

**MEMORANDUM OF UNDERSTANDING
BETWEEN ASSOCIATED POMONA
TEACHERS AND THE POMONA
UNIFIED SCHOOL DISTRICT**

ORIGINAL

PILOT T-K PROGRAM

This Memorandum of Understanding ("MOU") is entered into by the Associated Pomona Teachers and the Pomona Unified School District ("District"); collectively referred to herein as "the Parties."

The Parties acknowledge the role of Transitional Kindergarten ("TK") within the universal pre-kindergarten initiative ("UPK"). The Parties recognize that TK shall be universally available free of cost for all four-year-old children. Under current law and regulations, the student-to-teacher ratio for TK is twelve (12) students to one (1) teacher ("12:1"). The Parties expect that the state mandate to increase access to TK classrooms will result in the need for the District to offer additional TK classrooms in the future.

The Parties agree to the following:

TK Hours of Employment

1. For the duration of this MOU, Article 10, "Hours of Employment," of the collective bargaining agreement ("CBA") between the parties shall not apply to TK teachers. Hours of employment for TK members of the bargaining unit shall be as provided in this MOU.
2. TK members of the bargaining unit 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 K-6. The beginning and ending times are to be specified by the principal of the school to which the member is assigned.
3. For the 2023-2024 school year, the TK schedule will be identical to All-Day Kindergarten (ADK) including, start/end times, Staggered Start, Late Start Friday, Early Release Wednesday, parent conferences, parent conference early release days and any scheduled minimum days. Accordingly, TK instructional minutes will be equal to ADK instructional minutes.
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.
5. In accordance with Article 10.4 of the CBA, TK bargaining unit members shall receive six (6) staff development days during the 2023-2024 school year which can be used for professional development. TK bargaining unit members shall be required to participate in up to half of one (1) professional development day, or, two (2) Late Start Fridays for the purpose of parent education as provided below in Paragraph 13.
6. Co-teaching TK teachers with rosters that include at least thirteen (13) students shall receive five (5) substitute release days to complete individual student assessments. Each TK co-teacher will receive two and a half (2.5) substitute release days. The TK co-teachers will coordinate the use of the substitute release half days to ensure that no more than one (1) substitute is required on any given

day and the same substitute can cover one (1) co-teacher in the morning and one (1) co-teacher in the afternoon. TK teachers with rosters of twelve (12) or less students shall receive two (2) substitute release days to complete individual student assessments.

7. TK teachers assigned to partnership special education classrooms shall receive seven (7) total substitute release days to complete individual student assessments.

TK Rooms, Assignments and Facilities

8. TK shall be considered its own “grade level” and will not be included in any combo class.
9. The Parties recognize that the state mandate to increase TK classrooms, combined with the current statewide shortages in school district personnel, will result in the assignment of TK teachers to co-teaching assignments. TK co-teachers will share a student roster and classroom. If space is available at a school site, TK co-teaching partners may access an additional room for instructional purposes. Co-teaching partners will work collaboratively to determine the equitable use of classroom furniture.

TK bargaining unit members assigned to co-teaching classrooms shall have shared and equal responsibility for and to students. Co-teachers shall meet at the commencement of the school year to establish a co-teaching responsibility checklist. The checklist will be created collaboratively by APT and the District. Co-teachers shall submit their co-teaching checklist to their site administrator for review and approval within the first ten (10) calendar days of the school year.

Toilet Training

For the purpose of this MOU, “toilet training,” means to support students in acquiring the skills necessary to use the restroom independently.

10. Prior to the commencement of the 2023-2024 school year, the District and the Association will work collaboratively to develop policies and procedures regarding TK toileting and support. The Association will designate a TK teacher to collaborate in the development of policies and procedures regarding TK toilet training and support.
11. The Parties agree that parent education and support is critical to addressing toilet training issues and to the overall success of the TK program. Accordingly, prior to the commencement of the 2023-2024 school year, the Parties agree to conduct a joint parent education/professional development meeting to address attendance, curriculum and toileting protocols.

