

AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION  
of the  
POMONA UNIFIED SCHOOL DISTRICT  
and the  
ASSOCIATED POMONA TEACHERS

February 1, 2010 - June 30, 2012  
Pomona, California

**POMONA UNIFIED SCHOOL DISTRICT**

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

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## A G R E E M E N T

THIS AGREEMENT is entered into pursuant to Sections 3540-3549 of the California Government Code this 30<sup>th</sup> day of June, 2010, 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).

### **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:

- \*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

**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.
  - 4.8.1 The Association shall reimburse the district for the full 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.

#### **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 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 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	\$7,200 annually
Employee/Spouse	\$10,425 annually
Employee/Children	\$9,050 annually
Family	\$12,410 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.
- 8.7 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**

- 9.1 The salary schedules are set forth in Appendices I-VII for the 2010-2011 and 2011-2012 school years, 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.

- 9.2 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%.

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 VII.

- 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 IV, "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 (See Appendix XI for 2010-11 and 2011-12 MOU.) 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 (7) years of prior education employment experience for salary schedule placement to a maximum of six (6) years. 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 Notwithstanding Paragraph 14.1, unit members who have a preliminary or clear credential for BCLAD, APE, LSS, school psychologist, school nurse, RSP, or SDC and who are assigned to a position requiring such certification will receive service credit for prior eligible service up to a maximum of seven (7) years prior service in school year 1998-1999. In school year 1999-2000 these members shall receive up to a maximum of eight (8) years credit for eligible prior service, and in school year 2000-2001, they shall receive up to nine (9) years credit for eligible prior service.

9.15

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 nonvolunteers, 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.
- 9.16.6.3 Utilization of individuals whose positions are categorically funded should occur only after the availability of other site certificated staff, including administrators, have been exhausted; i.e., Special Education, Miller-Unruh, Chapter I/SI funded Resource Teacher.

**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:

- 9.16.7.1.1 Teachers, grades 1-6, who take a group of students in order to assist in providing coverage for a class when a substitute has been requested and none is available, will receive twenty-five dollars (\$25.00) per 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) students. A minimum of five (5) teachers should be used to cover a class. The distribution of students should be equitable (coverage should be rotated so no one teacher covers more than once a week, unless absolutely necessary).
- 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 art teacher whose coverage for colleagues creates prep time for grade levels 4-6 is not available. Should a substitute not be available, the VAPA Coordinator shall determine whether the preparation period shall be made up or paid at the rate of \$40 per session. Make-ups not complete by January 15 or June 15 shall be paid on the following monthly payroll warrant.

#### **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 VIII, 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.

**Article 10: HOURS OF EMPLOYMENT**

10.1 Work years shall be as listed below. (See Appendix XI for 2010-11 and 2011-12 MOU.)

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].

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 five (5) adjunct professional duties in addition to their core counseling responsibilities, and Open House, Back to School Night,

Parent/Teacher Conference Night and Graduation. 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 5 adjunct duties, the counselor may, in collaboration with and upon prior approval from the site administrator, flex the schedule for that day. After 2011-12, the number of adjunct duties for which counselors are responsible reverts back to 7 duties per year.

- 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. For the 2010-11 and 2011-12 school years, such after school meetings shall be limited to no more than once per month and shall not exceed 60 minutes.

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.

(See Appendix XI for 2010-11 and 2011-12 MOU.) Late Start Fridays (LSF) at all District schools shall be held weekly around District goals and site identified instructional initiatives as determined by the Principal and defined in the APSA (school plan) 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. One Friday per month (or a total of nine(9) LSF hours for the school year) at the elementary/K-8 level will be devoted to teacher selected collaboration around site and District instructional initiatives.

- 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 1-6 - One (1) teacher preparation period per week is provided for grades 4, 5, and 6 and it is optional for grades 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, inservice training, or for individual matters not related to preparation or planning. The preparation period for grades 1 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 (See Appendix XI for 2010-11 and 2011-12 MOU.) 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 1-6 - When preparation time is reduced during elementary parent conferences, the VAPA 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.

For the 2010-11 school year, the District and APT agree to form a Child Development task force composed of 3 APT and 3 District representatives to formulate recommendations for the 2010-11 negotiating teams. The focus of the task force will be on reviewing prep time allocations and equity for Child Development teachers.

- 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 noninstructional 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; inservice 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.

For the 2010-11 and 2011-12 school years, secondary members of the bargaining unit shall not be required to attend Open House nor second semester Grade Distribution Night.

