

AGREEMENT BETWEEN

PGUSD BOARD OF EDUCATION  
AND  
THE PACIFIC GROVE ADULT EDUCATION TEACHERS

JULY 1, 2024-JUNE 30, 2027

**AGREEMENT BETWEEN THE  
PACIFIC GROVE BOARD OF EDUCATION AND THE PACIFIC GROVE ADULT EDUCATION  
TEACHERS**

**Article I - Leaves of Absence**

**A. Sick Leave: Each employee shall earn and receive Personal Necessity/Sick Leave hours during a calendar year or any portion thereof as follows:**

- 1.) One (1) clock hour of Personal Necessity shall be earned for each sixteen (16) clock hours worked.
- 2.) Employees contracted for more than a 185-day work year, excluding summer school appointments, will receive additional sick leave as follows:
- 3.) Employees working 190-195 days receive an additional 3.5 hours.
- 4.) Employees working 196-205 days receive an additional 7.0 hours.
- 5.) Employees working more than 205 days receive an additional 10.5 hours.
- 6.) Employees shall not earn personal necessity sick leave for hours not worked.
- 7.) Each Adult Education employee who does not use the entire period of their annual sick leave in any school year shall have added to their 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.
- 8.) Verification: The use of accumulated sick leave will be authorized if one of the following is on file:
  - a.) Personal verification signed by the employee that they/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 they/he has not consulted a physician but has been treated in a religious sect.
  - d.) For use of accumulated sick leave as personal necessity leave see Personal Necessity Leave - Short Term.

**B. Industrial Accident or Illness: in accordance with the Education Code. Industrial accident or illness leave shall be in effect for all certificated employees of the district according to the following provisions:**

1. Industrial accident or illness leave shall be granted for a maximum of sixty (50) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from his/ her duties on account of an industrial accident or illness, he/ they shall be paid such portion of the salary due him/ her for any month in which the absence occurs, as, when added to their temporary disability 4-indemnity under Division 4 or Division 4.5 of the Labor code, will result in a payment to him/ her of not more than his/ her full salary.

5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/ her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the Education Code, and for the purposes of each of these sections, his/ her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/ they may elect to take as much of his/ her accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to him/ her of not more than his/ her full salary.
8. During any paid leave of absence, the employee 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 employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. Any employee receiving benefits as a result of this section shall during periods of injury or illness remain within the State of California unless the governing board authorizes travel outside the State.
10. The District reserves the right to secure proof of industrial injury or illness of an employee. Before salary payments will be made to an employee absent because of industrial injury or illness, a report of such an accident or illness, in the form required by the District, must be on file in the Business Office of the District.

**C. Bereavement Leave:**

1. Every employee shall be allowed leave with pay when such absence is occasioned by reason of death in the immediate family. Provisions of California Law shall govern such leave.
2. Every person employed by a School district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed five (5) days, on account of the death of a member of their immediate family.  
Definition of "immediate family":
  - a. The spouse or registered domestic partner of a unit member
  - b. Mother, father, grandfather, grandmother, or grandchild of the unit member
  - c. Mother, father, grandfather, grandmother, or grandchild of the unit member's spouse or registered domestic partner
  - d. Son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member
  - e. Any relative living in the immediate household of the unit member
  - f. Any other relative permitted by California law
3. At the employee's request, and when extenuating circumstances indicate a need, additional days will be authorized by the Superintendent under the provisions of the Personal Emergency Leave.
4. Persons eligible under the policy of bereavement leave should, if possible, request this leave by letter to the Superintendent before absenting themselves from duty, however, the administration recognizes that circumstances necessitating a bereavement leave may make a prior request inappropriate, therefore, bereavement leave will be granted after

having been taken by the employee providing a written request has been made upon return to duty and further providing that the leave was taken as a result of conditions covered in the bereavement leave policy.

**D. Jury Duty Leave:**

1. Leave of absence for personnel called for jury duty shall be granted according to the provisions of the Education Code.
2. The Superintendent shall grant such leave with pay equal to the amount of the difference between the employee's regular earnings and any amount he/ they receives as juror's fees.
3. Certificated employees may be granted leave of absence when called for jury duty in the manner provided by law. Such employees are required to notify the Superintendent immediately upon being notified of their call to jury duty, and to notify the Adult Education Principal at the same time.

