

**AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**

**of the**

**POMONA UNIFIED SCHOOL DISTRICT**

**and the**

**ASSOCIATED POMONA TEACHERS**

**July 1, 2019 - June 30, 2022**  
**Pomona, California**

**POMONA UNIFIED SCHOOL DISTRICT**

800 South Garey Avenue  
Pomona, California  
(909) 397-4800

**BOARD OF EDUCATION AND SUPERINTENDENT**

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Olga McCullough, Human Resources Director, Certificated Staff  
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Albert Tan, Elementary Principal  
Carlos Villegas of Fagen, Friedman & Fulfrost, LLP, District Counsel

**ASSOCIATED POMONA TEACHERS**

1976 West Holt  
Pomona, California 91768  
(909) 623-6761

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**A G R E E M E N T**  
**(Preamble)**

THIS AGREEMENT is entered into pursuant to Sections 3540-3549 of the California Government Code this 30<sup>th</sup> day of June, 2016, between the Pomona Unified School District (hereinafter referred to as District) and Associated Pomona Teachers, an affiliate of California Teachers Association, an affiliate of National Education Association (hereinafter referred to as Association). Unless otherwise provided, all amendments to the Agreement will become effective upon approval by the Association and the Board of Education.

**Article 1: RECOGNITION**

The District recognizes the Association as the exclusive representative of certificated employees in the representation unit, which is comprised of the following positions. This includes members assigned to the School of Extended Educational Options and La Verne Science and Technology Charter. These schools are both dependent charters of the Pomona Unified School District.

- \*Academic Coach
  - Adapted Physical Education Specialist
- \*Athletic Coach
- \*Athletic Trainer
- \*Band Director
- Counselor
  - Counselor, Adult and Career Education
- \*Drama Coach
- \*Drill Team Advisor
  - Facilitator, GATE
  - Facilitator, Secondary Multicultural
  - Facilitator, Restructuring
  - Head Teacher, Children's Center
- \*Newspaper Advisor
  - Project Assistant, Adult and Career Education
  - Psychologist
- \*Rally Group Advisor
  - Regional Occupational Programs (ROP) Teacher
  - Resource Teacher
  - Resource Teacher, Bilingual Education (Categorical)
  - Resource Teacher, Child Development
  - School Nurse
  - School Nurse Practitioner
  - School Site Specialist
  - School Site Technician
- \*Speech Coach
  - Teacher, Adult and Career Education (15 hours or more)
  - Teacher, After School Education and Safety
  - Teacher, Alternative Education
  - Teacher, Bilingual Cross-Cultural Specialist
  - Teacher, Career Education-ROP
  - Teacher, Children's Center
  - Teacher, Consulting
  - Teacher, Early Head Start
  - Teacher, Elementary

Teacher, Elementary Bilingual  
 Teacher, K-6 Music  
 Teacher, K-6 Visual and Performing Arts  
 Teacher, GATE  
 Teacher, Head Start  
 Teacher, Intervention  
 Teacher, Movement Education  
 Teacher, Reading, Miller-Unruh Specialist  
 Teacher, Resource Specialist Program  
 Teacher, Secondary  
 Teacher, Secondary Bilingual  
 Teacher, Special Day Class  
 Teacher, Special Education  
 Teacher, Special Education/Special Day Class/Severely  
     Handicapped/Preschool  
 Teacher, Special Education Preschool  
 Teacher, Special Education/Special Day Class/Severely  
     Handicapped/Communicatively Handicapped  
 Teacher, Speech and Language Specialist  
 Teacher, State Preschool  
 Teacher, Support  
 Teacher, Work Experience  
 Teacher on Assignment  
 Teacher Specialist  
 Teacher Specialist, Academic Coach  
 Teacher Specialist, Education Media  
 Teacher Specialist, Instructional Materials  
 Teacher Specialist, Special Education  
 Teaching Teacher Specialist  
 \*Technical Drama Coach  
 \*Vocal Music Director  
 \*Yearbook Advisor

(\*When concurrently held by a person who serves in a regular full-time bargaining unit position) and EXCLUDING all other positions not specifically enumerated above, which includes, but is not limited to:

Academies & Workforce Development–Curriculum & Staff Development  
     Project Assistant  
 Administrative Director, Child Development  
 Administrative Director, Elementary Education  
 Administrative Director, Secondary Education  
 Administrative Director, Pupil & Community Services  
 Assistant Principal  
 Assistant Principal, Continuation High School  
 Assistant Principal, Elementary  
 Assistant Principal, Middle School  
 Assistant Principal/Attendance, Senior High School  
 Assistant Principal/Instructional, Senior High School  
 Assistant Superintendent/Chief Financial Officer  
 Associate Director, Child Development  
 Associate Principal, Middle School  
 Associate Principal, Senior High School  
 Chief Academic Officer  
 Coordinator  
 Coordinator, Adult and Career Education  
 Coordinator, Pupil & Community Services  
 Coordinator, Special Education

Dean of Students, High School  
Director, Adult Education  
Director, Health Services  
Director, Personnel Services  
Director, Pre K-12 Curriculum  
Director, Pupil Support Services  
Director, Resource and Assessment  
Director, Special Education  
Director, Special Assistant to Superintendent  
Principal on Assignment  
Principal, Academy (7-12)  
Principal, Continuation High School  
Principal, Elementary School  
Principal, Middle School  
Principal, Senior High School  
Program Administrator, Child Development Program  
Program Administrator, Parent Involvement  
Program Administrator, Practitioner's College  
Program Administrator, Special Education  
Program Assistant  
Substitute Certificated Employee  
Superintendent  
Teacher, Adult and Career Education, Hourly, less than 15 hours

#### Activities and Athletic Directors

Unit members serving in an athletic or activities director assignment shall receive a salary credit at the factor step of Column I in the amount of .125 per semester.

Unit members working in athletic and activities assignments may be required to teach two (2) periods and will be released at least four (4) periods per day.

A member's conference period shall be included as one of the release periods.

The District may choose to assign the referenced activities to site administration.

APT will be the exclusive representative of an athletic and/or an activities director when the position is held by a person who concurrently serves in a regular fulltime bargaining unit position.

#### **Article 2: DEFINITIONS**

2.1 All words have their normal and acceptable meaning, unless otherwise designated by a specific provision of this Agreement.

2.2 *Member of the bargaining unit* and *member*, as used in this Agreement, refer to a certificated employee in the representation unit recognized in Article 1, *Recognition*.

#### **Article 3: EMPLOYEE RIGHTS**

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

#### **Article 4: ASSOCIATION RIGHTS**

- 4.1 The Association and its members shall have the right to use school meeting rooms at reasonable times, provided that this shall not interfere with, or interrupt normal school operations and provided, further, that the Association follows current procedures and limitations for securing the use of such meeting rooms under the Civic Center Act. Expenses incident to the meeting, other than those normally part of the school operations, shall be borne by the Association.
- 4.2 Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with members of the bargaining unit on campus during duty-free time, provided that this shall not interfere with, or interrupt normal operations.
- 4.3 The Association shall have the right to place appropriate identified notices, circulars and other materials on designated school bulletin boards and in the school mailboxes of members. Such material is appropriately identified when it contains a date of posting or distribution, together with an authorization by the Association President or Executive Director. A copy of such postings or distributions shall be delivered to the Superintendent or the Superintendent's designee, and the principals and/or department heads at each building site at the same time as posting or distribution. Each building shall have bulletin board space available where Association notices and information may be posted. The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel.
- 4.4 All Association business, discussions and activities will be conducted by members of the bargaining unit or Association officials outside established work hours as defined in Article 10, *Hours of Employment*, in this Agreement. All such business, discussions and activities will be conducted in places other than District property, except as permitted under the provisions of Sections 1 and 2 of this Article.
- 4.5 The President of the Association, or designee, has the right to process a grievance for any alleged violation of this Agreement. Any such grievance shall be processed in accordance with terms of Article 6, *Grievance Procedure*. The immediate administrator shall be the site administrator at the location where the alleged grievance occurred, or in the instance where several locations are involved, the appropriate District administrator. In all cases, the process shall begin with Level I, Informal Resolution.
- 4.6 In the event a grievant utilizes the provisions of Article 6, *Grievance Procedure*, for processing a grievance through Level II or III thereof without the intervention of the Association, the District shall provide the Association a copy of the written

grievance and the proposed resolution. The Association will be permitted to file a response to these documents. No grievance shall be finally resolved at Level II or III until three (3) days after the date the Association is furnished a copy of the proposed resolution, unless the Association agrees to an earlier time.

- 4.7 A maximum of forty-five (45) days release time per school year may be granted to members of the bargaining unit for the following purposes:
- 4.7.1 Attendance at California Teachers Association and National Education Association State and National conferences or meetings.
  - 4.7.2 Attendance at meetings of community and civic organizations, such as PTA, Pomona Coordinating Council and Chamber of Commerce.
  - 4.7.3 No more than five (5) days of this release time may be used by any one (1) member of the bargaining unit, with the exception of the President of the Association who may use up to twenty-seven (27) days. The release time shall be taken in full day increments. The Association shall pay to the District the amount paid a substitute employed to fill that position, or if no substitute is employed, the amount which would have been paid to the substitute.
  - 4.7.4 Requests for release time will be made at least forty-eight (48) hours in advance to the Superintendent on the forms provided by the District. The request shall specify the intended purposes for which the release time is requested.
- 4.8 The President of the Association will be released from full-time duties as a bargaining unit member to assume the duties of the president of the Association and the work of collaboration with the District to improve student achievement.
- 4.8.1 The Association shall reimburse the district for 50% of the cost of salary and benefits for the temporary contracted employee to replace the Association President.
  - 4.8.2 During service as President of the Association, the employee shall be entitled to receive the same benefits as if he/she were a full-time employee of the District.
  - 4.8.3 Upon cessation of service as the Association President, he/she shall be returned to his/her teaching position or to a comparable position in the District as held prior to service as Association President.
- 4.9 The Association will exclusively receive time off from duties for the processing of grievances past Level I of the *Grievance Procedure*, Article 6, of this Agreement, for members who are designated as Association representatives, subject to the following conditions:



- 4.9.1 By no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the Superintendent a list of five (5) members who are to receive the time off, and in the event one of the members named is unable to serve, the Association may amend the list in writing.
  - 4.9.2 Twenty-four (24) hours prior to release time from duties for grievance processing, the designated representative informs his or her immediate administrator in order that an adequate substitute may be obtained, if such is necessary.
  - 4.9.3 Such time off shall be limited solely to representing a grievant in a conference with a management person beyond Level I, and shall be limited to one (1) member for each conference or proceeding.
  - 4.9.4 Release time shall not be provided for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 4.10 If the District believes that the Association is in violation of any of the provisions of this Article, then it shall notify the Association in writing. This notice of alleged violation shall include any proposed penalties against the Association in the event of a recurrence, or in the event the Association fails or refuses to take corrective action. Such penalties must be reasonable when compared with the violations, and may include the removal by the District of the rights provided by this Article, which are not otherwise provided by law.

#### **4.11 New Employee Orientations and Notifications**

- 4.11.1 During the period(s) of new hire orientation, the District shall provide an opportunity for Representatives of the Association to meet with such new hires. Specifically, representatives of the Association can meet with new hires in person for no fewer than 90 minutes, not including lunch. The Association shall partner in both: the program development of the day(s) and the presentation of the information.

The District shall provide the Association with information regarding employees including: list of new hires/ rehires, list of bargaining unit members, full name, home address, cell phone number, site assignment, FTE, email address.

### **Article 5: DISTRICT RIGHTS**

- 5.1 The exercise by the District of the powers, rights, authority, duties and responsibilities specified in this Article 5, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

- 5.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the Pomona Unified School District. Included in, but not limited to, those duties and powers are the exclusive right to determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; protect the rights of parents and other citizens pertaining to the operation of schools as defined by law; determine staffing patterns and balance enrollment; determine the number and kinds of personnel required; grant leaves to personnel; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, compensate, transfer, assign, reassign, evaluate, promote, terminate and discipline employees.
- 5.3 The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement only in the cases of emergency; i.e., act of God; national disaster; act of war; declaration of martial law; strike; insurrection; riot; revocation or substantial reduction, loss or suspension of funding; revolution; flood; earthquake; fire; epidemic; plague; power failure, or energy crises.

## **Article 6: GRIEVANCE PROCEDURE**

### 6.1 Definitions:

Grievance	A formal written allegation by the Association or by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement.
Day	Any day in which the central administrative office of the Pomona Unified School District is open for business.
Immediate Administrator	The management person having immediate jurisdiction over the grievant or who has been designated by the District to adjudicate grievances.
Grievant	Either a member of the bargaining unit asserting a grievance, or the Association on behalf of any unit member or members. The Association shall officially designate its representatives who are authorized to file grievances. The member, or the Association on behalf of a member, may file a grievance concerning an alleged violation of this Agreement, but in no event may the Association or member file a grievance on the same incident concerning the same member if

a grievance has been previously filed on this incident.

## **6.2 Level I - Informal Resolution**

6.2.1 Before filing a formal written grievance, the grievant must attempt to resolve it by an informal conference with the grievant's immediate administrator. This informal conference shall be requested within seven (7) days after the act or omission giving rise to the grievance first occurred or first came to the attention of, or in the exercise of reasonable diligence would have come to the attention of, the grievant. Either party to the grievance may be represented at this conference by one (1) individual of his or her choice. In the event the grievance is not resolved within twelve (12) days after the act or omission giving rise to the grievance first occurred, or first came to the attention of, or in the exercise of reasonable diligence would have come to the attention of, the grievant, the grievant may proceed to present a formal grievance in accordance with Level II.

## **6.3 Level II - Formal Written Grievance**

6.3.1 The grievant must present a formal written grievance on the appropriate form (Appendix XIV) to the immediate administrator within ten (10) days of the date of the Level I conference. In no event shall a grievance be filed later than one (1) year after the occurrence of said act or omission. If the grievant does not present such grievance in writing within the stated time period, the grievance is deemed to be resolved.

6.3.2 The written statement shall be a clear, concise statement of the grievance, with specific reference to the contractual section allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

6.3.3 The immediate administrator shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party. Either party may be represented at the conference by one (1) individual of his or her choice.

## **6.4 Level III - Appeal**

6.4.1 If the grievance is not resolved at Level II, the grievant may, within seven (7) days, appeal the decision on the appropriate form (Appendix XIV) to the Superintendent. If the grievant does not appeal in writing within seven (7) days, the grievance is deemed to be resolved.

- 6.4.2 The written statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 6.4.3 A personal conference will be held between the Superintendent or Superintendent's designee and the grievant, if requested in writing by the grievant or the Superintendent or designee. In the event a conference is held, either party to the grievance may be represented at said conference by one (1) individual of his or her choice. Within ten (10) days of receipt of the appeal, the Superintendent or Superintendent's designee shall communicate a decision to the grievant in writing.
- 6.4.4 If the Superintendent or the Superintendent's designee does not respond within the ten (10) day time limitation, the grievant may proceed to the next level.
- 6.4.5 If the grievance is resolved, or if the grievant does not wish to take further steps, the case is closed.

#### **6.5 Level IV - Arbitration**

- 6.5.1 If not satisfied with the decision at Level III, the grievant may submit a written request for arbitration to the Superintendent. No grievant may proceed to Level IV without the consent of the Association. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after the receipt of the Superintendent's decision, if the Superintendent fails to render a decision within eighteen (18) days of the Superintendent's receipt of the appeal or any amendment thereof.
- 6.5.2 Only issues, which were processed and handled in accordance with the grievance procedure of this Article 6, are subject to arbitration.
- 6.5.3 Within ten (10) days of receipt of the request for arbitration, the Superintendent shall request the California State Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in the public sector. Within five (5) days after receipt of the list of names, the Association and the Superintendent, or the Superintendent's designee, shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. In the event the Association does not appear for the striking process within the allotted five (5) days, the grievance is deemed to be resolved.
- 6.5.4 Within seven (7) days of the selection of the arbitrator, the Superintendent or the Superintendent's designee and the grievant shall attempt to agree upon the issue or issues to be submitted to the arbitrator and this Agreement shall be reduced to writing. If they are unable to agree upon a submission agreement, the arbitrator shall

determine the issues by referring to the written grievance and the answers thereto at each level.

- 6.5.5 In the event there is a dispute between the District and the grievant as to the arbitrability of any issue or issues, the question of arbitrability shall be determined prior to a resolution of the substantive issue or issues. That determination shall be made by an arbitrator who will resolve the issue of arbitrability and who shall not be the same arbitrator who hears and resolves the substantive issues of the grievance, unless the parties to the grievance mutually agree, after the determination of the arbitrability, that the same arbitrator shall hear and resolve the substantive issues. The selection of a second arbitrator to hear the substantive issue or issues shall be postponed until after the determination of arbitrability and shall be made in accordance with the above procedures, unless the parties mutually agree to have the arbitrator who made the determination regarding arbitrability also hear the substantive issues.
- 6.5.6 In the event the issue, or issues, is determined to be arbitrable, the grievance shall be referred to the Superintendent or the Superintendent's designee for reconsideration of the decision in accordance with the provision of Level III, prior to the selection of a second arbitrator.
- 6.5.7 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, except release time provided for the grievant and his or her representative, shall be borne by the parties incurring them.
- 6.5.8 The arbitrator shall afford the District and the grievant a reasonable opportunity to present evidence, witnesses and arguments. The arbitrator shall render a written decision on the issue, or issues, submitted to the arbitrator as soon as possible after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final statements.
- 6.5.9 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions he or she expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement, or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law, or in violation of this Agreement, or that involves the exercise of discretion by the District under the provisions of this Agreement or applicable law. The arbitrator shall have no power to render an award on any

grievance occurring before or after the term of this Agreement.

- 6.5.10 The decision of the arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute.
- 6.5.11 Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half (1/2) of the cost of the court reporter's services and expenses. The cost of any transcript, or any copy thereof, requested by either party shall be borne by the party requesting same.
- 6.5.12 A reasonable number of relevant employee witnesses shall be provided release time without loss of pay for the purpose of testifying at the arbitration hearing, provided all such employee witnesses shall be allowed to be placed on an on-call status and required to attend the arbitration hearing for only so long as his or her testimony is taken. The cost of any substitute employee to fill the position during the member's absence for this purpose shall be paid by the party requesting the presence of the witness.
- 6.5.13 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

## **6.6 Miscellaneous Provisions**

- 6.6.1 Nothing contained in this Agreement shall interfere with a strict literal interpretation of the time limitations set forth in this Article.
- 6.6.2 The grievant shall receive release time, when necessary, for conferences with management persons beyond Level I as required for the processing of the grievance.
- 6.6.3 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and maintained in the Office of the Superintendent.

- 6.6.4 No party to a grievance shall take any reprisals against the other party to the grievance because he or she participated in an orderly manner in the grievance procedure.
- 6.6.5 If two (2) or more members of the bargaining unit have the same grievance against an individual, then the grievance shall be consolidated for purposes of hearing and decision, provided each member files a separate grievance and provided, further, that the rights of the parties are not thereby prejudiced.
- 6.6.6 Issues arising out of the exercise by the Board and administration of its authority and responsibilities under Article 5 of this Agreement, *District Rights*, including the facts underlying its exercise of such discretion, shall not be subject to the procedures set forth in this Article 6.

#### **Article 7: PAYROLL DEDUCTIONS**

- 7.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the member of the bargaining unit on the District form, subject to the following conditions:
  - 7.1.1 Such deduction shall be made only upon submission of the District form, duly completed and executed by the member of the bargaining unit and the Association, to the designated representative of the District.
  - 7.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
  - 7.1.3 All regular unit members will be paid on a schedule, which has the first working day of the month as payday. Unit members working on an extended year contract will be paid on a twelve (12) month cycle, with voluntary deductions made on a ten (10) month basis.
  - 7.1.4 The District recognizes the need to minimize payroll deduction error and will designate a service person to provide high priority attention to correcting payroll errors. The District will expect to make adjustments in warrants within a seventy-two (72) hour period from time of notification of the error.
  - 7.1.5 Beginning with the third month payroll, the District will provide up to a one thousand dollar (\$1,000.00) advancement to a unit member with payroll deduction errors, subject to the advancement being repaid, immediately upon receipt by the unit member of the revised

warrant. Such advancements will be made only where the source of the error is under the District's control.

- 7.2 The District will send to the Association, monthly, a copy of the *Deduction Register*, which reflects the Association dues paid by members by payroll deduction, so long as the *Deduction Register* is provided to the District by the County Superintendent of Schools' Office.

#### **Article 8: HEALTH AND WELFARE BENEFITS**

- 8.1 The District will provide each full-time member of the bargaining unit with a basic health and welfare benefit allocation to apply to medical insurance. Based on the employee's chosen medical coverage, the allocation amounts are as follows:

Employee only	\$7,305 annually
Employee/Spouse	\$10,646 annually
Employee/Children	\$9,255 annually
Family	\$12,715 annually

In the event that a full-time member fails to select one of the Board-approved plans for medical insurance, the District will attempt to place the member in the plan which most closely resembles the previous plan. Members who choose not to enroll in other available coverage under District-approved benefit plans shall have credited towards their retiree health savings plan or successor plan any remaining amount after payment of the premium for employee-only medical participation. Upon deposit in the retiree health savings plan or successor plan, such amount may be used for any legal purpose consistent with the laws and regulations governing retiree health plans or successor plans. Bargaining unit members shall be solely responsible for any tax consequences of such accounts.

- 8.2 Except as provided in Section 8.4, the health and welfare benefit allocation referred to in Section 8.1 of this Article shall be provided by the District on a pro rata basis for members of the bargaining unit whose assignment is less than full-time. The pro rata amount shall be determined by multiplying the member's full-time equivalent employee ratio by the amount of health and welfare benefit allocation provided for in Section 1 of this Article. The balance of the premium must be paid by the member by payroll deduction or salary reduction. Less than full-time members who choose not to enroll in a group medical insurance plan approved by the District shall receive no benefits under the provisions of this section and Section 1 of this Article.
- 8.3 Members of the bargaining unit who work less than ten (10) hours per week shall receive no health and welfare benefit allocation under the provisions of Section 1 of this Article.
- 8.4 A person on an authorized unpaid leave of absence which begins and ends in the same payroll period shall not suffer any loss of health and welfare benefits allocation by reason of that leave.
- 8.5 A Flexible Benefit Plan is established providing members with the opportunity, through payroll reduction, to pay for legally



permissible benefits with pre-tax dollars, as provided by applicable State and Federal laws. After consultation with the Association, the District designated a plan administrator to administer the plan. Charges for reimbursement accounts under the plan shall be paid by the participant for whom the charge is assessed. All administrative and processing fees shall be eliminated as part of the plan in the contract between the District and the plan administrator. If the elimination of these fees is not administratively possible, then the fees shall be paid by the individual participants. The Association shall notify members of the bargaining unit of the Flexible Benefit Plan and of their rights and their responsibilities under the plan. Each member of the bargaining unit shall cooperate in the implementation of the plan.

8.6 The District will provide qualified early retirees a medical insurance allowance if the retiree qualifies for inclusion in a District approved medical plan. The allowance shall be provided for a maximum of ten (10) years, or until the member reaches age sixty-five (65), whichever occurs first. This benefit is applicable to all employees who retire on or after February 1, 1988, and before the school year in which the employee turns sixty-five (65) years of age. To qualify for this benefit, an early retiree must have completed at least fifteen (15) years of credited full-time service with the Pomona Unified School District preceding his or her retirement, and must retain the same medical plan, if possible. The benefit will be fifty percent (50%) of the amount of the basic health and welfare benefit allocation for a full-time employee as established in Section 1 of this Article.

8.6.1 In addition the District will provide a retiree benefit to members with twenty (20) years of credited full-time services with the Pomona Unified School District preceding his or her retirement. The age of the employee at retirement and the corresponding percentage of the medical premium that the District will pay is listed below for full-time employees. The District will pay towards the employee only premium. The District contribution continues until the retiree becomes eligible for Medicare. The employee is responsible for the balance as well as any elected coverage for spouse and dependents and full cost of dental premiums. Less than full-time employees will receive the appropriate prorated percent of the premium paid by the District, and the employee will be responsible for the balance.

Employee Retirement Age % of Premium Paid by District

55	50%
56	60%
57	70%
58	80%
59	90%
60	100%

8.7 Bargaining unit members assigned to Pre-K who work at least seventy-five percent (75%) of a full-time assignment shall be entitled to one hundred percent (100%) of the District's current health and welfare allocation for bargaining unit members.

- 8.8 Effective October 1, 2004, unit members who have filed with the District proof of satisfaction of the California statutory filing requirements to establish a lawful domestic partnership shall have access to health and welfare coverage for their domestic partner in the same manner as for any other eligible dependent. After January 1, 2006, such coverage shall continue only so long as it is required by law in the State of California.

## **Article 9: COMPENSATION**

The Base Salary Schedule for Teacher, High School Counselors, Middle School Counselors, Teacher Specialist, Teaching Teacher Specialists shall be restructured in accordance with model B previously discussed by the parties, specifically to reflect the elimination of the long service increments (section 9.2), and the augmentation of relevant schedules as follows:

Employee with 16 + years = 5%  
Employee with 20 + years = 3%  
Employee with 25 + years = 3%  
Employee with 30 + years = 3%

- 9.1 The salary schedules are set forth in Appendices I-VII for the 2012-13 school year, and shall be modified as provided herein and by terms set forth in the Appendix XI Memorandum of Understanding. Appendix III sets forth the work year and salary schedules for those positions designated as teacher specialist and teaching teacher specialist. Any advances in step, column and/or anniversary increments shall be maintained to the extent that such advancements and/or increments do not violate State or Federal law or result in any penalties in, restrictions to, or loss of District income.

### **9.1.1 The District shall:**

1. Provide each full time member of the bargaining unit, including retirees and former bargaining unit members who worked a complete school year as defined under Article 9.9, with an off-schedule increase of 2.5% based on the member's 18-19 base salary earnings. The retroactive off-schedule increase shall be paid to current and eligible former bargaining unit members within three (3) months after Board approval of the Agreement.
2. Increase all salary schedules by 2.5%, effective July 1, 2019. The retroactive on-schedule increase shall be paid to currently active employees within three (3) months after Board approval of the Agreement.
3. LSS and School Psychologists shall receive a prorated share of the 2019-2020 on-schedule increase up to, and including, the date of Board approval of LSS and School Psychologists

placement on the LSS and School Psychologists Base Salary Schedules, respectively. Thereafter, LSS and School Psychologists shall receive salary in accordance with the LSS and School Psychologists Base Salary Schedules, respectively.

- 9.2 Members of the bargaining unit shall receive the following long service increments applied to the member's position on the salary schedule in effect, excluding Professional Advancement Program increments and stipends:

After the completion of 15 credited years of service, 2%.  
After the completion of 20 credited years of service, 3%.  
After the completion of 25 credited years of service, 4%.  
After the completion of 30 credited years of service, 5%

(This language (9.2) no longer applies to members of the bargaining unit)

For purposes of longevity increments, only years of certificated service in the Pomona Unified School District shall count for salary longevity credit.

- 9.2.1 The provisions of this Section 9.2 shall not apply to members of the bargaining unit serving in the Children's Center, Preschool and Head Start programs, or to stipends provided for in Appendix V.

- 9.3 During the term of this Agreement, members holding the positions of Children's Center Teacher, Head Start Teacher and State Preschool Teacher referred to in the salary schedules marked Appendix V, "Child Development Certificated Salary Schedule," shall be compensated in accordance with that salary schedule.

- 9.3.1 Such positions and respective salaries are contingent upon the availability of project funding. The District, therefore, reserves the right to revise salaries in accordance with funding limitations.

#### **9.4 Increase to Salary Schedules**

- 9.4.1 Effective July 1, 1998, the salary schedule was amended to establish Column A with steps 1 through 5 (Column A, steps 1 through 5 is the same as Column I, steps 1 through 5). Column A is only for unit members with emergency or intern credentials. Those individuals who hold emergency or intern credentials on steps 6 through 11 of Column I as of June 30, 1998 may progress as far as the next step only, but shall then remain frozen at their salary placement. Effective September 1, 2001, Column II shall include teachers enrolled in intern programs, exclusive of pre-intern and emergency permit teachers.

- 9.5 Members will be eligible for a five percent (5%) off-schedule payment during the last year of service with the District, provided the member has completed twenty-five (25) years of credited service and has tendered an irrevocable letter of

resignation at least ten (10) months in advance of the June 30th in which the member plans to retire.

9.6 A unit is defined as: "Graduate credit earned after the Bachelor's Degree from legally constituted colleges and universities, privileged to transfer such credit to colleges and universities accredited by the American Association of Colleges and Universities."

9.6.1 For purposes of computation, one-quarter (1/4) unit equals two-thirds (2/3) of a semester unit.

9.7 Upper division credit earned after completion of the Bachelor's Degree, and which is required by the college or university or State for credential or Master's Degree requirements, will be allowed. Other upper division or lower division credit is allowed only when the principal or department head, in his or her sole discretion, evaluates and approves same before registration.

9.8 Responsibility for providing Personnel Services with up-to-date records of teaching experience, credits for completed college work, credentials and/or degrees, rests entirely with the individual member of the bargaining unit.

9.9 Step advancement within the schedule is to be considered a professional promotion and requires the satisfactory recommendation of satisfactory service for a complete school year as determined by the most recent formal written evaluation. Seventy-five percent (75%) of the number of days that the regular schools are in session shall be deemed to be a complete school year; however, where a member has served at least fifty percent (50%) of the number of school days that the schools are in session in two consecutive years, credit for that period shall be combined to authorize step placement of one year. Days absent for any reason, including illness, must be excluded.

9.10 A member of the bargaining unit receiving an unsatisfactory recommendation from a supervising administrator as determined by the most recent formal written evaluation shall be disqualified for promotion. Such unsatisfactory recommendation is subject to review by the Superintendent. For any second or subsequent year of unsatisfactory service, said employee's placement on the salary schedule shall be reduced by one (1) step until the minimum salary for the member's class is reached.

9.11 When a member advances to a higher class on the salary schedule, the member shall be placed upon his or her corresponding step within the higher class and then be allowed any earned increment.

9.11.1 Graduate credit or credit earned after completion of the Bachelor's Degree, meeting the definitions of Sections 6 and 7, may be used for advancement on the salary schedule.

9.11.2 Number of units acceptable for salary schedule advancement:

<u>Period</u>	<u>Number of Acceptable Units</u>
Summer School	Any number

Academic Year:

<u>Period</u>	<u>Number of Acceptable Units</u>
Effective July 1, 1991	Any number
Feb. 1988-June 1991	Twelve (12)
July 1966-Jan. 1988	Nine (9)
July 1957-June 1966	Eight (8)
May 1950-June 1957	Six (6) (No more than four (4) in any semester)

- 9.11.3 Members desiring to advance on the salary schedule must petition for such advancement on the form prescribed by the District. Such petition shall be filed with Personnel Services together with an official transcript identified and sealed by the college or university granting the credit supporting such request. Column changes shall become effective on the first day of the second month following Personnel Services' receipt of the petition and official transcripts for the required number of acceptable semester units.
- 9.12 Members of the bargaining unit possessing 8.0, 8.1, or D.E. credentials may move horizontally across the salary schedule if they meet the criteria of each column.
- 9.13 A member of the bargaining unit who has received an acceptable Doctorate Degree from a college or university accredited by the American Association of Colleges and Universities shall receive an extra payment in the amount of the factor step of the member's class on the Base Salary Schedule in effect, times the factor of .035. The acceptability of the Doctorate Degree shall be determined by the District. The transcript must reflect at least sixty (60) units work beyond the Bachelor's Degree. Said work is to be concentrated in one (1) subject area or related subjects taught in the K-12 schools of the District.
- 9.14
- 9.14.1 Effective July 1, 1994, the District will revise its existing practice of allowing a maximum of seven years (7) of prior education employment experience for salary placement to a maximum of six (6) years of previous educational employment experience for salary placement. Effective February 1, 2001, the District may offer certificated unit members newly hired by the District up to an additional two years of service credit for positions that the District has designated as "difficult to fill". Such determination shall be at the sole discretion of the District.
- 9.14.2 Upon ratification and approval by the Board of Education, notwithstanding paragraph 9.14.1, the District will at time of hire, allow year-for-year service for previous experience for hard-to-fill positions, specifically, Special Education Teachers, Math and Science Teachers with Full Single Subject credentials, provided that the employee is contracted, and serves, in a hard-to-fill

position. Upon a critical need, and upon approval of the Superintendent and/or designee, the District may grant year-for-year service upon initial hire for positions not otherwise provided herein.

