Unit members shall provide documentation to support the request for leave upon request by the District.

5.8 Industrial Accident or Illness Leave Per Ed Code 44984, an industrial accident or industrial illness leave is granted to an individual as a result of a job related accident or illness and is in addition to regularly accrued sick leave.

5.8.1 Allowable industrial accident or industrial illness leave with pay shall not exceed 60 working days in any one fiscal year for the same accident or illness. When an industrial accident or industrial illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to utilize only that amount remaining of the 60 days in the following fiscal year.

5.8.2 Allowable industrial accident or industrial illness leave shall not be accumulated from

year to year.

- 5.8.3 Industrial accident or industrial illness leave shall commence on the first day of absence.
- 5.8.4 Payment for wages lost on any day, when added to an award granted the unit member under Workers' Compensation laws of this State, shall not exceed the unit member's actual wage if they were on the job.
- 5.8.5 Industrial accident or industrial illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- 5.8.6 Eligibility for this leave will be based upon finding that the disability is due to industrial accident or industrial illness. In such a case, regular sick leave will not be deducted for absence due to the industrial accident or industrial illness until the full 60 days, if granted, has been exhausted.
- 5.8.7 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 5.8.8 The District reserves the right to secure proof of industrial injury or illness of a unit member. Before salary payments will be made to a unit member because of an industrial injury or illness, a report of such accident or illness, in the form required by the compensation insurance carrier, must be on file with the Human Resources Department.

5.9 Jury Duty Leave

- 5.9.1 A leave of absence for bargaining unit members called for required jury duty shall be granted according to the provisions of the Education Code, Section 44036. Upon return to work, proof of attendance for each day of absence shall be provided to the site administrator or their designee.
- 5.9.2 The District shall grant such leave with pay. Unit members shall claim jury duty fees and remit the fee to the District, excluding the fee for mileage.

5.9.3 Unit members shall return to work if excused by the court before 11:00 a.m.

5.10 Witness Leave

5.10.1 A leave with pay shall be granted to unit members subpoenaed to appear as a witness (not as a litigant) in a court of law or to appear before another governmental jurisdiction in response to an official order for reasons not brought about through the connivance or misconduct of the unit member.

5.10.2 A unit member requesting such leave shall submit a copy of the subpoena or official order to the site administrator or their designee.

5.10.3 At the conclusion of the appearance, the unit member shall submit verification that they have been on witness leave.

5.10.4 Statutory fees to which the unit member is entitled for appearing as a witness, excluding the statutory mileage fee, shall be paid to the District.

5.10.5 Unit members shall return to work if excused by the court before 11:00 a.m.

5.11 Leave of Absence Without Pay The District may grant an unpaid leave of absence upon the personal request of the unit member. Leaves of this type are requested for personal reasons of the unit member and not for reasons that will necessarily result in a direct benefit to the District.

5.11.1 Requests for unpaid leaves of absence for personal reasons leave shall be submitted to Human Resources for submission to the Board of Trustees. Unit members requesting a leave of absence should, whenever possible, submit the application to Human Resources no later than April 15. Personal leaves must have prior approval by the Board of Trustees before the unit member can take such a leave.

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

5.11.3 Leaves of absence under this provision shall be without pay.

5.11.4 Unit members on leave status must notify the District by February 1 of their intent to return to work for the following school year.

5.11.5 At the expiration of a Board approved one-year leave of absence, the unit member 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 unit member's assignment or status had the unit member remained in active service for the same period. In the event of a leave of absence of more than one year or of changed conditions, the unit member shall be reinstated and assigned work appropriate to the unit member's field of training.

5.12 Health Leave Without Pay

5.12.1 Unit members shall be entitled to one year's health leave at a time, provided the unit member's health care provider verifies that the unit member is unable to perform their 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.

5.12.2 All requests for leaves of absence to begin at the start of the school year must be on file with Human Resources not later than the preceding April 15. All requests for leaves of absence for the second semester must be on file not later than the preceding November 15. Exceptions to notification dates will be made in emergency cases. Health leave shall be without pay. At the unit member's option, leave without pay shall commence after accumulated sick leave and Extended Illness/Injury Leave has been exhausted.

5.13 Bereavement Leave

Each unit member is entitled to five days of paid bereavement leave for the death of any member of their immediate family, including pregnancy loss or for the death of a unit member's designated person.

5.14 Sabbatical Leave

5.14.1 The District may grant sabbatical leave to a full-time unit member for the purpose of professional study or travel if such leave will benefit the unit member's work performance and the students of the District and compliance with the State and Board regulations has been achieved. Sabbatical leaves are granted without prejudice to a unit member's assignment or salary status.

5.14.2 It is understood that sabbatical leave is granted as an opportunity to prepare for

improved services to the students served by the schools of the District and that such leave is related to the present or prospective service of the applicant.

Sabbatical leave may be granted for the following purposes: travel, independent study, formal study, or a combination of the above.

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

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

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

5.14.3 The Superintendent is authorized to establish additional conditions that, in their opinion, may be necessary, provided that such details shall be consistent with Education Code sections 44966 and 44967 and this section.

5.14.4 Any unit member who has completed seven or more full years of service in the District and who has received satisfactory evaluations during the last seven years of service shall be eligible to apply for sabbatical leave. After one sabbatical leave, another seven years of service must be performed before the unit member may apply for another sabbatical leave. A full year of service is considered to be 75% of a school year, excluding absences for illness or other causes.

5.14.5 Sabbatical leave may be granted for a minimum of one semester and a maximum of two consecutive semesters.

5.14.6 The applicant shall submit a statement of the program that they propose to follow while on sabbatical leave to the Professional Growth Review Board (PGRB) no later than February 1. The PGRB will review all sabbatical leave applications.