**E. Personal Necessity Leave - Short Term:**

1. During any school year an employee may use, at his/ her election, not more than six (6) days of accumulated sick leave benefits in the following case of personal emergency:
  - a. Death of a member of their immediate family (mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother or sister, or any relative living in the immediate household of the employee). This leave would be in addition to normal bereavement leave.
  - b. Accident involving their person or property, or the person or the property of a member of their immediate family, of such an emergency nature that the immediate presence of the employee is required during the work day.
  - c. Appearance in court as a litigant or as a witness under an official order.
  - d. Serious or critical illness of a member of the immediate family calling for services of a physician and verified by the physician's statement or any other method of verifications approved in the administrative Rules and Regulations, and of such emergency nature that the immediate presence of the employee is required during their work day.
  - e. In the event of urgent personal business which the employee cannot conduct on other than school hours, one day annually of this leave may be taken provided the employee shall request the leave at least one (1) day in advance. Under this provision the employee may elect to reimburse the district for the cost of the substitute teacher in lieu of using a day of sick leave. Urgent personal business may be limited by the school district in order to prevent any significant disruption of service to the public.
2. Employees wishing to take leave under the provisions stated above will discuss the need for such leave with their immediate supervisor, except as provided in Section D above. For the purpose of this policy, the "immediate supervisor is designated as the Adult Education Principal.
  - a. The employee will indicate the reason for leave under this policy on the absence report form which will be signed by the employee and the supervisor.

3. Employees wishing to take leave under the above stated provisions will submit a written request to the Superintendent and the Adult Education Principal provided below:
  - a. When possible at least twenty-four (24) hours advance notice should be provided to the immediate supervisor.
    - i. There are occasions when advance notice or approval may be impossible. Requests for leave under this policy may be made, therefore, after the absence. However, the leave will only be granted providing the reason for the absence meets the provisions of this policy. In order to avoid misunderstanding, employees are encouraged to make every effort to insure themselves by consulting with their supervisor prior to taking leave under this policy.
    - ii. On occasion the need for personal necessity leave may be so personal and potentially embarrassing in nature that a written description of the reason for the request, either on the absence report or in the letter required under the above sections would place an unreasonable demand upon the employee. In these instances the employee may approach the Adult Education Principal and explain the circumstances surrounding the need for leave. If the administrator believes the need falls within the scope of the above sections, the administrator may authorize the leave, writing a memo attesting to the fact that the employee is entitled to the leave under the policy. A copy of such authorization shall be sent to the Superintendent and to the payroll clerk.
    - iii. In lieu of a physician's statement, verification required under the above sections may be in the form of a signed statement by the employee that a physician's services were required for the family illness.

#### **F. Personal Necessity Leave:**

1. Leaves of this type are requested for the personal convenience of the employee and not for reasons that will necessarily result in a direct benefit to the District.
2. An employee may be granted a personal leave upon approval of the Board of Education. Requests for such leave should be submitted to the Adult Education Principal for submission to the Board.
3. 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.

#### **G. Child Birth/ Child Rearing Leave**

1. **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 staff 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 staff member shall resume duties, shall be determined by the staff member and their physician. Upon request by the District, the staff member shall provide documentation to support the extended leave.

2. Such leave without pay shall not exceed one (1) year in duration, including any paid leave for pregnancy disability and any leave taken under the provisions of the Family and Medical Leave Act. The District may extend the leave at its sole discretion.
3. The ability of the employee to continue to perform their normally required duties.
  - a. The health of the employee as determined by the employee in consultation with their physician or medical advisor.
4. An employee may return from maternity leave at any time providing they can carry out the normal duties connected with her position and providing the district receives at least three months written notice prior to the employee's intended return from maternity leave.
5. If at any time the administration does not believe that the employee should remain on duty, the advice of a district appointed and paid physician may be sought and the district may require the employee to take a leave providing the district physician advises for either the health of the mother or child.

#### **H. Military Leave:**

1. Military leave will be granted in accordance with the Education Code and California Law.
2. Every effort on the employee's part must be made to aid in an orderly transition in the event the employee is required to leave in the middle of the school year.
3. Applicants for military leave shall make every effort to prevent their military obligations from conflicting with school duties.

#### **I. Exclusive Representative Leave:**

The negotiating representatives of the Pacific Grove Adult Education Teachers and the District's Human Resource Administrator shall annually negotiate a leave agreement for the representatives. The leave time shall be used solely for negotiating purposes. Any substitute time negotiated will be paid for by the District and not charged to the individual's sick leave.