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 For the 2010-11 and 2011-12 school years, and notwithstanding the above listing of duties and responsibilities, secondary teachers will be assigned no more than three (3) 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.
- 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> |
|--------------------|-----------------------|--------------------|
| 2007-2008          | August 27, 2007       | June 20, 2008      |
- 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. (See Appendix XI for 2010-11 and 2011-12 MOU.)
- 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. (See Appendix XI for 2010-11 and 2011-12 MOU.)
- 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 May 15 of each school year.

### **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 nonselection 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.

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

- 11.4.1 The District may initiate a transfer at any time.
- 11.4.2 Notice of District-initiated transfer from a school site shall be given to a member on or before June 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 June 1. The requirement of this Section 4 B. does not apply to transfers made during the school year.
- 11.4.3 The following factors will be considered in making District initiated transfers due to declining enrollment:
  - 11.4.3.1 Appropriate experience
  - 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 Seniority

- 11.4.4 If a member who has been transferred at the initiation of the District 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.
- 11.4.5 A member who will or has been transferred at the initiation of the District has a right to indicate his or her preference as to the transfer location and/or position; however, the District in making assignments, shall not be limited to such preference.
- 11.4.6 District-initiated transfers shall take precedence over member-initiated transfers or newly employed member assignment requests.
- 11.4.7 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.
- 11.4.8 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**

- 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 his or her preference as to transfer location and/or position; however, the District, in making assignments, shall not be limited to such preference. Transfer under this section will take precedence over other types of transfers in this article.
- 11.5.2 The following factors will be considered in making involuntary transfers under this section:
  - 11.5.2.1 Appropriate experience
  - 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 Seniority

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.

11.6 Alleged violations of this Article 11 pertaining to the procedure for processing a transfer, 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 transfers and assignments, including the facts underlying its exercise of such discretion, shall not be subject to the grievance procedure.

#### 11.7 Relocation Due to Remodeling

The following considerations shall be provided by the District to teachers affected by relocation and classroom renovation:

11.7.1 Upon request, the District will provide boxes free of charge and move all educational equipment and materials in the classroom and/or workspace from one room to another for each change required by the construction and/or renovation project. These moves will be completed outside the regular workday.

11.7.2 The District will continue to provide the affected Bargaining Unit member as much advance notice as possible of the assignment and/or relocation under this provision. Notice will be provided to the affected Bargaining Unit member(s) one (1) week in advance of any such move as a result of reassignment and/or relocation under this provision, unless there are conditions beyond the control of the District.

11.7.3 In cases where Bargaining Unit members are especially sensitive to paint and other chemicals being used as part of the renovation or modernization, the District will schedule work on such projects so as to minimize exposure for the affected member.

### **Article 12: CLASS SIZE (See Appendix XI for 2010-11 and 2011-12 MOU.)**

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	)
Industrial Arts	) Not to exceed the
Drafting	) number of work
Homemaking	) stations
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 (MST 13) shall be posted daily during the first ten (10) days of each semester.

## **12.4. Special Education**

12.4.1 RSP and SDC shall not exceed any statutory maximums, which may be mandated by law, unless an authorized waiver is obtained. Classes that exceed 20 students per period shall be assigned an instructional aide or an additional aide on the fourth consecutive day of more than twenty (20) students in attendance.

12.4.2 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.

LSS shall annually have the opportunity to declare in writing their willingness to provide LSS and case carrier services to students above the caseload average of fifty-five (55), should such a need be established based upon current IEPs.

The District will verify the site caseload via the Special Education Management Information System (CASEMIS), review caseloads to determine the appropriate level of service, and monitor caseloads and services via quarterly accountability meetings between the LSS and the immediate supervisor.

Each LSS who volunteers to serve and actually serves students above the authorized average at District request shall be compensated at the additional rate of two (2) hours per month for each student determined to be above the caseload, based upon .001 of the factor step of his/her class on the base salary schedule.

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

12.4.4 The annual assessment caseload for school psychologists shall not exceed 55.

12.4.5 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.

For the 2010-11 school year, the District and APT agree to form an RtI task force composed of 3 APT and 3 District representatives to formulate recommendations for the 2010-11 negotiating teams. The focus of the task force will be on reviewing possible RtI interventions and trainings for general education and special education staff and also reviewing the recommendations of the 2008 Special Education Audit. The task

force will begin its work in December 2010 and provide a preliminary report to the bargaining teams by April 2011.

In the 2010-11 and 2011-12 school years, the annual assessment caseload for school psychologist shall not exceed 55. A reassessment completed by the data collection and review process will be counted as half of an assessment toward the annual caseload count.

In the 2010-11 and 2011-12 school years, the District will make a good faith effort to achieve a student counselor caseload between 375 and 400 at the comprehensive high school level. The caseload shall not exceed 400 students per counselor. The counselor caseload at the middle school level will be reduced with the addition of several new counselors. These caseload reductions are contingent upon the District receiving continuing additional funding provided by AB 1802, Supplemental Counseling Program.