Applicants shall appear in person and discuss plans with the committee, which will then submit, in priority order, the names of qualified applicants as a recommendation to the Superintendent. If the PGRB denies a sabbatical request, the unit member has the right to appeal the decision to the Superintendent within five days.

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

- a. Whether leave has been taken previously
- b. Seniority
- c. Relative merits of reasons for desiring leave
- d. Benefits to the District
- e. Applicant's service record

5.14.8 The Superintendent shall present their recommendations to the Board of Trustees for Board consideration and action between February 15 and March 30. When a unit member must make earlier arrangements for leave than can be accommodated within the dates indicated, earlier requests for intention to take leave and earlier Board action may be taken.

5.14.9 Compensation for unit members on sabbatical leave shall be 50% of the salary which the unit member would have received had they remained in active service or differential pay, whichever is greater. The unit member, at their option, may continue their benefits with the District contributing one-half of the District's responsibility as per Article III- Health Benefits of the collective bargaining agreement. The unit member may accept a fellowship or grant-in-aid for the sabbatical leave.

5.14.10 Compensation shall be processed by the District in the same manner as if the applicant were teaching in the District.

5.14.11 The applicant shall furnish to the District a surety bond of a corporate surety authorized to do business in the State of California to be approved by the Superintendent in an amount equal to the total compensation to be paid to the applicant during said leave of absence. This bond shall be conditioned so as to

service in the employ of the District following their return from said leave of absence. Bonds are to be delivered to the Human Resources Department.

5.14.12 A unit member who is granted sabbatical leave shall receive when the sabbatical leave is completed, such automatic increases in salary rating as would have been received had they remained in active service and, upon return, indemnify the District against failure of the applicant to render appropriate shall assume a position on the salary scale as if they had not been on leave.

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

5.14.14 The applicant for a sabbatical leave must agree to return to the service of the District immediately following the sabbatical leave for a period of time equal to twice the period of the leave. The unit member who has taken sabbatical leave shall file with the District a detailed report within thirty days after returning, giving evidence that the program has been completed. If a unit member fails to fulfill the terms of their sabbatical leave program, the District may require the repayment of a portion of the District reimbursement paid during the period of the sabbatical leave.

5.14.15 If a unit member suffers injury or illness during the sabbatical leave, which prevents the completion of the sabbatical program, the leave will be terminated, and all provisions for sick leave will apply. The unit member will notify the Superintendent of such an accident or illness. Notification shall be by registered letter mail within two weeks after such accident or illness. Such notice must include a doctor's verification of the unit member's state of health.

5.14.16 Sabbatical leave time shall count toward retirement in proportion to the unit member's compensation. The unit member's contribution to the retirement system during the sabbatical period shall be consistent with State Teachers Retirement System (STRS) rules and regulations.

5.14.16 The granting of sabbaticals is at the sole discretion of the Board of Trustees.

5.15 Military Leave

Military leave will be granted in accordance with Military and Veterans Code Sections 395.01 and 395.02 and Ed Code Section 44018. Every effort on the unit member's part must be made to aid in an orderly transition in the event the unit member is required to leave in the middle of the school year.

5.16 Overseas or Foreign Teaching Leave

5.16.1 The District may grant permanent unit members leaves for a period not to exceed one school year for the purpose of accepting an appropriate overseas or foreign teaching assignment. This leave shall be without compensation. The unit member shall receive annual step advancement during the leave.

5.16.2 When requesting overseas teaching leave, the unit member shall notify Human Resources in writing of their request prior to March 1.

5.16.3 This request shall state the reasons and dates the unit member wishes to begin and end the leave.

5.16.4 The granting of the leave, the determination of the date on which the leave shall begin, and its duration shall be made by the Board of Trustees.

5.17 Job-Sharing Leave

Job sharing is a plan whereby two unit members, at least one of whom has attained permanent status in the District, share full teaching responsibilities for one identifiable full-time position. Application for Job-Sharing Leave (Exhibit 17) shall be submitted to Human Resources, who will convene a committee composed of the site administrator, a unit member at the grade level/subject in which the job share would occur, and a PGTA representative. The committee shall submit a recommendation to the Superintendent for approval. Prior to the committee's consideration of the plan, the applicant(s) may request a conference with the committee.

5.17.1 By March 1, the unit member must request a partial leave and include a job-sharing plan (Exhibit 17) to Human Resources. The job-sharing plan must identify how each job-share partner will learn the information disseminated during staff meetings and staff development sessions held on days that they are not scheduled to work, including the option of attending such meetings.

- 5.17.2 The plan must be reviewed and approved by Human Resources.
- 5.17.3 If a permanent unit member is not identified as the job-share partner, the District must be able to employ a fully qualified replacement for the job-share partner.
- 5.17.4 Job-sharing applicants must meet all credential and job description requirements for the requested position.
- 5.17.5 The unit member requesting the job share may rescind their request for leave and a job-sharing assignment prior to the hiring of the potential job-share partner.
- 5.17.6 Any permanent unit member approved for and assigned to a job-sharing plan shall become a part-time unit member in the District.
- 5.17.7 Any outside applicant approved for and hired to a job-sharing plan assignment shall be on a temporary contract, shall retain no permanency rights in the District, and must reapply and follow recruitment procedures for any future openings for which they are qualified.
- 5.17.8 Salaries, benefits, and contributions to STRS shall be computed in accordance with Article II-Wages on a basis that is proportional to full-time service.
- 5.17.9 If one of two unit members in the job-sharing plan resigns, retires, goes on leave, or returns to full-time employment midyear, the remaining permanent unit member may request that the District recruit another partner or may choose to take the position full-time.
- 5.17.10 At no time shall a job share pose an undue hardship to the District.
- 5.17.11 Each job-sharing plan will be only one year in duration. Permanent unit members who wish to continue job sharing must reapply annually by March 1. If one of the job-share partners is a temporary unit member, the position must be advertised within the District prior to selecting the temporary job-share partner for the following year. There is no limit on the number of years a unit member may be approved for job sharing.
- 5.17.12 Before entering a job-sharing plan, each unit member will receive from the Director of Human Resources an analysis of the rights and benefits that accompany the job-sharing option. This analysis will include information about:

- a. salary placement
- b. salary schedule advancement
- c. seniority and permanent status rights
- d. benefits
- e. sick leave

5.18 Association Representative Leave

The president of the PGTA or their designee shall be entitled to a reasonable number of days of released time for conducting business pertinent to unit affairs. Requests to Human Resources shall be made as far in advance as possible.

5.19 Liability Release

Per Education Code Section 44974: The Board of Trustees and the District shall not be liable for the payment of any compensation or damage arising from the death or injury of a unit member while on leave of absence.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
April 24, 2024

The District proposes to replace all of the language in Article VI - Transfers/Assignments with the negotiated language as follows:

VI - TRANSFERS/ASSIGNMENTS

6.1 Definitions

6.1.1 A transfer is any change of assignment.

6.1.2 A voluntary transfer is a transfer requested by the unit member.

6.1.3 An involuntary transfer is a transfer determined necessary by the District. An involuntary transfer includes changes in the following: (a) elementary grade level, (b) secondary department, or (c) school site. Such involuntary transfers may occur when the unit member selected for the transfer did not request a change or when there is a grade-level closure that necessitates the transfer.

6.1.4 Assignment is the current placement of a unit member prior to the voluntary or involuntary transfer.

6.1.5 A vacancy shall include a new position or an opening arising from resignation, retirement, leave, or release at any District location after all district-wide involuntary transfers have been assigned.

6.1.7 Seniority shall be based upon the initial date of full-time or part-time paid employment in a probationary or permanent-status certificated position, and shall remain the same, provided continuous service is maintained pursuant to Education Code. If more than one qualified person has the same seniority in the District, determination will be based on prior experience, major or minor fields of study, and the specific requirements of the vacant position. In the event that all factors are equal, tie-breaking criteria will be established in coordination with PGTA.

6.1.8 Relocation occurs when a unit member is required to vacate a workspace and re-establish that workspace in another classroom or location. Relocation may occur as a result of a transfer, a reassignment, or a reorganization of classrooms or other spaces.

6.1.9 For this section only, in writing is defined as communication in written form, such as by mail, email, or personal delivery.

6.2 Involuntary Transfers

6.2.1 Involuntary transfers include changes initiated by the District in the following: (a) elementary grade level, (b) secondary department, or (c) school site. Such transfers shall be based exclusively on the legitimate, educationally related needs of the District. Transfer of personnel may become necessary due to loss of enrollment and/or program elimination, reduction or revision, or program changes. When there is a need for involuntary transfers, the District shall make an initial attempt to satisfy District staffing needs by soliciting volunteers within the reduced grade level or department at that site. The solicited volunteers would have the same rights as an involuntary transferee. The involuntary transfer shall be documented on the Change Of Assignment Form (Exhibit XX) and retained in the unit member's personnel file.

6.2.2 When involuntary transfers are necessary, District seniority will be used to determine which unit member will be transferred. If the unit member with the lowest seniority is not qualified for the alternative positions, the unit member who is qualified for the unfilled vacancy with the lowest District seniority will be transferred unless they meet the exemption of 6.2.7 below.

6.2.3 Should a unit member be displaced due to a grade level closure or a reduction in a program or service, Human Resources will provide the affected unit member(s) a list of all vacancies within the District for which they are qualified.

6.2.4 In order of District seniority, each unit member shall meet with Human Resources and the PGTA President or designee to indicate their preferences from the list of available vacancies for which the unit member is qualified. If a unit member does not indicate a preference within three days of their appointed meeting, they will not have an opportunity to select a position until all other involuntary transferees have chosen their positions.

6.2.5 Human Resources will make decisions regarding involuntary assignments in consultation with the PGTA President or their designee. The unit member(s) and the PGTA President will be notified in writing by Human Resources of the involuntary transfer assignments and the reasons

for the transfer of each unit member. The involuntary transfer of the displaced unit member shall be documented on the Change Of Assignment Form (Exhibit XX) and retained in the unit member's personnel file.

6.2.6 Unit members involuntarily transferred shall have the right to return to their original assignment if it becomes available within the next two years.

6.2.7 Any unit member involuntarily transferred shall not be involuntarily transferred for a minimum of two years unless no other viable alternative is available. If a unit member has been involuntarily transferred three times during the past five year period, then the unit member shall be exempted from further involuntary transfers for the following five year period regardless of their years of service in the District.

6.2.9 Any unit member affected by an involuntary transfer shall be informed as soon as the decision is made or at least two weeks before the end of the school year. Exceptions to this notification can only be made for good cause, such as, but not limited to, resignation, death, revision of curriculum, low enrollment, and State or Federal mandates. During the summer break, every reasonable attempt will be made to contact a unit member involuntarily transferred so they can exercise their right of first refusal for any positions that become open in the District.

6.3 Vacancy Announcements

6.3.1 After all involuntary transfers have been resolved District-wide, vacancies will be advertised internally to District unit members before posting for external candidates.