### **Article II - Wages**

#### **A. Salary**

1. Increase in hourly rate of 0% for 2024-25
2. Increase in hourly rate by 2% and .5% (\$1,441 for EE) to Health and Welfare for the 2025-26 year.
3. Increase in hourly rate by 2% and .5% (\$1,487 for EE) to Health and Welfare for the 2026-27 year.
4. The Adult Education teachers shall be paid in accordance with Exhibit A-I . The hourly rates contained within Exhibit A include a factor of \$1.00 per hour for teachers as an allowance for class preparation time and holidays.
5. Adult Education teachers must work a minimum of 600 hours at a step before moving from one step to another. The number of hours worked shall only be calculated as of June 30th for possible movement effective on July 1. Hours worked within a step shall accumulate from year to year. Only 1 step movement may occur each July 1.
6. Teachers shall be placed on the Adult Education Non-Credentialed or Adult Education Credentialed Salary Schedule in accordance with the status of their credential and advanced degree as of 30 days prior to the next pay period closing date. (Revised January 2025)

7. Column movement shall occur for any specific pay period only for teachers providing evidence, by at least 30 days prior to the closing date of said pay period, of changes in credential or advanced degree.
8. 5. Teachers who are employed to instruct classes that do not require a credentialed teacher (i.e., "Community Education classes") shall be paid in accordance with placement on Column A of the salary schedule unless they have previously been, or are concurrently, paid as a credentialed Adult School instructor - in which case they shall be paid at the credentialed teacher rate from Columns B, C, or D as appropriate.

### **Article III- Fringe Benefits**

- A. For the 2025-26 year, Adult School EE only District Contribution - \$11,384.36 per year = \$948.69/month (prorated for FTE).
- B. For the 2025-26 year, Adult School EE + 1/EE + Fam District Contribution - \$12,584.36 per year = \$1,048.69/month (prorated for FTE).
- C. For the 2026-27 year, Adult School EE only District Contribution - \$12,871.36 per year = \$1,072.58/month (prorated for FTE).
- D. For the 2026-27 year, Adult School EE + 1/EE + Fam District Contribution - \$14,071.36 per year = \$1,172.61/month (prorated for FTE).
- E. Employees who teach less than 12 hours per week are not eligible for medical coverage.
- F. The difference between the amount paid by the Employer and the cost of health insurance shall be borne by the employee.
- G. The Adult Education Teachers shall notify the District in writing by the end of the open enrollment period each year if there is to be a change in the medical plan options to be offered to their membership, both active and retirees, in the following plan year, beginning July 1. The notification shall identify the specific new plan(s) to be offered, all costs to the District and affected employees resulting from changing to the new plan(s) and shall identify how the costs will be covered without increasing costs to the District beyond those of the current contractual agreement. The District shall change the plan option offering only if there is no additional cost to the District.
- H. If a class has not been canceled 72 hours prior to the first meeting due to insufficient number of students, the employee will receive the hourly rate for one call meeting.
- I. Mileage Reimbursement:
  1. The governing board shall provide for the payment of district employees for actual and necessary traveling expenses when performing services for the district under the direction of the Board of Education (E.C. 13002).
  2. Adult Education personnel who are required by the nature of their job to transport equipment or materials from one job site to another shall be paid per mile. The basis for this decision is that the above personnel are required to visit more than one facility during a full day. Mileage reports will be required monthly on forms to be provided by the Business Office. Mileage shall be counted from the job site where a person normally operates out of or the school at which a person starts the day, and shall be subject to review by the Adult Education Principal.
  3. On authorized trips outside the school district, Ratified personnel may use a district vehicle if one is available. Otherwise, personnel shall be reimbursed at the Current Rate as established by the IRS.
- J. "Adult Education instructors shall be eligible to purchase life insurance through District offered plans. Any such purchase shall be entirely at the employee's choice and expense. Payments shall be made by payroll deduction." (Revised September 18, 2003)

- K. Adult Education Non-Credentialed and Credentialed Instructors are entitled to the equivalent total compensation agreed upon by PGTA & CSEA annually.

#### **ARTICLE IV - Reduction in Employee Hours**

##### **A. CLASSES**

1. **New Class** - The Adult Education Principal and Program Specialist shall determine the length of the trial period and the minimum number of enrolled students required in attendance during the trial period.
2. **Continuing Class** - The Program Specialist and teacher will monitor enrollment, and meet when the class is below the minimum requirement. The Principal, Program Specialist, and teacher will decide on a plan to promote the class for a specific time period. If at the end of the period, enrollment is still below the minimum required level the Principal may then determine to terminate the class. The teacher may be terminated or reassigned, depending on their status and qualifications. –

##### **B. Cancellation of a Joint Program** (a program co-sponsored by one or more other agencies/ organizations)

The teacher may be terminated or reassigned depending on status and qualifications.