**9.14.3 TLC/Intervention teachers who are recommended to fill a K-12 position shall receive District service credit on a year-to-year basis provided the teacher completed 75% of the school year(s) and will be placed on the certificated salary schedule commensurate with their PUSD teaching experience.**

**9.15 National Board Certification**

9.15.1 Effective July 1, 2001, additional salary credit will be provided at a factor of .035 of the unit member's salary schedule placement for National Board Certified teachers.

9.15.2 In addition to the augmentation in salary credit provided in Section 15A, effective July 1, 2001, additional salary credit will be provided at a factor of .10 of the unit member's salary schedule placement for National Board Certified teachers serving in specially designated positions. Such designation shall be on a year by year basis at the sole discretion of the District.

**9.16 Payment to Unit Members When a Substitute Teacher is Not Available**

9.16.1 When a substitute teacher is not available, the appropriate site administrator will first ask for volunteers from available unit members at the site. If there are insufficient volunteers at the elementary level within the appropriate grade level (K, 1-3 or 4-6) to cover the need, the administrator may assign unit members, provided such assignment is done in an equitable manner from among all available unit members.

9.16.2 At the secondary level when a substitute teacher is not available, the appropriate site administrator will first ask for volunteers from available unit members at the site. If there are insufficient volunteers at the secondary level to cover the need, the administrator may assign unit members, provided such assignment is done in an equitable fashion from among the available unit members.

9.16.3 The rate of pay shall be twenty-five dollars (\$25.00) per hour for high school and middle school.

9.16.4 The pay shall be twenty-five dollars (\$25.00) per group of pupils assigned to elementary teachers (1-6) who assume a group of pupils when a substitute teacher is unavailable. If assignments are for one-half (1/2) school day or less, payments shall be prorated in accordance with the amount of time spent.

9.16.5 Elementary teachers, who take a group of students in order to assist in providing coverage for a class when a substitute is not available, will receive twenty-five dollars (\$25.00) a day for that group. The group should consist of six (6) students per teacher, or the class of the teacher providing coverage should not exceed thirty-eight (38). A minimum of five (5) teachers should be used to cover a class. A distribution of students shall be as equitable as possible. Coverage should be rotated so no one teacher covers more than once a week, unless absolutely necessary.

**9.16.6 Procedures**

9.16.6.1 These procedures shall affect any certificated bargaining unit member who provides coverage when a substitute is requested and is not available.

9.16.6.2 Each school shall maintain a coverage list, which would include volunteers first, and then non-volunteers, including site administrators. Assignments should be made in that order and in such a way that no certificated employee would be required to provide coverage more than once per week, unless absolutely necessary.

**9.16.7 Elementary Level**

9.16.7.1 The principal would refer to the coverage list and utilize those individuals who had requested to be volunteers first. If there are not enough to provide the necessary coverage within the appropriate grade level (K, 1-3, 4-6), the administrator may then assign students to classrooms as needed, provided such assignment is done in an equitable manner from among all available unit members. Compensation for those individuals shall be as follows:

9.16.7.1.2 If the assignments are for one-half (1/2) school day or less, payments shall be prorated in accordance with the amount of time spent.

9.16.7.1.3 A "priority" substitute will be identified to substitute when the release teacher whose coverage for colleagues creates prep time for grade levels 4-6 is not available. Should a substitute not be available, the release time teacher Coordinator shall determine whether the preparation period shall be made up or paid at the rate of \$40 per session. Make-ups not completed by January 15 or June 15 shall be paid on the following monthly payroll warrant.

9.16.7.1.4. When a substitute teacher is not available for moderate to severe classes at the elementary level, the appropriate site administrator shall contact Personnel to request the appropriate substitute coverage. While waiting for the coverage, the partner teacher shall cover the class with all assigned aides until the appropriate substitute teacher is assigned. When a substitute is not assigned and the partner teacher covers the class then the partner teacher shall receive one hundred dollars (\$100) for the day. If assignments are for less than one half (1/2) of the school day the partner teacher shall receive twenty-five dollars (\$25.00).

#### **9.16.8 Secondary Level**

9.16.8.1 Teachers will be compensated for providing coverage for a classroom when a substitute has been requested and none is available. The rate of pay shall be twenty-five dollars (\$25.00) per period/hour. Adult school teachers providing coverage for a classroom when a substitute has been requested and none is available shall receive ten dollars (\$10.00) per period/hour for ten (10) to fourteen (14) students and twenty-five dollars (\$25.00) per period/hour for fifteen (15) or more students.

9.16.8.2 The attached form, Classroom Coverage Report form, Appendix XI, shall be maintained in the school office in order to keep record of those individuals who have provided coverage when a substitute has not been available. It shall be submitted to the Payroll Office twice per school year, no later than November 15 for the December payroll warrants, and no later than June 15 for July pay warrants.

9.17 A notice of CELDT testing, ELD Summer camp, and AARC special assignment opportunities shall be posted as soon as possible on designated site bulletin boards and emailed to each bargaining unit member at each school site prior to selection by the site administrator and any Board action. Upon notification of these special assignments, members must apply within the time specified on the posting and comply with the application instructions. The following factors will be considered in the selection process:

- (1) Appropriate experience and training relative to the special assignment
- (2) Stated school site needs as listed in the posting

When the number of eligible candidates exceeds the available CELDT and ELD summer camp special assignments, said assignments shall be equitably distributed between the eligible members. Eligible members not selected shall have priority consideration in



subsequent years for CELDT and ELD Summer camp special assignment opportunities. Teachers shall be paid an hourly rate based on .001 of the factor step of the member's appropriate class on the base salary schedule in effect on the first day of the special assignment.

AARC special assignment opportunities shall be made available to all unit members. All unit members who apply shall be selected and assignments shall be made on a rotational basis as needed throughout the school year. Selection for rotation may be based on the following considerations:

- (1) Appropriate experience and training relative to the special assignment
- (2) School site needs

#### 9.18 Language and Speech Specialist (LSS) and School Psychologists

9.18.1 Credentialed teachers hired, or existing members, working under a variable term LSS waiver, shall be placed or remain on the Base Salary Schedule for Certificated Teachers until such time the member completes his/her LSS credential. Only members working under a LSS waiver shall continue to receive the 0.055 factor step provided under Appendix X. Upon completion of the LSS credential, the member shall notify Human Resources and request an advancement according to Articles 9.11.3 and 9.15.3.

9.18.2 Fully credentialed members hired for the 2020-21 school year, and thereafter, shall be placed on the LSS Base Salary Schedule. The District, at time of hire, may recognize prior service with a school district or other contracted experience in its placement of the member on the LSS Schedule, subject to District verification. Fully credentialed LSS members hired for the 2020-2021 school year, and thereafter, shall not receive the 0.055 Factor Step provided in Appendix X.

9.18.3 Fully credentialed Language and Speech Specialist who are placed on the LSS Base Salary Schedule shall not receive less than a 2.5% on-schedule increase. The unit member's on-schedule salary increase shall be in addition to the 0.055 factor step the member currently receives in addition to their base salary. After placement, fully credentialed existing members shall no longer receive the 0.055 Factor Step provided in Appendix X.

9.18.4 School Psychologists hired for the 2020-21 school year, and thereafter, shall be placed on the School Psychologist Base Salary Schedule. The District, at time of hire, may recognize prior service with a school district or other contracted experience in its placement of the member on the School Psychologist Schedule, subject to District verification.

9.18.5 Current District School Psychologists who are placed on the School Psychologist Base Salary Schedule shall

not receive less than a 2.5% on-schedule increase in addition to the 1.15 factor step the member currently receives in addition to their base salary. After placement, School Psychologists shall no longer receive the 1.15 Factor Step provided in Appendix X.

**Article 10: HOURS OF EMPLOYMENT**

10.1 Work years shall be as listed below.

The number of scheduled work days per year for members of the bargaining unit shall not exceed the following:

Middle School Counselors	198
High School Counselors	203
Head Teachers, Children's Center	220 days
Psychologists	193
Teacher Specialists	199, except for those teacher specialist and teaching teacher specialist positions designated as 220* or 228* days. Teacher specialist and teaching teacher specialist are annual appointments.
Teachers, Children's Center	220 days
Teachers, Head Start	188
Teachers, State Preschool	188
Head Varsity Coaches	The length of the extra duty assignment of the Head Varsity Coaches shall correspond to the season of the sport as determined by the District.
All other members of the bargaining unit	188

Newly hired bargaining unit members may be required to work, as part of their regular contracted salary, a maximum of one hundred ninety-one (191) days, according to the needs of the District. In the event a unit member is hired after these days are scheduled, the unit member will, as part of the regular contracted salary, work these days in the subsequent year.

Rate of pay for members who provide services beyond their regular calendar year will be .001 of the appropriate factor step.

10.1.1 Bargaining unit members may depart from the school premises at the end of the member's school day, unless the member is needed for purposes of:

Professional contact with administrators  
Professional contact with other teachers

Individual pupil assistance and/or  
Meetings with parents

- 10.1.2 Bargaining unit members shall notify the site administrator or designee of the member's intent to leave if leaving within thirty (30) minutes after the end of the student day. If such member is needed for one of the four above purposes, such member shall make the appropriate contact prior to leaving the member's site.
- 10.1.3 This Article 10 shall be monitored quarterly by the District and the Association for purposes of discussion during reopener negotiations pursuant to Article 29.
- 10.1.4 In addition to the number of days of service specified in this Article 10, Section 1, bargaining unit members assigned by specific Board action to teach at Pomona Alternative School shall provide additional and regularly assigned days at the regular rate of pay between July 1 and June 30.
- 10.1.5 Subject to the approval of the site administrator, IEPs may be held during the school day provided that no services to students are cancelled and all required personnel are present.

IEPs shall normally be held after instructional time, and shall be scheduled to conclude within 45 minutes after the end of the school day unless the participants agree to extend the duration of the meeting. If there is no agreement to extend the duration, the meeting will be reconvened on another day.

- 10.2 The professional day for members of the bargaining unit who are classroom teachers includes a regular teaching assignment and other assigned duties as specified in Section 11 of this Article 10. Except as provided in Sections 1 and 13 of this Article 10, members who are classroom teachers shall be at their work locations and responsible for such duties Monday through Friday as follows:

**Grades 6-12** -- Beginning twenty (20) minutes prior to the commencement of the first period class at the school to which the member is assigned or prior to the member's preparation period, whichever is earlier, and continuing until after the conclusion of the unit member's last class assignment (including 6th grade on middle school campuses), or after the member's preparation period, whichever comes last.

**Grades 1-6** -- Beginning ten (10) minutes prior to the commencement of the sixth grade students' regular school day and continuing after the conclusion of the upper elementary grade students' regular school day, except late start Friday, when teachers shall report at 7:55. If there is no sixth grade at a particular school site, the professional day shall be determined in the same manner, based upon the school day for sixth grade students in elementary schools that have a sixth grade.

**Kindergarten** -- Members of the bargaining unit who are kindergarten teachers shall be at their work locations and responsible for instructional and other assigned duties for a time equivalent to the time specified for members who teach grades 1-6. The beginning and ending times are to be specified by the principal of the school to which the member is assigned.

Kindergarten Schedule: One half of the instructional minutes of each day will be taught by Kindergarten teachers in the partner teacher's class to assure (1) adoption of a District-wide standard, consistent with legal requirements for funding, and (2) maximizing teacher time for kindergarten instruction. All schedules shall require that one half of the instructional minutes of daily instruction be taught with no more than twenty (20) students per teacher. Each site shall determine by consensus of all teachers of kindergarten students its annual schedule from options determined by the Superintendent's designee. Any modifications to this schedule must be approved in advance by the Superintendent's designee. The option selected shall be exercised by all classes at that site for the full school year without modification. [See Appendix IX- Elementary Schedules]

Kindergarten Schedules/Staggered Day: One of the criteria, among others, to be considered by the Superintendent's designee in determining the appropriate kindergarten schedule is the availability of sufficient kindergarten classroom space at the school. [See Appendix IX - Elementary Schedules].

**TLC Teachers** - Full time The Learning Connection ("TLC") teachers shall be at their work assignments from 10:30 a.m. through 6:00 p.m. On Mondays, Tuesdays, Thursdays and Fridays TLC teachers shall receive 30 minutes of preparation time for intervention groups. The preparations time is to be used solely for the preparation of intervention groups, parent conferences, teacher collaboration and conducting assessments. The beginning and ending times of a TLC teacher's preparations time shall be specified by the principal of the school to which the member is assigned.

**Counselors** -- The professional day for counselors under normal circumstances will be twenty minutes prior to the commencement of the regular school day and one hour after the regular student dismissal time. Counselor members of the bargaining unit are responsible for seven (7) adjunct professional duties in addition to their core counseling responsibilities, and Open House, Back to School Night, Parent/Teacher Conference Night and Graduation. Two (2) of the seven (7) duties shall be for the purpose of supporting appropriate grade-level academic counseling for targeted students as defined by LCAP and will provide, at mid-semester, updates to parent(s)/guardian(s) regarding student(s) progress and possible resources to improve student progress and achievement. Examples of such adjunct duties include: senior grad fair, cluster parent/student evening meetings,

Proctor PSAT/SAT tests, college night (District of site), grade level parent night 7-12 or 9-12, financial aid night, awards night 7-12 or 9-12, parent meetings (AVID, GATE, EL, AP), Sports night/NCAA Clearinghouse Night Meetings, and College Outreach Supervision (Examples: Harvey Mudd, Upward Bound). In each instance that a counselor is required to perform an evening adjunct duty, he/she may leave at the regular dismissal time for students before returning for evening duty. For each instance that a counselor volunteers to serve more than seven (7) adjunct duties, the counselor may, in collaboration with and upon prior approval from the site administrator, flex the schedule for that day.

- 10.2.1 Exceptions to the beginning and ending times specified herein may be made to accommodate alternative programs if acceptable to the member, principal and assistant superintendent affected, or if double sessions are established, or if upper elementary classes are maintained at the same site as higher grade classes, or to accommodate the needs of the District's special education programs.
- 10.2.2 Except as provided in Section 3 of this Article 10, in the event the District adjusts the length of time of the instructional day, such adjustment shall not operate to extend the beginning and ending times established in accordance with this section prior to said adjustment.
- 10.2.3 For purposes of this Article, the work location is the place to which the member is assigned by the District.
- 10.2.4 Except in cases of brief meetings to address a school or District emergency, site administrators will give certificated staff five (5) days' notice of required professional development/in-service meetings, grade level meetings, department meetings and special interest meetings, such as GATE, CCR or WASC and other mandated reviews, where the meeting is called by the site administrator. Member excused from attendance shall be responsible for obtaining and implementing the content and product derived from such meetings.

Except in cases of brief meetings to address a school or District emergency, the above-described required meetings will not be called by the District or by site administrators on Mondays. This limitation shall not extend to compensable extra duties such as paid unit leaders. On Wednesdays, no mandatory meetings shall be scheduled to begin prior to 3:15 p.m. at elementary sites.

- 10.3 The District shall adjust the length of the instructional day in conformance with the provisions of Education Code Section 46201. The minimum number of instructional minutes prescribed in Section 46201 may be exceeded to the extent that additional minutes assure meeting the prescribed minimums or assist in providing workable school schedules. Nothing in this Section 3 shall preclude the District from otherwise exercising its rights to increase the length of the instructional day.

Commencing with the 2008-09 school year: 1) K-8 pilot schools shall have the same starting and ending time as students at District elementary schools, and 2) 7-12 pilot schools shall have the same starting and ending time as students at District 9-12 high schools.

Late Start Fridays (LSF) at all District schools shall be held weekly around District goals, targeted students as defined by LCAP, and site identified instructional initiatives as determined by the Principal and defined in the school plan and LCAP for professional development, faculty meetings, structured teacher planning time, student work and data analysis, and other collaborative planning and training in which all certificated staff members will participate.

- 10.4 Staff development days shall be dedicated to active staff participation and program development as identified by the District. Unit members who do not attend one or more staff development days shall be responsible for information and work product developed at their sites, and for any resulting work product for their grade level and/or subject matter.

The District will provide six (6) staff development days annually to bargaining unit members, except adult education unit members, contingent upon categorical funding at, or above, its 2009-10 level, which can be used for professional development.

Bargaining unit members will have meaningful input into the planning of these days, including but not limited to the following ways: needs assessment/interest surveys, Professional Development Steering Committee, including APT selected representatives, and professional development evaluations.

- 10.5 **Teacher Preparation Period - Grades 7-12** - All secondary teachers shall have a preparation period equivalent in length of time to one (1) regular instructional period of that school, except on minimum or shortened days. The teacher preparation period is to be utilized for student or parent conferencing; individual, team, unit, grade, or staff planning. Teachers are to utilize the preparation period at their sites, or at a site appropriate to the member's assignment.

- 10.6 **Teacher Preparation Period - Grades All Day Kindergarten (ADK)-6** - One (1) teacher preparation period per week is provided for grades 4, 5, and 6 and it is optional for grades **ADK**, 1, 2 and 3. The primary teachers and principal in each school may determine whether to utilize this period. If used, it must be for all primary classes and on the same day of the week as that for grades 4, 5 and 6. Schools may determine, with the approval of the appropriate assistant superintendent, which day of the week is to contain the teacher preparation period. It must remain the same day throughout the school year.

The teacher preparation period is to be used solely for individual, team, unit, grade, or staff planning. The preparation period is not to be used for faculty or other non-preparation meetings, in-service training, or for individual matters not related to preparation or planning. The preparation period for

grades ADK through 6 teachers normally begins at 1:25 P.M. and ends at the same time as the close of the regular instructional day for the teacher's grade. Beginning and ending times may vary depending upon the starting time at the individual schools. Teachers are to utilize the preparation period either in their schools or in the resource areas of the Education Center.

- 10.6.1 Effective with the 2008-09 school year, in addition to the teacher preparation period provided for teachers of grades 4-6 as described in Section 6 of this Article, teachers of grades 4-6 will receive preparation time equivalent to ninety (90) minutes (60 minutes during parent conferences and twice during CST testing) in each school week, except if the teacher's regularly scheduled preparation time should fall on a day when school is not in session or students are not present. The day(s) of the week and the time of day for the preparation time shall be scheduled at the discretion of the District, and may be scheduled in varying increments. The teacher preparation time is to be utilized for individual, team, unit, grade or staff planning at the option of the teacher. Teachers are to utilize the preparation time at their schools, or at a site consistent with their assignment. If a teacher will be absent from the school site during the preparation time, he/she must notify the appropriate administrator in advance.
- 10.6.2 Teacher Preparation Period - Grades 4-6 - When preparation time is reduced during elementary parent conferences, the release time administrator will make an effort to make such reductions equitable.
- 10.6.3 For Child Development teachers, Friday "coverage" assignments during unit member preparation time shall be equitably distributed.
- 10.6.4 Teachers assigned to Transitional Kindergarten (TK) and All Day Kindergarten (ADK) shall receive five (5) substitute release days to complete individual student assessments. Teachers assigned to combination classes and special ed classes which include TK and ADK students shall receive two (2) substitute release days.
- 10.7 In the event upper elementary classes are maintained at the same site as higher grade classes, an appropriate preparation period shall be scheduled which shall not exceed that provided to secondary teachers, nor be less than that provided for teachers of grades 4-6.
- 10.8 Each member of the bargaining unit is entitled to a thirty (30) minute, duty-free lunch period which may be extended to correspond to class or building schedules. The District shall have the discretion to establish the time of the lunch period at each of the facilities.
- 10.9 Unless the immediate supervisor is provided prior notification, members of the bargaining unit are required to remain at their work locations at all times during the hours established pursuant

to this Article, except the thirty (30) minute duty-free lunch period. The immediate supervisor may reasonably deny permission in cases of campus emergency or for the need of pupil supervision, or when the unit member is absenting herself/himself on a regular or periodic basis.

10.10 Except as provided in Section 14, a member of the bargaining unit without a specific classroom assignment shall be at the member's work location for a professional day. The professional day shall be scheduled in order to be of service to students, fellow staff members, and parents during the instructional and non-instructional time. Typically, the day will:

10.10.1 Accommodate the hours of student instruction in the building to which the employee is assigned.

10.10.2 Provide time prior to and/or after student class time for specific professional service.

10.10.3 Consist of a work day mutually agreed upon by the non-teaching certificated members of the bargaining unit and the building principal, in cooperation with the prime evaluator, in those assignments where the principal is not the prime evaluator.

10.11 Members of the bargaining unit are responsible for other assigned professional duties which include, but are not limited to, program development; in-service training sessions; working with parents, including parent conferences; participating in District and school committees; attendance at site and District meetings; sponsoring student clubs and classes; preparing for class; supervising and working with students; participating in community and school functions, including, but not limited to, PTA, PTSA, SAC, SSC, PAC, Back-to-School Night, and Open House, and other assignments that the District determines are necessary or proper for the safety and well-being of the students. Each bargaining unit member assigned to an elementary school site shall be required to serve on no more than two (2) school site committees per year.

10.11.1 If the above professional duties are not completed within the times specified in Sections 10.2, 10.9, 10.10 and 10.12 of this Article, members of the bargaining unit shall utilize additional time for the completion of such duties. The District will be reasonable and not abuse its authority in assigning duties pursuant to this paragraph.

10.11.2

10.11.2.1 Required elementary site committees shall include the following: (1) School Site Council; (2) Student Success Team; (3) Data Team. Committee service for which members receive additional compensation shall not count towards this requirement.

10.11.2.1.1 Service on one of these committees shall satisfy the mandatory committee service requirements.



- 10.11.2.1.2 Other elementary committees shall be established based upon needs of the school. An elementary unit member shall be required to serve on no more than two committees unless the member has satisfied this service requirement pursuant to subsection 10.11.2.1 above.
- 10.11.2.1.3 An elementary member working with a service provider shall have that service count for one of the two committees in subsection.
- 10.11.2.2 Notwithstanding the above listing of duties and responsibilities, secondary teachers will be assigned no more than four (4) duties per year as those duties are currently defined; at the middle schools, no more than two (2) of the duties will be dances. The site administrator will elicit each teacher's stated preference, and will attempt to make assignments according to the listed preference. If two (2) or more teachers are equally suited for a preferred duty, the assignment will be made on the basis of seniority. The District will attempt to create equity in duties at all of its four (4) comprehensive high schools and reduce, where possible, existing duties.
- 10.11.2.3 Election of site curriculum representatives to the District Curriculum Committee shall be agendized annually at a staff meeting in the first month of the school year.
- 10.11.2.4 Special Education unit members serving on an Intern credential or on an emergency permit and therefore not receiving a stipend, shall have their service on Special Education Teams counted as satisfying their mandatory committee service, pursuant to Article 10, "Hours of Employment." Fully credentialed Special Education unit members serving on the Special Education Team shall have such service counted as one mandatory committee.
- 10.11.3 **Faculty Meetings:** Notwithstanding the above listing of duties and responsibilities, faculty meetings directed by the site administration are expected not to exceed two (2) hours per month. Faculty meetings, for this purpose, involve those items which are administrator-directed and specifically exclude staff development meetings, grade level meetings, department meetings, and special interest meetings, including, but not limited to, GATE, WASC, CPM, etc. Faculty meetings shall be held during "late start Friday" mornings, and shall not be held after school. Two (2) times a year all certificated staff shall meet after school for the purposes of reviewing student progress and intervention relative to targeted students as defined by LCAP.

- 10.11.4 The faculty meetings should be for purposes of discourse and interchange, and not for purposes of purely information dissemination. If any site administrator exceeds these limitations on faculty meetings, the remedy shall consist of a joint site visit by the Superintendent or designee, and the Association President or designee in order to determine if there is any reasonable basis for exceeding the limitations. The joint team will devise means of achieving the contractual limits, including any necessary training.
- 10.11.5 **Pupil Supervision Duties:** Notwithstanding the above listing of duties and responsibilities, teachers in grades K-6 will be relieved of supervision of pupils for morning yard duty, for morning bus duty, and for similarly assigned morning duties.
- 10.11.6 The site administrator shall establish a protocol to provide a brief personal relief break for a unit member who is not able to attend to such need during normal break periods.
- 10.12 On days when members of the bargaining unit are scheduled to work, but students are not scheduled to be present, or are scheduled to be present for a minimum or shortened school day, the work day shall be seven (7) hours inclusive of a thirty (30) minute lunch period.
- 10.13 For grades 7-12, occasional, necessary, or appropriate duties as determined by the principal, may be assigned to teachers during the preparation period. The District will be reasonable and not abuse its authority in assigning duties pursuant to this paragraph.
- 10.14 Notwithstanding Sections 2, 10 and 12 of this Article, members of the bargaining unit who work in the State Preschool, Special Education Preschool, Head Start, Children's Center, or who work on an hourly or part-time basis, shall be at their work locations and responsible for instructional and other assigned duties for the minimum number of hours established by the District as the basic work day for the particular assignment of the member.
- 10.15 The minimum number of hours established as the basic work day for members who work in the State Preschool and Head Start programs may be increased or decreased in accordance with project funding, guidelines and limitations, and the members' salaries adjusted accordingly.
- 10.16 Except as provided in Sections 18 and 19 hereof, the services of members of the bargaining unit with a classroom assignment in the traditional calendar shall begin and end as follows:
- | <u>School Year</u>   | <u>Beginning Date</u>      | <u>Ending Date</u>       |
|----------------------|----------------------------|--------------------------|
| <del>2007-2008</del> | <del>August 27, 2007</del> | <del>June 20, 2008</del> |
- 10.17 Shortened days shall be scheduled for middle schools on the first pupil day and for high schools on the last two (2) days of the first semester, and during the last week of school. Shortened days

shall be scheduled for traditional elementary schools during the first week of school and on the last pupil day of the school year. Additional shortened or minimum days may be scheduled at the discretion of the District.

- 10.18 The services of the members of the bargaining unit serving in the Children's Center Preschool and Head Start programs shall have beginning and ending service dates and nonworking days as established by the District.
- 10.19 Members of the bargaining unit without a specific classroom assignment shall have beginning and ending service dates and non-work days as established by the District.
- 10.20 The following recess periods will be observed for all members of the bargaining unit in the traditional school calendar, with the exception of those members specified in Sections 18 and 19. The school year calendars are incorporated herein as Appendix X.
  - 10.20.1 If, during the term of this Agreement, State or Federal law provides for a holiday or holidays in addition to those legal holidays mandated at the effective date of this Agreement, the Board reserves the right to adjust the work calendar provided for herein.
- 10.21 In the event schools of the District are closed, or shortened days declared due to weather conditions or an emergency, the instructional days or minutes thus lost may be added to the scheduled workdays of the year in which the days or minutes are lost. The District will apply for appropriate waivers.

**10.22 Work Year Credit for STRS Purposes**

The following provisions define the work year for STRS credit purposes only, and are subject to obtaining STRS approval:

- 10.22.1 Traditional bargaining unit members - 188 days.
  - 10.22.2 Unit members on special assignment other than a classroom teaching assignment shall have a work year for STRS purposes as provided in this agreement.
  - 10.22.3 PAS bargaining unit members - 188 days, and any additional and regularly assigned days at the regular rate of pay between July 1 and June 30.
- 10.23 LACOE special education certificated employees who are hired by the Pomona Unified School District shall be given service credit for each full year of public school teacher service in the LACOE toward eligibility for PUSD retirement benefits as though the service was rendered in the Pomona Unified School District. This MOU shall not be subject to the contractual grievance procedure.

**Article 11: TRANSFERS**

**11.1 Change in Assignment**

- 11.1.1 A transfer is a change from the member's assigned school to another school within the same position classification. For the purposes of this Article, position classification is any group of positions sufficiently similar in duties, responsibilities and authority that the same position title, minimum qualifications and salary range have been prescribed, except that elementary and secondary teachers shall be the same position classification.
- 11.1.2 Whenever a unit member's teaching assignment is changed after the first week of school during the school year (excluding changes at the semester or changes which do not substantially increase the work load), or whenever an assigned classroom is changed which necessitates the physical transfer of the teacher's instructional equipment, if requested, the District will provide boxes and transport of such equipment to the new location. Upon completion of the move, the boxes will be returned to the District. The teacher so affected will receive time for planning as follows:
  - 11.1.2.1 One (1) day for a change in grade level at the elementary (K-6);
  - 11.1.2.2 One (1) day for a change in room assignment at the elementary (K-6);
  - 11.1.2.3 One (1) period for each teaching period which is revised for a change at the secondary level (7-12).
- 11.1.3 An elementary unit member whose grade level assignment is modified by more than two grades, e.g., reassignment from kindergarten to third grade, may request review of the assignment by the Assistant Superintendent, Personnel Services of his/her designee within 10 school days of the change in assignment. The decision of the Assistant Superintendent's designee shall be final.

## **11.2 Voluntary Transfer**

- 11.2.1 If the transfer occurs after the first week of school, a K-6 member being transferred from an elementary school shall be given two (2) school days for preparation and/or orientation to the new assignment, and a 7-12 member being transferred from a secondary school shall be given one (1) school day for same. Existing District policy for filling of vacancies shall be applied for the staffing of any new school.
- 11.2.2 Bargaining unit members wishing to transfer to another site may request to be transferred at the initiation of the District after attempting, unsuccessfully for two (2) consecutive school years to transfer, provided, however, that in each unsuccessful attempt to transfer they were the candidate with the most seniority and were not selected for the position.

- 11.2.3 If a unit member already has a transfer application on file, it will be maintained for a period of 36 months. It will not be necessary to make a further application in order to be considered for any vacancies during that period of time.
- 11.2.4 The District shall keep a list of all transfer requests by site each year, and shall provide the list of transfer requests to the Association by April 30 of each school year.
- 11.2.5 The District will make a good faith effort to inform each unit member of his/her tentative assignment for the next year by the close of school. All assignment notifications are tentative and subject to change contingent on staffing needs as determined by the administration.

### **11.3 Posting and Filling of Vacancies**

- 11.3.1 A declared vacancy is a position to be posted and flown by Personnel Services. All qualified members of the bargaining unit may apply, together with any qualified individuals not currently employed by the District.
- 11.3.2 A notice of each declared certificated vacancy shall be posted as soon as possible on a designated bulletin board at each school and mailed to the Association office prior to the filling of the vacancy. In addition, the vacancy will be posted on the District website.
- 11.3.3 When vacancies are declared, a member must apply within the time specified on the Notice of Vacancy. A closing date will be included which is at least ten (10) working days following the posting date, unless the District deems that a shorter time frame is needed, in which case a closing date will be at least five (5) working days following the posting date. At the time of posting, a job description will be posted on the District website.
- 11.3.4 A member shall not be required to state reasons for requesting a transfer.
- 11.3.5 The following factors will be considered in the selection:
  - (1) Appropriate experience, including recency of experience
  - (2) Credentialing requirements
  - (3) The stated school site needs as listed in the posting

If two (2) or more candidates are deemed equal after application of criteria 1 through 3, then the candidate with the greatest District seniority shall be selected.
- 11.3.6 A member shall receive notification regarding the status of the application as soon as possible after the disposition is known.