Recruitment and Retention

12. TK teachers who are not fully qualified are required to complete at least fifteen (15) Early Childhood Education credits per year. The District shall work with LACOE and support the efforts of TK bargaining unit members to complete the necessary Early Childhood Education credits to be considered a fully qualified TK teacher. TK teachers who are not fully qualified, and are completing Early Childhood Education credits, shall have that service count for one (1) of the two (2) unpaid committees required under Article 10.11.2.1.3.
13. Bargaining unit members who have multiple subject credentials shall be eligible for assignment to a TK classroom as a co-teacher, provided that they commit to completing at least fifteen (15) Early Childhood Education credits per year.

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TK Mentor Teacher

Qualifications for TK Mentor Teachers

Qualified TK teachers assigned to co-teach with a bargaining unit member who has fully completed their TK teaching requirements but is in the first year of TK service shall be considered a “TK Mentor Teacher I.”

Qualified TK teachers assigned to co-teach with a bargaining unit member who has not fully completed their TK teaching requirements shall be considered a “TK Mentor Teacher II.”

14. For the duration of this MOU, qualified TK Mentor Teachers II shall:
 - a. Have taught TK during the past three (3) years and are fully qualified..
 - b. Hold a valid California teaching credential.
 - c. Achieved permanent status and been a full-time certificated employee in the District for three (3) years.
 - d. Have demonstrated effective communication skills, subject matter knowledge, mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts and demonstrated belief in student ability to succeed.

TK Mentor Teachers Duties and Responsibilities

15. Ongoing job embedded support and professional development.
16. TK Mentor Teachers II shall plan and organize weekly meetings with their co-teacher for the purpose of planning curriculum and interventions.
17. TK Mentor Teachers II shall meet periodically with the assigned Teacher Specialist Primary Education as part of their mentor cohort.
18. Ensures that the Co-Teacher responsibility Checklist is completed in collaboration with the Co-Teacher.

Stipend

19. TK Mentor Teachers I who complete a full year of service shall receive a stipend of \$2,588. 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. For TK Teachers I who serve less than a full year the stipend will be prorated based upon the weeks of service completed. The stipend received by the TK Mentor Teacher I is intended to be regarded as additional pay for additional responsibilities, not merit pay.

TK Mentor Teachers II who complete a full year of service shall receive a stipend of \$4,312. 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. For TK Mentor Teachers II who serve less than a full year the stipend will be prorated based upon the weeks of service completed. The stipend received by the TK Mentor Teacher II is intended to be regarded as additional pay for additional responsibilities, not merit pay.

Funding

20. The TK Mentor Teacher I and II stipend shall be funded only through the Universal Preschool Kindergarten initiative allocated for school districts by the state. In the event that the State funding is reduced or discontinued, the program will be reduced or discontinued.

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Program Provisions

21. The provisions of the TK program are subject to limitations set by the Education Code and/or state regulations. The TK program shall be evaluated at the conclusion of the 2023-2024 school year by the District. The results of such shall be communicated to the Association.

MOUs, side letters and Agreement language between the Parties, not identified herein, are unaffected by the terms of this MOU. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, as evidence of past practice or intent of the Parties, or meaning or application of the Collective Bargaining Agreement (CBA). This MOU shall be subject to the grievance procedures provided under Article 6 of the CBA. However, prior to entering the grievance process, the APT President, or designee, shall meet with the Assistant Superintendent, Human Resources, or designee, and discuss any disputes related to the implementation of this MOU. The grievance timelines provided in the CBA will not commence until the meeting(s) between the APT President and Assistant Superintendent have concluded.

This MOU is a tentative agreement and is subject to Governing Board approval. This MOU shall expire on June 30, 2024, unless the parties mutually agree in writing to extend its terms.



Silvia San Martin
Interim Assistant Superintendent
Pomona Unified School District

6-1-23

Date



Wei-Tsu Loh
APT Chapter President

6-1-23

Date



Alicia Castaneda
Principal on Assignment- HR
Pomona Unified School District

6-1-23

Date



Timi King
APT Negotiations Chairperson

6-1-23

Date


Yolanda Horn

APT Negotiations Team Member

6/1/23


Date


Jeanette Goss

APT Negotiations Team Member

6/1/23

Date


Rosalinda Keeler

APT Negotiations Team Member

6/1/23

Date


Donovan Macleod

APT Negotiations Team Member

6/1/23

Date


Rita Torres

APT Negotiations Team Member

6-1-23

Date

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