##### **C. Loss of a Teaching Site**

The Pacific Grove Adult Education Administration and Program Specialist will make an effort to secure an appropriate alternative site for an agreed upon period of time. If no site were located, the teacher may be reassigned.

##### **D. Change in Course Offerings**

The Pacific Grove Adult Education program may change its course offerings to meet community needs. Teachers may be offered reassignment to teach other classes or schedules, or terminated, during the regular school year depending on their status and qualifications. Permanent and probationary certificated teachers may be notified of non-rehire by the Administration if the courses they are certified and competent to teach are not scheduled for the following school year.

#### **Article V - Layoff Procedure**

In the event of Adult Education budget reductions requiring the reduction in force of permanent and probationary certificated employees, the District shall follow the layoff procedures outlined in the Education Code, Section 44955 for these certificated employees.

#### **Article VI - Grievance Procedures**

##### **A. Purpose:**



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

**B. Definitions:**

1. A grievance is a claim of violation, misinterpretation, or misapplication of the express terms of this agreement, which adversely affects the grievant. Action to challenge or change the terms of this agreement shall not be considered a grievance.
2. A grievant is either:
  - a. An individual employee; or
  - b. A group of employees with the same grievance. The Employer will decide whether the grievance is satisfactorily similar to process a single grievance. No more than (2) such grievances and their conferees will be provided release time for processing such common grievances.
3. An immediate supervisor is a member of the management team who most directly supervises the employee.
4. A day is a working day for the party charged with this time limit

**C. General Provisions**

1. Time Limits
  - a. Time limits specified at each level shall be considered maximums, but with the written consent of each party the time limitation for each step may be extended.
  - b. In the event that a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual consent so that the procedure may be completed as soon as practical.
  - c. Time limits provided for appeal at each step shall begin the day following receipt of a written decision by either party.
  - d. Response: If the Employer fails to respond in writing to a grievance within the time limits specified for that level, the grievant shall notify the immediate supervisor in -writing. The supervisor has three (3) days to accept the grievant's position. If the grievant fails to respond in writing within the specified period of time, the immediate supervisor shall notify him/ her in writing. The grievant has three (3) days from this notification to respond in writing or accept the Employer's position.
2. Conference: Either party shall have the right to a conference, upon request, at each level.
3. Representation: Each party may be represented by a conferee at any point in the grievance process.
4. Records: All records of proceedings shall be retained by the Employer in a separate grievance file. Each year, in August, all records of grievance proceedings four years old will be destroyed.
5. Reprisals: No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.
6. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at level 2.

7. Whenever possible, level 1 and 2 grievance processing shall occur before or after regular teaching hours.
8. Continuance of Service: The grievant shall continue to discharge his/ her duties until the grievance is resolved.
9. Nothing contained herein shall be construed as limiting the right of any employee to have the grievance adjusted, as long as the adjustment is reached prior to arbitration, provided that the adjustment is not inconsistent with the term of the Agreement and that the Adult Education Teacher has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
10. No rights of the grievant to further legal action shall be abrogated.
11. When it is necessary for a representative to investigate a grievance or attend a grievance meeting or hearing during the day, he/they will, upon request to the Superintendent, be given reasonable release time without loss of pay in order to participate in any level of the grievance procedure. Any employee who is requested to appear in such investigations, meetings, or hearings, as a witness will be accorded the same right.

#### **D. Grievance Procedure:**

1. Informal Level: An employee may meet with their immediate supervisor in an attempt to resolve a complaint informally.
2. Level 1: Adult Education teachers may file a grievance with their Principal. Formal grievance may be initiated no later than twenty-five (25) days after the event or circumstance occasioning the grievance. The formal grievance shall be in writing on Certificated Employee Grievance Form and shall be filed on the same day with the Adult School Principal, and the Superintendent. The formal grievance shall include a clear, concise statement of the grievance, and the circumstances involved, the applicable section of the agreement, and the specific remedy sought. The Adult School Principal shall render a proposed resolution decision within ten (10) days after the formal grievance has been filed. Copies of the form shall be provided, on the same day, to the grievant and the Superintendent. The Adult Education Teacher shall have up to ten (10) days to respond to the proposed resolution. The proposed resolution is the Level 1 decision unless the Principal changes the proposed resolution. A change in the proposed Resolution must be made not later than five (5) days following the receipt of the Adult Education Teacher's response. A change in the proposed resolution becomes the Level 1 decision.
3. Level 2: The grievant may appeal the Level 1 decision to the Superintendent within ten (10) days of the decision. The appeal shall include a statement of the reason for the appeal and the specific remedy sought. Within ten (10) days the Superintendent shall investigate the grievance and render a proposed resolution in writing on the same day to the grievance. The Adult Education Teacher shall have up to ten (10) days to respond to the proposed resolution. The proposed resolution is the Level 2 decision unless the Superintendent changes the proposed resolution. A change in the proposed resolution must be made not later than five (5) days following the receipt of the Adult Education Teacher's response. A change in the proposed resolution becomes the Level 2 decision. The decision at Level 2 shall be final unless appealed to Level 3.
4. Level 3: Within fifteen (15) days after the decision of the Superintendent, or their designee, the grievant may submit their grievance to arbitration. Copies of the request for arbitration will be submitted to the Superintendent. Upon receipt of the written request from the Adult Education Teacher, the Superintendent or their designee shall within two (2) days notify the American Arbitration Association to select an arbitrator in accordance with its rules.
  - a. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally except that if the Board of Education does not comply with the