- 11.3.7 A member shall be able to amend or withdraw an application at any time. Notification of amendment or withdrawal of the request must be presented in writing to Personnel Services.
- 11.3.8 If the most senior applicant for the vacancy is not selected, then, upon written request, that unit member will receive a written explanation for the non-selection based on the above criteria.
- 11.3.9 Positions which become vacant after October 15 will be posted and selections will be made. However, if the selectee holds a current teaching position that, when vacated, will create another position to be posted, then the selectee cannot transfer to the new position. The selectee can only transfer to the new position at the beginning of the next school year, or whenever the vacancies caused by the original selection are filled by an applicant from outside the District, or by an applicant who does not create a new vacancy.
- 11.3.10 If there is a current District employee who is qualified according to the stated criteria, the District shall not select a candidate who is not currently employed by the District.
- 11.3.11 **The Learning Connection("TLC")/Intervention teachers may apply for vacancies in K-12 teaching positions in accordance with the foregoing provisions. Qualified TLC/Intervention teachers shall be given preference to interview for vacant positions over outside candidates. To qualify to fill a K-12 vacancy a TLC/Intervention teacher must satisfy the eligibility requirements provided in section 11.3.5. The change in assignment must not interfere with efficient and effective operations of District schools. Salary placement shall be in accordance with section 9.14.3.**

#### **11.4 Involuntary Transfers (District Initiated)**

- 11.4.1 The District may initiate a transfer at any time. Involuntary transfers shall not be based on arbitrary reasons or Association affiliation/activities.
- 11.4.2 Notice of District-initiated transfer from a school site shall be given to a member on or before May 1 if the member is to be transferred effective the first work day of the following school year, except when the District can demonstrate that the basis for the transfer resulted from circumstances, acts, or events that occurred, or came to the attention of the District after May 1.
- 11.4.3 The following factors will be considered in making District initiated transfers due to declining enrollment:
- 11.4.3.1 Least Seniority
  - 11.4.3.2 Credentialing requirements
  - 11.4.3.3 Bilingual abilities

- 11.4.3.4 Need to balance school staff
  - 11.4.3.5 School and/or District needs
  - 11.4.3.6 Program needs
  - 11.4.3.7 To provide an opportunity to evaluate a member in a different school or location
  - 11.4.3.8 Appropriate experience
- 11.4.4 A member who will or has been transferred at the initiation of the District has a right to indicate up to three preferences as to the transfer location and assignment or grade level(s); however, the District may make assignments based on its determination of instructional needs.
- 11.4.5 District-initiated transfers shall take precedence over member-initiated transfers or newly employed member assignment requests.
- 11.4.6 Prior consideration will be given to the transfer requests of qualified volunteers before a member of the bargaining unit is transferred at District initiation because of staff reduction at a school site.
- 11.4.7 Upon the member's request, a member who is to be transferred at District initiation shall be given the reasons for the impending transfer. The reasons will be given in writing, if the member, in writing, so requests.

**11.5 Involuntary Transfers Due to Reduction in Particular Kind of Service, Reduction in Enrollment and/or School Closure**

- 11.5.1 The District shall first consider volunteers who wish to transfer. A member who is to be transferred under this section has a right to indicate up to three preferences as to the transfer location and assignment or grade level(s); however, the District may make assignments based on its determination of instructional needs. Transfer under this section will take precedence over other types of transfers in Article 11. Involuntary transfers shall not be based on arbitrary reasons or Association affiliation/activities.
- 11.5.2 The following factors will be considered in making involuntary transfers under this section:
- 11.5.2.1 Least Seniority
  - 11.5.2.2 Credentialing requirements
  - 11.5.2.3 Bilingual abilities
  - 11.5.2.4 Need to balance school staff
  - 11.5.2.5 School and/or District needs
  - 11.5.2.6 Program needs
  - 11.5.2.7 To provide an opportunity to evaluate a member in a different school or location
  - 11.5.2.8 Appropriate experience
- 11.5.3 If a member who has been transferred involuntarily due to anticipated declining enrollment subsequently requests a voluntary transfer in accordance with the provisions of

Section 3 of this Article 11, the District, in filling vacancies, will consider the fact that the member was previously transferred at the District's initiation if that fact is clearly noted on the member's request for voluntary transfer.

- 11.5.4 A member who has been transferred involuntarily due to school closure has a right to indicate up to six (6) preferences as to the transfer location and assignment or grade level(s). However, the District may make assignments based on its determination of instructional needs. The District will provide boxes and transport of equipment and teaching materials to the new location. Upon completion of the move, the boxes will be returned to the District. The teacher so affected will receive two days for transitioning to the new site.

## **Article 12: CLASS SIZE**

Class size maximums shall be as follows:

### **12.1 Elementary**

Kindergarten	32
Grades 1-3	32
Grades 4-6	32

If the above maximum elementary class sizes are exceeded for more than fifteen (15) school days, classes will be reorganized and/or additional teaching staff will be added, except during the last three (3) school months. The maximum class sizes specified in this Article shall not apply during the last three (3) school months.

The class size average report (CSA01) shall be posted at each school site. Information on the interpretation of the list shall be provided.

### **12.2 Secondary**

English	33*
Social Studies	33*
Mathematics	33*
Science	33*
Language	33*
Art - Jr. High	33*
Art - Sr. High	38
Music Theory	33*
Instrumental/Vocal	Not specified
Jr. High Physical Ed.	50
Sr. High Physical Ed.	50(other than individual activities)
Sr. High Physical Ed.	33*(individual activities)
Crafts	33*
Business	)
Typing	) Not to exceed the
Industrial Arts	) number of work
Drafting	) stations
Homemaking	)
Vocational Classes	)



\*Secondary teachers shall not exceed one hundred sixty-five (165) maximum daily student contacts, and shall not have more than three (3) of their five (5) classes with thirty-five (35) students.

**12.3** If class size maximums are exceeded, the site grievance representative shall inform the site administrator who shall correct the problem within the first ten (10) school days during the first semester and within the first seven (7) school days of the second semester. If the site administrator fails to reduce class size in accordance with this Article 12, Section 1, the site administrator shall notify the Superintendent's designee, by the seventh (7th) day of the first semester and the fifth (5th) day of the second semester. If resolution is not reached by the fifteenth (15th) day of the first semester, or the seventh (7th) day of the second semester the Association may file a grievance at Level III of the grievance procedure.

Class Load Analysis Reports (Zangle Report) shall be posted daily during the first ten (10) days of each semester.

12.3.1 With the exception of middle school and senior high physical education, senior high art, and instrumental and vocal music classes, secondary teachers shall not exceed one hundred sixty-five (165) maximum daily student contacts, and the teacher shall not have more than 35 students in any class. Fully credentialed teachers who volunteer for a full semester to accept more than 165 actual student contacts per day or more than 35 actual student contacts in a class, shall be paid \$5 per student per day for each student contact over 165 (and/or 35 per class) in addition to their base salary, commencing on the sixteenth (16<sup>th</sup>) school day in the first semester and on the eighth (8<sup>th</sup>) school day in the second semester. Teacher consent to accept any additional students in a class will constitute approval for a class size up to 38. Teacher approval will be required for each additional student who may be assigned in that class. Student aides shall not be counted as student contacts. This additional compensation shall be paid during the first pay period following the end each semester.

When senior high art, middle school physical education, or senior high physical education exceed the authorized number of contacts, and the teacher volunteers to accept the additional student(s), the teacher shall be paid for each additional student on the terms stated in the above paragraph, except that there shall be no payment triggered by exceeding 165 student contacts.

#### **12.4. Special Education**

**12.4.1 The average caseload for language, speech, and hearing specialists (LSS) in the District shall not exceed fifty-five (55), unless the SELPA plan allows a higher average**

caseload and states the reasons for the higher load. Members may be assigned a caseload of 55 or more as long as the District caseload average meets the SELPA plan.

LSS may voluntarily agree to provide LSS and case carrier services in addition to their regular caseload and assignments should such a need be established by the Director, Special Education and/or his/her designee. Irregular assignments shall include, but not be limited to, coverage of student IEPs, back-filling for an LSS on medical leave, etc. Each LSS who volunteers to serve in an irregular assignment shall be compensated at the special assignment rate, based upon .001 of the factor step of his/her class on the base salary schedule.

Any LSS who has a concern about their assigned caseload, may request a workload impact meeting to review their caseload.

12.4.2 At the secondary level, mild to moderate classes shall not exceed 20 students. Moderate to severe secondary classes shall not exceed 14 students.

12.4.3 When the annual assessment caseload for school psychologists exceeds 55, school psychologists may request a workload impact meeting to review their caseload.

The parties agree to create a Caseload Review Committee (CRC) that shall meet at the end of the school year to provide input and recommendations regarding LSS and School Psychologist caseloads for the following school year. The CRC shall include 2 LSS, 2 school psychologists and 4 District designees. For the 2020-2021 school year, the CRC shall explore vehicles to collect data regarding crisis intervention, counseling, student discipline and related mental health issues and provide this data to the collective bargaining teams.

12.4.4 Class size for special education pre-schools shall not exceed an adult-to-child ratio of more than five (5) students per one adult (5:1) which shall include a teacher.

12.4.5 Caseload for Adapted Physical Education teachers shall be an average 55 students.

12.4.6 Elementary class size shall be adjusted with a goal of not exceeding fifteen (15) (SDCMM) and twelve (12) (SDCMS). After the fifteenth day of school when an elementary special education mild to moderate SDC class size exceeds fifteen (15), the teacher of mild to moderate will be paid \$25 per day retroactively to the first day of instruction for each enrolled student over the fifteenth (15<sup>th</sup>) student. Teachers of moderate to severe SDC students will be paid at the same rate for enrollment in excess of twelve (12) students. Payment will be made at the end of each secondary semester.

- 12.4.7 RSP teachers will be subject to caseload assignments of special education students consistent with state law (currently 28) and may be assigned general education students in an intervention setting at the rate of two (2) general education student contacts for each student under the special education caseload maximum, *not to exceed a total number of 40 contacts. Special education students will count as a single contact.*

### **Article 13: EVALUATION PROCEDURES**

- 13.1 This Article 13 does not apply to certificated personnel employed on an hourly basis, except those Adult and Career Education members who are employed 15 hours or more, or to services rendered in connection with the summer school program, or as a head varsity coach. Any reference in this Article 13 to the member of the bargaining unit or member shall exclude any person employed on an hourly basis except as provided in this Article 13 paragraph 1 or any member rendering services in connection with a summer school program or as a head varsity coach.
- 13.2 Except as otherwise provided herein, a day as used in this Article 13 shall mean any day in which the central administrative office of the Pomona Unified School District is open for business.
- 13.3 The District management shall evaluate all members of the bargaining unit as follows:
- 13.3.1 Probationary employees who are members of the bargaining unit - at least once a year. Probationary employees shall receive one informal observation by October 1, and conference with the evaluator concerning the observations by October 15.
- 13.3.2 Probationary employees shall receive one formal observation at least once a year. The formal observation shall be scheduled as prescribed in article 13.13 and shall consist of a preconference, formal observation and a post conference with the evaluator.
- 13.3.3 At least every five years for bargaining unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation, completed no earlier than 2010-11, rated the member as satisfactory or meeting standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- 13.4 The prime evaluator or designee will discuss openly with the member the evaluator's formal written observation report and/or written evaluations of the performance of the member. If any deficiencies are indicated, the prime evaluator shall hold a conference with the member to make specific recommendations as to the areas of needed improvement in the member's performance and shall endeavor to assist the member in improving performance.

Recommendations as to areas of needed improvement will be made in writing, including a time schedule to monitor progress. The recommendations may include the requirement that the member shall, as determined necessary by the District, participate in a program designed to improve the member's performance, and to further pupil achievement and the District's instructional objectives.

- 13.5 The District shall evaluate and assess member competency as it reasonably relates to:
  - 13.5.1 The progress of pupils toward the standards of expected student achievement at each grade level in each area or program of study. The evaluation of member competence in this area, however, shall not include the use of publishers' norms established by standardized tests.
  - 13.5.2 The instructional techniques and strategies used by the employees.
  - 13.5.3 The employee's adherence to curricular objectives.
  - 13.5.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
  - 13.5.5 The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the District.
- 13.6 Each instructional personnel member of the bargaining unit shall, prior to October 15, present written statements setting forth process objectives for the member's performance in each of the five (5) areas specified in paragraph 5 hereof.
- 13.7 Each non-instructional personnel member of the bargaining unit shall, prior to October 15, present written statements of performance objectives for the job responsibilities assigned to that position.
- 13.8 The written statements setting forth objectives shall be submitted to, and approved by, the prime evaluator of each member of the bargaining unit.
- 13.9 In the event the prime evaluator does not approve the written statements setting forth objectives, the prime evaluator shall discuss the written statements of objectives with the member. If the prime evaluator and the member of the bargaining unit cannot come to an agreement as to what should constitute said objectives, the member or the prime evaluator may present a request for review to the Superintendent. The Superintendent shall designate a person holding a certificated management position of Director or above to resolve the dispute. Within five (5) days of the Superintendent's receipt of the written request, the member shall specify, in writing, the objectives as proposed by the member and the objectives as proposed by the prime evaluator, as well as rationale stated by each of them for their respective positions, including a statement by the member of why the member believes the written statements of objectives as proposed by the prime

evaluator are inappropriate. A copy of the member's statement shall be provided to the prime evaluator who shall indicate his or her agreement or disagreement with the statements contained in the member's request. If the prime evaluator disagrees with the statements contained in the member's request, the reasons for his or her disagreement may be presented in the prime evaluator's response.

13.9.1 The member may also submit a written statement concerning the objectives in dispute from a certificated employee of the District who the member believes has expert knowledge of the subject matter with which the objectives in disagreement are concerned, teaching techniques, and writing process objectives.

13.9.2 The individual designated by the Superintendent to resolve the dispute may call a conference if he or she determines such a conference would facilitate the resolution of the dispute. The decision of the individual designated by the Superintendent shall be final and binding on the prime evaluator and the member. The member's objectives shall reflect the decision of the Superintendent's designee and the member shall be obligated to meet said objectives.

13.10 For the purpose of this Article 13, the prime evaluator shall be the member's immediate supervisor and/or any other certificated management employee who is so designated by District management. In the event someone other than the immediate supervisor is designated, the designation shall be made on or before October 15. The person so designated shall be a certificated management employee and with respect to a member of the bargaining unit who is a classroom teacher, shall, whenever possible, be a person who serves at the same location as the member.

13.11 When requested by the prime evaluator or the member, modification or additions to the written statements of objectives can be made, provided said modifications and additions are approved by the prime evaluator. In the event the prime evaluator and the member cannot come to an agreement as to what should constitute said modifications or additions, a review may be requested and processed and the matter resolved as specified in Section 13.9 of this Article 13.

13.12 The management employee designated to make the evaluation has the authority to consult with other persons who have the opportunity to observe the member or otherwise provide information concerning the member's performance. The evaluator shall not consult members of the bargaining unit for the purpose of completing a unit member's evaluation.

13.13 At least one (1) observation made for evaluation purposes shall be made at a time mutually agreeable to the member and the prime evaluator; the time of that observation, however, may be rescheduled at the prime evaluator's request. If a time for this observation cannot be agreed upon, the prime evaluator shall conduct the observation on a specified date with at least five (5) days' notice to the member, which date may be rescheduled by the prime evaluator. A second observation shall be granted under

the guidelines listed above when requested in writing by the member within five (5) days after the conference on the written observation report.

- 13.14 No negative evaluation of performance shall be predicated upon any written material of a derogatory or critical nature which has been received or written by the evaluator, including parent complaints processed in accordance with District established policies and procedures, unless the member has first been given notice of same and an opportunity to discuss the matter with the prime evaluator. The member shall have the right to have the member's written reply become part of his or her personnel file.
- 13.15 No evaluation shall be based on materials relating to the performance of the member pertaining to matters occurring more than four (4) years prior to the commencement of the school year for which the evaluation is given.
- 13.16 Evaluations and assessments made pursuant to this Article shall be reduced to writing and a copy thereof shall be transmitted to the member of the bargaining unit not later than thirty (30) calendar days before the last school day scheduled in the school calendar adopted by the Governing Board for the school year in which the evaluation takes place.
- 13.17 The member of the bargaining unit shall have the right to have the member's written response to the evaluation become a permanent attachment to the formal evaluation.
- 13.18 When a member is given a written official reprimand by the Personnel Services Department for an infraction of rules or delinquency in professional performance, a conference shall be held for the issuance of the reprimand. The member shall be given at least two (2) days' notice of the conference. The member shall have the right to have a representative present at the conference. The conference shall be held in private, provided, however, the District reserves the right to have present such administrators as it deems necessary. A group conference may be held in the event more than one (1) member is reprimanded for the same infraction.
- 13.19 No negative evaluation shall be based on any written materials contained in the personnel file that are not signed or otherwise identifiable. The person who causes such materials to be placed in the files shall sign and date them.
- 13.20 The District retains the right to prepare, modify and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member, provided said forms do not conflict with the provisions of this Article 13.
- 13.21 Alleged violations of this Article 13 pertaining to the procedure for processing evaluations shall be open to the grievance procedure as stated in Article 6 of this Agreement. Issues arising out of the exercise by the Board and administration of its discretion in making evaluations of members, including the facts

underlying its exercise of such discretion, shall not be subject to the grievance procedure.

#### **ARTICLE 14: LEAVE PROVISIONS**

14.1 The benefits which are expressly provided by this Article 14 are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure set forth in Article 6, *Grievance Procedure*. The District and Association agree that domestic partnerships will be recognized in accordance with state law effective January 1, 2005 for purposes of leave entitlements under the terms of this Agreement. A domestic partner shall be defined as follows:

"A member of the bargaining unit and his/her domestic partner who have provided the District with a notarized, conformed copy of a Declaration of Domestic Partnership, filed with the Secretary of State, that meets the requirements of the California Family Code section 297(b) and other applicable state laws defining the term 'domestic partnership'."

#### **14.2. Illness and Injury (Sick) Leave**

14.2.1 Every member of the bargaining unit employed five (5) days a week by the Pomona Unified School District shall be entitled to the following leave:

10 days: All full-time regularly assigned members who are scheduled to work 178-189 days.

11 days: All full-time regularly assigned members who are scheduled to work 190-206 days.

12 days: All full-time regularly assigned members who are scheduled to work 207-215 days.

14.2.2 A member of the bargaining unit employed less than five (5) days per week is entitled for a full school year of service to that proportion of leave that the number of days the member is employed per week bears to five (5).

14.2.3 Pay for any such day of absence shall be the same as the pay, which would have been received had the member served during the day.

14.2.4 Credit for leave of absence need not be prior to taking such leave by the member and such leave of absence may be taken at any time during the school year. If a member does not render service for an entire year, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid to the District and the District shall have the right to make any necessary adjustment on the last warrant.

- 14.2.5 If a member does not take the full amount of leave allowed in any school year under this Section 14.2, the amount not taken shall be accumulated from year-to-year.
- 14.2.6 The provisions of this Article 14, Section 14.3, *Extended Illness and Injury Benefits*, related to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any member employed five (5) days a week or to the portion of ten (10) days of absence to which a member employed less than five (5) days a week is entitled hereunder on account of illness or accident.
- 14.2.7 If the District has reason to believe that the member is or has been abusing the leaves provided in Sections 14.2, 14.3, 14.4 and 14.5 of this Article, or if the member is absent for more than three (3) consecutive days, the member may be required to present a medical doctor's certificate verifying the personal illness or injury. The District reserves the right to have the member who is on any such leave examined at District expense by a physician designated by the District to assist in determining the member's inability to perform assigned duties and the degree to which the member's inability is attributable to illness or injury.
- 14.2.8 If requested by the District management, a member shall not return to work until he or she submits a medical doctor's authorization to return to work after a leave provided for in Sections 14.2, 14.3, 14.4 and 14.5 of this Article.
- 14.2.9 The member shall notify the person designated by management of the member's intended absence. This notice must be given during a daily time frame designated by management, which shall not be earlier than 6:30 A.M. if the need for the absence becomes known within ten (10) hours or less before the end of a daily time 36 frame so designated. Otherwise, notice must be given as soon as the need for the intended absence is known. A member who fails to comply with the requirements of this paragraph may be denied leave with pay.
- 14.2.10 A member who is absent on account of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.
- 14.2.11 Each year the District will provide each unit member with a notification of the total sick leave accrued and used over a one (1) year period, and the balance.
- 14.2.12 Accrued sick leave under this section shall be available, as required by law, specifically Labor Code section 233, upon an employee's oral or written request, for the diagnosis, care or treatment of an existing health condition or preventative care for the employee or family member, and for an employee who is the victim of domestic violence, sexual assault or stalking.



For the purposes of this section, a "family member" includes: (1) a child, including step, adopted, foster, legal ward, or a child to whom the employee stands in loco parentis, and regardless of age or dependency status; (2) a parent, including step-parents, parents-in-law, legal guardians, or someone who stood in loco parentis while the employee was a minor; and (3) a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

### **14.3 Extended Illness and Injury Benefits**

14.3.1 When a member of the bargaining unit is absent from the member's duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the member, the amount deducted from the salary due the member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the member's position during the member's absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had one been employed.

### **14.4 Pregnancy Disability Leave**

14.4.1 Any member of the bargaining unit who is pregnant shall submit a written statement to Personnel Services no later than three (3) months before the expected date of delivery, together with a written statement from the attending physician. The physician's statement and member's statement shall be on the forms prescribed by the District. The unit member shall provide her physician's written verification of disability for the starting and ending dates of the pregnancy disability leave, and shall provide the physician's supplemental verification of the disability if the pregnancy disability leave is to extend beyond six weeks.

14.4.2 Members are entitled to use sick leave as set forth in Sections 14.2 and 14.3 of this Article 14 for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

14.4.3 Sick leave benefits will terminate when the member's physician verifies that the member is physically able to return to work.

14.4.4 A member on maternity leave shall be entitled to return to the same position held immediately before commencement

of the leave, except that the member shall be subject to existing transfer policies and regulations.

#### **14.5 Maternity/Paternity Leave**

Effective upon approval of this Agreement, in concert with a leave available under sections 14.13 and 14.14 an employee may request a leave of absence for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee ("maternity/paternity leave"), as follows:

- 14.5.1. When the employee has exhausted all available sick leave under section 14.2, and is absent from his or her duties on account of maternity/paternity leave, and is eligible for maternity/paternity leave pursuant to the California Family Rights Act ("CFRA," Government Code 12945.2), the employee may receive up to 12 school weeks of paid leave, minus the sum actually paid to a substitute employee employed to fill his or her position during the leave, or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. Such leave will be available once in a school year.
- 14.5.2. If an employee seeks to take maternity/paternity leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided under section 14.2 for maternity/paternity leave purposes. However, the up to 12-weeks of paid maternity/paternity leave period shall only be available to employees who exhaust all sick leave before or during the up to 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of maternity/paternity leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the employee qualifies for such leave.
- 14.5.3. The foregoing provisions are intended to comply with Education Code section 44977.5. Should the Legislature revise the applicable statutory requirements, or should a state agency issue guidance on the applicable statutory requirements, to the extent that the revisions and/or guidance are in conflict with the foregoing provisions, the parties shall promptly meet and negotiate for the purpose of addressing those conflicts.
- 14.5.4. If an employee has exhausted the up to 12-week period of maternity/paternity leave paid at the sub-differential rate, as set forth above, and seeks to continue leave for the purpose of caring for his/her natural or adopted child, the employee may request to receive an additional unpaid leave of absence if in accordance with section 14.13-Infant Care Leave, or section 14.14-Child Adoption Leave.

- 14.5.5. Employees seeking to take leave under this section shall, if the need for such leave is foreseeable, notify the District that the employee intends to take such leave at least thirty (30) days prior to the anticipated date on which the leave is to commence. If the need for leave is not foreseeable, the employee shall notify the District as soon as practicable.
- 14.5.6. An employee shall notify the District no later than sixty (60) days prior to the ending date of the leave of his/her intent to return to service.

#### **14.6 Industrial Accident and Illness Leave**

14.6.1 All members of the bargaining unit shall be entitled to the following leave on account of illness or accident, which has qualified for Workers' Compensation benefits:

14.6.1.1 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

14.6.1.2. Allowable leave shall not be accumulated from year-to-year.

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

14.6.1.4 When a member of the bargaining unit is absent from the member's duties on account of an industrial accident or illness, the member shall be paid such portion of the salary due to the member for any month in which the absence occurs, so that when added to the member's temporary disability indemnity under Division 4 or Division 4.5 the Labor Code, will result in a payment to the member of not more than the member's full salary.

(The phrase, *full salary*, as utilized in this subparagraph D shall be computed so that it shall not be less than the member's average *weekly earnings* as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section 14.5, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.)

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

- 14.6.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due to the member for the same illness or injury.
- 14.6.2 Upon termination of the industrial accident or illness leave, members of the bargaining unit, except for members employed during the summer recess, shall be entitled to the benefits provided in Sections 14.2 and 14.4 of this Article 14, and for the purposes of each of those sections, the member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, the member may elect to take as much of the accumulated sick leave which, when added to the member's temporary disability indemnity, will result in payment to the member of not more than the member's full salary.
- 14.6.3 During any paid leave of absence, the member may endorse to the District the temporary disability indemnity checks received on account of the member's industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement, other authorized contributions, and temporary disability indemnity, if any, actually paid to and retained by the member for the period covered by such salary warrants.
- 14.6.4 {Section Reserved}
- 14.6.5 The District reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit. Before salary payments will be made to a member absent because of industrial accident or illness, a report of such accident or illness in the form prescribed by the District must be on file in the office of the Assistant Superintendent, Business Services, and the injury or illness must have qualified for Workers' Compensation benefits.
- 14.6.6 The District has the right to have the member examined by a physician designated by the District to assist in determining the length of time during which the member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to an industrial accident or illness.

#### **14.7 Leave of Absence Due to Death of Member of Immediate Family**

- 14.7.1 A member of the bargaining unit who is employed five (5) days a week by the Pomona Unified School District is entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his or her immediate family. A member employed for less than five (5) school days shall be entitled to that proportion of

the three (3) or five (5) days leave of absence provided by this Section 7 as the number of days the member is employed per week bears to five (5).

14.7.2 No deduction shall be made from the salary of such member, nor shall such leave be deducted from leave granted by other provisions of this Agreement.

14.7.3 Members of the immediate family as stated in this section means the mother, father, step-mother, step-father, grandmother, grandfather, grandchild, foster parent, or court-appointed legal guardian of the member or of the spouse of the member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, brother-in-law or sister-in-law of the member, or any relative living in the immediate household of the member.

#### **14.8 Personal Necessity Leave**

14.8.1 Leave which is credited under Section 14.2 of this Article 14, Illness and Injury Leave, may be used at the member's election for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

14.8.2 For purposes of this provision, personal necessity leave shall be limited to:

14.8.2.1 Death or serious illness of a member of the member's immediate family.

14.8.2.2. An accident which is unforeseen involving the member's person or property, or the person or property of a member's immediate family.

14.8.2.3 Appearance in court in response to a subpoena duly served, except in cases where the member is a litigant in the case. A member shall file a copy of the subpoena in the Personnel Office, and if a case covers more than one (1) day, a certificate of the Clerk of the Court shall be filed that the presence of the member at court for a second day is required.

14.8.2.4 Matters of compelling personal importance requiring the attention of the member during assigned hours of service, which the unit member cannot reasonably be expected to disregard.

14.8.3 Personal necessity leave will not be granted for purposes of:

14.8.3.1 Employee organization (as defined in Government Code Section 3540.1) business or activity

14.8.3.2 Work stoppage, work slowdown or strike

- 14.8.3.3 Personal convenience or routine personal activities
  - 14.8.3.4 Vacation, holiday, recreation or social activities
  - 14.8.3.5 Any concerted activity that interferes with the efficient operation of the District
- 14.8.4 The members shall secure advance permission from the appropriate management person for personal necessity leave, except for the cases of 14.8.2.1 and 14.8.2.2 in the second paragraph of this section. Should the circumstances outlined arise, the member shall make every effort to comply with the District procedures to enable the District to secure a substitute. However, up to four (4) days per year of leave for compelling personal importance may be taken without advance permission of the site administrator, provided adequate advance notice is given to the site administrator.
- 14.8.5 Under all circumstances, a member shall verify in writing that the personal necessity leave was used only for purposes set forth in the second paragraph of this section.

#### **14.9 Sabbatical Leave**

- 14.9.1 Sabbatical leaves may be granted by the Board of Education upon the recommendation of the Superintendent. Such leaves shall be granted for not less than one (1) nor more than two (2) consecutive semesters. No more than six (6) members of the bargaining unit may be granted a sabbatical leave during any one school year.
- 14.9.2 Sabbatical leave may be granted for the following purposes:
- 14.9.2.1 Travel on a full-time basis
  - 14.9.2.2 Independent study on a full-time basis
  - 14.9.2.3 Formal study on a full-time basis
  - 14.9.2.4 Work experience related to the member's assignment on a full-time basis
  - 14.9.2.5 A combination of the above on a full-time basis

*Travel* is considered educational if it results in a significant contribution to professional growth by exposing the participant to new peoples, cultures, environments, experiences and events. Travel plans should be relevant to teaching assignments of the candidate and consistent with the District's goals.

*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 and educational institutions and

consistent with the District's goals. 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 member, or must qualify the applicant for a needed credential or higher degree, must be consistent with the District's goals, and must comprise the minimum number of units for full-time status of the institution the individual is attending.

*Work experience* is a program in which the member engages in work experience activities in a nonpublic school setting. Such activities shall include research and/or work 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, and shall be consistent with the District's goals.

- 14.9.3 Any member of the bargaining unit who has completed seven (7) full years of service in the schools of the Pomona Unified School District shall be eligible to apply for sabbatical leave at the end of each seven (7) year period of service. Leaves are granted, without prejudice, to the salary status of the member of the bargaining unit. A member of the bargaining unit requesting sabbatical leave shall agree in writing to render a period of service in the employ of the District following the member's return from sabbatical leave which is equal to twice the period of the leave.

A full year of service is considered to be seventy-five percent (75%) of a school year, excluding absence for illness or other causes.

- 14.9.4 The District shall establish procedures for application and selection. Members desiring to be considered for a sabbatical leave shall apply by January 15 of the school year prior to the year for which the leave is requested in accordance with the application and selection procedures established by the District.

- 14.9.5 A member of the bargaining unit on sabbatical leave will receive fifty percent (50%) of the member's base salary of the year the member is on sabbatical leave.

- 14.9.6 Compensation shall be paid in the same manner as if the applicant were teaching in this School District. The applicant shall furnish to the School District a surety bond of a corporate surety authorized to do business in the State of California, the form to be approved by the Superintendent in an amount equal to the total compensation to be paid to the applicant during said leave of absence, said bond to be conditioned so as to indemnify the District against failure of the applicant to render a period of service in the employ of the District following his or her return from said leave of absence which is

equal to twice the period of the leave. Bonds are to be delivered to the Business Office.