In the 2010-11 and 2012 school years, the Counselor Steering Committee will be maintained to address counselor's concerns relative to flexibility in scheduling, common duties and consistency of practices among the secondary schools. The focus of this committee will be to review, on a monthly basis, issues related to consistent Guidance practices across the District.

### **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 observation by November 1st, and conference with the evaluator concerning the observations by November 15.
  - 13.3.2 Permanent employees who are members of the bargaining unit - at least once every two (2) years.

- 13.3.3 Permanent employees, with 10 years of service in the District, who are members of the bargaining unit and have received Satisfactory performance on their two most recent evaluations, including 2010-11, at least once every (3) years.
- 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 November 1, 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 November 1, 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 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 four (4) 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. After 2011-12, a member may be required to present a medical doctor's certificate verifying personal illness or injury after three (3) consecutive days.

- 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.

### **14.3 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 Parental Leave**

For the birth or adoption of his/her child, a bargaining unit member may utilize any of the following leaves in Article 14 for which he/she is eligible: section 14.8-Personal Necessity Leave, section 14.13-Infant Care Leave, section 14.14-Child Adoption Leave, section 14.17-Personal Leave-Personal Business, section 14.18-Family Care and Medical Leave, or section 14.19-Other Leaves Without Pay.

#### **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 earning* 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 Any member of the bargaining unit 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.
- 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 eight (8) days in any school year. After 2011-12, the number of personal necessity days reverts back to 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 slow down 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 three (3) 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. After 2011-12, the number of days per year of leave for compelling personal importance reverts back to 2 days in any school year.

- 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 slow down, 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 Notification of Return to Work**

14.20.1 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.

- 14.20.2 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.

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

- 14.21.1 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.

- 14.21.2 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.

### **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 outlines 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 outlines 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: PROCEDURES FOR SUSPENSION**

- 18.1 The District has the right to suspend a member of the bargaining unit for up to ten (10) days without pay for serious misconduct.
- 18.2 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.

- 18.3 A member will receive an oral and written warning prior to being suspended unless the conduct for which the suspension is imposed is such that suspension could be reasonably expected.
- 18.4 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 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.
- 18.6 The 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.

#### **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 Effective February 1, 1988, each member of the bargaining unit shall either be a member of the Association or pay a service fee in an amount not exceeding the amount of the standard initiation fee, periodic dues, and general assessments of the Association.
- 20.2 Part-time employees and employees on a paid leave of absence shall pay dues or fees in an amount equal to the Association's prorated annual dues for part-time employees. Employees on an unpaid leave of absence shall pay one-fourth (1/4) of the dues or service fees required pursuant to Section 20.1 hereof, within sixty (60) days after beginning the leave of absence.
- 20.3 Bargaining unit members must notify the Association and District of their preference in membership status. Bargaining unit members have thirty (30) days from the date of becoming a bargaining unit member to decide whether to be a service fee payer or hold membership in APT. If the unit member holds a bona fide religious objection to this, the unit member must follow Article 20, Section 20.9 of the collective bargaining agreement.

- 20.4 Members of the bargaining unit employed in a bargaining unit position for a full school year shall pay the full dues or service fees required pursuant to Section 1 hereof. In the event an individual becomes a member of the bargaining unit after the beginning of the school year, his or her obligation to pay dues or service fees to the Association shall commence on the first of the month following the member's entry into the bargaining unit.
- 20.5 A member may pay such fees or dues directly or may authorize payroll deduction in accordance with Article 7 of this Agreement. The payment of dues or service fees authorized through payroll deduction shall be submitted to the Association within a reasonable time. If the member elects to pay the fees or dues directly, said payment shall be made annually in advance.
- 20.6 Service fee payers are not required to support the Association's activities that are not related to collective bargaining. The Association will furnish all service fee payers with an adequate explanation of the basis for the service fee and the calculation of that portion of the fee, which is chargeable to activities related to collective bargaining. The Association will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision-maker, and will deposit into an escrow account all amounts reasonably in dispute while such challenges are pending. The Association will not retain the portion of an employee's service fee that is chargeable to purposes not related to collective bargaining, if that member files a timely objection as required by the Association's policy.
- 20.7 In the event that a member of the bargaining unit does not pay the dues or fees referred to in Section 1 of this Article directly to the Association or authorize payment through payroll deduction, the District will, on written notification and presentation of adequate documentation by the Association, deduct the service fee and appropriate amounts to cover fees in arrears. This deduction will continue in accordance with Education Code Section 45061. Such notification shall include evidence that the employee has failed to pay such dues or fees for at least three (3) consecutive months, and that the Association has notified the employee, in writing, on at least two (2) separate occasions, at least two (2) weeks apart, of the alleged default in dues or nonpayment of fees. The Association's notification to the member must include a statement of the amount of fees or dues owed as of the date of said notification.
- 20.8 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.