6.3.2 The District will not advertise a vacancy until all qualified unit members who have applied with an In-House Application/Position Interest Form (Exhibit XX) within vacancy announcement deadlines have been interviewed by a panel of staff, to include at least two PGTA staff members and administration.

6.3.3 In the case of only one qualified internal candidate, Human Resources may assign the transfer without an interview.

6.3.4 All interviewees will be notified of the decision before external interviews are held.

6.3.5 Shifting of unit members' assignments, such as changes in grade-level teaching assignments, departments, or job classifications, will not occur at the site level before vacancy announcements are made available to District unit members.

6.3.6 When a vacancy occurs that must be filled during the current school year or from June 1 through August 30, the District may post internally and externally at the same time. The District will not fill a vacancy until all interested qualified unit members have been interviewed by a panel of staff, to include at least two PGTA staff members and administration. In the case of only one qualified internal candidate, Human Resources may assign the transfer without an interview. If an internal candidate is not selected, external interviews will only be held after all internal candidates have been notified.

6.4 Voluntary Transfer

6.4.1 Unit members interested in a voluntary transfer to fill an advertised vacancy shall indicate their interest in writing by submitting the In-House Application/Position Interest Form (Exhibit XX) to Human Resources on or before the vacancy closing date listed on the vacancy announcement.

6.4.2 Filing a request for a voluntary transfer is without prejudice to the unit member and does not jeopardize the unit member's current assignment.

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

6.5 Placement Priority for Additional Vacancies after Involuntary Transfers

6.5.1 Unit members wishing to be considered for a voluntary transfer to a position that may open during summer break shall submit to Human Resources the In-House Application/Position Interest Form (Exhibit XXX) for any position within vacancy announcement deadlines.

6.5.2 Unit members who were involuntarily transferred and who selected the option to automatically return to their original assignment on the Change of Assignment Form (Exhibit XX) shall be deemed to have accepted such assignment if it becomes available. Human Resources shall then post the subsequent vacancy in accordance with Section 6.2.

6.5.3 When a vacancy occurs, priority will be given to current unit members in the following order:

6.5.3.1 First priority shall be given to a unit member who was involuntarily transferred and would be returning to their original assignment.

6.5.3.2 Second priority shall be given to a unit member who was involuntarily transferred, with priority within this group based on seniority.

6.5.3.3 Third priority shall be given to a unit member who requested a voluntary transfer based on summer vacancies, with priority within this group, based on seniority.

6.6 Notification, Preparation, and Compensation for Transfers and Relocations

6.6.1 In the event of a transfer or involuntary relocation, unit members will be given two weeks' notice, if possible. Impacted unit members will be given the choice of three days of compensation at the substitute rate for work performed outside the normal work day or three school days of release time to compensate for the time required to prepare for and effect the move. Release time shall be used prior to the commencement of the assignment or within 30 days thereafter. Transportation shall be provided by the District for moving the unit member's materials.

6.6.2 Transportation shall be provided by the District for moving unit member's materials for a voluntary relocation.

6.7 Pupil Personnel Service

Pupil Personnel Service unit members shall not be required to temporarily transfer to substitute for any teacher except in an emergency situation where the safety of the students is involved and no other reasonable alternative is available.

6.8 Intra-District Exchange Program

With the consent of the site administrators involved and Human Resources, two unit members may choose to exchange positions for a period not to exceed one school year. Unit members can participate in Intra-District exchanges no more than once every four years. Requests for Intra-District exchanges shall be made in writing to Human Resources no later than April 15.

6.9 Summer School Assignment

Whenever possible, applications for summer school will be available no later than April 1. The deadline to return applications will be April 15, or 14 calendar days after the date of posting. If there are more internal applicants than available positions for the summer school assignments, interviews will be held. Decisions on filling all vacancies in the District will be based on clearly defined and pre-established criteria, prior experience, major or minor fields of study, and seniority in the District. Applicants shall not be deemed unqualified for a position for capricious or arbitrary reasons.

6.10 General Education Combination Class Assignment

- 6.10.1 A combination class is one comprised of students from two elementary grade levels. When a combination class is formed, requiring a unit member from one of the affected grades to teach the combination class, the assignment shall be considered an involuntary transfer and the same procedures outlined in Section 6.X.X shall be followed.
- 6.10.2 The unit member assigned to teach a combination class shall document on the Change Of Assignment Form (Exhibit XX) which grade level within the combination shall be considered their grade level for purposes of future assignment. This choice may have a bearing on the outcome of future transfers within a grade level.
- 6.10.3 A unit member transferred to teach a combination class will be given as much advance notice as possible to prepare for the change of assignment. Under no circumstances will a unit member be given fewer than three work-days notice before the transfer.
- 6.10.4 Three days of compensation at the substitute rate for work performed outside the normal work day or three school days of release time shall be provided to the affected unit member to prepare for the change of assignment. Release time shall be used prior to the commencement of the assignment or within 30 days thereafter.
- 6.10.5 The site administrator will confer with the unit member teaching the combination class and the other teachers within the affected grades to assign students to the combination class.



PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CHANGE OF ASSIGNMENT

Date: _____

To: _____ Current Assignment _____ Site: _____

This change in assignment is due to District:

- Grade level closures
- Reduction/changes to program/services

- You will be displaced for the _____ school year
- You elected to accept the involuntary transfer as a volunteer for the _____ school year.

In accordance with PGTA Collective Bargaining Agreement, you have the right to indicate **your preferences** from current known vacancies for which you are credentialed and qualified. Please indicate in order of preference your choices, with number 1 being your first choice, followed by your second, third, fourth and fifth choices.