recommendation of the arbitrator the entire arbitrator and court reporter fees shall be paid by the Employer. Any additional expenses shall be borne by the party incurring such expense.

- b. The rules of the American Arbitration Association shall govern the arbitration. The arbitrator shall have no authority to add to, delete, or alter any provisions of this agreement but shall limit his/ her decision to the application and interpretation of its provisions.
- c. The arbitrator shall conduct a hearing and submit their finding and recommendation in writing to the Board of Education and the grievant.
- d. The Board shall review the written record including their findings and recommendations of the arbitrator and render a resolution on the grievance.
- e. The resolution shall be rendered no later than the second regularly scheduled meeting after the filing of the recommendations.
- f. The resolution of the Board shall be binding.

#### **Article VII - Hours of Employment**

- A. The Adult Education teacher must teach his/ her class from the beginning to the end of the scheduled class time. Preparation and clean-up activities are to be conducted outside the scheduled class time.
- B. PGUSD and PGAEI Group will begin the process of reviewing prep time as an area of total compensation adjustment in the 2025-26 year for 2026-27

#### **Article VIII - Evaluation**

- A. Adult Education teachers shall be evaluated on the schedule of once per year, according to procedures developed by the Adult Education Principal.

#### **Article IX - Vacancy of Positions**

- A. When an Adult Education teaching vacancy occurs, either by an employee's departure, or the offering of a new class, District Human Resource procedures will be followed.

#### **Article X - Physical Exam and Tuberculosis Clearance**

- A. Each new employee of the Pacific Grove Unified School District shall have an examination to determine that he/they is free from active tuberculosis. The date of this examination shall be not more than 60 days previous to the employment. The source of this chest x-rav record must be acceptable to the office of the Superintendent of Schools. This examination shall consist of an x-ray of the lungs, or an approved intradermal tuberculin test, which, if positive, shall be followed by an x-rav of the lungs. After such examination, each employee shall file, with the Personnel Office, a report showing that the employee was examined and found free from active tuberculosis.
- B. Every employee of the Pacific Grove Unified School District shall have an examination to determine that he/they is free from active tuberculosis at least once every 4th year. (See paragraph A above.)
- C. The Personnel Office shall attempt to advise every regular employee of the Pacific Grove Unified School District of the date of the next required x-rav or intradermal test for tuberculosis. This

notice will usually be given well in advance of the due date, however, the ultimate responsibility for the awareness of the expiration date of a given tuberculin test period rests with the e-employee. Costs incurred by the employee in connection with the test for tuberculosis must be assumed by the employee.

**Article XI - Professional Development**

- A. The Adult Education Professional Development budget will be determined annually by the Principal.
- B. Requests for Professional Development courses/workshops must be submitted by the Adult School teacher to their Principal for approval.
- C. The teacher may appeal the Principal's decision to the District's Human Resource Department.

**Article XII - Loyalty Oath**

- A. Each employee shall be required to sign a loyalty oath as prescribed in Section 3104 of the General Code.
- A. The provisions of this agreement shall apply from July 1, 2024- June 30, 2027

Pacific Grove Adult Education Teachers		Pacific Grove Unified School District	
DocuSigned by: <i>Jenn Hall</i> 350C0EDB0C4142D...	4/30/2025	Signed by: <i>Linda Adamson</i> C5B336899E60469... DocuSigned by: <i>Joshua Jom</i> 5C92D734B41142C...	5/2/2025
			5/2/2025
		Signed by: <i>Buck Roggeman</i> 5DCCEB0A2E594AE...	5/2/2025