- 14.9.7 Members on sabbatical leave are eligible for one hundred percent (100%) of the District-provided health and welfare benefit allocation.
- 14.9.8 A member of the bargaining unit who is granted sabbatical leave shall receive, when sabbatical leave is completed, such automatic increases in salary rating as would have been received had the member remained in active service and, upon return, shall assume position on the salary scale as if member had not been on leave.
- 14.9.9 Not later than six (6) weeks after he or she returns to service, each member returning from sabbatical leave shall submit in writing to the Superintendent three (3) copies of a detailed evaluation of the member's activities while on leave, showing evidence that he or she has met the objectives stated in the application. A member shall not be considered as having completed the requirements of the sabbatical leave until the report has been reviewed by the Superintendent and approved by the Board of Education. In the event the member did not complete the requirements of the sabbatical leave, the member shall return to the District the full amount of compensation paid during the sabbatical leave.
- 14.9.10 A member, while on sabbatical leave, shall not accrue illness or injury leave and shall not be entitled to any other leave of absence. Upon timely notification to the Superintendent of an accident or illness which precludes the member from fulfilling the conditions of the member's sabbatical leave, the member may, upon the approval of the Superintendent, continue on sabbatical leave. Revised requirements of the leave shall be set by mutual agreement of the Superintendent and the member. Notification of the illness or accident shall be made by registered mail within two (2) weeks after such accident or illness and must include a doctor's verification of the member's state of health.
- 14.9.11 The Pomona Board of Education and the Pomona Unified School District shall not be liable for the payment of any compensation or damage arising from the death or injury of any member while on sabbatical leave of absence.
- 14.9.12 A member shall be reinstated in the position held by him or her at the time of the granting of the sabbatical leave, except that the member shall be subject to existing transfer policies and regulations.
- 14.9.13 Issues arising out of the exercise by the Board and administration of their discretion in granting a sabbatical leave, including the facts underlying their exercise of such discretion, shall not be subject to the Grievance Procedure, Article 6, of this Agreement.



#### **14.10 Personal Leave - Foreign or Military Teacher Program**

14.10.1 The Board of Education may, upon the recommendation of the Superintendent, grant a leave of absence with or without pay for a period of not more than one (1) year to a member of the bargaining unit who has arranged to participate in a foreign or military teaching program under the following conditions:

14.10.1.1 The program is approved by the District.

14.10.1.2 The request for leave is submitted in writing to Personnel Services with the details of the program before May 1 preceding the school year for which the leave is requested.

14.10.1.3 Any member of the bargaining unit who is granted a leave of absence pursuant to this paragraph is required to advise Personnel Services prior to March 1 of the school year for which the leave was granted of the member's intention to return to work for the Pomona Unified School District.

14.10.2 Notwithstanding any other provisions of this Agreement if the member fails to notify the Pomona Unified School District of the member's intention to return to work for the District prior to March 1 of the year for which the leave was granted, the member shall be deemed to have resigned from the District.

#### **14.11 Personal Leave - Exchange Teaching Program**

14.11.1 The Board of Education may, upon the recommendation of the Superintendent, grant a leave of absence with or without pay for one (1) school year to a member of the bargaining unit who has arranged to participate in an exchange teaching program under the following conditions:

14.11.1.1 The program is approved by the District.

14.11.1.2 The exchange teacher who will be serving in the Pomona Unified School District shall be qualified to teach the member's proposed assignment for the school year for which the leave is requested.

14.11.1.3 The exchange teacher shall be compensated by the exchange teacher's employer unless the requirement of the particular program otherwise provides, in which event the District reserves the right to revoke the leave.

14.11.1.4 The request for leave, together with the name and qualifications of the proposed exchange teacher, shall be submitted in writing to Personnel Services with the details of the

program before May 1 preceding the school year for which the leave is requested.

14.11.1.5 Any member of the bargaining unit who is granted a leave of absence pursuant to this paragraph is required to advise Personnel Services prior to March 1 of the school year for which the leave was granted of the member's intention to return to work in and for the Pomona Unified School District.

14.11.2 Notwithstanding any other provisions of this Agreement, if the member fails to notify the Pomona Unified School District of the member's intention to return to work in and for the Pomona Unified School District prior to March 1 of the year for which the leave was granted, the member shall be deemed to have resigned from the District.

14.11.3 The provisions of this Section 10 shall not apply to summer recess employment.

#### **14.12 Personal Leave - Travel or Work Program**

14.12.1 The Board of Education may, upon the recommendation of the Superintendent, grant a leave of absence without pay for a period of not more than one (1) year to a member of the bargaining unit who has arranged to participate in a travel or work program under the following conditions:

14.12.1.1 The program is approved by the District.

14.12.1.2 The request for leave is submitted in writing to Personnel Services with the details of the travel or work program and the benefits to be derived by the District before May 1 preceding the school year for which the leave was requested.

14.12.1.3 Any member of the bargaining unit who is granted a leave of absence pursuant to this paragraph is required to advise Personnel Services prior to March 1 of the school year for which the leave was granted of the member's intention to return to work for the Pomona Unified School District.

14.12.2 Notwithstanding any other provisions of this Agreement, if the member fails to notify the Pomona Unified School District of the member's intention to return to work for the District prior to March 1 of the year for which the leave was granted, the member shall be deemed to have resigned from the District.

#### **14.13 Infant Care Leave**

14.13.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a member for prenatal preparation and/or postnatal infant

care. The request for an infant care leave shall be sent to the District at least thirty (30) days prior to the requested effective date of said leave. Such a leave may be granted for the year or the remainder of the school year in which the birth occurs, and the following school year.

14.13.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or the Superintendent's designee after the written request has been received and reviewed.

14.13.3 If permitted under the terms of the contract between the District and the insurance company, the member shall have the option of remaining an active participant in the health insurance program during the infant care leave by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **14.14 Child Adoption Leave**

14.14.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a member of the bargaining unit for the purpose of adopting a child. This leave request shall be accompanied by verification of adoption and shall be granted up to no more than one (1) month prior to receiving custody of the child if necessary to fulfill the requirements of the adoption.

14.14.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or the Superintendent's designee after the written request has been received or reviewed.

14.14.3 The unpaid leave may be granted for the remainder of the year the child is adopted and the following school year.

14.14.4 If permitted under the terms of the contract between the District and the insurance company, the member shall have the option of remaining an active participant in the health insurance program during the child adoption leave by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **14.15 Military Leave**

14.15.1 Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall make every effort to prevent their military obligation from conflicting with school duties.

Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard,

without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from, such duty. A member of the bargaining unit on temporary military leave of absence who has been in the service of the Pomona Unified School District for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation as an employee of the District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

14.15.2 Any member of the bargaining unit who enters the active military service of the United States of America or the State of California during any period of national emergency declared by the President of the United States of America, or during any war in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the School District under the provisions of this subsection 14.15.2.

14.15.3 In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.

#### **14.16 Jury Duty**

14.16.1 Members of the bargaining unit will be provided leave for regularly called jury duty service when such service requires them to absent themselves from the regular responsibilities of their position. The member is to submit a written request for an approved leave of absence immediately upon receipt of notice of jury duty. Such requests shall be submitted to the member's immediate administrator and an administrator from the Office of Personnel Services. The member, the immediate administrator, and/or an administrator from the Office of Personnel Services may discuss service options.

14.16.2 It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service.

14.16.3 A member, while on jury duty leave, shall receive the member's established salary and shall endorse to the District any and all jury fee checks received.

14.16.4 The member shall be entitled to all amounts received as reimbursement for mileage.

**14.17 Personal Leave - Personal Business**

14.17.1 Any member of the bargaining unit may request a leave of absence without pay for up to five (5) days per year when the conduct of personal affairs requires the member to be absent from duty. Said requests for personal leave may be granted only if it is in the best interest of the District, and the pupils and the educational program thereof. Valid reasons for requesting personal leave include death or illness of the immediate family not covered by bereavement or personal necessity leave provisions, private legal matters, attendance at college graduation ceremonies for a member of the immediate family, marriage of a member or of a person in the member's immediate family, and funeral attendance not covered in bereavement leave.

14.17.2 Personal Leave - Personal Business will not be granted for purposes of:

14.17.2.1 Employee organization (as defined in Government Code Section 3540.1) business or activity

14.17.2.2 Work stoppage, work slowdown, or strike

14.17.2.3 Personal convenience or routine personal activities

14.17.2.4 Vacation, holiday, recreation, or social activities

14.17.2.5 Any concerted activity that interferes with the efficient operation of the District

14.17.3 A request for such absence should be submitted to the principal or department head as far in advance as possible.

**14.18 Family Care and Medical Leave**

Unit members may request family care and medical leave subject to the conditions set forth for such leave in Board policy.

**14.19 Other Leaves Without Pay**

14.19.1 Upon the recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, seniority or tenure credit, may be granted for a period of one (1) school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the member of the bargaining unit; campaign for, or service in, an elected public office; or professional study or research.

- 14.19.2 The application for and granting of such leaves of absence shall be in writing, shall state the purpose for which the leave is requested, and shall be submitted as soon as the need for the leave is known, but in no case, later than May 1 preceding the school year for which the leave is requested. In addition, a member on such leave shall notify Personnel Services by March 1 of the school year for which the leave is granted as to an intent to return to employment in the District. In the event the member fails to notify the Pomona Unified School District of his or her intention to return to work for the District prior to March 1 of the year for which the leave was granted, the member shall be deemed to have resigned from the District.
- 14.19.3 Requests for unpaid leaves of absence for less than one (1) school year will be considered on an individual basis by the Superintendent or the Superintendent's designee. Such requests shall include the beginning and ending dates of the leave.
- 14.19.4 If permitted under the terms of the contract between the District and insurance company, the member shall have the option of remaining an active participant in the health insurance program during the above leaves by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **14.20 Job Share Assignments K-6**

- 14.20.1 In addition to the Leaves Without Pay provisions listed in section 14.19, the District may authorize a job share assignment in which two (2) permanent teachers may share the same elementary class in one (1) full-time self-contained classroom teaching assignment for one (1) school year.
- 14.20.2 Two teachers participating in a job share assignment will share prorated portions of one full-time teaching assignment.
- 14.20.3 Salary, retirement, fringe benefits and sick leave of teachers who share a position shall be prorated to the percentage of the position held by each teacher. Any teacher on job share who desires medical benefits shall be subject to the provisions of section 8.2 Health and Welfare Benefits. A job sharing participant shall receive one (1) step increase when the teacher has worked the equivalent of a full school year [e.g. two (2) years at 50% means one (1) step increase].
- 14.20.4 Two permanent teachers seeking a job share assignment for the following school year shall jointly submit a proposal to the District by March 15. Exceptions to this date may be considered by the administration in the event of unusual circumstances. The proposal shall include:

- 14.20.4.1 The manner in which the position will be shared;
  - 14.20.4.2 Verification that the teachers' philosophies are mutually acceptable and consistent;
  - 14.20.4.3 Assurance that curricular and instructional strengths of both teachers will be used to the best advantage of their students;
  - 14.20.4.4 A specific plan that outlines tasks, schedules, curricular program, report cards, conferences and testing.
  - 14.20.4.5 A detailed plan for ensuring continuity of instruction for students that includes communications with each other, students, staff and parents;
  - 14.20.4.6 A plan for shared responsibility to attend staff meetings and evening activities.
- 14.20.5 The proposal shall be signed and dated by the teachers and principal involved. The signature of the principal shall not indicate approval or disapproval.
- 14.20.6 The Superintendent's designee will review job share proposals to determine their viability and benefits to the instructional program. The District shall have final approval of all job-sharing assignments.
- 14.20.7 Both teachers shall meet with the principal before school opens to review the previously approved proposal which establishes the exact working days, meeting responsibilities, etc. Both teachers shall attend back-to-school night, open house and perform a proportionate share of adjunct duties, including committee assignments. Although the teacher not on duty will not normally be required to attend faculty meetings, the responsibility for communication of information disseminated in the meeting rests with both bargaining unit members.
- 14.20.8 Both teachers shall attend professional workdays, Fall parent conference days, staff development days on the school calendar, and will work the first two instructional days of the school year. Responsibilities that require the bargaining unit member to work additional day(s) beyond the proportionate share of the full time teaching assignment will be paid at the per diem rate.
- 14.20.9 Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform substitute teaching duties. For this service, his/her pay shall correspond with District substitute pay for day-to-day substituting.
- 14.20.10 Each teacher who participates in a job sharing assignment in any year will be granted a partial leave of absence without pay for that year.

- 14.20.11 Each job share teacher shall be subject to all rights, protections and responsibilities set forth in this Agreement that apply to other Bargaining Unit members.
- 14.20.12 Each teacher in an approved job sharing assignment will return to full-time status in the school year following the job sharing assignment unless a new application for the following year is timely received and approved by the District.
- 14.20.13 The provisions of section 14.20 are intended to provide job share opportunities to teachers regardless of age, and are not intended to implement the reduced workload provisions of Education Code section 44922.

**14.21 Secondary Teacher Partial Leave Assignment**

- 14.21.1 In addition to the Leaves Without Pay provisions listed in section 14.19, the District may authorize a partial leave assignment to a permanent secondary teacher in which the teacher may work than less than a full-time position for one (1) school year and receive proportional pay for the work assignment.
- 14.21.2 Salary, retirement, fringe benefits and sick leave of a teacher who works a partial leave assignment shall be prorated to the percentage of the position held by the teacher. Any teacher on partial leave who desires medical benefits shall be subject to the provisions of section 8.2 Health and Welfare Benefits. A teacher on partial leave shall receive one (1) step increase when the teacher has worked at least the equivalent of a full school year [e.g. two (2) years at 60% means one (1) step increase or three (3) years at 40% means one (1) step increase].
- 14.21.3 The teacher seeking the partial leave assignment shall submit a request in writing to the District by March 15. Exceptions to this date may be considered by the administration in the event of unusual circumstances. The request shall include a specific plan that outlines working days, meeting responsibilities, adjunct duties, tasks, schedules, curricular program, report cards, It shall be signed and dated by the teacher and principal involved. The signature of the principal shall not indicate approval or disapproval.
- 14.21.4 The Superintendent's designee will review the request to determine its viability and benefits to the instructional program. The District shall have final approval of all partial leave assignments.
- 14.21.5 Each partial leave secondary teacher shall be subject to all rights, protections and responsibilities set forth in this Agreement that apply to other Bargaining Unit members.



- 14.21.6 Each teacher in an approved partial leave assignment will return to full-time status in the school year following the assignment unless a new request for the following year is timely received and approved by the District.
- 14.21.7 The provisions of section 14.21 are intended to provide partial leave opportunities to teachers regardless of age, and are not intended to implement the reduced workload provisions of Education Code Section 44922.

#### **14.22 Notification of Return to Work**

- 14.22.1 Unless otherwise specified in this Agreement, a member on any leave of absence shall notify the appropriate management person of the approximate date the member intends to return to service and verify the exact date as soon as it is known, but in no case later than 1:30 P.M. of the work day prior to the member's return to service.
- 14.22.2 If the member fails to so notify the appropriate management person in accordance with the provisions of the preceding paragraph and a substitute reports for service, the substitute shall be released. The member shall remain at the work station and forty percent (40%) of the substitute's daily wage shall be deducted from the daily wage of the member.

#### **14.23 Unauthorized Leave - Abandonment of Position**

- 14.23.1 Absence of a member of the bargaining unit, whether voluntary or involuntary, for five (5) consecutive working days without notification to the appropriate management person, shall be deemed to be an automatic resignation from District employment as of the last date on which the member worked and the member's position may be declared vacant.
- 14.23.2 Reinstatement shall be granted if the member makes a satisfactory explanation to the Board as to the cause of the member's absence and the member's failure to obtain leave. Any member so reinstated shall not be paid salary for the period of the member's unauthorized absence, unless the absence was due to a reason for which paid leave can be granted.

#### **14.24 Catastrophic Leave**

Pursuant to Education Code section 44043.5, bargaining unit members may apply for and receive Catastrophic Leave pursuant to the following provisions:

- 14.24.1 The unit member or a member of his/her immediate family, as defined below, shall have suffered severe incapacitating illness or injury which is expected to continue for an extended period of time, as certified by an attending physician, and which prevents the unit

member from properly performing employee's District duties.

Members of the immediate family shall be defined as follows: mother, father, step-mother, step-father, grandmother, grandfather, grandchild, foster parent, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law, or any relative living in the immediate household of the member, court-appointed legal guardian of the member or of the spouse of the member, or an individual for whom the unit member is acting as a legal guardian.

The time off work must create a financial hardship for the unit member because he/she has exhausted all personal sick leave, and other paid time.

- 14.24.2 An employee who is eligible for catastrophic injury or illness leave may not draw upon the leave bank until exhaustion of all paid illness and injury leave, and any accrued vacation, including, but not limited to, the payments provided by sections 14.2 and 14.3 above. A unit member whose absence is a result of a worker's compensation injury/illness is ineligible to apply, unless the worker's comp claim is adjudicated or settled.
- 14.23.3 Members, the Association or a member of an incapacitated member's immediate family, may request utilization of Catastrophic Leave by completing a Catastrophic Leave request form provided by the Association. The form shall be submitted to the Association within 14 calendar days when possible prior to exhaustion of all accrued paid leave. Leaves, if granted, shall be for increments of up to **twenty-five (25)** work days. Use of Catastrophic Leave shall be limited to a maximum of **130** days within a school year per eligible bargaining member.
- 14.24.4 Unit members, or a member of an incapacitated member's immediate family, may request utilization of Catastrophic Leave by completing a Catastrophic Leave request form from the Personnel Office within 14 calendar days prior to exhaustion of all accrued paid leave or, in the case of leave for care of an immediate family member, at any time. Leaves, if granted, shall be for periods of up to twenty work days.
- 14.24.5 Eligibility for Catastrophic Leave requires contribution to the bank on a voluntary basis during the last active contribution period (as defined in subsection 14.24.5.1) preceding a unit member's application for the leave. All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank; part-time employees may contribute to and withdraw from the bank on a pro-rata basis.

- 14.24.5.1 Contributions shall be made between July 1 and October 1 of each year if the Catastrophic Leave Panel requests contributions. No contributions shall be requested if the number of days in the bank exceeds 200 days after the standard contribution period ends; however, new employees and employees on leave during the standard contribution period may contribute within 30 calendar days after (re)commencing service, and employees otherwise ineligible to apply for a leave may contribute at any time. Contributions are irrevocable. In the event the leave bank is exhausted, no catastrophic leave requests may be granted. In such event, the District and Association shall meet to determine whether a special contribution/ enrollment period shall be opened.
- 14.24.5.2 Contributions shall be authorized in writing by unit members and shall be for a minimum of one (1) day.
- 14.24.5.3 Cancellation of eligibility shall occur automatically whenever a unit member fails to make a contribution when contributions are requested. Unit members who cancel shall no longer be eligible to withdraw from the Bank.
- 14.24.6 An employee who has submitted a request to donate sick leave, and an employee who requests and receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation. No action taken by the District under this section shall be subject to the grievance procedure of this Agreement.
- 14.24.7 The District and the Association agree to establish a Catastrophic Leave Review Panel. The panel shall be composed of three (3) members appointed by the Association. The District will appoint a District liaison to the panel to serve as a District contact. Employee requests for catastrophic leave will be submitted to the panel for consideration and decision. **The panel may consider requests for catastrophic leave in excess of 130 days, up to a cap of 150 days, on a case-by-case basis.**
- The panel must determine and certify that the unit member is eligible for Catastrophic Leave and may request adequate proof of illness be provided in accordance with Education Code section 44043.5, and pertinent rules and regulations of the District.

- 14.24.8 Any catastrophic leave days that are granted but unused shall return to the bank. If the leave bank is terminated for any reason, the days remaining in the bank shall be returned to the then current members proportional to their donations during the preceding five (5) years.

## **Article 15: PEER ASSISTANCE AND REVIEW**

### **15.1 Purpose.**

- 15.1.1 The Associated Pomona Teachers and the Pomona Unified School District strive to provide a high quality education. For that reason, the parties have designed and implemented this program to enhance the quality of instruction through expanded and improved opportunities for professional development, peer assistance, and peer review for permanent teachers. Teachers who participate in peer assistance and review are valued professionals and will be provided with resources designed to assist them in improving teaching performance.
- 15.1.2 The Peer Assistance and Review Program ("PAR") allows consulting teachers to assist referred participating permanent teachers in the areas of: (1) subject matter knowledge and/or (2) teaching methods/instructional strategies through guidance and support. For voluntary participating teachers, the purpose of participation is to provide peer assistance. Temporary and probationary teachers will be provided support and assistance by existing means and programs including but not limited to BTSA, pre-intern, the mentor program, and other training outside of this Article.

### **15.2 Definitions**

- 15.2.1 A classroom teacher or teacher shall mean any permanent teacher member of the bargaining unit covered by certificated evaluation requirements in Article 13.
- 15.2.2 A consulting teacher is a teacher meeting the requirements of subsection 15.4.2.1 of this Article, selected by the joint panel to provide assistance to a participating teacher. A consulting teacher may agree to provide assistance under this Article to referred participating teachers or voluntary participating teachers.
- 15.2.3 A referred participating teacher is a permanent teacher with an unsatisfactory evaluation either in the area of: (1) subject matter knowledge or (2) teaching methods/instructional strategies, or both, pursuant to Article 13 of this agreement.
- 15.2.4 A voluntary participating teacher shall mean a permanent unit member who is not required to participate in this program. Such voluntary participation is for the purpose

of professional growth utilizing the assistance of a consulting teacher.

15.2.5 A principal or evaluator is the prime evaluator defined by this agreement appointed by the District to evaluate a permanent teacher.

15.3 The nature and extent of the assistance and review depends upon whether the participating teacher is a volunteer participating teacher or a referred participating teacher. Assistance shall be provided through consulting teachers as described in Section 4.3 of this Article. It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code and Article 13 of this agreement, except that the consulting teacher's final report of the referred teacher's participation in the program shall be attached to the evaluation of the referred participating teacher. The joint panel will develop a format for the final report that is consistent with the requirements of this Article.

**15.3.1 Assistance to Referred Participating Teacher:**

Referred participating teachers shall receive guidance and support from the consulting teacher designed to assist the referred participating teacher in improving her/his evaluation ratings of classroom performance to a satisfactory level. The peer assistance and review process for such teachers shall include the following:

15.3.1.1 The referred participating teacher with an unsatisfactory evaluation in either of the areas of: (1) subject matter knowledge or (2) teaching methods/instructional strategies, or both, is identified by the principal. The principal provides the referred participating teacher with specific objectives and written recommendations regarding areas of improvement.

15.3.1.2 By June 1, the joint panel will assign a consulting teacher with skills suited to address the areas for improvement identified by the principal. The panel will consider and attempt to honor the request of the referred participating teacher to be assigned to work with a requested consulting teacher, taking into consideration the resources available for assignment.

15.3.1.3 Prior to the end of the school year in which the teacher is referred, the principal, the referred participating teacher, and the consulting teacher shall meet and discuss the specific objective and written recommendations outlined by the principal and the types of assistance as described in Section 15.4.3, to be provided by the consulting teacher.

15.3.1.4 The consulting teacher reviews the recommended areas of improvement identified by the principal, provides assistance to the referred participating teacher in teaching methods, instruction, or subject matter knowledge as needed, including, but not limited to, the tasks set forth in Section 15.4.3 via strategies outlined in an Individual Performance Plan ("IPP"), does monthly observations of the participating teacher, provides monthly and final written summary reports as provided in this Article, and forwards the final report of the referred participating teacher's participation in the program to the Personnel Office for placement in the personnel file.

The assistance provided will address the areas for improvement identified by the principal and take into consideration state and local standards, as well as the California Standards for the Teaching Profession. As appropriate, it may also be designed to assist a referred participating teacher in the following areas: (a) mastery of content; (b) instructional skills and techniques; (c) adherence to content standards and curricular objective; (d) classroom management; (e) lesson design and presentation; (f) assessment of student progress toward established standards; and (g) appropriate learning environment.

15.3.1.5 The program shall expect and strongly encourage the development of a cooperative relationship among all parties with respect to the process of peer assistance and review.

15.3.1.6 The joint panel will review the reports made by the consulting teacher as part of the program evaluation process. The joint panel shall receive from principals, names of referred participating teachers who, after participation in the PAR program, do not demonstrate satisfactory performance, and shall forward such names to the governing board. The joint panel may make one of the following non-binding recommendations concerning the continued participation of a referred teacher who has participated in a cycle of peer assistance and review: (a) that the referred teacher, having completed the requirement of PAR, continue only if he/she chooses to participate as a voluntary participant; (b) that the referred teacher complete another cycle of PAR; and (c) that the Personnel Office consider an alternative placement for the referred teacher. Referred teachers who, after one cycle of peer

assistance and review, continue to receive a rating of "unsatisfactory" in either of these areas shall continue in peer assistance and review for the subsequent school year.

- 15.3.1.7 The governing Board retains final authority over all personnel decisions, including evaluations, the decision to release a probationary teacher, or the decision to commence dismissal or disciplinary proceedings for a permanent teacher.
- 15.3.1.8 The principal shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The consulting teacher shall assist the referred participating teacher in improving in the areas identified by the principal in the unsatisfactory evaluation.
- 15.3.1.9 The consulting teacher shall provide the principal, joint panel, and the referred participating teacher with a written monthly summary of the specific nature of the assistance provided for each specific objective identified by the principal. The referred teacher may attach his/her written comments to the report. The signature of the referred participating teacher indicated only receipt of the document, and not necessarily agreement with its content.
- 15.3.1.10 Before April 1 annually, the consulting teacher shall prepare a final written report of the referred participating teacher's participation in the program, consisting of: (1) a description of the assistance provided to the participating teacher based upon the objectives and recommendations provided by the principal, and (2) a factual description detailing the objective results of the assistance observed by the consulting teacher in the targeted areas. This report, together with any written comments added by the participating teacher, shall be submitted to the joint panel on a form developed by the joint panel pursuant to Section 15.3 of this Article.
- 15.3.1.11 The report referenced in Section 15.3.1.10 shall be attached to the referred participating teacher's annual evaluation and shall be placed in the personnel file.
- 15.3.1.12 The referred participating teacher will continue participation until the teacher receives a satisfactory evaluation in the areas of: (1) subject matter knowledge and (2)

teaching methods/instructional strategies, or the teacher is separated from the District.

- 15.3.1.13 The prime evaluator shall have the sole responsibility to determine whether the referred participating teacher has been able to demonstrate improvement to a "satisfactory" level in the areas of subject matter knowledge and teaching methods/instruction strategies.
- 15.3.1.14 The referred teacher shall have the sole responsibility for improving and sustaining his/her performance to a level satisfactory to the prime evaluator.
- 15.3.1.15 The consulting teacher's final report pursuant to Section 15.3.1.10 shall be placed in the referred participating teacher's personnel file.
- 15.3.1.16 The joint panel will make an annual written report to the governing board and the Association by June 30 regarding the program's impact and recommended improvements.

**15.3.2 Assistance to the Voluntary Participating Teacher:**

A voluntary participating teacher may elect to improve his/her teaching performance by requesting the joint panel to offer a consulting teacher to provide peer assistance. The purpose of such participation is to provide peer assistance. The consulting teacher will play no role in the evaluation of the teaching performance of a volunteer participating teacher. The volunteer participating teacher may terminate his/her participation in the PAR program at any time by providing written notice of such intent to the joint panel.

The volunteer participating teacher shall not be required to give reasons for terminating his/her participation.

- 15.3.2.1 The voluntary participating teacher may apply to the panel for the upcoming school year to be assigned to work with a consulting teacher to improve current skills in a particular curriculum area or to improve and/or develop teaching methodologies and instructional strategies. Applications should be submitted by May 10; however, among voluntary participating teachers, those received first shall receive priority. The voluntary participating teacher may request to be assigned to a specific consulting teacher.
- 15.3.2.2 Upon assignment, the consulting teacher shall meet with the voluntary participating teacher to develop a plan for voluntary assistance. The voluntary participating teacher may request



the principal to participate in this process. The plan may be submitted to the principal for purposes of coordination and planning if the voluntary participating teacher so requests.

- 15.3.2.3 The consulting teacher and the voluntary participating teacher may periodically consult with the principal for coordination of services.
- 15.3.2.4 The monthly and final reports of the consulting teacher, containing results of the individual participation will not be forwarded to the Board or the principal, nor will they be utilized as a basis for evaluation. The voluntary participating teacher, the referred participating teacher, and the consulting teacher shall each complete an evaluation of the process on a form developed by the panel which is consistent with the provisions of this Article. The complete form shall be submitted to the joint panel for review.
- 15.3.2.5 Participation as a voluntary participating teacher shall not be in lieu of the regular evaluation of the teacher pursuant to Article 13 of this agreement, nor shall it be utilized as the basis for the volunteer's referral by the evaluator to participate in mandatory peer assistance and review.
- 15.3.2.6 Resources of the program budgeted by the Board for PAR use shall first be allocated to participating teachers required to participate under Section 15.3.1 of this article. If resources provided by the state for PAR are reduced or eliminated, the District shall reduce or eliminate this program by a corresponding amount, and the parties shall reopen negotiations on this Article, pursuant to Section 15.7.2 of this article.

#### **15.4 Governance and Program Structure**

##### **15.4.1 Joint panel:**

- 15.4.1.1 The Peer Assistance and Review Program shall be administered by a panel consisting of nine (9) members, including five (5) permanent certificated classroom teachers selected by a secret ballot election of all teachers in the District, and four (4) administrators appointed by the District. Teacher representatives shall be permanent employees. Three members shall be elementary school teachers and shall be elected by elementary teachers, one member shall be a middle school teacher and shall be elected by middle school teachers, and the final member

shall be a high school teacher elected by high school teachers. A panel member's term shall be three years, except for the first panel, the middle school member and two elementary members shall be elected for a two-year term. The high school member and the remaining elementary member shall be elected for an initial three-year term. The annual election will be held by March 1.

- 15.4.1.2 Teachers who desire to serve on the joint panel may self-nominate or may be nominated by other teachers provided that the nominee agrees to the nomination. The teacher nomination form shall be forwarded to the Superintendent/designee and to the Association by February 1. An election shall be held by March 1 annually.
- 15.4.1.3 The joint panel shall make all decisions through consensus in the area of appointments, recommendations to the Board, program plan, and recommended budget. Seven of nine panel members, provided that there is one more teacher present than the number of administrators present, shall constitute a quorum for the purposes of meeting and conducting business.
- 15.4.1.4 The joint panel's primary responsibilities include the selection, assignment, and oversight of the consulting teachers.

In addition, the panel shall have the following responsibilities:

- 15.4.1.4.1 Assign consulting teachers by June 1.
- 15.4.1.4.2 Review final consulting teacher reports on referred participating teachers.
- 15.4.1.4.3 Assess the effectiveness of the assistance provided by consulting teachers.
- 15.4.1.4.4 Coordinate with the District to provide training for consulting teachers, for panel members, and for participating teachers, as necessary.
- 15.4.1.4.5 Forward to the personnel office at the end of the year all records of the program to be filed separately from individual personnel records, except as provided in this Article.
- 15.4.1.4.6 Establish internal operations procedures necessary to carry out the committee's responsibilities.