You must submit your preferences to Human Resources by _____ . Thank you.

All options should have a number of preference assigned.

- In the event that my current assignment becomes vacant during the summer break, I agree to be reassigned to my original grade level/department. I understand this agreement is final. It may only be revoked by completing a new Change of Assignment Form.
- I do not want to be automatically reassigned. I will apply for any new vacant positions.

Employee signature

Date

CC: Personnel File

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

IN-HOUSE APPLICATION / POSITION INTEREST FORM

I _____ would like to be considered for the following posted vacancy:	
Position Title:	Site or Department:
Hours:	Closing Date:
Current Position Title:	Current Site or Department:
Home phone:	Cell:

If you have never served in this position before, please briefly describe your qualifications for the position :

Employee Signature: _____	Date: _____
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FOR HUMAN RESOURCES USE ONLY

Date name given to site/department:	Human Resources Representative:
<input type="checkbox"/> Candidate interviewed on:	<input type="checkbox"/> Candidate selected
<input type="checkbox"/> Candidate not interviewed	First day in the position:
	<input type="checkbox"/> Candidate not selected

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

PROPOSAL TO

PACIFIC GROVE TEACHERS ASSOCIATION

April 24, 2023

The District proposes the following changes to Article VII - Hours of Employment - regarding the Welcome Back Day, aligning the work day for unit members, and moving summer school work day language from Article VI - Transfers and Assignments - to Article VIII - Hours of Employment.

1. Length of Work Year

1.1 The length of the work year for teachers will be 185 days inclusive of two teacher preparation days, two District professional development days, and one Welcome Back Day.

1.1.1 A teacher preparation day shall be free from meetings and other district-directed activities. Any teacher required by the administration to attend a meeting or activity shall be given flex time off at a later date. In the case of a sudden, unexpected, or unforeseen major event affecting the safety or welfare of staff or students, the District or a site administrator may call a meeting of the entire staff in accordance with Section 2.4. In such a case, the flex time requirement shall not apply.

1.1.2 Welcome Back Day will be the first day of the 185-day calendar. All unit members will be allocated at least four hours to participate in the mandatory health and safety training. If the health and safety training is more than four hours, equivalent release time will be provided within the seven-hour work day to complete the training by October 1.

1.1.3 The District will share plans for the upcoming school year's professional development days with the PGTA Executive Board by the last day of school of the current school year. Time may be allocated for mandated health and safety training during this day at the site administrator's discretion.

1.1.4 Any site staff meeting at the start of the school year may be accomplished during the school day on the Welcome Back Day or a professional development day.

8.2.9.2 The speech therapists and librarians shall have a seven-hour day, including a 45 minute, duty-free lunch.

8.2.9.3 Elementary, middle, and high school counselors shall have a 35 hour work week inclusive of a daily 45-minute duty-free lunch.

9.0 Summer School Hours

The length of a Summer School assignment will be clearly defined in the job posting and shall include one day of preparation before the start of summer school and 30 minutes of preparation time for each day of instruction.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

PROPOSAL TO

PACIFIC GROVE TEACHERS ASSOCIATION

April 24, 2024

The district proposes to add the following reformatting of the Article IX - Evaluation - that includes the reduction of temporary/probationary observations from three to two. The deadlines for observations were adjusted accordingly. Other formatting changes are included in the revision of the article:

IX. EVALUATION

Purpose. The purpose of this evaluation system is to assist and support unit members and to provide a means for assessing the performance of the unit member in accordance with the California Standards of the Teaching Profession (CSTP), outlined in Section 9.12.

9.1 Objectives of the Evaluation Process

- 9.1.1 To emphasize evaluation as a means for improvement of instruction
- 9.1.2 To provide an ongoing and uniform process for the evaluation of unit members certificated bargaining unit members in an objective manner
- 9.1.3 To improve the quality of learning for each student
- 9.1.4 To aid in the growth and development of the school program
- 9.1.5 To promote skills in assessing students, developing instructional objectives and achieving goals
- 9.1.6 To promote self-evaluation
- 9.1.7 To strengthen and clarify roles and responsibilities
- 9.1.8 To support the unit member in their assignment
- 9.1.9 To improve job satisfaction

9.2 Definitions

- 9.2.1 Unit Member Any certificated employee designated as a bargaining unit member.
- 9.2.2 Administrator Any administrator who meets certificated staff evaluation policy requirements as established by the PGUSD Board of Trustees.
- 9.2.2 California Content Standards Standards of expected student achievement at each grade level as adopted by the District.

9.2.3 Instructional Objectives Expectations relating to student progress, based on student diagnosis and District curriculum standards, developed by the unit member and agreed upon by the administrator.

9.3 Procedures for Evaluation

9.3.1 Responsibilities of the Administrator

9.3.1.1 To help create a personalized evaluation program and procedure that will ensure a growing experience for the unit member

9.3.1.2 To arrive at mutually acceptable instructional objectives relating to student progress

9.3.1.3 To conduct classroom observations relating to CSTP or corresponding standards of performance for non-classroom based unit members

9.3.1.4 To review and observe a unit member's adherence to curricular objectives or corresponding standards of performance for non-classroom based unit members

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

9.3.1.6 To adhere to all calendar dates

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

9.3.1.8 To ensure that the evaluation and assessment of the unit member's competence shall not include the use of standardized tests

9.3.1.9 To provide copies of completed observation and evaluation forms to the unit member

9.3.2 Responsibilities of the Unit Member

9.3.2.1 To help create a personalized evaluation program and procedure

9.3.2.2 To recognize evaluation as an integral part of growth and development

9.3.2.3 To develop instructional objectives relating to student progress

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

9.3.2.5 To participate in the evaluation procedure

9.3.2.6 To adhere to all calendar dates

9.3.3 Evaluation Process

9.3.3.1 Frequency of evaluation

9.3.3.1.1 At a minimum, the administrator shall evaluate probationary unit members annually and permanent unit members every two years on a cycle determined by the administrator unless other arrangements have been made in accordance with Section 9.10.1.

