

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

**SPECIAL EDUCATION CASE MANAGEMENT/INCLUSION PERIOD
AND SPECIAL EDUCATION SUB COMMITTEE**

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 importance of effective special education programs and recruitment and retention of qualified special education teachers. The Parties further acknowledge the challenges posed by shortages in qualified special education personnel.

The Parties agree to the following:

Case Management/Inclusion Period

1. Under Article 10.5, "Hours of Employment," of the collective bargaining agreement ("CBA") "[a]ll secondary teachers shall have a preparation period equivalent in length of time to one (1) regular instructional period"
2. For the 2023-2024 school year, in addition to the preparation period provided in Article 10.5, secondary Education Specialists in the Mild/Moderate Program shall also receive a Case Management/Inclusion Period ("CMIP") equivalent in length of time to one (1) regular instructional period.
3. The Parties agree that the CMIP shall be used to:
 - a. Manage caseloads.
 - b. Convene, conduct and develop IEPs.
 - c. Administer assessments.
 - d. Deliver college and career awareness and transition services.
 - e. Communicate goals, services and accommodations to general education teachers.
 - f. Support students and or co-teach in inclusion classrooms.

Special Education Sub Committee

4. Upon the commencement of the 2023-2024 school year, the parties agree that the Special Education Sub Committee ("SESC") will continue to meet regularly to generate input and recommendations regarding special education working conditions and provide this data to the collective bargaining teams for negotiations.

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 This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, as evidence of past practice or intent of the Parties, or meaning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

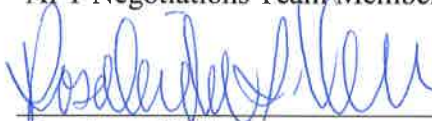
Date



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

ORIGINAL