- 15.4.1.4.7 Recommend for Board approval, nominations for consulting teachers.
- 15.4.1.4.8 Notify consulting teachers of Board approval.
- 15.4.1.4.9 Forward to the Board names of PAR referred participating teachers who did not, after participation in PAR, receive a satisfactory evaluation in the area that generated the referral.
- 15.4.1.4.10 Upon receiving the consulting teacher's final report, together with any written comments added by the participating teacher, and the principal's evaluation, the joint panel may recommend that a teacher receiving a rating of "needs improvement" in either subject matter knowledge or teacher methods/instructional strategies continue in the program for an additional year. The recommendation shall not be binding on the referred teacher.
- 15.4.1.4.11 Conduct an annual review of consulting teachers' performance.
- 15.4.1.4.12 Receive the improvement plan developed by the prime evaluator and review the individual performance plan developed by the consulting teacher.
- 15.4.1.4.13 Recommend to the governing Board that the terms of consulting teachers who are not performing effectively not be renewed.
- 15.4.1.4.14 Recommend that the Personnel Office consider an alternative placement for the referred teacher.
- 15.4.1.5 Joint panel functions performed outside the regular workday will be compensated based on the hours worked at the rate of .001 of the factor step of the member's class, provided that such hours are approved by the Superintendent or designee and contained in the Board-approved PAR budget.

**15.4.2 Consulting Teachers:**

- 15.4.2.1 Minimum qualifications for consulting teacher:
  - 15.4.2.1.1 A credentialed teacher with permanent status in the Pomona Unified School District, at least five years of recent teaching experience, and the recommendation of the applicant's prime

evaluator certifying that the applicant has:

- 15.4.2.1.1.1 Demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet student needs in different contexts.
- 15.4.2.1.1.2 Demonstrated ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills and experience in working on school and/or District committees.
- 15.4.2.1.2 Prior to service, the consulting teacher has completed District training and certification for the consulting teacher position.
- 15.4.2.1.3 Completed the interview and classroom observation processes in a manner satisfactory to the panel.
- 15.4.2.2 Applicants for consulting teacher positions will submit a completed application by February 1, including at least three written recommendations from individuals with direct knowledge of the applicant's abilities for the position. A recommendation from the applicant's principal is required. Applications, recommendations, and references will be treated with confidentiality and will not be disclosed except as permitted by law. The joint panel will follow up on references and recommendations, and will recommend which nominations will be forwarded to the Superintendent by May 15 for Board action. The panel's procedures for selecting consulting teachers shall include provisions for classroom observations and interviews of consulting teacher candidates.
- 15.4.2.3 The joint panel will assign consulting teachers by June 1, taking into consideration the assignment requests of participating teachers. The panel shall have the authority to make such modifications in assignments as it may deem necessary.

A consulting teacher's term will be one year, and may be annually renewed by the panel for a total of three consecutive years of service as a consulting teacher, provided that the annual service as a consulting teacher has been

satisfactory to the panel, and that the panel determines a continuing need for the type of assistance that the consulting teacher is able to provide.

- 15.4.3 Consulting teachers shall provide assistance to participating teachers in the areas of: (1) subject matter knowledge, and (2) teaching methods/instructional strategies, including, but not limited to the following activities:
  - 15.4.3.1 Meeting with the principal and the referred participating teacher prior to the end of the school year in which the teacher is referred for the purpose outlined in Section 15.3.1.3.
  - 15.4.3.2 For the referred teacher, providing assistance in the specific areas identified by the evaluator as outlined by the consulting teacher in the Individual Performance Plan. In the case of the voluntary participating teacher, the consulting teacher will provide assistance as mutually agreed by the consulting teacher and the voluntary participating teacher.
  - 15.4.3.3 Providing a monthly written report to the joint panel, the referred participating teacher, and the principal/evaluator regarding the nature of the assistance being provided and the observed results, if any, commencing in the first month of the school year following the unsatisfactory evaluation, and meeting periodically with the principal and the referred participating teacher as needed. In the case of the voluntary participating teacher, such reports shall be provided only to the voluntary participating teacher.
  - 15.4.3.4 For referred participating teachers, at least one observation monthly during periods of classroom instruction through the month of March, and additional observations as may be outlined in the Individual Performance Plan. For voluntary participating teachers, as outlined in the Individual Performance Plan developed pursuant to Section 4.3.2.
  - 15.4.3.5 Facilitating the participating teacher to observe the consulting teacher or other exemplary teachers, as appropriate.
  - 15.4.3.6 Utilizing available District resources to assist the participating teacher.
  - 15.4.3.7 Attending training in teaching techniques or in designated subject matter, and peer assistance and review, as appropriate.

- 15.4.3.8 Demonstrating research-based practices to the participating teacher.
- 15.4.3.9 Monitoring the progress of the referred participating teacher and maintaining and forwarding to the principal, the joint panel, and the referred teacher monthly records of each referred participating teacher's activities on the specific recommendations and objectives of the principal and the specific nature of the assistance provided by the consulting teacher.
- 15.4.3.10 Developing an Individual Performance Plan in conjunction with the referred teacher that outlines the strategies designed to meet the requirements for improvement identified by the prime evaluator.
- 15.4.4 Consulting Teacher Stipend: A consulting teacher shall receive a stipend of \$4,312 for a full year of service. This stipend shall not qualify for application of STRS contributions or benefits. It shall be paid by two separate and equal checks on December 1 and July 1. The consulting teacher shall receive reimbursement for mileage for the actual and necessary miles traveled in the performance of consulting teacher duties when traveling to locations other than the site to which the consulting teacher is regularly assigned. Consulting teachers selected but not assigned to a referred teacher or to a voluntary participating teacher shall, during the consulting teacher's term, be considered for service as support providers under the provisions of Article 16.
- 15.4.5 A consulting teacher shall not be assigned to assist more than two referred teachers at once.

## **15.5 Status and Liability Protection of Unit Members**

- 15.5.1 Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.
- 15.5.2 Unit members who perform functions as consulting teachers shall have the same protection from liability and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code and Education Code section 45503(e).

## **15.6 Records**

- 15.6.1 Documents and information relating to individual participation in this program shall be considered personnel matters subject to the personnel records exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to

disclosure under the Public Records Act. Consulting teachers and joint panel members shall sign a statement acknowledging their responsibility to maintain confidentiality of records and information to which they have access under this Article.

- 15.6.2 All documents for the Peer Assistance and Review Program will be filed by the Personnel Office separately from individual personnel records, except as specified herein.

## **15.7 Reopeners**

- 15.7.1 If the state reduces or discontinues the funding for PAR, the parties shall immediately reopen negotiations on this Article.

## **Article 16: NEW TEACHER SUPPORT**

This article refers solely to support for new members of the bargaining unit. With the implementation of Peer Assistance and Review, state funding for the former Mentor Teacher Program has been reallocated under the Peer Assistance and Review and has been augmented to include support for permanent members of the bargaining unit. (See Article 15: Peer Assistance and Review.) In the District model, support providers provide assistance to new members of the bargaining unit and consulting teachers provide assistance to permanent members.

### **16.1 Qualifications for Support Provider**

A support provider shall:

- 16.1.1 Hold a valid California teaching credential.
- 16.1.2 Achieved permanent status and been a full-time certificated employee in the Pomona Unified School District for three (3) years.
- 16.1.3 Have demonstrated effective communication skills, subject matter knowledge, mastery of a range of teaching strategies necessary to meet the needs of pupils in difference contexts and demonstrated belief in student ability to succeed.
- 16.1.4 In the case of a support provider assisting a classroom teacher, have recent classroom teaching experience.
- 16.1.5 Have demonstrated ability to work cooperatively and effectively with other teachers and administrators.

### **16.2 Objectives: The objectives of the support provider program will be:**

- 16.2.1 To plan, implement, and monitor an effective assistance and guidance program for new classroom teachers and other new members of the bargaining unit.

16.2.2 To provide assistance in the planning, development and implementation of curriculum in areas targeted by the District.

16.2.3 To provide staff development services related to District goals and the California Standards for the Teaching Profession.

### **16.3 Number of Support Provider Positions**

16.3.1 The maximum number of bargaining unit members eligible for participation in the program is determined annually by the California State Superintendent of Public Instruction. The number of support providers in the District in any given year shall not exceed its fully-funded yearly State allocation.

16.3.2 If it is necessary to reduce the number of support providers because of a reduction in State funding, the reduction will be determined by the District based on programmatic needs.

### **16.4 Application Procedure**

16.4.1 Vacancy announcements shall be provided to each member of the bargaining unit at all work sites. Included on the announcement will be a deadline date for receipt of applications. Application packages shall be provided to bargaining unit members upon request.

16.4.2 Applications shall be submitted to the Joint Panel established by Article 15, Peer Assistance and Review, prior to a reasonable deadline established by the Superintendent or designee.

16.4.3 Only the following information shall be contained on the support provider application form: social security number; school site; current assignment; home address; phone number; credential(s) held; professional experience for the last five years; daily schedule; and the names of three certificated District employee references who are familiar with the work of the applicant (including the administrator who currently evaluates the applicant).

### **16.5 Duties and Responsibilities of Support Providers**

Persons designated as support providers pursuant to this article shall be assigned duties and responsibilities in accordance with the following:

16.5.1 Support providers shall work under the direction of the Superintendent or designee.

16.5.2 The support provider is expected to devote one hundred (100) hours per year to the support provider effort.

16.5.3 Support providers primarily provide assistance and guidance to new members of the bargaining unit during the



first two years of employment. Depending on identified District needs and available resources under this Article, support providers may be assigned to assist other bargaining unit members.

- 16.5.4 Support providers will develop an Individual Induction Plan for Professional Growth for each new member served, completed by December 1 and reviewed by May 1 annually.
- 16.5.5 Support providers may be requested to provide services at difference school sites.
- 16.5.6 Each support provider shall design and present at least one workshop per year, approved in format and content by the Superintendent or designee.
- 16.5.7 Support providers shall complete professional development related to the assignment, up to 45 hours during the first year of service and no more than 30 additional hours per year in subsequent years. Support providers shall be compensated at the in-service rate of hourly pay for the District determined professional development.
- 16.5.8 Support providers shall be responsible for submitting monthly logs to the Superintendent or designee.
- 16.5.9 Support providers shall be responsible for attending support provider meetings as scheduled by the Superintendent or designee.
- 16.5.10 Support providers shall not evaluate other members of the bargaining unit.
- 16.5.11 In addition to support provider duties, such members are expected to perform normal, routinely assigned duties at their work site.

## **16.6 Selection of Support Providers**

- 16.6.1 Support providers shall be selected by the Joint Panel established at Article 15, Section 15.4.1 of this Agreement.
- 16.6.2 Joint Panel Responsibilities
  - 16.6.2.1 The Joint Panel shall review all support provider applications and shall determine that applicants meet the qualifications for a support provider.
  - 16.6.2.2 Personnel files shall not be reviewed by the Joint Panel to determine qualifications of an applicant.
  - 16.6.2.3 Before nominating any candidate for a support provider position, the Joint Panel shall conduct oral interviews and shall review three references, which include at least one (1) administrator and one (1) teacher.

Additionally, as to each candidate nominated, at least three (3) members of the nominating committee, the majority of whom are teachers, shall visit the classroom to observe a teacher lesson or observe a videotaped presentation of a lesson.

- 16.6.2.4 The Joint Panel will nominate support provider candidates to the Board of Education for appointment. Candidates must receive a majority vote of the committee to be eligible for nomination.
- 16.6.2.5 The names of all applicants for support provider positions, prior to the submission of their names to the Board of Education, and all deliberations pertaining thereto shall remain in strict confidence.
- 16.6.2.6 The Superintendent or designee will determine a date by which nominations must be made in order to allow a reasonable time prior to the commencement of the succeeding fiscal year for the Board of Education to review the Joint Panel's nominations.
- 16.6.2.7 Nomination functions performed outside the regular work day will be compensated based on the hours worked at the rate of .001 of the factor step of the member's class, provided that such hours are approved by the Superintendent or designee and that the costs are consistent with the special funding provided by the State of California.

#### 16.6.3 Mileage

Joint Panel members shall receive compensation for mileage for the actual and necessary miles traveled in the performance of their duties as Joint Panel members.

### **16.7 Final Selection and Appointment**

- 16.7.1 The final selection and appointment of any candidate as a support provider shall be by action of the Board of Education from nomination of the Joint Panel. The Board of Education may reject any nomination.
- 16.7.2 The Board may meet in closed session to consider the appointment of any nominee to be support provider in the same manner that it may consider the appointment or employment of other employees.
- 16.7.3 The selection, recommendations, and procedures of the Joint Panel and the decisions of the Board of Education are final and are not subject to the grievance procedure.

## **16.8 Term of Appointment**

- 16.8.1 Appointments shall be made for one (1) year and may be renewed annually for up to three (3) consecutive years by the nominating committee and the Board of Education. Effective September 1, 2001, a subsequent year's service shall be contingent upon: (1) completion of support provider responsibilities by June 30 of the current year; (2) satisfactory service in the support provider role based upon feedback from service recipients working with the support provider; and (3) receipt of a satisfactory or better evaluation in all areas from the support provider's site administrator. Support providers may reapply after two (2) years have elapsed since their previous support provider service, with the exception of the lottery process described below.
- 16.8.2 If the Joint Panel does not fill the District's allotment with eligible applicants who have not served as support providers for the past two (2) years, the Joint Panel will fill the remaining position(s) by lot from a list of current support providers who volunteer to extend their term. The Superintendent or designee will provide notification to participate in lottery to teachers who will complete service on June 30 of the current year. No support providers reappointed by lottery shall be eligible in subsequent lotteries.
- 16.8.3 The term of support providers selected by lottery will be one (1) additional year.
- 16.8.4 If for any reason a support provider is unable to complete the term, the Board of Education may select a replacement from the lottery pool.

## **16.9 Stipend**

- 16.9.1 A support provider shall receive a stipend of \$4,312 for a full year of service, or an amount automatically adjusted as a result of a change in State revenue allocated for support providers pursuant to applicable Education Code funding statutes. This stipend shall not qualify for application of STRS contributions or benefits and shall be paid by two (2) separate and equal checks, December 1 and July 1.
- 16.9.2 For support providers who serve less than a full year and/or do not complete one hundred (100) service hours, the stipend will be prorated based upon the hours of service completed.
- 16.9.3 The stipend received by the support provider is intended to be regarded as additional pay for additional responsibilities, not merit pay.

16.9.4 A support provider also shall receive compensation for mileage for the actual and necessary miles traveled in the performance of support provider duties when traveling to locations other than the site to which the support provider is regularly assigned.

16.9.5 Each new member of the bargaining unit served by the support provider will be allotted \$150 toward instructional materials and/or supplies, subject to approval by the Superintendent or designee. Additional funds shall be available to cover the costs of professional development approved by the Superintendent or designee.

#### **16.10 Funding**

The program shall be funded only through special revenues allocated for support providers by the State. In the event that the State funding is reduced or discontinued, the program will be reduced or discontinued.

#### **16.11 Program Evaluation**

The support provider program shall be evaluated annually prior to June 30 of each fiscal year by its participants. The results of such shall be communicated to the Association and the Superintendent or designee.

#### **16.12 Program Provisions**

The provisions of this program are subject to limitations set by the Education Code and Title V of the California Code of Regulations.

### **Article 17: PROFESSIONAL GROWTH**

#### **17.1 Applicability**

This Article applies to those members of the bargaining unit who acquire an initial clear multiple or single subject teaching credential after August 31, 1985.

#### **17.2 Program**

Those members of the bargaining unit to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period commencing with September 1, 1985, or on the date that a credential is issued after September 1, 1985, and continuing until the same month five (5) years later. The credential holder shall develop a program for each five (5) year period thereafter as required by law.

- 17.3 The credential holder's professional growth record must ultimately include activities in at least two (2) of the categories described below:
- 17.3.1 The completion of courses offered by accredited colleges or universities.
  - 17.3.2 Participation in professional conferences, workshops, lectures, seminars, staff development activities, and school and District committees.
  - 17.3.3 Service as a mentor teacher, pursuant to Section 44486, or as a master teacher supervising student teachers.
  - 17.3.4 Participation in school curriculum development programs.
  - 17.3.5 Participation in systematic programs of observation and analysis of teaching.
  - 17.3.6 Service in a leadership role in an educational institution.
  - 17.3.7 Time spent in a leadership role of a curriculum and instruction committee of a state teachers' organization or an affiliate.
  - 17.3.8 Time spent developing new standards of professional ethics as an elected or appointed officer of a committee of a national organization or its affiliate.
  - 17.3.9 Time spent planning new structures of community involvement in schools while serving as the official representative of the Associated Pomona Teachers.
  - 17.3.10 Participation in educational research and innovation efforts.
  - 17.3.11 Other activities that shall be acceptable are defined below:
    - 17.3.11.1 Participation in alternative work experience programs, paid or volunteer, in which the credential holder fulfills new professional responsibilities for a specified period of time.
    - 17.3.11.2 Participation in a program of independent study, provided that the credential holder investigates a specified aspect of education, produces a written report or other tangible product and evaluates the independent study and its product.
    - 17.3.11.3 Creative endeavors, provided that the credential holder creates a tangible product that exhibits originality of thought and execution, or participates in a production in which the credential holder exhibits a creative

talent, and provided that the creative endeavors directly relate to a subject or student group the credential holder teaches or reasonably expects to teach.

17.3.11.4 Cultural experiences such as attendance at museums or musical, dramatic, or dance productions, or cross-cultural immersion in the language or culture of an ethnic or national group provided that each experience directly relates to a subject or student group the credential holder teaches or reasonably expects to teach.

17.4 A clock hour is determined by the actual time spent in the activity with the following exceptions: For courses taken from an accredited college or university, each semester unit successfully completed shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.

#### **17.5 Credential Holder Responsibilities**

It is suggested that the credential holder participate in at least thirty (30) hours of acceptable activity each year of the five (5) year plan, unless the one hundred fifty (150) clock hours have already been satisfied. It shall be the responsibility of the credential holder to:

17.5.1 Develop and plan his or her individual professional growth program subject to prior approval of the credential holder's immediate supervisor or designee, or a District-appointed professional growth advisor. The same procedure shall be followed with respect to amended plan(s) developed by the credential holder. All plans shall be approved or disapproved within ten (10) working days of submission. No professional growth advisor or other person shall compel a credential holder to include any particular activities in his or her professional growth plan.

17.5.2 Submit to the professional growth advisor and to the Office of Personnel Services, no later than June 1 of each year during the five (5) year plan, a report setting forth the acceptable activities engaged in during the previous twelve (12) month period, including the number of hours of each activity. Said report shall be maintained in the credential holder's personnel file.

17.5.3 Take full responsibility for the submission, accuracy and truthfulness of all reports relating to acceptable activities and the hours engaged therein as provided in Section 5 B above.

17.5.4 Participate in a minimum of one hundred fifty (150) hours of acceptable activities in accordance with the professional growth program during each five (5) year period. Notice of full or partial compliance with the requirements of the five (5) year program shall be submitted by the credential holder in writing to the

professional growth advisor no later than ninety (90) calendar days prior to the expiration of the five (5) year period.

- 17.6 The professional growth advisor shall sign professional growth plans independently of any evaluation of the credential holder's performance that may affect the credential holder's employment.
- 17.7 If a credential holder does not complete the professional growth requirements during the five (5) year renewal period, the credential will expire. She or he is eligible for a one (1) time, two (2) year reinstatement of the Professional Clear Teaching Credential. The credential holder is responsible for requesting the reinstatement in a written statement to the Commission on Teacher Credentialing.
- 17.8 A Professional Growth Panel shall be established consisting of two (2) teachers and two (2) administrators. The Associated Pomona Teachers shall select the teacher members of the panel. The Superintendent or designee shall select the administrators on the panel. All members of the panel shall serve two (2) year terms with half of the members beginning with a one (1) year term in order to stagger the terms of membership.
- 17.9 The credential holder has a right to appeal to the Professional Growth Panel if he or she believes that the professional growth advisor has taken an adverse action that he or she considers to be unfair, arbitrary, or contrary to law, of the provisions of this Article. If the decision of the panel is unacceptable to the credential holder, she or he may appeal the decision of the panel to the Commission on Teacher Credentialing.
- 17.10 Alleged violations of this Article 17 shall not be subject to the grievance procedure.

#### **Article 18: PROGRESSIVE DISCIPLINE**

- 18.1 The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to receive support and improve behavior which might otherwise constitute grounds for more substantial discipline. When a bargaining unit member is given a written official reprimand for an infraction of rules or delinquency in professional performance, a conference shall be held for the issuance of the reprimand. The member shall be given at least two (2) days' notice of the conference. The member shall have the right to have a representative present at the conference. The conference shall be held in private, provided however, the District reserves the right to have present such administrators as it deems necessary. A group conference may be held in the event more than one (1) member is reprimanded for the same infraction.
- 18.2 Upon written (not email) request of a member, formal discipline documents in a bargaining unit member's personnel file shall be sealed if more than four years old and if, during the two year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended, and no warning

letter for similar misconduct has been issued. This shall not prevent use of the document(s) in the event of a hearing of any kind if admissible as an exception to the four year rule in Education Code section 44944, or if legally required, e.g., if responsive to and not exempt from a public records request or if required by the Commission on Teacher Credentialing.

### **18.3 Progressive Discipline**

18.3.1 *No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause".* The concept of "progressive discipline", and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may justify an exception, and/or make progressive discipline unnecessary, and that reasonable diversity in disciplinary decisions may be justifiable or necessary based on individualized factors and circumstances as determined in the judgment of the responsible administrator. The provisions regarding progressive discipline shall be applicable to disciplinary documentation issued subsequent to the adoption of 18.1 through 18.3. Non-reelection of probationary personnel shall be exempt from this article.

Discipline of a member shall be based on grounds set forth in Education Code section 44932.

#### **18.3.2 Steps of Progressive Discipline:**

Progressive discipline shall consist of the following steps; informal discussion (which may be documented in writing), written warning, written reprimand, suspension without pay and termination. Grievance procedures for discipline actions shall only be available in the event of suspension pursuant to 18.5; however, progressive discipline may be raised as a defense in any formal action to suspend and/or dismiss.

- a. Informal Discussion - Discussion between appropriate administrative personnel and bargaining unit member
- b. Written Warning - Written warnings issued to the bargaining unit member constitute the first level of formal discipline and are communications between the appropriate administrative personnel and the member. Written warnings will not be placed in the member's personnel file unless there is a subsequent written reprimand, in which case any previous written warning(s) may be appended to the reprimand and placed in the member's personnel file.

18.4 A member shall be provided with any document of a derogatory nature prior to its placement in the member's personnel file and shall be given the opportunity to submit a written response which shall be attached to the derogatory material prior to its placement in the personnel file.

### **18.5 Procedures for Suspension**



- 18.5.1 The District has the right to suspend a member of the bargaining unit for up to ten (10) days without pay for serious misconduct.
- 18.5.2 A member of the bargaining unit shall be given written notice of the suspension by the Superintendent or Superintendent's designee. The notice shall specify the length of the suspension and the reason for the suspension. The notice shall also contain a statement of the member's right to a conference with the Superintendent or Superintendent's designee concerning the suspension and the member's right to respond either orally or in writing within ten (10) days of the notice. The member's request for a conference shall be in writing and shall be received by the Superintendent or Superintendent's designee within the time specified in the notice of suspension. In the event a conference is held to discuss the suspension, the member may be represented by an individual of his or her choice.
- 18.5.3 A member who is to be suspended shall be notified of his or her right to appeal the decision of the Superintendent by utilization of Article 6, Grievance Procedure, and to be represented in the grievance by the Association. Any such grievance shall be initiated at Level III of the grievance procedure within seven (7) days after receipt of the decision to suspend. In the event the suspension is grieved, suspension shall be imposed only after a final determination of the grievance upholding the suspension.
- 18.5.4 Nothing herein shall interfere with the right of the District to remove the member from the work location to which he or she is assigned, to reassign the member, and/or temporarily relieve the member of the duties and to place the member on paid leave pending the determination of the suspension.
- 18.5.5 The suspension provisions of this article apply only to the procedures to be followed in the event a member of the bargaining unit is suspended for ten (10) days or less under the provisions of this article and do not apply to, limit, or preclude other disciplinary measures.
- 18.5.6 If the District attempts to suspend an employee under the Education Code, and fails, the District is prohibited from attempting to suspend under this article for the same offense.

#### **Article 19: PROCEDURES FOR PERSONNEL REDUCTION**

In the event permanent and probationary members of the bargaining unit are laid off under the provisions of Education Code Sections 44955 and/or 44955.5 in accordance with Section 44949, the dates prescribed in each of said sections are hereby extended for a period of one (1) month.

#### **Article 20: ORGANIZATIONAL SECURITY**

- 20.1 The Association shall indemnify and hold harmless the District, its officers, agents and employees, from and against any and all claims, demands, suits, administrative proceedings, or any other

action arising out of, or in any way connected with, the provisions of this Article 20, Organizational Security, and/or the implementation thereof, including, without limitation, the District's deduction and/or payment of monies hereunder.

20.1.1 In any case in which the provisions of this section are invoked or contested and it is necessary for the District to defend a position, use legal counsel, or incur any expenses in so doing, the Association agrees to provide the defense and to pay all costs incurred by the District, including attorneys' fees. In addition, the District may notify the Association that a claim has been made or a suit instituted against it and request the Association to provide legal representation.

Upon receipt of such notification, the Association will provide legal representation for the District at its own expense. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

20.1.2 The Association will pay any judgments ordered against the District arising out of the proposed or actual implementation of this Article.

#### **Article 21: ADULT AND CAREER EDUCATION MEMBERS**

21.1 Only those teachers, project assistants and counselors who are employed by the Pomona Unified School District to serve in Adult and Career Education for fifteen (15) or more hours per week are members of the bargaining unit. Said teachers, project assistants and counselors are hereinafter throughout this Article referred to as *Adult and Career Education members* or *members*.

21.2 The benefits, which are provided by this Article 21, are the express and exclusive benefits to which said Adult and Career Education members are entitled under this collective Agreement. The following provisions are expressly excluded:

21.2.1 Article 8, *Health and Welfare Benefits*, except Section 6, of said Article 8.

21.2.2 Article 9, *Compensation* (except Sections 4 and 5, and Sections 13, 14 and 16)

21.2.3 Article 10, *Hours of Employment* (except Section 10, subsections A through C, and Section 16)

21.2.4 Article 11, *Transfers*

21.2.5 Article 12, *Class Size*

21.2.6 Article 19, *Procedures for Personnel Reduction*

21.2.7 Article 22, *Summer Recess*

However, Article 17, *Professional Growth*; Article 18, *Procedures for Suspension*; Article 20, *Organizational Security*; and Article 23, *Safety Conditions of Employment*, are applicable to Adult and Career Education members.

21.3 Said Adult and Career Education members shall be employed on an hourly basis.

- 21.3.1 The hourly rate of pay for Adult and Career Education members shall be the rate specified in the salary schedules set forth in Appendix III and Appendix IV and as modified by subsequent negotiations pursuant to Article 29.
- 21.3.2 A unit is defined as: *Graduate credit earned after the Bachelor's Degree from legally constituted colleges and universities privileged to transfer such credit to colleges and universities accredited by the American Association of Colleges and Universities.*
- 21.3.2.1 For purposes of computation, one (1) quarter unit equals two-thirds (2/3) of a semester unit.
- 21.3.3 Upper division credit earned after completion of the Bachelor's Degree and which is required by the college or university or State for credential or Master's Degree requirements will be allowed. Other upper division or lower division credit is allowed only when the principal or department head, in his or her sole discretion, evaluates and approves same before registration.
- 21.3.4 Responsibility for providing Personnel Services with up-to-date records of teaching experience, credits for completed college work, credentials and/or degrees, rests entirely with the individual member of the bargaining unit.
- 21.3.5 Step advancement within the schedule is to be considered a professional promotion and requires the satisfactory recommendation of satisfactory service for a complete school year as determined by the most recent formal written evaluation. Seventy-five percent (75%) of the number of days the regular schools are in session shall be deemed to be a complete school year. Days absent for any reason, including illness, must be excluded.
- 21.3.6 An Adult and Career Education member of the bargaining unit receiving an unsatisfactory recommendation from a supervising administrator as determined by the most recent formal written evaluation shall be disqualified for promotion. Such unsatisfactory recommendation is subject to review by the Superintendent. For any second or subsequent year of unsatisfactory service, said employee's placement on the salary schedule shall be reduced by one step until the minimum salary for the member's class is reached.
- 21.3.7 When an Adult and Career Education member advances to a higher class on the salary schedule, the member shall be placed upon his or her corresponding step within the higher class and then be allowed any earned increment.
- 21.3.7.1 Graduate credit or credit earned after completion of the Bachelor's Degree, meeting the definitions of subsections

21.3.3 and 21.3.4, may be used for advancement on the salary schedule.

21.3.7.2 Number of units acceptable for salary schedule advancement:

Period	Number of Acceptable Units
Summer School	Any number
Academic Year:	
Effective July 1, 1991	Any number
Feb. 1988-June 1991	Twelve (12)
July 1966-Jan. 1988	Nine (9)
July 1957-June 1966	Eight (8)
May 1950-June 1957	Six (6) (No more than four [4] in any semester)

21.3.7.3 Members desiring to advance on the salary schedule must petition for such advancement on the form prescribed by the District. Such petition shall be filed with Personnel Services, together with an official transcript identified and sealed by the college or university granting the credit supporting such request. Column changes shall become effective on the first day of the second month following Personnel Services' receipt of the petition and official transcripts for the required number of acceptable semester units.

21.3.8 Adult and Career Education members of the bargaining unit possessing 8.0, 8.1, or D.E. credentials may move horizontally across the salary schedule if they meet the criteria of each column.

21.3.9 Adult and Career Education members shall receive the following long service increments applied to the member's position on the salary schedule in effect:

After the completion of ten (10) credited years of service, 3%. After the completion of fifteen (15) credited years of service, 5%. After the completion of twenty (20) credited years of service, 6%.

For purposes of longevity increments, only years of certificated service in the Pomona Unified School District shall count for salary longevity credit.

21.3.10 Any salary increase provided for in this Article 21 shall be effective if and to the extent that such increase does not violate State or Federal law or result in any penalties in, restrictions to, or loss of District income.

21.4 An Adult and Career Education member shall be at his or her work location and responsible for instructional and other assigned duties for the number of hours for which the member is paid. Thirty (30) hours per week is considered a full-time assignment.

21.5 Adult and Career Education members shall receive the following health and welfare benefits:

21.5.1 The District shall provide for each full-time (24 or more hours per week) Adult and Career Education member a health and welfare benefit allocation to apply to medical insurance. Based on the employee's chosen medical coverage, the allocation amounts are as follows:

Employee only	\$7,305 annually
Employee/Spouse	\$10,646 annually
Employee/Children	\$9,255 annually
Family	\$12,715 annually

Entitlement to this health and welfare benefit allocation shall be determined by the member's regularly assigned hours. For the purpose of this health and welfare section only, and not for any other purpose, 24 hours per week is considered a full-time adult school teaching assignment. For all other purposes, a full-time adult school teaching assignment shall be 30 hours per week.

In the event that a full-time Adult and Career Education unit member fails to select one of the Board approved plans, for medical insurance, the District will attempt to place the member in the plan that most closely resembles the previous plan.

Full-time Adult and Career Education members who choose not to enroll in other available coverage under District approved benefit plans shall have credited toward their individual retiree health savings plan or other successor plan any remaining amount after payment of the premium for employee only medical participation. Upon deposit in the retiree savings plan or successor plan, such amount may be used for any legal purpose consistent with the laws and regulations governing retiree health savings plans or successor plans. Bargaining unit members shall be solely responsible for any tax consequences of such accounts.