9.3.3.1.2 Upon receipt of an unsatisfactory evaluation, the unit member shall be evaluated annually until a satisfactory evaluation is achieved, in accordance with provisions of the California Education Code Section 44662.

9.3.3.2 Planning phase

9.3.3.2.1 Within the first two weeks of the first student day, the unit member 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 unit member will have access to the job description relating to their assignment, the California Standards of the Teaching Profession, the Continuum of Teaching Practice, established District curriculum standards, and any other District requirements.

9.3.3.2.2 Within the first two weeks of the first student day commencement of the assignment, the unit member shall be informed of their assigned administrative evaluator and provided with the evaluation section and attachments of the collective bargaining agreement.

9.3.3.2.3 All unit members being evaluated will meet in an evaluation goal setting conference with their administrator to mutually agree upon the strengths, teaching standards, and areas for growth (Exhibit 12f). The administrator and the unit member may each select up to two sub standards to be highlighted for areas of growth. This meeting will occur by September 15 for temporary and probationary unit members, and by October 15 for permanent unit members.

9.3.3.2.4 By October 23, if there is no agreement on the selected areas of growth by both parties, the Human Resources Director and PGTA President shall help resolve the disagreement. By October 30, if there is no agreement at this level, the Superintendent and PGTA President shall meet. The Superintendent will make the final decision in writing, citing their reasons.

9.3.3.2.5 If mitigating circumstances arise which make a review of the evaluation plan and schedule necessary, the plan and schedule may be modified by mutual agreement of both parties.

9.3.3.3 Evaluation Phase

9.3.3.3.1 A minimum of one formal classroom observation of the permanent unit member and two formal classroom observations of the temporary/probationary unit member by the administrator shall be held. These observations shall be held prior to the writing of the final evaluation summary but not before the evaluation plan conference, except for those unit members under Peer Assistance Review (PAR).

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

9.3.3.3.3 Each formal observation shall be a minimum of thirty minutes in length. The unit member shall have the right to an additional formal observation and subsequent conference if they request it by February 20.

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

9.3.3.3.4 Classroom observation forms shall be signed by the administrator and the unit member. In cases where the unit member is in disagreement with their classroom observation, the unit member may file a written response. The unit member's statement shall be attached to their observation form and made part of the official record.

9.3.3.3.5 The administrator shall outline specific recommendations for improving any deficiencies noted on the classroom observation form. The administrator will assist and document the assistance that has been provided to the unit member in implementing such recommendations. When remedial action eliminates the identified deficiencies, subsequent classroom observation forms shall indicate the improvement.

9.3.3.3.6 The evaluation will be conducted by the administrator to whom the individual unit member is directly responsible. That administrator is

responsible for the final written evaluation, which must bear their signature. Upon written request by either the administrator or the unit member, additional formal observations may be conducted by other certificated management personnel mutually agreed upon. If there is no agreement, the Superintendent will select another evaluator. Within five working days of a formal observation, a written copy of the administrator's classroom observation form shall be given to and discussed with the unit member at a post-observation conference.

9.3.3.4 Summary Phase

9.3.3.4.1 The unit member shall complete their assessment of the areas for growth on the Evaluation Planning Form (Exhibit 12c) and submit it to the administrator by April 15.

9.3.3.4.2 Either party may request a conference to be held between April 15 and May 1 to review the unit member's Evaluation Planning Form.

9.3.3.4.3 The final evaluation summary (Exhibit 12i) shall be submitted in writing to the unit member and a conference will be held no later than thirty calendar days prior to the last scheduled school day.

9.3.3.4.4 The unit member shall have the right to submit a written response to the final evaluation. This response shall become a permanent attachment to the unit member's personnel file.

9.3.3.4.5 If any negative rating (i.e., conditional, unsatisfactory) or negative comments will be included on the final evaluation, written notification will occur in time (up to 15 teaching days when possible) for the unit member to take corrective action before the final evaluation summary is given to the unit member. Written notification will address criteria found on the observation form (Exhibit 12g). Memoranda from the administrator will be used when negative comments are based on anything other than direct classroom observation.

9.4 Conditional Evaluation

9.4.1 An overall evaluation of conditional rating may be given only if a unit member receives an unsatisfactory rating in one or more of the six CSTP performance areas used in the final evaluation summary or a conditional rating in two or more of the six CSTP performance areas used in the final evaluation summary.

9.4.1.1 An overall evaluation containing a conditional rating may include the

requirement that the unit member shall, as determined necessary by the District, participate in a program—designed to improve appropriate areas of the unit member’s performance, further student achievement, and the instructional goals of the District. A program shall consist of participation and completion in one or more of the following options developed mutually by the administrator and unit member: a college course, workshop, conference, professional literature, classroom/school visitation, or District professional development programs. This program shall be at no cost to the unit member.

9.4.1.2 The unit member and the administrator will mutually develop a conditional assistance plan prior to the last school day.

9.4.1.3 If there is no agreement, the Superintendent shall make the final decision in writing, citing their reasons.

9.4.1.4 The unit member who receives an overall rating of conditional shall be placed in the evaluation cycle for the following school year and shall be expected to complete the conditional assistance plan during that evaluation cycle. The conditional assistance plan shall serve as the mutually agreed-upon performance objectives for the purpose of complying with Section 9.3 - Procedures for Evaluation.

9.4.1.5 The District shall not be required to provide an assistance plan to a probationary unit member who has been non-reelected.

9.5 Unsatisfactory Evaluation

If a unit member receives an unsatisfactory in two or more of the six criteria used in the final evaluation summary, an overall evaluation of unsatisfactory may be given. Upon receipt of an unsatisfactory evaluation, the unit member will be evaluated in accordance with provisions of the California Education Code, which requires that permanent unit members be given specific recommendations for improvement, referred to the Peer Assistance and Review program, and be evaluated annually until a satisfactory evaluation is achieved.

9.6 General Provision

9.6.1 Any forms used for the evaluation process shall be revised only upon mutual agreement between the District and PGTA.

9.6.2 Each unit member shall have the following rights with reference to their official personnel file regarding materials relevant to evaluation of performance.

9.6.2.1 All materials relating to the assessment of performance in a unit member’s personnel file shall be signed by the unit member and dated to indicate when

such material was drafted and placed into the file.

9.6.2.2 A unit member shall be provided with any derogatory material before it is placed in their personnel file and no negative comments can be made on an evaluation without such substantiating materials. Unit members shall be given an opportunity to prepare a written response to such material. The written response shall be attached to the material. When a unit member is absolved of the derogation in a grievance/court action, all reference to the incident shall be removed from the personnel file.

9.6.2.3 The content of personnel files shall be kept in confidence. Access to the unit member's personnel file shall be under the direct supervision of a District administrator or their designee, and limited to the unit member, District administrators, and the Board of Trustees, or as otherwise allowed by law or consent of the unit member.

9.6.2.4 Copies of all final evaluations will be filed in the unit member's personnel file.

9.6.2.5 Undocumented evidence will be excluded from the evaluation process. Any documented evidence used in an evaluation must have been relayed to the unit member within three days of the date that the evidence was obtained. Documented evidence shall be a written record and the source of the evidence shall be identified. The unit member shall have the right to attach a written response.

9.6.2.6 The evaluation plan and forms are adapted for auxiliary services personnel.

9.6.2.7 Only the procedures outlined in this article are subject to the grievance provisions of the contract.

9.7 Appeal Process

The unit member may appeal the content of their final evaluation to the Superintendent in writing, within five calendar days of the post-evaluation conference. Upon the unit member's request, the Superintendent shall meet to discuss the final evaluation. The Superintendent will respond, in writing, to the appeal within 20 calendar days of receipt of the appeal. The decision of the Superintendent shall be final.

9.8 Traditional Evaluation Calendar for Permanent Unit Members

9.8.1 Within the first two weeks of the first student day, the unit member shall be informed of their assigned administrator, and a site copy of the evaluation section of the master contract will be made available.

- 9.8.2 By October 15 - Goal setting with the unit member and the administrator will be completed in a preliminary conference to establish the evaluation plan.
- 9.8.3 By February 15 - At least one observation and conference will be held with permanent unit members who are to receive a final evaluation summary during the current year.
- 9.8.4 By February 20 - Unit member initiated requests for additional observations and evaluations will be submitted by this deadline.
- 9.8.5 By April 15 - The unit member shall complete their assessment of the evaluation goal setting plan and submit the results to the administrator.
- 9.8.6 No later than 30 calendar days prior to the last scheduled school day - The final evaluation summary (Exhibit 12i) shall be submitted in writing to the unit member and a conference will be held.

9.9 Evaluation Calendar for Temporary and Probationary Unit Members

- 9.9.1 Within the first two weeks of the first student day, the unit member shall be informed of their assigned administrator and be provided with the evaluation section of the master contract and all material indicated in Article IX(D)(3)(b) above.
- 9.9.2 By September 15 – Goal setting with the unit member and the administrator will be completed in a preliminary conference to establish the evaluation plan.
- 9.9.3 By November 15 – A first observation and conference will be held with all temporary and probationary unit members.
- 9.9.4 By January 15 – The unit member will meet and submit a status report or discuss their evaluation plan with the administrator to be noted on the goal setting evaluation plan form (Exhibit 12f).
- 9.9.5 By February 15 – The second observation and conference will be held with temporary and probationary unit members.
- 9.9.6 By March 15 – Written notices of non-reelection will be given to unit members subject to non-reelection for the following year.
- 9.9.7 The President of the PGTA or their designee and the Superintendent or designee shall meet with any probationary unit member who wants to question their non-reelection notice.
- 9.9.8 By April 15 – The unit member shall complete their assessment form (Exhibit 12f) and submit it to the administrator.
- 9.9.9 No later than 30 calendar days prior to the last scheduled school day – A final evaluation summary shall be submitted in writing to the unit member and a meeting shall be held between the unit member and the administrator to discuss the final

evaluation summary.

9.10 Permanent Unit Members

9.10.1 Permanent unit members shall be evaluated at least every other year. However, the administrator and the unit member may mutually agree to an evaluation schedule of at least every five years if all of the following criteria are met:

9.10.1.1 The unit member has been employed by the District for at least ten years.

9.10.1.2 The unit member has completed all requirements for the credential to perform the duties of the assigned position.

9.10.1.3 The unit member's previous evaluation rated the unit member as meeting or exceeding standards.

9.10.1.4 At any time, either the administrator or the unit member may withdraw consent in writing to the five-year evaluation schedule. In the event consent is withdrawn, the evaluation will occur during the following school year. If consent is withdrawn on or before November 1 of the current year, the evaluation will occur during that school year.