21.5.2 The health and welfare benefit allocation referred to in subsection 5.1 hereof, shall be provided by the District on a pro rata basis for Adult School members whose regular assignment is less than full-time. The pro rata amount shall be determined by multiplying the member's full-time equivalent employee ratio by the amount of health and welfare benefit allocation provided for in subsection 5.1 of this Article. The balance of the premium must be paid by the member by payroll deduction or salary reduction. Less than full-time members who choose not to enroll in a group medical insurance plan approved by the District shall receive no benefits under the provisions of this subsection and subsection 5.1 of this Article.

21.5.3 Commencing September 1, 1988, Adult and Career Education members assigned fifteen (15) hours per week or more who are not also employed in the District's K-12 or pre-kindergarten programs are eligible for a District-provided health and welfare allocation on the following pro rata basis:

<u>Hours</u>	<u>Benefit Rate</u>
24 or more per week	100%
20 to 23 per week	75%
15 to 19 per week	50%

21.5.3.1 The health and welfare benefit allocation provided by this subsection 5.3 shall be paid on a ten (10) month basis from September through June of each year to members employed in the Adult School during that time. This amount shall be updated annually to reflect the yearly health and welfare benefit allocated on a ten (10) month basis. Adult and Career Education unit members assigned between 15 and 24 hours per week who are eligible to receive benefits on a pro rata basis and who were enrolled in a District approved health plan the previous school year who fail to select a Board approved plan for medical insurance shall be enrolled, on a pro rata basis, in the same manner as a full-time member under Section 5.1 if and only if the pro rata amount fully covers the employee only premium cost. The amount of the District supplemental IRC-125 deposit shall be pro rata based upon the required work hours for a full-time assignment.

21.5.4 A Flexible Benefit Plan is established providing eligible members with the opportunity through payroll reduction to pay for legally permissible benefits. After consultation with the Association, the District designated a plan administrator to administer the plan. Charges for reimbursement accounts under the plan shall be paid by the participant for whom the charge is assessed. All administrative processing fees shall be eliminated as part of the plan in the contract between the District and the plan administrator. If the elimination of these fees is not administratively possible, then the fees shall be paid by the individual participants. The Association shall notify Adult School members of the Flexible Benefit Plan and of the members' rights and responsibilities under the plan. Each Adult School member shall cooperate in the implementation of the plan.

21.6 Class size in the Adult and Career Education program shall be no less than twenty (20) students and in the event the enrollment drops below twenty (20), the District retains the right to drop the class and terminate the services of the teacher. At the discretion of the District, however, Special Education classes of less than twenty (20) students may be retained at Lanterman Developmental Center.

21.7 No negative evaluation of performance shall be predicated upon any written material of a derogatory or critical nature, which has been received or written by the member's evaluator, unless the member has first been given notice of same or an opportunity to discuss the matter with the evaluator. The member shall have the right to have the member's written reply become a part of the member's personnel file. In the event the member's evaluator indicates any deficiencies on a written observation report or written evaluation, the evaluator shall hold a conference with the member to make specific recommendations as to the areas of needed improvement in

the member's performance and shall endeavor to assist the member in improving performance.

- 21.8 Adult and Career Education members shall be entitled to the following leaves:

The District and Association agree that domestic partnerships will be recognized in accordance with state law effective January 1, 2005 for purposes of leave entitlements under the terms of this Agreement. A domestic partner shall be defined as follows:

"A member of the bargaining unit and his/her domestic partner who have provided the District with a notarized, conformed copy of a Declaration of Domestic Partnership, filed with the Secretary of State, that meets the requirements of the California Family Code section 297(b) and other applicable state laws defining the term 'domestic partnership'."

**21.8.1 Illness and Injury Leave**

21.8.1.1 Adult and Career Education members of the bargaining unit shall be entitled to full pay leave of absence for illness and injury for each calendar month of service as follows: .2 times the number of hours worked per week.

21.8.1.2 Pay for any such period of absence shall be the same as the pay which would have been received had the member served during such period. Credit for leave of absence need not be prior to taking such leave by the member and such leave of absence may be taken at any time during the school year. If an Adult and Career Education member does not render service for an entire year, but has used all paid sick leave, the amount of compensation received for sick leave taken, but unearned, shall be repaid to the District and the District shall have the right to make any necessary adjustment in the last warrant. If a member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year-to-year.

21.8.1.3 The provisions of this Article 21, subsection 8.2, of this Agreement, extended illness and injury benefits related to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any Adult and Career Education member employed five (5) days a week, or to the portion of ten (10) days of absence to which a member employed less than five (5) days a week is entitled hereunder on account of illness or accident.

21.8.1.4 If the District has reason to believe that the member is or has been abusing the leaves provided in subsections 8.1, 8.2, 8.3, and 8.4 of this Article, or if the member is absent for more than three (3) days, the member may be required to present a medical doctor's certificate verifying the personal illness or injury. The District reserves the right to have the member examined at District expense by a

physician designated by the District to assist in determining the member's inability to perform assigned duties, and the degree to which the member's inability is attributable to illness or injury. If requested by the District management, a member shall not return to work until he or she submits a medical doctor's authorization to return to work after a leave provided for in subsections 8.1, 8.2, 8.3, and 8.4 of this Article.

- 21.8.1.5 The member shall notify the person designated by management of the member's intended absence and the intended date and time of intended return of such leave. This notice must be given during a daily time frame designated by management.

### **21.8.2 Extended Illness and Injury Benefits**

- 21.8.2.1 When an Adult and Career Education member is absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the member, the amount deducted from the salary due the member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the member's position during the absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had one been employed.

### **21.8.3 Pregnancy Disability Leave**

- 21.8.3.1 An Adult and Career Education member who is pregnant shall submit a written statement to Personnel Services no later than three (3) months before the expected date of delivery, together with a written statement from the attending physician. The physician statement and member statement shall be on the forms prescribed by the District. The unit member shall provide her physician's written verification of disability for the starting and ending dates of the pregnancy disability leave, and shall provide the physician's supplemental verification of the disability if the pregnancy disability leave is to extend beyond six weeks. Members are entitled to use sick leave as set forth in subsections 21.8.1 and 21.8.2 of this Article 21 of this Agreement for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be



limited to those disabilities as set forth above.

21.8.3.2 Sick leave benefits will terminate when the member's physician verifies that the member is physically able to return to work.

21.8.3.3 Parental Leave

For the birth or adoption of his/her child, a bargaining unit member may utilize any of the following leaves in this Article for which he/she is eligible: section 21.8.6 - Personal Necessity Leave, section 21.8.8 - Infant Care Leave, section 21.8.9 - Child Adoption Leave, section 21.8.9 - Personal Leave-Personal Business, section 21.8.12 - Family Care and Medical Leave, or section 21.8.13 - Other Leaves Without Pay.

#### **21.8.4 Industrial Accident and Illness Leave**

21.8.4.1 Adult and Career Education members shall be entitled to the following leave on account of illness or accident, which has qualified for Workers' Compensation benefits:

21.8.4.1.1 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session, or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

21.8.4.1.2 Allowable leave shall not be accumulated from year-to-year.

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

21.8.4.1.3 When a member is absent from his or her duties on account of an accident or illness, the member shall be paid such portion of the salary due to the member for any month in which the absence occurs as, when added to the member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the member of not more than the member's full salary.

[The phrase full salary as utilized in this subparagraph 21.4.8.1.5 shall be computed so that it shall not be less than the member's average weekly earnings as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this subsection 21.8.4, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.]

- 21.8.4.1.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 21.8.4.1.5 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due the member for the same illness or injury.
- 21.8.4.2 Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in subsections 21.8.1 and 21.8.2 of this Article 21, and for the purposes of each of those sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continued to receive temporary disability indemnity, he or she may elect to take as much of the accumulated sick leave which, when added to his or her temporary disability indemnity, will result in payment to him or her of not more than the member's full salary.
- 21.8.4.3 During any paid leave of absence, the member may endorse to the District the temporary disability indemnity checks received on account of the member's industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for the period covered by such salary warrants.
- 21.8.4.4 Any Adult and Career Education member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education of the Pomona Unified School District authorized travel outside of the State.
- 21.8.4.5 The District reserves the right to secure proof of industrial accident or illness of any member. Before salary payments will be made to a member absent because of industrial accident or illness, a report of such accident or illness in the form prescribed by the District, must be on file in the Office of the Assistant Superintendent, Business Services, and the injury or illness must have qualified for Workers' Compensation benefits.
- 21.8.4.6 The District has the right to have the member examined by a physician designated by the District to assist in determining the length of time during which the member will be temporarily unable to perform assigned duties and the degree to which a disability is

attributable to an industrial accident or illness.

**21.8.5 Leave of Absence Due to Death of Member of Immediate Family**

21.8.5.1 An Adult and Career Education member who is employed five (5) days a week by the Pomona Unified School District is entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his or her immediate family. An Adult and Career Education member employed for less than five (5) school days shall be entitled to that portion of the three (3) or five (5) days leave of absence provided by this subsection 21.8.5 as the number of days the member is employed per week bears to five (5). No deduction shall be made from the salary of such member, nor shall such leave be deducted from leave granted by other provisions of this Agreement.

21.8.5.2 Members of the immediate family, as stated in this subsection, means the mother, father, step-mother, step-father, grandmother, grandfather, grandchild, foster parent, or court-appointed legal guardian of the member or of the spouse of the member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, brother-in-law or sister-in-law of the member, or any relative living in the immediate household of the member.

**21.8.6 Personal Necessity Leave**

21.8.6.1 Leave which is credited under subsection 21.8.1 of this Article 21, *Illness or Injury Leave*, may be used at the member's election for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

21.8.6.2 For purposes of this provision, personal necessity leave shall be limited to: (a) death or serious illness of a member of the Adult and Career Education member's immediate family; (b) an accident which is unforeseen involving the member's person or property, or the person or property of a member's immediate family; (c) appearance in court in response to a subpoena duly served, except in cases where the member is a litigant in the case (a member shall file a copy of the subpoena in the Personnel Office, and, if a case covers more than one (1) day, a certificate of the Clerk of the Court shall be filed that the presence of the member at court for a second day is required); (d) or matters of compelling personal importance requiring the attention of the member during assigned hours of service which the member cannot reasonably be expected to disregard.

- 21.8.6.3 Personal necessity leave will not be granted for purposes of: (a) employee organization (as defined in Government Code Section 3540.1) business activity; (b) work stoppage, work slowdown, or strike; (c) personal convenience or routine personal activities; (d) vacation, holiday, recreation, or social activities; (e) or any concerted activity that interferes with the efficient operation of the District. Before the utilization of personal necessity leave, a member must obtain prior written approval from the appropriate management person, except for cases of (a) and (b) in the second paragraph of this section. Should the circumstances outlined in said (a) and (b) arise, the member shall make every effort to comply with District procedures to enable the District to secure a substitute.
- 21.8.6.4 However, up to two (2) days per year of leave for compelling personal importance may be taken without advance permission of the site administrator, provided adequate advance notice is given to the site administrator.
- 21.8.6.5 Under all circumstances, a member shall verify in writing that the personal necessity leave was used only for purposes set forth in the second paragraph of this subsection. A member will be subject to appropriate discipline if the leave was not used for purposes stated in the member's request for leave and written verification.

#### **21.8.7 Jury Duty**

- 21.8.7.1 Members will be provided leave for regularly called jury duty service when such service requires them to absent themselves from the regular responsibilities of their position. The member is to submit a written request for an approved leave of absence immediately upon receipt of notice of jury duty. Such requests shall be submitted to the member's immediate administrator and an administrator from the Office of Personnel Services. The member, the immediate administrator, and/or an administrator from the Office of Personnel Services may discuss service options.
- 21.8.7.2 It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service. A member while on jury duty leave shall receive the member's established salary, and shall endorse to the District any and all jury fee checks received. The member shall be entitled to all amounts received as reimbursement for mileage.

#### **21.8.8 Infant Care Leave**

- 21.8.8.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to an Adult and Career Education member serving in a weekly assignment of twenty (20) hours or more for prenatal preparation and/or postnatal infant care. The request for an infant care leave shall be sent to the District at least thirty (30) days prior to the effective date of said leave. Such a leave may be granted for the year, or the remainder of the year in which the birth occurs, and the following year.
- 21.8.8.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or the Superintendent's designee after the written request has been received and reviewed.
- 21.8.8.3 If permitted under the terms of the contract between the District and the insurance company, the member shall have the option of remaining an active participant in the health insurance program during the infant care leave by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **21.8.9 Child Adoption Leave**

- 21.8.9.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to an Adult Education member serving in a weekly assignment of twenty (20) hours or more for the purpose of adopting a child. This leave request shall be accompanied by verification of adoption and shall be granted up to no more than one (1) month prior to receiving custody of the child if necessary to fulfill the requirements of the adoption.
- 21.8.9.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or the Superintendent's designee after the written request has been received or reviewed.
- 21.8.9.3 The unpaid leave may be granted for the remainder of the year the child is adopted, and the following year.
- 21.8.9.4 If permitted under the terms of the contract between the District and the insurance company, the member shall have the option of remaining an active participant in the health insurance program during the child adoption leave by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **21.8.10 Sabbatical Leave**

21.8.10.1 Sabbatical leaves may be granted by the Board of Education upon the recommendation of the Superintendent. Such leaves shall be granted for not less than one (1) nor more than two (2) consecutive semesters. No more than six (6) members of the bargaining unit may be granted a sabbatical leave during any one school year.

21.8.10.2 Sabbatical leave may be granted for the following purposes:

- 21.8.10.2.1 Travel on a full-time basis
- 21.8.10.2.2. Independent study on a full-time basis
- 21.8.10.2.3 Formal study on a full-time basis
- 21.8.10.2.4 Work experience related to the member's assignment on a full-time basis
- 21.8.10.2.5 A combination of the above on a full-time basis

*Travel* is considered educational if it results in a significant contribution to professional growth by exposing the participant to new peoples, cultures, environments, experiences and events. Travel plans should be relevant to teaching assignments of the candidate and consistent with the District's goals.

*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 and educational institutions and consistent with the District's goals.

*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 member, or must qualify the applicant for a needed credential or higher degree, must be consistent with the District's goals, and must comprise the minimum number of units for full-time status of the institution the individual is attending.

*Work experience* is a program in which the member engages in work experience activities in a nonpublic school setting. Such activities shall include research and/or work 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, and shall be consistent with the District's goals.

21.8.10.3 Any member of the bargaining unit who has completed seven (7) full years of service in the schools of the Pomona Unified School District shall be eligible to apply for sabbatical leave at the end of each seven (7) year period of service. Leaves are granted, without prejudice, to the salary status of the member of the bargaining unit. A member of the

bargaining unit requesting sabbatical leave shall agree in writing to render a period of service in the employ of the District following the member's return from sabbatical leave which is equal to twice the period of the leave.

- 21.8.10.4 A full year of service is considered to be seventy-five percent (75%) of a school year, excluding absence for illness or other causes.
- 21.8.10.5 The District shall establish procedures for application and selection. Members desiring to be considered for a sabbatical leave shall apply by January 15 of the school year prior to the year for which the leave is requested in accordance with the application and selection procedures established by the District.
- 21.8.10.6 A member of the bargaining unit on sabbatical leave will receive fifty percent (50%) of the member's base salary of the year the member is on sabbatical leave.
- 21.8.10.7 Compensation shall be paid in the same manner as if the applicant were teaching in this School District. The applicant shall furnish to the School District a surety bond of a corporate surety authorized to do business in the State of California, the form to be approved by the Superintendent in an amount equal to the total compensation to be paid to the applicant during said leave of absence, said bond to be conditioned so as to indemnify the District against failure of the applicant to render a period of service in the employ of the District following his or her return from said leave of absence which is equal to twice the period of the leave. Bonds are to be delivered to the Business Office.
- 21.8.10.8 Members on sabbatical leave are eligible for one hundred percent (100%) of the District-provided health and welfare benefit allocation.
- 21.8.10.9 A member of the bargaining unit who is granted sabbatical leave shall receive, when sabbatical leave is completed, such automatic increases in salary rating as would have been received had the member remained in active service and, upon return, shall assume position on the salary scale as if member had not been on leave.
- 21.8.10.10 Not later than six (6) weeks after he or she returns to service, each member returning from sabbatical leave shall submit in writing to the

Superintendent three (3) copies of a detailed evaluation of the member's activities while on leave, showing evidence that he or she has met the objectives stated in the application. A member shall not be considered as having completed the requirements of the sabbatical leave until the report has been reviewed by the Superintendent and approved by the Board of Education. In the event the member did not complete the requirements of the sabbatical leave, the member shall return to the District the full amount of compensation paid during the sabbatical leave.

- 21.8.10.11 A member, while on sabbatical leave, shall not accrue illness or injury leave and shall not be entitled to any other leave of absence. Upon timely notification to the Superintendent of an accident or illness which precludes the member from fulfilling the conditions of the member's sabbatical leave, the member may, upon the approval of the Superintendent, continue on sabbatical leave. Revised requirements of the leave shall be set by mutual agreement of the Superintendent and the member.

Notification of the illness or accident shall be made by registered mail within two (2) weeks after such accident or illness and must include a doctor's verification of the member's state of health.

- 21.8.10.12 The Pomona Board of Education and the Pomona Unified School District shall not be liable for the payment of any compensation or damage arising from the death or injury of any member while on sabbatical leave of absence.

- 21.8.10.13 A member shall be reinstated in the position held by him or her at the time of the granting of the sabbatical leave, except that the member shall be subject to existing transfer policies and regulations.

- 21.8.10.14 Issues arising out of the exercise by the Board and administration of their discretion in granting a sabbatical leave, including the facts underlying their exercise of such discretion, shall not be subject to the Grievance Procedure, Article 6, of this Agreement.

#### **21.8.11 Military Leave**

- 21.8.11.1 Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall make every



effort to prevent their military obligation from conflicting with school duties.

21.8.11.2 Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard, without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from, such duty. A member of the bargaining unit on temporary military leave of absence who has been in the service of the Pomona Unified School District for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation as an employee of the District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

21.8.11.3 Any member of the bargaining unit who enters the active military service of the United States of America or the State of California during any period of national emergency declared by the President of the United States of America, or during any war in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the School District under the provisions of this subsection 21.8.11.3.

21.8.11.4 In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.

#### **21.8.12 Family Care and Medical Leave**

21.8.12.1 Unit members may request family care and medical leave subject to the conditions set forth for such leave in Board policy.

#### **21.8.13 Other Leaves Without Pay**

- 21.8.13.1 Upon the recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, seniority or tenure credit may be granted to an Adult and Career Education member serving in a weekly assignment of twenty (20) hours or more for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the member; campaign for, or service in, an elected public office; or professional study, research, or travel. Such leave, when granted, shall be for a period of one (1) year.
- 21.8.13.2 The application for and granting of such leaves of absence shall be in writing, shall state the purpose for which the leave is requested, and shall be submitted as soon as the need for the leave is known, but in no case, later than May 1 preceding the year for which the leave is requested. In addition, an Adult and Career Education member on such leave shall notify Personnel Services by March 1 of the year for which the leave is granted as to an intent to return to employment in the District. In the event the member fails to notify the Pomona Unified School District of his or her intention to return to work for the District prior to March 1 of the year for which the leave was granted, the member shall be deemed to have resigned from the District.
- 21.8.13.3 Requests for unpaid leaves of absence for less than one (1) year will be considered on an individual basis by the Superintendent or the Superintendent's designee. Such requests shall include the beginning and ending dates of the leave.
- 21.8.13.4 If permitted under the terms of the contract between the District and the insurance company, the member shall have the option of remaining an active participant in the health insurance program during the above leaves by paying to the District the full premium required, in advance, at times mutually agreeable.

#### **21.8.14 Notification of Return to Work**

- 21.8.14.1 Unless otherwise specified in this Article 21, a member on any leave of absence shall notify the appropriate management person of the approximate date the member intends to return to service and verify the exact date as soon as it is known, but in no case, later than 1:30 P.M. of the work day prior to the member's return to service.

21.8.14.2 If a member fails to so notify the appropriate management person in accordance with the provisions of the preceding paragraph and a substitute reports for service, the substitute shall be released. The member shall remain at the work station, and forty percent (40%) of the substitute's daily wage shall be deducted from the daily wage of the member.

#### **21.8.15 Abandonment of Position**

21.8.15.1 Absence of an Adult Education member, whether voluntary or involuntary for three (3) consecutive class sessions without notification to the appropriate management person, shall be deemed to be an automatic resignation from District employment as of the last date on which the member worked and the member's position may be declared vacant.

21.8.15.2 Reinstatement shall be granted if the member makes a satisfactory explanation to the Board as to the cause of the member's absence.

21.9 In the event Adult and Career Education members who are regularly employed in the Adult Education program for more than eighteen (18) hours per week are laid off under the provisions of Education Code Sections 44955 and 44955.5 in accordance with Section 44949, the dates prescribed in each of said sections are hereby extended for a period of one (1) month.

21.10 Adult and Career Education members shall receive compensation in the form of salary on the first working day of each month except with respect to compensation for the summer session. APT and the District shall meet each spring to determine payroll dates for compensation for the summer session from among those possible payroll dates identified by the county office.

#### **21.11 Work Year Credit for STRS Purposes**

21.11.1 The following provision defines the work year for STRS credit purposes only, and is subject to obtaining STRS approval:

Adult and Career Education, and ROP: 1,092 hours in any ten (10) month period between the start of traditional school year in the fall to June 30.

### **Article 22: SUMMER RECESS**

22.1 Members who are employed during the summer recess are covered by all the articles of this Agreement, with the exception of:

22.1.1 Article 7, *Payroll Deductions*

22.1.2 Article 8, *Health and Welfare Benefits*

- 22.1.3 Article 9, *Compensation*
- 22.1.4 Article 10, *Hours of Employment*
- 22.1.5 Article 11, *Transfers*
- 22.1.6 Article 12, *Class Size*
- 22.1.7 Article 13, *Evaluation Procedures*
- 22.1.8 Article 17, *Professional Growth*
- 22.1.9 Article 19, *Procedures for Personnel Reduction*
- 22.1.10 Article 20, *Organizational Security*
- 22.1.11 Article 21, *Adult and Career Education Members*
- 22.1.12 Article 14, *Leave Provisions* (the following sections only):
  - 22.1.12.1 Section 14.2, *Illness and Injury Leave*
  - 22.1.12.2 Section 14.3, *Extended Illness and Injury Benefits*
  - 22.1.12.3 Section 14.4, *Pregnancy Disability Leave*
  - 22.1.12.4 Section 14.8, *Personal Necessity Leave*
  - 22.1.12.5 Section 14.9, *Sabbatical Leave*
  - 22.1.12.6 Section 14.10, *Personal Leave - Foreign or Military Teaching Program*
  - 22.1.12.7 Section 14.12, *Personal Leave - Travel or Work Program*
  - 22.1.12.8 Section 14.13, *Infant Care Leave*
  - 22.1.12.9 Section 11.14, *Child Adoption Leave*
  - 22.1.12.10 Section 14.15, *Military Leave*
  - 22.1.12.11 Section 14.19, *Other Leaves Without Pay*
- 22.2 Members of the bargaining unit who are employed as classroom teachers during the summer recess shall be paid an hourly rate based on .001 of the factor step of the member's appropriate class on the base salary schedule in effect on the first day of the summer school.
- 22.3 Each member who is employed as a classroom teacher during the summer recess shall be at his or her work location and responsible for instructional and other assigned duties for the number of hours for which the member is paid.
- 22.4 Members who teach full-time for the full term of summer school will earn one (1) day of sick leave which, if not used, shall be added to the member's accumulated leave for illness and injury.
- 22.5 Teachers requesting assignment to summer programs that will serve at-risk students shall, as a condition of participation in the Staff Selection Rotation plan at Section 6, have completed appropriate professional development in the subject matters, as determined by the District.

Teachers requesting assignment to summer programs that are mandatory for students shall have satisfactorily completed the training, application, and interview process, e.g., Discover Reading or Project Read, or alternative District-designated

programs and shall meet the school site's availability requirements for service during the school year.

## **22.6 Staff Selection: Rotation Plan**

- 22.6.1 Teachers in each school building are to be given priority on the positions at the school. Those teachers who taught the first of a two (2) year consecutive term shall be selected first.
- 22.6.2 Next considered in the order of seniority will be those teachers who have not taught summer school previously, but who have been with the District for more than two (2) years.
- 22.6.3 Next considered will be those teachers who have not taught summer school for the last two (2) years. Those who taught summer school least recently will be assigned first.
- 22.6.4 Next considered in order of seniority will be those teachers who have not taught summer school and who have been with the District two (2) years or less.
- 22.6.5 Next considered will be those teachers who did not teach summer school the previous year.
- 22.6.6 After all school site personnel who wish to be considered have been assigned, then applicants not having a school assignment will be considered.
- 22.6.7 Ability to teach any special courses that have been decided by the school administration staff may be considered ahead of other priorities.
- 22.6.8 Any applications filed after the deadline will be considered only after all other applicants have been placed.
- 22.6.9 A teacher who has not yet signed a contract for the next school year may not be selected for summer school unless there are District contingencies which have prevented the teacher from receiving the contract, or unless there are no other applicants.

## **Article 23: SAFETY CONDITIONS OF EMPLOYMENT**

- 23.1 It is the responsibility of members of the bargaining unit to be alert in observing dangerous conditions, to make corrections within the scope of their authority, and to report these conditions to persons having safety inspection responsibility.
- 23.2 Reasonable effort will be made to eliminate unsafe or hazardous conditions that endanger the health, safety, or well-being of members.

- 23.2.1 If the temperature reaches 93 degrees by 11:00 am on two (2) consecutive days in areas where students are receiving instruction, or fails to reach, **or falls below 60 degrees by 11:00 am, students and teachers shall be removed to a cooler/warmer area for instruction.**

### **23.3 Reimbursement for Theft and Vandalism**

- 23.3.1. The District will reimburse unit members for loss of personal property or equipment used for instructional purposes when the following conditions are met:
- 23.3.1.1 The loss must be due to theft or vandalism at the school site and not due to the negligence of the unit member.
  - 23.3.1.2 The site administrator must provide prior approval in writing regarding:
    - 23.3.1.2.1 The use of the equipment and/or property for instructional purposes;
    - 23.3.1.2.2 The estimated value and description of the equipment and/or property; and
    - 23.3.1.2.3 The period of time the equipment and/or property is expected to be on site.
  - 23.3.1.3 The maximum amount of reimbursement shall be \$200.00 per article, or an aggregate of \$600.00 per individual in any incident.
  - 23.3.1.4 The unit member must file or assist in filing the appropriate police report.
  - 23.3.1.5 Specifically excluded from this provision is damage to automobiles and personal effects, which are included in Board Policy 4156.3.
- 23.4 Child Development teachers are not responsible for providing maintenance or custodial services to address health or safety concerns. Unit members shall immediately notify their supervisors of any health or safety concern in the school setting, and shall take immediate steps to assure student safety in light of such concern.
- 23.5 Only health care professionals or trained volunteers of the bargaining unit shall provide specialized health care services.

### **Article 24: RESERVED**

### **Article 25: CONCERTED ACTIVITIES**

- 25.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing on property owned or operated by

the District, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the requests of other labor organizations to engage in such activity.

25.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including all members of the bargaining unit to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by members of the bargaining unit, the Association agrees in good faith to take all necessary steps to cause those members to cease such action.

25.3 It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by State law from any member of the bargaining unit and/or the Association.

25.4 Provided there is no violation of this Article 25, the District will not lock out the members of the bargaining unit.

#### **Article 26: SAVINGS PROVISIONS**

If any provision of this Agreement, or any application thereof to any member of the bargaining unit, is held to be contrary to or inconsistent with law by the final decision of a court of competent jurisdiction, such provision will be deemed invalid to the extent required by such a decision, but all other provisions will continue in full force and effect. Upon request of either party, a meeting will be held to discuss the impact of the decision.

#### **Article 27: SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. Therefore, it is agreed that the District and the Association will support this Agreement for the term and, during that period, will not seek change or improvement in any terms of this Agreement, except as provided in Article 29, *Completion of Meet and Negotiation*. The provisions of this Article 27 do not preclude the parties from presenting proposals for successor agreements in accordance with the provisions of this Agreement.

#### **Article 28: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures, and over State laws to the extent permitted by State law, and that in the absence of specific provisions of this Agreement, such policies, practices and procedures are discretionary with the District.

#### **Article 29: COMPLETION OF MEET AND NEGOTIATION**

- 29.1 Except as provided below and in Article 24, *Negotiations Procedures*, during the term of this Agreement the parties specifically waive and relinquish the right to meet and negotiate, and agree that neither shall be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 29.2 In the event incentive funds are provided by the State Legislature to implement and/or augment educational programs, the District and the Association, upon mutual consent, agree to negotiate the impact of such legislation, if any, on terms and conditions of this Agreement. In the event the District and the Association are unable to reach agreement concerning negotiations provided for in this Section 2, the then existing provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
- 29.3 Either party may reopen negotiations in the event that new legislation on educational reform measures is passed that impacts negotiable terms or conditions of employment. Such reopeners include, but are not limited to, any new legislation pertaining to the extension of the school day or year.

### **Article 30: MISCELLANEOUS PROVISIONS**

- 30.1 Any individual contract of employment between the Board and an individual member of the bargaining unit heretofore executed under the terms of which the member is employed in a position specified in Article 1, Recognition, hereof, shall be consistent with the terms and conditions of this Agreement.
- 30.2 Each party to this Agreement intends to interpret and apply the provisions of this Agreement in a reasonable manner.
- 30.3 Within thirty (30) days of ratification of the Agreement by both parties, the District shall have 2,500 copies prepared, 1,900 of which shall be delivered to the Association for distribution to each present and future member of the bargaining unit. The expense shall be shared equally between the Association and the District.
- 30.4 The District shall have the discretion to develop a Guidance and Counseling Internship Program in consultation with the Association. The intern would be in a supporting role to a fully credentialed counselor. Prior to filling the position with an intern, the District shall fly the position of "counselor."
- 30.5 The District has the responsibility to provide fully credentialed counselors at the middle school level.
- 30.6 The District and the Association believe that since our bargaining unit members serve as role models, they should maintain professional standards of dress and grooming. Bargaining unit members, during school hours, will wear clothing that demonstrates



a high regard for education and presents an image consistent with job safety and responsibilities.

- 30.7 Elementary teachers shall schedule parent conferences commencing with the fourth day of conference week, and shall provide their conference schedule to the principal at least two (2) school days before the beginning of conference week. Elementary teachers may utilize the first two (2) days of the conference week to prepare the progress reports. Teachers may print out their own progress reports.

Whenever it becomes evident to a teacher that a pupil is in danger of failing a course or subject, or if receiving an unsatisfactory or needs improvement, the teacher shall conference with, or provide a written report to, the parent(s) of the pupil.

- 30.8 Department Chairpersons (high school) and Unit Leaders (elementary and secondary) shall collaborate with the school administration to provide leadership in the organizational area assigned. These leadership positions will contribute to the effective operation of the organizational area assigned by seeking input from department/grade level members in order to promote a climate for staff conducive to the highest possible achievement of educational goals.

- 30.8.1 For the selection of Department Chairpersons (high school) and Unit Leaders (elementary and secondary), the District will establish a selection process that includes the following:

30.8.1 Establishment of criteria by the District for both of the special assignments identified above upon which selections will be based

30.8.2 Using the established criteria, bargaining unit members in a department or grade level at the school shall recommend a candidate or candidates

30.8.3 The principal will make the final selections, including consideration of the criteria and input provided during the process. The principal may exercise his/her discretion and appoint another member willing to assume the position.