9.11 Alternative Evaluation Process

9.11.1 Intent Statement

9.11.1.1 It is the intent of the District and PGTA to implement an alternative evaluation program to inspire creativity in instruction. It may be used by permanent status unit members who have received satisfactory evaluations, with the approval of the site administrator.

9.11.1.2 Unit members volunteering for this process will develop goals in self-chosen options. Following agreement with the administrator, these goals will serve as the basis for evaluation.

9.11.2 Program Objectives offer opportunities for unit member:

9.11.2.1 To accept responsibility for their own professional growth

9.11.2.2 To integrate additional productive teaching techniques into their repertoires

9.11.2.3 To work together in peer coaching situations

9.11.3 Participants

All permanent status unit members with a current satisfactory evaluation will be eligible to participate in the alternative evaluation system. Participation will be voluntary but must have approval of the site administrator. If the site administrator denies participation, the administrator must specify in writing to the affected unit member, the reason for the denial. If the administrator and unit member cannot agree on this decision, the

Superintendent will make the final decision. There will be no limit to the number of participants at each site.

9.11.4 Process

9.11.4.1 Goal setting. The unit member will develop goals as the foundation for their alternative evaluation option. During the goal-setting conference, the site administrator and the unit member will:

- a. Agree on the selection and goals of the alternative evaluation option
- b. Review how the alternative evaluation option will enhance student learning
- c. Develop timelines for completion

9.11.4.2 Alternative Evaluation Options

9.11.4.2.1 Option A. Individual Growth Activities. Individual growth activities are designed to improve the unit member's performance through the use of selected professional growth activities combined with self-analysis techniques.

Examples of activities in this category are:

- a. Videotaping classroom lesson for self-analysis
- b. Portfolio assessments
- c. Self-evaluation
- d. Student and parent feedback
- e. Unit member created projects
- f. Research and implementation of learning theory or instructional strategy
- g. Reflective journal

9.11.4.2.2 Option B. Educational Team Growth Activities. These activities are designed to reduce the isolation of the unit member. Examples of Educational Team Growth Activities are:

9.11.4.2.2.1 Cognitive coaching

9.11.4.2.2.2 Videotaping classroom lessons with a peer reviewer

9.11.4.2.2.3 Inter-intra-disciplinary grade level teams

9.11.4.2.2.4 Peer classroom visitations

9.11.4.2.2.5 Collaborative teaching with presentations to staff

9.11.4.2.2.6 Creating unit member team projects

9.11.4.2.2.7 Researching and implementing learning theories and/or instructional strategies

9.11.4.3 Program monitoring. The District and PGTA believe the most effective

professional growth occurs through collaboration.

9.11.4.3.1 The unit member and the site administrator will work together in the selection of the options and the development of the specific activities.

9.11.4.3.2 All unit members 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.

9.11.4.3.3 The unit member will submit a written alternative plan, including goals. Option timelines will be determined by the unit member(s) and the site administrator.

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

9.11.5 Calendar for Alternative Evaluations shall be as follows

9.11.5.1 By September 1 – The unit member will notify the site administrator of their intent to participate in the alternative evaluation program.

9.11.5.2 By October 1 – The unit member and site administrator will meet to review and refine the initial plan.

9.11.5.3 By October 15 – The unit member will submit their final plan, including option choices and goals by the unit member (conference optional).

9.11.5.4 By February 1 – The unit member will submit a mid-year assessment/progress report submitted to the site administrator (format subject to plan).

9.11.5.5 By February 15 – The unit member and site administrator will conduct a mid-year conference to review progress. Within five working days of the conference, a written response will be completed by the site administrator.

9.11.5.6 By April 15 – The unit member completes a written assessment of their plan and submits the results to the administrator in a conference. No later than 30 calendar days prior to the last scheduled school day, the administrator will provide a brief

narrative evaluation to the unit member. A copy signed by the unit member and administrator will be placed in the personnel file.

9.12 Evaluation Criteria

The following criteria are used to evaluate and assess unit member competency as it relates to the California Standards of the Teaching Profession (CSTP):

9.12.1 The California Standards of the Teaching Profession (CSTP)

- a. Engaging and Supporting All Students in Learning
- b. Creating and Maintaining Effective Environments for Student Learning
- c. Understanding and Organizing Subject Matter for Student Learning
- d. Planning Instruction and Designing Learning Experiences for All Students
- e. Assessing Students for Learning
- f. Developing as a Professional Educator

9.12.2 The Continuum of Teaching Practice (published by the Commission on Teacher Credentialing) will be used as a reference to measure teacher development across the CSTPs.

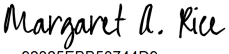









9.12.3 Definitions. The definitions of the criteria will be those used in the CSTP document published in 2009. The following definitions are intended as guidelines for the unit member and administrator and are not intended to be all inclusive.

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

9.12.5 Creating and maintaining effective environments for student learning. Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards of individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which ALL students can learn. They use instructional time to optimize learning.

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

Dated:

Pacific Grove Teachers Association	Date	Pacific Grove Unified School District	Date
DocuSigned by:  <small>02325EBB50744D9...</small>	4/25/2024	DocuSigned by:  <small>5C92D734B41142C...</small>	4/25/2024
DocuSigned by:  <small>5740D55367B34F1...</small>	4/25/2024	DocuSigned by:  <small>73E990B8F7904E3...</small>	4/25/2024
DocuSigned by:  <small>D485CF0BF7614F6...</small>	4/25/2024	DocuSigned by:  <small>BDD0B33A5D17416...</small>	4/25/2024
DocuSigned by:  <small>2F48665D330D4F3...</small>	4/25/2024	DocuSigned by:  <small>A1FF39B76AE84C7...</small>	4/25/2024
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