30.8.4 A bargaining unit member who is recommended by his/her department or grade level at the school but not selected by the principal may request a meeting with the principal. The purpose of the meeting is for the principal to provide constructive feedback to the member to help the member better understand why s/he was not selected and how his/her future prospects for selection can be improved.

## **Article 31: SITE COMMITTEE STRUCTURE**

### **31.1 Establishment**

31.1.1 The Board of Education of Pomona Unified School District and APT shall establish by this Article 31 a program for participatory decision-making in existing or previously established committees at each site in the following areas:

Discipline procedure/policy  
Establishment of site activities calendar  
01 fund site allocation per ADA

31.1.2 The decision to implement the Site Committee Structure shall be determined by 2/3 vote of bargaining unit members at each school site. Such election shall be conducted by the APT representatives at each site during the spring of each year.

### **31.2 Composition of Committees**

31.2.1 Elected bargaining unit members shall comprise fifty percent (50%) plus one (1) of each committee or committees in existence or established in the areas enumerated in Section 1 of this Article 31. Such bargaining unit members shall be elected by the bargaining unit members at each site, and the elections shall be conducted by the APT representatives at each site.

The remaining committee positions shall be filled by appointment. Such appointments shall comprise 50% minus 1 of each committee and be made at the discretion of the site administrator.

31.2.2 The chairperson of each committee shall be elected by the total body of members elected or appointed to each committee.

### **31.3 Decision-Making**

31.3.1 The committee or committees established or existing for purposes of Article 31, Section 1, shall have the authority to make decisions only on matters within the purview of each individual committee or committees by consensus. At the request of the Site Committee Chairperson, the District shall provide reasonable training, which may be necessary for the purpose of facilitating consensus decision-making.

31.3.2 In the event consensus cannot be reached at the site a Site Committee Structure Review Committee comprised of two (2) District level administrators and two (2) representatives appointed by APT shall attempt to reach agreement on the issue, which is the subject of review. In the event consensus is not reached at this level, the matter will not be decided.

## **Article 32: DURATION OF AGREEMENT**

32.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2022, and thereafter shall continue in effect year-to-year unless one of the parties notifies the other in writing no later than August 15 of any succeeding school year, of its request to modify, amend, or terminate the Agreement.

Either the District or the Association may annually request, by written notice of intent given by August 15 of any year of this Agreement, that reopener negotiations commence on or after October 1 of the same year regarding Articles 8 (Health and Welfare Benefits), 9 (Compensation), 12 (Class Size), and/or any two (2) other articles with the exception that, for the 2019-2020 school year, the Parties may submit reopeners on or before February 1, 2020.

32.2 The following signatures indicate that this Agreement has been ratified by the Association and by the District on January 15, 2020.

**ASSOCIATED POMONA TEACHERS**

**POMONA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Dorothy Kim  
APT President

\_\_\_\_\_  
Adrienne Konigar-Macklin  
President

\_\_\_\_\_  
Danielle Rasshan  
Bargaining Chair

\_\_\_\_\_  
Andrew Wong  
Vice President

\_\_\_\_\_  
Denise Dunn  
APT Bargaining Member

\_\_\_\_\_  
Frank Guzman  
Member

\_\_\_\_\_  
Ken Lambright  
APT Bargaining Member

\_\_\_\_\_  
Dr. Roberta Perlman  
Member

\_\_\_\_\_  
Erin Jackson  
APT Bargaining Member

\_\_\_\_\_  
Dr. Jason Rothman  
Member

\_\_\_\_\_  
Monica Merrill  
APT Bargaining Member

\_\_\_\_\_  
Richard Martinez  
Superintendent and Secretary to  
Board of Education

\_\_\_\_\_  
Chester Tadeja  
APT Bargaining Member

\_\_\_\_\_  
Phyllis Peters  
CTA Consultant

# APPENDICES

**Base Salary Schedule - Teachers  
188 Working Days**

BASE SALARY SCHEDULE  
POMONA UNIFIED SCHOOL DISTRICT  
TEACHERS' SALARIES BY COLUMN AND STEP (Regular Positions - 188 Working Days)  
7-1-19 thru 6-30-20

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	47,444	47,444	49,572	55,803	58,876	61,951
2	49,331	49,331	51,538	55,803	58,876	61,951
3	51,216	51,216	53,509	55,803	58,876	61,951
4	53,098	53,098	55,477	57,852	61,135	64,408
5	54,985	54,985	57,435	59,902	63,386	66,870
6		56,867	59,409	61,951	65,644	69,337
7		58,758	61,380	64,002	67,894	71,788
8		60,643	63,346	66,050	70,145	74,251
9		62,530	65,310	68,096	72,404	76,714
10		64,408	67,281	70,145	74,659	79,168
11		66,297	69,248	72,196	76,915	81,629
12				74,248	79,168	84,084
13				74,248	81,422	86,544
14				74,248	81,422	89,003
15				74,248	81,422	91,461
16				77,960	85,493	96,034
17				77,960	85,493	96,034
18				77,960	85,493	96,034
19				77,960	85,493	96,034
20				77,960	85,493	96,034
21				80,300	88,058	98,916
22				80,300	88,058	98,916
23				80,300	88,058	98,916
24				80,300	88,058	98,916
25				80,300	88,058	98,916
26				82,708	90,699	101,883
27				82,708	90,699	101,883
28				82,708	90,699	101,883
29				82,708	90,699	101,883
30				82,708	90,699	101,883
31*				85,190	93,421	104,940
Factor Step	40,985	40,985	43,041	45,086	47,547	50,008

The annual salary for teachers on this salary schedule who possess a valid teaching credential and a Baccalaureate or higher degree and who receive a salary paid from the District's General Fund, shall receive not less than \$34,000 provided the District receives reimbursement for same under Education Code Section 45023.1. Appropriate reductions shall be made should the District not receive full funding under the law. Members with 25 or more years of service will be eligible for a longevity stipend after the conclusion of their final year of employment with PUSD provided they have tendered an irrevocable letter of resignation at least ten (10) months (on or before Sept. 30) of the year in which the member plans to retire.

**CLASSIFICATION QUALIFICATIONS**

Column A\* - Emergency Credential.

Column I - Bachelor's Degree - Designated Subjects

Column II - Preliminary credential including Bachelor's Degree or Intern credential\*\* including Bachelor's Degree or OYNR (Bachelor's Degree plus Out of State Credential)

Column III - Bachelor's Degree plus 30 semester units including a Preliminary Credential, or General Secondary Credential, or Standard Teaching Credential (clear), or Single Subject Credential (clear), or Multiple Subject Credential (clear).

Column IV - Same as Column III plus 45 semester units.

Column V - Same as Column III plus 60 semester units. Master's Degree Required.

\* An employee may not advance beyond Column A without a proper clear or Intern Credential or Preliminary Credential.

Base Salary Schedule - High School Counselor  
203 Working Days

POMONA UNIFIED SCHOOL DISTRICT  
HIGH SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 203 Working Days)  
7-1-19 thru 6-30-20

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	53,438	53,438	55,831	62,851	66,313	69,774
2	55,563	55,563	58,048	62,851	66,313	69,774
3	57,685	57,685	60,267	62,851	66,313	69,774
4	59,806	59,806	62,485	65,161	68,856	72,544
5	61,932	61,932	64,690	67,470	71,392	75,316
6		64,051	66,915	69,774	73,934	78,096
7		66,183	69,133	72,086	76,470	80,857
8		68,302	71,348	74,393	79,006	83,630
9		70,427	73,560	76,699	81,549	86,403
10		72,544	75,781	79,006	84,088	89,167
11		74,672	77,993	81,318	86,630	91,938
12				83,626	89,167	94,706
13				83,626	91,708	97,474
14				83,626	91,708	100,245
15				83,626	91,708	103,014
16				87,807	96,294	108,164
17				87,807	96,294	108,164
18				87,807	96,294	108,164
19				87,807	96,294	108,164
20				87,807	96,294	108,164
21				90,441	99,182	111,409
22				90,441	99,182	111,409
23				90,441	99,182	111,409
24				90,441	99,182	111,409
25				90,441	99,182	111,409
26				93,154	102,158	114,752
27				93,154	102,158	114,752
28				93,154	102,158	114,752
29				93,154	102,158	114,752
30				93,154	102,158	114,752
31+				95,948	105,222	118,195
Factor Step	46,163	46,163	48,478	50,781	53,551	56,324

The annual salary for counselor on this salary schedule who possess a valid credential and a Baccalaureate or higher degree and who receive a salary paid from the District's General Fund, shall receive not less than \$34,000 provided the District receives reimbursement for same under Education Code Section 45023.1. Appropriate reductions shall be made should the District not receive full funding under the law. Members with 25 or more years of service will be eligible for a longevity stipend after the conclusion of their final year of employment with PUSD provided they have tendered an irrevocable letter of resignation at least ten (10) months (on or before Sept. 30) of the year in which the member plans to retire.

CLASSIFICATION QUALIFICATIONS

- Column A\* - Emergency Credential. Column IV - Same as Column III plus 45 semester units.
- Column I - Bachelor's Degree - Designated Subjects Column V - Same as Column III plus 60 semester units. Master's Degree Required.
- Column II - Preliminary credential including Bachelor's Degree or Intern credential\*\* including Bachelor's Degree or OYNR (Bachelor's Degree plus Out of State Credential)
- Column III - Bachelor's Degree plus 30 semester units including a Preliminary Teaching Credential, or General Secondary Credential, or Standard Teaching Credential (clear), or Single Subject Credential (clear), or Multiple Subject Credential (clear), or Professional clear Credential or Appropriate Services Credential. \* An employee may not advance beyond Column A without a proper clear or Intern Credential or Preliminary Credential.  
\*\* Effective 09-01-01

Base Salary Schedule - Middle School Counselor  
198 Working Days

MIDDLE SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 198 Working Days)  
7-1-19 thru 6-30-20

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	52,103	52,103	54,437	61,282	64,655	68,032
2	54,173	54,173	56,597	61,282	64,655	68,032
3	56,243	56,243	58,759	61,282	64,655	68,032
4	58,312	58,312	60,924	63,531	67,135	70,730
5	60,382	60,382	63,072	65,781	69,607	73,433
6		62,448	65,242	68,032	72,085	76,143
7		64,527	67,404	70,282	74,559	78,835
8		66,593	69,564	72,534	77,032	81,540
9		68,667	71,720	74,781	79,510	84,244
10		70,730	73,887	77,032	81,987	86,937
11		72,805	76,044	79,284	84,464	89,641
12				81,533	86,937	92,337
13				81,533	89,416	95,037
14				81,533	89,416	97,739
15				81,533	89,416	100,439
16				85,609	93,887	105,460
17				85,609	93,887	105,460
18				85,609	93,887	105,460
19				85,609	93,887	105,460
20				85,609	93,887	105,460
21				88,178	96,704	108,624
22				88,178	96,704	108,624
23				88,178	96,704	108,624
24				88,178	96,704	108,624
25				88,178	96,704	108,624
26				90,823	99,604	111,883
27				90,823	99,604	111,883
28				90,823	99,604	111,883
29				90,823	99,604	111,883
30				90,823	99,604	111,883
31+				93,548	102,592	115,240
Factor Step	45,007	45,007	47,267	49,512	52,214	54,917

The annual salary for counselor on this salary schedule who possess a valid credential and a Baccalaureate or higher degree and who receive a salary paid from the District's General Fund, shall receive not less than \$34,000 provided the District receives reimbursement for same under Education Code Section 45023.1. Appropriate reductions shall be made should the District not receive full funding under the law. Members with 25 or more years of service will be eligible for a longevity stipend after the conclusion of their final year of employment with PUSD provided they have tendered an irrevocable letter of resignation at least ten (10) months (on or before Sept. 30) of the year in which the member plans to retire.

CLASSIFICATION QUALIFICATIONS

Column A\* - Emergency Credential.

Column I - Bachelor's Degree - Designated Subjects

Column II - Preliminary credential including Bachelor's Degree or Intern credential\*\* including Bachelor's Degree or OYNR (Bachelor's Degree plus Out of State Credential)

Column III - Bachelor's Degree plus 30 semester units including a Preliminary Credential, or General Secondary Credential, or Standard Teaching Credential (clear), or Single Subject Credential (clear), or Multiple Subject Credential (clear),

Column IV - Same as Column III plus 45 semester units.

Column V - Same as Column III plus 60 semester units. Master's Degree Required.

\* An employee may not advance beyond Column A without a proper clear or Intern Credential or Preliminary Credential.

Adult & Career Education/ROP Base Salary Schedule

BASE SALARY SCHEDULE  
 POMONA UNIFIED SCHOOL DISTRICT  
 ADULT & CAREER EDUCATION/ROP SALARY SCHEDULE  
 7-1-19 thru 6-30-20

STEP	COLUMN I Preliminary	COLUMN II Preliminary	COLUMN III Clear	COLUMN IV Clear	COLUMN V Clear
1st	\$35,208	\$36,597	\$38,476	\$40,358	\$42,222
2nd	37,442	38,851	40,731	42,596	44,477
3rd	39,118	40,238	43,068	44,949	47,286
4th		44,477	45,109	47,200	48,476
5th			47,286	48,476	49,659

CLASSIFICATION QUALIFICATIONS

- |              |   |             |  |
|--------------|---|-------------|--|
| Column I -   | Appropriate Preliminary credential.   | Column IV - | Same as Column III plus 45 graduate semester units including Master's Degree |
| Column II -  | Appropriate Preliminary credential plus 45 semester units (undergraduate), or Appropriate Preliminary credential plus Bachelor's Degree           | Column V -  | Same as Column III plus 60 graduate semester units including Master's Degree |
| Column III - | Appropriate Clear credential required plus Bachelor's Degree and 30 graduate semester units, or Appropriate Clear credential plus Master's Degree |             |  |

Substitute Rate: Step 1 Column I  
 In-Service Rate: \$25.00  
 Curriculum Dev: Step 1 of employees Column



## Child Development Certificated Salary Schedule

POMONA UNIFIED SCHOOL DISTRICT  
CHILD DEVELOPMENT CERTIFICATED SALARY SCHEDULE  
Effective 7-1-19 thru 6-30-20

The following positions and respective salaries are contingent upon the availability of project funding. The District, therefore, reserves the right to revise them in accordance with funding limitations.

	(A) Provisional Emergency Children's Center Permit	(B) Regular Children's Center Permit with less than a B.A.	(C) Regular Children's Center Permit with B.A. or Clear Elementary Teaching Credential	(D) B.A. plus 15 semester units	(E) B.A. plus 30 semester units
<hr/>					
I.					
188 Working Days	\$37,338	\$40,067	\$41,486	\$42,983	\$44,536
(8 hours per day)	38,634	41,486	42,983	44,536	46,119
	40,067	42,983	44,536	46,119	47,784
	41,486	44,536	46,119	47,784	49,424
	42,983	46,119	47,784	49,424	51,050
		47,784	49,424	51,050	52,839
		49,424	51,050	52,839	54,688
<hr/>					
II.					
220 Working Days	\$43,696	\$46,887	\$48,547	\$50,304	\$52,117
(8 hours per day)	45,211	48,547	50,304	52,117	53,968
	46,887	50,304	52,117	53,968	55,919
	48,547	52,117	53,968	55,919	57,838
	50,304	53,968	55,919	57,838	59,740
		55,919	57,838	59,740	61,833
		57,838	59,740	61,833	63,997

Effective: 7-1-86 -- 10 yrs of credited service with the District = 2% longevity.  
Effective: 7-1-91 -- 15 yrs of credited service with the District = 3% longevity.

**Intervention Teacher Salary Schedule  
188 Working Days**

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

	(A) Appropriate Credential	(B) Appropriate Credential Advanced Degree	(C) Appropriate Credential plus 60 Graduate Units Including Advanced Degree
<hr style="border-top: 1px dashed black;"/>			
I. INTERVENTION TEACHER	59,890	63,386	66,870
TLC TEACHER			
10 Months -- 188 Working Days			
<hr style="border-top: 1px dashed black;"/>			

**Intervention Specialist Salary Schedule  
199 Working Days**

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

	(A) Appropriate Credential	(B) Appropriate Credential Advanced Degree	(C) Appropriate Credential plus 60 Graduate Units Including Advanced Degree
II. INTERVENTION SPECIALIST	65,633	69,545	73,460
11 Months -- 199 Working Days			

Teacher Specialist/Teaching Teacher Specialist  
199 Working Days

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

		(A)	(B)	(C)
	Step	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree
<hr/>				
I. TEACHER SPECIALIST	1	87,115	89,465	90,798
	2	88,856	91,256	92,614
TEACHING/TEACHER SPECIALIST	3	90,636	93,081	94,466
	4	92,446	94,942	96,355
	5	94,294	96,840	98,283
	6	94,294	96,840	98,283
	7	94,294	96,840	98,283
	8	94,294	96,840	98,283
	9	94,294	96,840	98,283
	10	94,294	96,840	98,283
	11	94,294	96,840	98,283
	12	94,294	96,840	98,283
	13	94,294	96,840	98,283
	14	94,294	96,840	98,283
	15	94,294	96,840	98,283
	16	99,009	101,682	103,197
	17	99,009	101,682	103,197
	18	99,009	101,682	103,197
	19	99,009	101,682	103,197
	20	99,009	101,682	103,197
	21	101,979	104,732	106,293
	22	101,979	104,732	106,293
	23	101,979	104,732	106,293
	24	101,979	104,732	106,293
	25	101,979	104,732	106,293
	26	105,039	107,874	109,481
	27	105,039	107,874	109,481
	28	105,039	107,874	109,481
	29	105,039	107,874	109,481
	30	105,039	107,874	109,481
	31+	108,190	111,110	112,765

11 Months --199 Working Days

**Teacher Specialist/Nurse Specialist  
220 Working Days**

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

	Step	(A) Appropriate Credential	(B) Appropriate Credential Advanced Degree or Successful Application to, and Appropriate Progress toward, Completion of National Board Certification	(C) Appropriate Credential or 60 Graduate Units Including Advanced Degree or National Board Certification
II. TEACHER SPECIALIST  NURSE SPECIALIST	1	96,446	99,051	100,522
	2	98,376	101,033	102,534
	3	100,343	103,054	104,585
	4	102,353	105,114	106,677
	5	104,399	107,218	108,810
	6	104,399	107,218	108,810
	7	104,399	107,218	108,810
	8	104,399	107,218	108,810
	9	104,399	107,218	108,810
	10	104,399	107,218	108,810
	11	104,399	107,218	108,810
	12	104,399	107,218	108,810
	13	104,399	107,218	108,810
	14	104,399	107,218	108,810
	15	104,399	107,218	108,810
	16	109,620	112,579	114,251
	17	109,620	112,579	114,251
	18	109,620	112,579	114,251
	19	109,620	112,579	114,251
	20	109,620	112,579	114,251
	21	112,908	115,956	117,678
	22	112,908	115,956	117,678
	23	112,908	115,956	117,678
	24	112,908	115,956	117,678
	25	112,908	115,956	117,678
	26	116,295	119,435	121,208
	27	116,295	119,435	121,208
	28	116,295	119,435	121,208
	29	116,295	119,435	121,208
	30	116,295	119,435	121,208
	31+	119,785	123,018	124,845

12 Months -- 220 Working Days

LANGUAGE SPEECH SPECIALIST  
188 WORKING DAYS

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

(A)

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I. LANGUAGE SPEECH SPECIALIST	1	80,000
	2	84,000
	3	88,000
	4	92,000
	5	96,000
	6	100,000
	7	104,000
	8	108,000
	9	112,000
	10	116,000

10 Months -- 188 Working Days

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Factor Step	64,620
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SCHOOL PSYCHOLOGIST  
193 WORKING DAYS

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
Effective 7-1-19 thru 6-30-20

(A)

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I. SCHOOL PSYCHOLOGIST	1	76,247
	2	78,222
	3	80,308
	4	82,449
	5	85,747
	6	89,177
	7	92,744
	8	96,454
	9	100,312
	10	104,325
	11	108,498
	12	112,837
	13	117,351
	14	122,045
10 Months -- 193 Working Days		
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Factor Step		61,589
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SALARY SCHEDULE

Extra Pay for Special Assignments for Members  
of the Bargaining Unit

I. The following members of the bargaining unit with special assignments shall be paid according to the individual's position on the Base Salary Schedule in effect times the factor indicated below. These members shall serve the number of days specified in Article 10, Section 1.

<u>Position</u>	<u>Factor</u>
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II. The following members of the bargaining unit with special assignments shall be paid according to the individual's position on the Base Salary Schedule in effect, plus an extra payment in the amount of the factor step of Class I of the Base Salary Schedule in effect times the factor specified below. These members shall serve for the number of days specified for "all other members of the bargaining unit" in Article 10, Section 1.

<u>Position</u>	<u>Factor</u>
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Effective 2-1-07:

Teacher, Reading, Miller-Unruh	0.035
Teacher, Special Day Class, Mild to Moderate	0.055
Teacher, Special Day Class, Moderate to Severe	0.100
Teacher, Physical Education, Adapted	0.055
Specialist Teacher, Speech and	0.055
School Nurse Practitioner	0.055
Teacher, Resource Specialist Program	0.055
Teacher, Elementary/Secondary, Bilingual, serving in a designated bilingual classroom with a credential or certificate authorizing service in a bilingual classroom. (Teachers serving on an intern credential, waiver, or emergency permit are not entitled to receive pay at the factor rate for service in any bilingual assignment.)	0.055
Elementary Teachers Teaching Combination Classes	0.040

Payment for the following senior high school athletic coaching assignments and middle school coaching assignments and activity assignments shall be made in the amount of the factor indicated below times Class I of the factor step of the Teachers' Salary Schedule. Payment shall be made at the end of the coaching/other coaching assignments. Compensation provided for coaches in this



Appendix shall be the only compensation paid to members of the bargaining unit for their services performed in the positions listed in this Appendix. Unit members shall not be entitled to any health and welfare benefit allocation by reason of their employment in such positions. Stipends shall be prorated in the event that a coach is unable to complete his/her assignment.

Position

Athletic Trainer, Fall Sports:	\$4,500
Athletic Trainer, Winter Sports:	\$4,000
Athletic Trainer, Spring Sports:	\$4,000

**Badminton**

Head Varsity	0.1
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**Basketball**

Head Varsity	0.125
Junior Varsity	0.100
Sophomore	0.100
Freshman	0.100

**Baseball**

Head Varsity	0.125
Junior Varsity	0.100
Freshman	0.100

**Track**

Head Varsity	0.125
Cross country, Junior Varsity	0.100

**Football**

Head Varsity	0.150
Asst. Varsity (2)	0.125
Head Sophomore	0.125
Asst. Sophomore	0.100
Head Freshman	0.125
Asst. Freshman	0.100

**Golf**

Head Varsity	0.125
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**Gymnastics**

Head Varsity	0.1
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**Soccer**

Head Varsity	0.125
Junior Varsity	0.100
Freshman	0.100

Softball

Head Varsity	0.125
Junior Varsity	0.100

Tennis

Head Varsity	0.125
Junior Varsity	0.100

**Track**

Head Varsity	0.125
Junior Varsity	0.100

**Volleyball**

Head Varsity	0.125
Junior Varsity	0.100

**Wrestling**

Head Varsity	0.125
Junior Varsity	0.100
Middle School Coach	0.033
Middle School Athletic Director	0.065
Intramural sports	\$250 per semester

High school coaches will receive the following weekly pay for post season (CIF) play:

Coaching position	Team Sport	Individual Sport
Head Coach	\$250	\$150
Assistant Coach	\$100	\$75

The following are considered team sports: football, basketball, softball, baseball, volleyball and soccer. When a member takes both individuals and the team to CIF the members shall receive the Team Sport amount. Head coaches are allowed to promote freshman coaches up to support the varsity teams during post season play. Those coaches shall receive the post season compensation. The post season amount shall be prorated based on the percentage of the stipend.

Individual sports are golf, track, cross country, wrestling, and tennis.

**Other Coaching Assignments**

The following are annual advising coaching assignments.

Assistant Varsity	0.100
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Service for less than a full school year shall be compensated at a pro-rated stipend.

Academic Coach	0.100
Band Director, High School (per semester)	0.100
Newspaper	0.100
Rally Advisor, High School (per semester)	0.100
Drill Team	0.100
Vocal Music Director	0.100
Yearbook Advisor	0.100
Drama Coach	0.075
Speech Coach	0.075
Technical Drama Coach	0.075

Effective on August 1, 2017 the Drama and Speech Coach Stipends shall be increased from 0.075 to 0.100. Terms and conditions for payment and proration apply consistent with all other athletic coaching and activity assignments.

Effective July 1, 2017 establish an intervention stipend in the amount of \$1050.00 for the purposes of providing intervention for targeted students in groups (identified by Late-Start Friday activities) of no fewer than 10 students and no more than 20.

The intervention stipend requires participating teachers to provide targeted intervention for not less than 15 hours per quarter. The intervention shall be scheduled outside the regular professional day.

Members of the bargaining unit who teach a bilingual class under a State Bilingual Waiver for a full school year may receive up to \$100 per year as reimbursement for actual and necessary expenses incurred for tuition, course or test fees expended in connection with courses required for obtaining the Bilingual Cross-Cultural Credential.

In order to receive reimbursement, the bargaining unit member must provide the District with receipts for, or other acceptable verification of, the expenses incurred.

- III. For services for the full period specified in Article 10, Section 1, for "all other members of the bargaining unit," members holding the following positions shall be paid according to the individual's position on the salary schedule in effect, plus the stipend specified below:

<u>Position</u>	<u>Stipend</u>
Resource	
Teacher, Bilingual Education,	\$500
Categorical Teacher, Chapter 1, Categorical	\$500
Teacher, Guidance	\$500
Teacher, Language Arts, Categorical	\$500
Teacher, Mathematics, Categorical	\$500
Teacher, Migrant Education, Categorical	\$500
Teacher, Mobile Computer Laboratory	\$500
Teacher, State and Federal, Categorical	\$500
Teacher, Bilingual, Cross-cultural	\$500
Other Positions	
Facilitator, GATE, Secondary	\$500
Facilitator, Multicultural	\$250
Unit Leader, Elementary and Secondary	\$500
High School, Department Chairpersons:	
1-3 Department members:	\$750
4-6 Department members:	\$1,000
7-10 Department members:	\$1,250

11-15 Department members:	\$1,500
16 or more Department members:	\$1,750

Service of a unit member within a department shall be prorated for purposes of the computation of the department chairperson's stipend. For example, if a department member teaches two periods of mathematics and three periods of science, the member shall be counted as forty percent of a full-time department member for mathematics and sixty percent of a full-time department member for science.

IV. Except as provided in subsection B hereof, certificated personnel assigned by specific Board action to serve on ad hoc curriculum committees, or to develop material on an individual basis and whose required services are outside of normal duty hours will be paid for the hours specified by Board action at an hourly rate based on .001 of the factor step of the member's class on the Base Salary Schedule in effect at the time service is begun.

A. Certificated Adult and Career Education personnel assigned by specific Board action to serve on ad hoc curriculum committees, or to develop material on an individual basis and whose required services are outside of normal duty hours will be paid for the hours specified by Board action at an hourly rate based on Step 1 of the member's class on the Adult Education Salary Schedule in effect at the time service is begun.

B. Certificated personnel assigned by specific Board action as a Coordinator of a curriculum committee and whose required services are outside of normal duty hours will be paid an additional fifty cents per hour for the hours specified by Board action.

V. Notwithstanding Section 5 of Article 10, the District may request a member serving as a classroom teacher in grades 7-12 to teach a sixth class in addition to the member's regular full-time assignment. In the event the member agrees, the member shall be paid one-sixth (1/6) of his or her daily salary rate for said additional class.

All such assignments must be initiated by the Superintendent or designee, and agreed to by the member.

Prior to beginning service of a 6th period assignment, bargaining unit members shall receive written notification from the District stating the effective date of any such assignment. Payment for a 6th period assignment shall be made by the District in a timely manner.

VI. Nothing herein shall be construed to provide extra pay for assignments other than those specified in this Appendix VI.

VII. *	Super Saturday Professional Development	\$45.00 per hour.
*	Compensated In-service	\$25.00 per hour.



**KINDERGARTEN SCHEDULES****AM Kindergarten Teachers**

Alone	8:10 - 8:57	(47 minutes)
Team Teach	8:57 - 10:40	(103 minutes)
Alone	10:40 - 11:36	(56 minutes)
AM Teacher lunch	11:36 - 12:16	(40 minutes)
AM Teacher Prep:	12:16 - 12:40	(24 minutes)
Team Teach	12:40 - 2:23	(103 minutes)
Teacher Prep	2:23 - 3:06	(43 minutes)

**PM Kindergarten Teachers**

PM Teacher Prep:	8:10 - 8:57	(47 minutes)
Team Teach	8:57 - 10:40	(103 minutes)
Teacher Prep	10:40 - 11:00	(20 minutes)
PM Teacher lunch:	11:00 - 11:40	(40 minutes)
Alone	11:40 - 12:30	(50 minutes)
Team Teach	12:30 - 2:13	(103 minutes)
Alone	2:13- 3:06	(53 minutes)

**AM Kindergarten Teacher Schedule - Late Start Friday**

Alone	9:05 - 9:12	(7 minutes)
Team Teach	9:12 - 10:55	(103 minutes)
Alone	10:55 - 12:02	(67 minutes)
AM Teacher lunch	12:02 - 12:42	(40 minutes)
Team Teach	12:42 - 2:22	(100 minutes)
AM Teacher Prep	2:22 - 3:06	(44 minutes)

**PM Kindergarten Teacher Schedule - Late Start Friday**

PM Teacher Prep	9:05 - 9:12	(7 minutes)
Team Teach with AM	9:12 - 10:55	(103 minutes)
PM Teacher lunch	10:55 - 11:29	(40 minutes)
PM Teacher Prep	11:29 - 12:09	(40 minutes)
Alone	12:09 - 12:42	(33 minutes)
Team Teach	12:42 - 2.22	(100 minutes)
Alone	2:22 - 3:06	(44 minutes)

**Kindergarten/Staggered Day**

Early Bird Alone	8:10 - 9:57	(107 minutes)
Early Bird Recess	9:57 - 10:17	(20 minutes)
Start Time Late Bird	10:17	
Early/Late Combined	10:17 - 11:58	(101 minutes)
Early Bird End Time	11:58	
Late Bird Lunch	11:58-12:43	
Late Bird Alone	12:43-2:30	(107 minutes)
Late Bird End Time	2:30	

**Kindergarten/Staggered Day - Late Start Friday**

Early Bird Alone	9:05 - 10:35	(90 minutes)
Early Bird Recess	10:35 - 10:55	(20 minutes)
Start Time Late Bird	10:55	
Early/Late Combined	10:55 - 12:15	(80 minutes)
Early Bird End Time	12:15	
Late Bird Lunch	12:15 - 1:00	
Late Bird Alone	1:00 - 2:30	(90 minutes)
Late Bird End Time	2:30	

**INSTRUCTIONAL SCHEDULE/GRADES 1-3  
FOR ELEMENTARY SCHOOLS**

**MONDAY - TUESDAY - THURSDAY (REGULAR DAY)**

8:10 - 10:00	110 minutes
10:00 - 10:15	Recess / 15 minutes
10:15 - 10:20	Passing Time
10:20 - 11:30	70 minutes
11:30 - 12:10	Lunch / 40 minutes
12:10 - 12:15	Passing Time
12:15 - 2:25	130 minutes
12:15 - 2:25	Student Dismissal

**WEDNESDAY (MINIMUM DAY)**

8:10 - 10:00	110 minutes
10:00 - 10:15	Recess / 15 minutes
10:15 - 10:20	Passing Time
10:20 - 11:30	70 minutes
11:30 - 12:10	Lunch / 40 minutes
12:10 - 12:15	Passing Time
12:15 - 1:25	70 minutes
12:15 - 1:25	Student Dismissal

**LATE START FRIDAY**

9:05 - 10:00	55 minutes
10:00 - 10:15	Recess / 15 minutes
10:15 - 10:20	Passing Time
10:20 - 11:30	70 minutes
11:30 - 12:10	Lunch / 40 minutes
12:10 - 12:15	Passing Time
12:15 - 2:25	130 minutes
12:15 - 2:25	Student Dismissal

**LATE START FRIDAY (MINIMUM DAY)**

9:05 - 10:00	55 minutes
10:00 - 10:15	Recess / 15 minutes
10:15 - 10:20	Passing Time
10:20 - 11:30	70 minutes
11:30 - 12:10	Lunch / 40 minutes
12:10 - 12:15	Passing Time
12:15 - 1:25	70 minutes
12:15 - 1:25	Student Dismissal

**INSTRUCTIONAL SCHEDULE/GRADES 4-6  
FOR ELEMENTARY SCHOOLS**

**MONDAY - TUESDAY - THURSDAY (REGULAR DAY)**

8:10 - 10:30	140 minutes
10:30 - 10:45	Recess / 15 minutes
10:45 - 10:50	Passing Time
10:50 - 12:00	70 minutes
12:00 - 12:40	Lunch / 40 minutes
12:40 - 12:45	Passing Time
12:45 - 2:55	130 minutes
12:45 - 2:55	Student Dismissal

**WEDNESDAY (MINIMUM DAY)**

8:10 - 10:30	140 minutes
10:30 - 10:45	Recess / 15 minutes
10:45 - 10:50	Passing Time
10:50 - 12:00	70 minutes
12:00 - 12:40	Lunch / 40 minutes
12:40 - 12:45	Passing Time
12:45 - 1:25	40 minutes
12:45 - 1:25	Student Dismissal

**LATE START FRIDAY**

9:05 - 10:30	85 minutes
10:30 - 10:45	Recess / 15 minutes
10:45 - 10:50	Passing Time
10:50 - 12:00	70 minutes
12:00 - 12:40	Lunch / 40 minutes
12:40 - 12:45	Passing Time
12:45 - 2:55	130 minutes
12:45 - 2:55	Student Dismissal

**LATE START FRIDAY (MINIMUM DAY)**

9:05 - 10:30	85 minutes
10:30 - 10:45	Recess / 15 minutes
10:45 - 10:50	Passing Time
10:50 - 12:00	70 minutes
12:00 - 12:40	Lunch / 40 minutes
12:40 - 12:45	Passing Time
12:45 - 1:25	40 minutes
12:45 - 1:25	Student Dismissal



2020-2021 School Calendar

**POMONA UNIFIED SCHOOL DISTRICT**  
School Calendar 2020 – 2021

	FIRST WEEK							SECOND WEEK							THIRD WEEK							FOURTH WEEK							Days of Service	Student Days	Holidays Legal	Holidays Local
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S				
<b>First School Month</b> AUG. 3 – AUG. 28	AUG. 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	SD (2)	14										
<b>Second School Month</b> AUG. 31 – SEPT. 25	SEPT. 1	2	3	4	8	9	10	11	14	15	16	17	18	21	22	23	24	25		SD (1)	18	1										
<b>Third School Month</b> SEPT. 28 – OCT. 23	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	17	18	19	20	20	20											
<b>Fourth School Month</b> OCT. 26 – NOV. 20	26	27	28	29	30	NOV. 2	3	4	5	6	9	10	12	13	16	17	18	19	20	SD (1)	18	1										
<b>Fifth School Month</b> NOV. 23 – DEC. 18	23	24	25	26	27	DEC. 30	1	2	3	4	7	8	9	10	11	14	15	16	17	18	15	15	1					1				
<b>Sixth School Month</b> DEC. 21 – JAN. 15	21	22	23	24	25	28	29	30	JAN. 1	2	5	6	7	8	11	12	13	14	15	10	10	2					2					
<b>Seventh School Month</b> JAN. 18 – FEB. 12	18	19	20	21	22	25	26	27	28	FEB. 29	1	2	3	4	5	8	9	10	11	12	SD (1)	17	1				1					
<b>Eighth School Month</b> FEB. 15 – MAR. 12	15	16	17	18	19	22	23	24	25	MAR. 1	2	3	4	5	8	9	10	11	12	SD (1)	18	1					1					
<b>Ninth School Month</b> MAR. 15 – APR. 9	15	16	17	18	19	22	23	24	25	26	29	30	31	APR. 1	2	5	6	7	8	9	15	15										
<b>Tenth School Month</b> APR. 12 – MAY 7	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	MAY 3	4	5	6	7	20	20										
<b>Eleventh School Month</b> MAY 10 – JUNE 4	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31	JUNE 1	2	3	4	16	15	1				1					

**Totals** 188 180 8 4

**Aug. 6 - 7** Professional Development Days (Student-Free)  
**Aug. 10** Teacher Work Day (Non-Student)  
**Aug. 11** School Begins: Shortened Day for All Students  
**Aug. 12** Shortened Day for Elementary Students  
**Aug. 13** Shortened Days for High School Students  
**Aug. 14** Labor Day  
**Sept. 7** Professional Development Day (Student-Free)  
**Sept. 15** Shortened Days for High School Students  
**Oct. 14 & 28** Elementary School Parent Conferences  
**Oct. 15 - 23** Professional Development Day (Student-Free)  
**Nov. 3** Veterans' Day  
**Nov. 11** Schools Not in Session  
**Nov. 23 - 25** Thanksgiving Holidays  
**Nov. 26 - 27** Shortened Days for High Schools - Sem. Exams  
**Dec. 17 - 18** Winter Break  
**Dec. 21 - Jan. 1** Professional Development Days for Elementary Students  
**Jan. 4 - 5** Shortened Days for Elementary Students  
**Jan. 6** Martin Luther King Jr. Day  
**Jan. 8** Professional Development Day (Student-Free)  
**Jan. 28** Lincoln's Birthday Observation  
**Feb. 8** Washington's Birthday Observation  
**Feb. 15** Shortened Days for High School Students  
**Feb. 24** Professional Development Day (Student-Free)  
**Mar. 4** Elementary School Parent Conferences  
**Mar. 18 - 26** Spring Break  
**Mar. 29 - Apr. 2** Shortened Day for Elementary Students  
**May 27 - 28** Last Day of School  
**May 29** Memorial Day  
**May 31** Teacher Work Day (Non-Student)

**Oct. 9** = End of 1<sup>st</sup> Quarter  
**Dec. 18** = End of 4<sup>th</sup> Semester  
**Mar. 12** = End of 3<sup>rd</sup> Quarter  
**May 28** = End of 2<sup>nd</sup> Semester

**Professional Development Days**  
 Aug. 6 Professional Development Day  
 Aug. 7 Professional Development Day  
 Sept. 15 Professional Development Day  
 Nov. 3 Professional Development Day  
 Jan. 28 Professional Development Day  
 Mar. 4 Professional Development Day

**Classified & Confidential Employee Start-End Dates**  
 12 Month Employees – July 1 – June 30  
 11 Month Employees – August 1 – June 30  
 10 Month Employees – August 1 – May 31  
 9 Month Employees – August 11 – May 31

**All-Day Kindergarten Phase-In Schedule Dismissal Time**  
 Phase I – Aug. 11 – Sept. 18 @ 12:00 p.m.  
 Phase II – Sept. 21 – Oct. 23 @ 1:25 p.m.  
 Phase III – Oct. 26 – May 28 @ 2:26 p.m.

**Additional Shortened Day for High School Students:** (Does not apply to SEEC)

**Legend:**  
 ○ = Schools not in session  
 △ = Shortened Day for all Students  
 □ = Shortened Day for High School Students  
 ◊ = Holiday  
 ⊠ = Shortened Day for Elementary Students  
 ⊞ = Professional Development Day (Student-Free)  
 ⊞ = Teacher Work Day (Non-Student)  
 ⊞ = Teacher Work Day (Non-Student)

**Note:** All elementary schools have teacher preparation days on Wednesdays for staff planning.

**This Memorandum of Understanding ("MOU") is entered into by and between the Pomona Unified School District ("District") and the Associated Pomona Teachers ("Association")**

**I. K-3 Class Size Reduction**

This Memorandum of Understanding is made and entered into between the Pomona Unified School District (hereinafter referred to as "District") and the Associated Pomona Teachers (hereinafter referred to as "APT"); **WHEREAS**, as a condition of receiving the additional funding grant for K-3 Class Size Reduction (CSR) under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site, kindergarten and grades 1 to 3, upon full implementation of LCFF by the year 2020- 2022.

**WHEREAS**, the parties intend for the District to be in compliance with the law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementations of the LCFF as set forth in Education Code section 42238.02 (d)(3)(D).

**NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:**

Effective for the 2019-2020, 2020-2021 and 2021-2022 school years, the parties agree to implement full day kindergarten *with a site average of 24*, at sites where in the judgment of the District, both facilities exist and the proper number of students is enrolled.

1. The District's goal for the 2019-2020, 2020-2021 and 2021-2022 school years shall be a *site average of 26 for grade 1-3*. The District may during the terms of this MOU exceed the site average by two (2), when cases exist where a neighborhood student would be forced to transfer to another school site or when the district is attempting to reduce the number of combination classes.
2. *Effective beginning the 2019-2020, 2020-2021 and 2021-2022 school years, the parties agree to site averages for specific grade levels. The District may, during the terms of this MOU, exceed the site average by no more than two (2) students when cases exist where a neighborhood student would be forced to transfer to another school site, or when the district is attempting to reduce the number of combination classes.*
3. *Averages shall be as follows:*
  - a. *All Day Kindergarten: 24*
  - b. *Transition Kindergarten 26*
  - c. *First Grade: 26*
  - d. *Second Grade: 26*
  - e. *Third Grade: 26*
4. Class size for Park West High School for the 2019-2022 school year shall be an average of 25 students per class, with the exception

of a special education, physical education, vocational education, and instrumental and vocal classes as listed in Article 12.

**All-Day Kindergarten Phase-In**

For the 2019-2020, 2020-2021 and 2021-2022 school years, the parties agree the All-Day Kindergarten program at all elementary schools and K-8 schools shall include a phase-in for the Kindergarten students **consistent with the previous two (2) school years.**

**This Lead Consulting Teacher Memorandum of Understanding ("MOU")  
is entered into by and between the Pomona Unified School  
District ("District") and the Associated Pomona Teachers  
("Association")**

The District and Association agree as set forth below:

1. For the 2019-2020, 2020-2021 and 2021-2022 school years, the parties will recognize the position of Lead Consulting Teacher.
2. The individual selected for the position shall be selected by an interview panel established by the District and a majority of the panel shall be selected by the Association as long as the recommended panel members reflect the ethnic and gender diversity of the District.
3. The minimum qualification for the Lead Consulting Teacher:
  - a. Shall be a credentialed teacher with permanent status,
  - b. Have a least seven (7) years of classroom teaching experience,
  - c. As of 2016-2017, at least (1) one of the last three (3) years being a classroom teacher,
  - d. Demonstrated exemplary teaching ability and have the ability to effectively work with other teachers and administrators.
4. The individual serving as a Lead Consulting Teacher may be rotated back into the classroom by recommendation of the Joint Panel formed pursuant to Collective Bargaining Agreement Article 15.4.
5. Individuals being returned back to their classroom at year end shall be notified on or before May 1<sup>st</sup>.
6. This position can either be a 199 or 220 day position as determined by District and shall be compensated per the appropriate Teacher Specialist salary schedule per the existing Agreement.

This MOU will become effective upon ratification by the District and the Association and shall sunset effective June 30, 2022.

**System of Professional Learning and Growth**

Pomona Unified School District and Associated Pomona Teachers, will form a working group, System of Professional Learning and Growth ("SPLG") to study systems for evaluation, induction and peer assistance and review (PAR), and to recommend options with regard to those programs/processes. The group will disband at the conclusion of the 2019-2022 school year unless extended by mutual agreement.

The SPLG working group will consist of seven (7) members. Four will be teachers selected by APT and three (3) will be certificated administrators selected by the District. Teacher appointees will have classroom teaching experience within five (5) years preceding appointment.

The SPLG will meet after school hours at least monthly at a location determined by its chairperson who will be selected by a vote of members at their first meeting. The tasks of the SPLG will be to:

1. Study and analyze the current evaluation process/tools, PAR, and induction.

2. Prepare recommendations regarding preferred practices, language, and processes relative to evaluation process/tools, PAR and induction.
3. Submit the prepared recommendations to the District and APT at which time they shall be the subject of negotiations on substance or effects.

**Secondary Special Education Teachers Release Days**

**For the 2019-2020, 2020-2021 and 2021-2022 school years**, the parties agree that teachers assigned to the special education program at the secondary level shall receive one (1) substitute release day per quarter to complete caseload management and IEP documentation in compliance with legal mandates. Such days will be scheduled with the approval of the teacher's site administrator and will not occur on Mondays, Fridays or on days preceding or following holidays.

**4-6 Pilot Prep Release Program**

**For the 2019-2020, 2020-2021 and 2021-2022 school years**, the 4-6 classroom and/or P.E. teachers at each site are tasked with completing a draft schedule that includes two (2) sixty-minute prep periods per week. These prep periods will be covered by a P.E. teacher.

If a P.E. teacher is shared by multiple sites, the 4-6 classroom and/or P.E. teachers at those shared sites will complete a draft schedule for each of the shared sites. All schedules must include designated ELD rotation time on a daily basis.

The draft schedules shall be submitted to each site Principal and the District designee for P.E. programs by the end of the school year.

The Principal at each site and the District designee for P.E. programs will adopt each site's 4-6 Prep Release schedule with minimal necessary revisions, prior to implementation.

This pilot program is to be cost neutral and will sunset on June 30, 2022. The parties may agree to revisit the program and determine its impact and viability. This MOU is not subject to the grievance process.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ASSOCIATED POMONA TEACHERS (APT) AND POMONA UNIFIED  
SCHOOL DISTRICT (PUSD) FOR THE MOUNT SAN ANTONIO COLLEGE'S HIGH  
SCHOOL COURSE OUTREACH PROGRAM**

This memorandum of understanding (MOU) is entered into by Associated Pomona Teachers (APT) and Pomona Unified School District (PUSD) to provide a program of courses in conjunction with Mount San Antonio College (Mt. SAC) and taught by PUSD teachers as a 6<sup>th</sup> period assignment. Faculty qualifications and responsibilities shall be in accord with the PUSD Board approved Program Agreement with Mt. SAC, including the following:

- Attend a one-hour meeting per year.
- Distribute and collect parent permission forms.
- Submit and adhere to the Mt. SAC/PUSD approved syllabus.
- Submit a final exam.
- Submit final exam grade distribution sheet.
- Enter weekly student attendance into the Mt. SAC data system.
- Enter student semester grades into the Mt. SAC data system.

PUSD teachers shall receive a \$250.00 dollar stipend per semester to be paid at the end of each semester.

**This MOU shall sunset effective June 30, 2022.**

**MEMORANDUM OF UNDERSTANDING (TENTATIVE AGREEMENT)  
BETWEEN ASSOCIATED POMONA TEACHERS AND POMONA UNIFIED  
SCHOOL DISTRICT ON A SYSTEM OF PROFESSIONAL LEARNING AND GROWTH**

**I. Introduction**

This memorandum of understanding (MOU) is entered into by Associated Pomona Teachers (APT) and Pomona Unified School District (PUSD) in order to provide APT unit members with additional opportunities for professional growth that, in concert with existing programs such as Peer Assistance and Review (PAR, CBA Article 15) and Induction (New Teacher Support, CBA Article 16), will provide teachers with resources and support to improve professional skills and, in turn, improve student achievement. It is the parties' belief that practitioners improve when the professional growth and learning is practitioner driven.

This MOU will sunset on June 30, 2022 unless extended or otherwise renewed by written agreement of the parties. The intention of the parties is to implement the program on a pilot basis as described herein and to discuss the efficacy of the pilot program prior to any renewal or extension. Issues arising from the parties' administration and operation of this MOU shall not be subject to the grievance procedure of CBA Article 6. Bargaining unit members and administrators participating as Facilitator, and Advisory or Lead Consulting teachers, shall be held harmless from any potential liability arising from duties performed in the course and scope of their activities under this MOU.

The Pomona Unified School District's System of Professional Learning & Growth (SPLG) seeks to change the current structure of teacher evaluation in order to create a safe, systematic process that supports teachers in the continuous cycle of professional learning and growth. The pilot will allow us to reflect on the SPLG process (documents and platforms), discover the impacts and costs, and determine the ideal number of contacts between Coaches/Mentors and Teachers.

**II. Definitions**

**Practitioner:** Any permanent unit member, part-time or full time, covered by this Collective Bargaining Agreement and approved for participation by the SPLG Team. Agreement to participate by a Practitioner shall be for the duration of the process.

**Facilitator (Mentor/Coach or Site Administrator):** Bargaining unit members and administrators that have been trained in accordance with this MOU to facilitate the evaluation process.

**Advisory Teacher:** A Consulting Teacher or Teacher Specialist assigned to provide support to the Practitioner in the Advisory Phase:

1. Collaborate with the Site Administrator to create and implement an improvement/support plan for the Practitioner.
2. Provide not less than one (1) hour of support per week.
3. Maintain a log with notes and evidence.
4. Prepare the Advisory Teacher Summary Report every 25 days.

**Lead Consulting Teacher:** The Lead Teacher assigned to train and mentor Facilitators (Teachers, Mentors/Coaches, and Administrators), monitor

the pilot, and facilitate data collection to inform next steps, report back to the SPLG Working Group with regard to above mentioned items.

**Day:** Any day in which the central administrative office of the Pomona Unified School District is open for business.

### **III. Process/Timelines**

The major components of the program shall include the California Standards for the Teaching Profession (CSTPs), Essential Focus Elements (selected by the SPLG Working Group), Essential Focus Element Rubrics (created by the SPLG Working Group), informal and formal observations, and planning and reflecting conversations with trained Practitioners and Facilitators. The system shall be organized around the following:

**Professional Practice:** The phase of the process in which the Practitioner, identifies a Professional Growth Goal (PGG) based on the Essential Focus Elements from the CSTPs.

**Growth Cycle:** The phase of the process in which the Practitioner participates in the evaluation process, which includes at least one cycle of planning, observing, and reflecting with the chosen facilitator.

**Advisory Phase:** The phase at which time an Advisory Teacher is assigned to assist the Practitioner regarding an area or areas of concern through the development of an improvement/support plan and a regular contact and support.

1. **Facilitator Options** - Each Practitioner participating in the SPLG Pilot may express a preference between a colleague, site Academic Coach, Teacher on Assignment, Teacher Specialist, or a site administrator to act as the facilitator in the process. If a peer facilitator is requested and unavailable for the current cycle, the Practitioner shall be assigned a site administrator.

2. **Practitioner and Facilitator training** - Facilitators and Practitioners shall attend training provided by the Lead Consulting Teacher. Bargaining unit members who attend training outside of the regular work day or regular work year shall be paid at the in-service rate of pay.

3. **Professional Practice Phase** - Each Practitioner who volunteers to participate in the SPLG Pilot shall, identify a PGG (related to one or more of the District Focus Elements from the CSTPs) and formulate plans to achieve student progress and identify various types of evidence that will be collected. These specific plans shall be consistent with District goals, those competency factors set forth in Article 13 (section 13.5), and program objectives developed for the Practitioner's area of responsibility. Thereafter, the Practitioner and the Facilitator shall engage in a process that includes a collaborative agreement around the professional growth goal prior to entering the evaluation cycle. Timeline: October 15<sup>th</sup>.

#### **4. Growth Cycle**

a. **Planning Conversations:** Planning Conversations are an opportunity for the Facilitator and Practitioner to establish a



- plan to meet the standards related to the essential focus elements of the professional growth goal.
- b. **Informal/Unscheduled Observation:** Informal/Unscheduled observations are defined as drop-ins, visits, or pass-through. These are usually short visits, but have no time restrictions.
  - c. **Formal Observation:** Formal observations shall occur at a time mutually agreed upon by the Facilitator and Practitioner. They shall be preceded by a planning conversation for the purpose of clarifying the focus of the observation. Although two (2) or three (3) formal observations may occur throughout the year, at least one formal observation must occur no later than February 15<sup>th</sup>. For documentation of observations and subsequent debriefings, the facilitator shall use District approved forms, platforms, and processes.
  - d. **Reflecting Conversations:** Reflecting Conversations are an opportunity for the Facilitator and the Practitioner to review evidence (including, but not limited to: student work, student assessments, lesson plans, professional reflections, pictures, video, etc.) generated by classroom formal and informal observations. Evidence not generated during formal and informal observations may also be provided by the Practitioner for review during reflective conversations. Reflective conversations for elementary practitioners shall occur after the regular instructional day unless otherwise mutually agreed upon.
5. **Professional Growth Goal and Focus Element Summary** - Based on the utilization of evidence collected during formal and informal observations and any additional evidence provided by the Practitioner, the Facilitator and Practitioner may complete the Professional Growth Goal Summary in order to determine whether the Practitioner is "Meeting" at various levels, "Approaching", or "Not Meeting" the Standards from the CSTPs. The administrator assigned as the Practitioner's Prime Evaluator shall ultimately be responsible for the completion of the Professional Growth Goal and Focus Element Summary. Timeline: Not later than 30 calendar days before the last school day for students.
- a. If the Practitioner is "Meeting" the District Essential Focus Elements, one (1) through five (5) of the CSTPs, then the Practitioner shall have successfully completed the SPLG process for that evaluation period.
  - b. If the Practitioner is "Not Meeting" or "Approaching" one or more Standard(s) from one (1) through five (5) of the CSTPs, the Practitioner shall be recommended to enter the Advisory Phase.
  - c. If a disagreement arises over any aspect of the Practitioner's Professional Growth Goal and Focus Element Summary the final decision shall be referred to the Advisory Team.
6. **Advisory Phase:** The timeline jointly agreed upon each year that identifies the 80 day Advisory Phase including intensive support, the Advisory Recommendation due dates, the 25 day progress up-dates, and the review of final evidence.

#### **IV. Roles and Responsibilities**

**SPLG Working Group:** Composed of seven (7) members that include Superintendent's designee, two (2) appointed administrators, the APT

President and three (3) APT appointees. The SPLG Team shall operate in consultation with Human Resources and is responsible for:

1. Oversight of the implementation of the process.
2. Recommending necessary adjustments to both the processes and forms/documentation.
3. Selecting and assigning Practitioners to either site Administrator Facilitators or Peer Facilitators.
4. Selecting and evaluating the Peer Facilitators.
5. Conducting focus group meetings to reflect on the process and forms throughout the pilot.

**Advisory Team:** Composed of the Assistant Superintendent of Human Resources and the APT President. The Advisory Team shall:

1. Assign an Advisory Teacher to a Practitioner entering the Advisory Phase.
2. Review the Advisory Teacher Summary Report every 25 days.
3. Determine one of the following next steps after a Practitioner completes the Advisory Phase:
  - a. Return to the Evaluation Cycle.
  - b. Remain in Advisory for an additional 80 days.
  - c. Proceed to the Peer Assistance and Review program.
4. In the event that a disagreement arises over any aspect of the Practitioner's Professional Growth Goal or Professional Growth Goal and Focus Element Summary:
  - a. Advisory team shall meet to discuss, review and mediate the disagreement no later than two (2) weeks after receiving dispute.
  - b. In the event mediation is unsuccessful the Advisory team will make a final decision to resolve the disagreement.

Side Letter UDL and SST

This side letter memorializes the February/March 2019 conversation at the bargaining table between Pomona Unified School District ("District") and Associated Pomona Teachers ("APT"; collectively referred to as "The Parties") regarding Universal Design Learning ("UDL") and Student Study Team ("SST") professional learning for teachers.

The Parties recognize the ongoing need for professional learning for all teachers, and particularly, in addressing UDL and SST. The Parties agree that it is mutually beneficial for all teachers to receive professional learning to further improve teachers' ability to support academic, behavioral and social/emotional needs of students.

The parties, therefore, agree as follows:

1. The District shall provide one (1) day of UDL and SST related professional learning to all bargaining unit members. The professional learning day shall take place on a non-instructional day and will not exceed the contractual workday, excluding lunch. The professional learning day will constitute one (1) of the six (6) professional development days provided to bargaining unit members. The Parties shall mutually determine the date of the professional learning.
2. The professional learning provided herein will focus primarily on UDL and SST.
3. The Parties further recognize the ongoing need to provide professional learning opportunities to all bargaining unit members in the following areas:
  - a. Support with Accommodations and Modifications
  - b. Disability Awareness Training
  - c. Least Restrictive Environment Models
  - d. Understanding and Implementing an Individualized Education Plan (IEP)
  - e. Pre-referral Consideration
  - f. Multi-tiered System of Supports (MTSS)
  - g. Differentiated Instruction
4. The Parties shall establish a professional learning committee. The committee shall be made up of four (4) appointed APT representatives and three (3) district appointed representatives. The Committee shall make decisions based on consensus. When consensus is not possible, a majority vote shall be taken to finalize decisions. The purpose of the committee shall be to:
  - a. plan the UDL and SST professional learning day
  - b. make recommendations to the Parties regarding ongoing professional learning opportunities in the areas listed in paragraph 3 for bargaining unit members
5. This side letter shall sunset effective June 30, 2020.

**Memorandum of Understanding  
Dual Language Immersion Program Pilot**

This Memorandum of Understanding ("MOU") is made and entered into this 23rd day of May, 2019 between the Pomona Unified School District (hereinafter the District) and the Associated Pomona Teachers, CTA/NEA (hereinafter APT).

Elementary Dual Language Immersion Program ("DLIP") English teachers shall receive a prorated Column I factor step in the amount of .035 on the Teacher's Base Salary Schedule, as long as funding is available for a Dual Language Collaboration stipend. DLIP teachers of the target language shall receive a prorated Column I factor step in the amount of .0475 on the Teacher's Base Salary Schedule, as long as funding is available for a Dual Language Collaboration stipend.

This MOU applies only to DLIP teachers at Montvue, Pantera and Westmont Elementary Schools. For purposes of this MOU, "English teachers" are those DLIP teachers at the foregoing sites who teach primarily in the English language. "DLIP teachers of the target language" are those DLIP teachers who teach primarily in the DLIP target languages (Spanish/Mandarin), including DLIP teachers in self-contained classrooms.

Dual language teachers shall, with the approval of Educational Services and the site administrator utilize one Late Start Friday per month, for the purpose of collaboration about and planning for targeted students as identified in the LCAP. Dual Language Immersion Program teachers will submit agendas to the site administrator prior to the utilization of the Late Start Friday. The Parties agree, should an urgent District need arise, the Late Start Friday may not occur.

This Memorandum of Understanding will become effective upon ratification by the District and the Association and shall sunset effective June 30, 2020.

**MOU**  
**PAR and Induction**

During the bargaining session, the parties agreed to the following: Due to an absence of necessary funding to support the PAR and Induction programs (formerly New Teacher Support), the District did not fund the program for the past several years. The purpose of the side letter is to pilot a process by which members of APT apply for and are selected as mentors. A selection team made up of three (3) appointed APT representatives and two (2) District-appointed representatives will review the applications based on the following identified induction mentor criteria. Selections will be made based on consensus. When consensus is not possible, a majority vote shall be taken to determine selection. The selection team for the purposes of this side letter shall only be operative for the 2019-2020, 2020-2021 and 2021-2022 school years. If program needs should change after selections are made, and mentor candidates who are selected as a result of this process would not have an assignment for the ensuing school year, they will be placed in a pool for 2 years, to be matched with an induction candidate, when the need arises. After the mentors have been selected, the process will revert back to contract language in Article 16. This side letter shall sunset effective June 30, 2022.

For the purposes of this side letter, the application procedure will include an email to all certificated staff, with a link to the District website where individuals can apply electronically.

A Mentor shall receive a stipend of \$4,312 for a full year of service supporting two (2) participating teachers. For Mentors serving two (2) participating teachers, who serve less than a full year, the stipend will be prorated based on the hours of service completed. For Mentors who serve one (1) participating teacher, the stipend shall be \$2,588 for a full year of service. For Mentors serving one (1) participating teacher who serves less than a full year, the stipend shall be prorated based on the hours of service completed. The stipend is to be regarded as additional pay for additional responsibilities, including Candidate support, training, and travel.

**Qualifications for Mentors:**

- Hold a valid California Clear Teaching Credential
- Achieved permanent status and been a full-time certificated employee in the Pomona Unified School District for three (3) years.
- Have knowledge of the context and the content area of the candidate's teaching assignment.
- In the case of a Mentor assisting a classroom teacher, have at least one year of classroom teaching experience within the past five (5) years.
- Have demonstrated commitment to professional learning and collaboration along with the ability to work cooperatively and effectively with other teachers and administrators.
- Have the ability, willingness, and flexibility to meet candidate needs for support.

As a component of the System of Professional Learning and Growth (SPLG), the Induction program shall operate as part of the Section IV, Roles and

Responsibilities of the SPLG Team as defined in the Memorandum of Understanding between the Pomona Unified School District and the Associated Pomona Teachers, as referenced in the tentative agreement for the 2016-17 reopener negotiations. The SPLG MOU is set to expire on June 30, 2022.

LEVEL 1 GRIEVANCE FORM

**ASSOCIATED POMONA TEACHERS**

**LEVEL 1 GRIEVANCE NOTIFICATION**  
(To be completed AFTER verbal, informal conference.)

From: \_\_\_\_\_ Home Phone \_\_\_\_\_

Today, \_\_\_\_\_ (date), I had an informal conference with my immediate Administrator,  
\_\_\_\_\_ (name) regarding the violation of contract

Article \_\_\_\_\_ Section \_\_\_\_\_

My concerns are as follows:

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

The remedy I seek is:

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

Check one:

- My principal's response was satisfactory.
- My principal has 5 working days to demonstrate response to my concern. That date is \_\_\_\_\_
- My principal's response was not satisfactory. I am going to proceed to Level 2 (formal written grievance).

Please send this completed form to APT via U.S. Mail, Faculty Rep, Grievance Rep or drop it off at the APT office.

Thank you.

School: \_\_\_\_\_ Witness: \_\_\_\_\_ (if there was one)

Please send or fax a copy to the APT office for record keeping. Thank you.  
Fax (909) 620-6319

LEVEL 2 GRIEVANCE FORM

POMONA UNIFIED SCHOOL DISTRICT  
GRIEVANCE ACTION FORM

LEVEL 2 – FORMAL WRITTEN GRIEVANCE

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

TO: Immediate Administrator Due within ten (10) days of the date of the Level 1 Conference.

Name of Grievant \_\_\_\_\_

Site \_\_\_\_\_ Assignment \_\_\_\_\_

A. 1. Date and time alleged violation occurred: \_\_\_\_\_

2. Contractual Section allegedly violated: \_\_\_\_\_

\_\_\_\_\_

3. Person who allegedly violated terms of Contract: \_\_\_\_\_

B. Description of Grievance

C. Specific Remedy Sought

D. Date of Informal Conference (Level 1) with Immediate Administrator \_\_\_\_\_

E. Decision Rendered at Level 1

\_\_\_\_\_  
Signed (Grievant)

Original Immediate Administrator

Copies Grievant  
Associated Pomona Teachers

Revised May 2003