20.8.1 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.

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

20.9 Any member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support APT/CTA/NEA as a condition of employment. Such member shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following nonreligious, non-labor organizations, or charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

20.9.1 *Cesar Chavez Memorial Education Awards Program;*

20.9.2 *Martin Luther King Jr. Memorial Scholarship Fund;*

20.9.3 *Pomona Valley Education Scholarship Fund for PUSD Students;*

20.9.4 *United Way;*

20.9.5 *American Red Cross.*

20.9.6 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying the service fee, furnish the District with copies of receipts from the charity selected, by June 1, as proof that such payments have been made, or shall authorize payroll deduction of such payments. The District shall provide the Association with copies of such proof. If any employee who claims this religious exemption requests the Association use the grievance procedure on that employee's behalf, the Association shall charge the employee for the reasonable cost of using such procedure.

20.10 The Association agrees to furnish any information needed by the District to fulfill the provisions 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	\$7,200 annually
Employee/Spouse	\$10,425 annually
Employee/Children	\$9,050 annually
Family	\$12,410 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 slow down, 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 a.m. on two (2) consecutive days in areas where students are receiving instruction, students and teachers shall be removed to a cooler 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**

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.

Each party to this Agreement intends to interpret and apply the provisions of this Agreement in a reasonable manner.

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.

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."

The District has the responsibility to provide fully credentialed counselors at the middle school level.

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.

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 electronic report cards. Teachers may print out their own report cards.

For the 2010-11 and 2011-12 school years, during spring conferences only, elementary teachers shall schedule conferences with parents of all students who are receiving "N", "U", "D", or "F" grades in core

areas and will honor parent conference requests for other students on a district-developed form.

## **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.

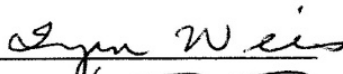
### **Article 32: DURATION OF AGREEMENT**

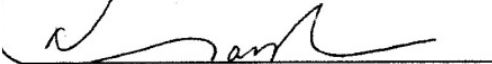
32.1 The term of this Agreement shall be from February 1, 2010 through June 30, 2012, and thereafter shall continue in effect year-to-year unless one of the parties notifies the other in writing no later than August 15, 2011 or August 15 of any succeeding school year, of its request to modify, amend, or terminate the Agreement.

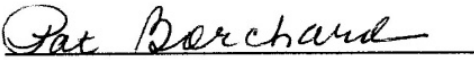
Either the District or the Association may annually request, by written notice of intent given by August 15 of any year of this Agreement, that reopener negotiations commence on or after October 1 of the same year regarding Articles 8 (Health and Welfare Benefits), 9 (Compensation), 12 (Class Size), and/or any two other articles.

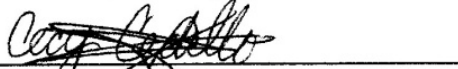
32.2 The following signatures indicate that this Agreement has been ratified by the Association and the District on June 30, 2010.

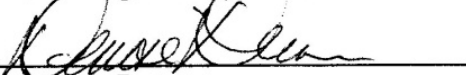
**ASSOCIATED POMONA TEACHERS**


  
\_\_\_\_\_  
Tyra Weis  
APT President

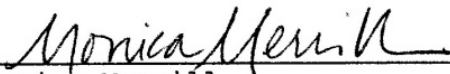
  
\_\_\_\_\_  
Danielle Rasshan  
Spokesperson

  
\_\_\_\_\_  
Pat Borchard  
APT Bargaining Team

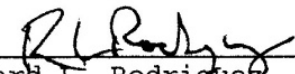
  
\_\_\_\_\_  
Cecy Cedillo  
APT Bargaining Team


  
\_\_\_\_\_  
Denise Dunn  
APT Bargaining Team


  
\_\_\_\_\_  
Ken Lambright  
APT Bargaining Team


  
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Monica Merrill  
APT Bargaining Team

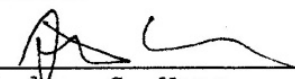
**POMONA UNIFIED SCHOOL DISTRICT**

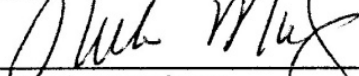
  
\_\_\_\_\_  
Richard L. Rodriguez  
President

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

  
\_\_\_\_\_  
Roberta A. Perlman  
Member

  
\_\_\_\_\_  
Jason A. Rothman  
Member

  
\_\_\_\_\_  
Andrew S. Wong  
Member

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

# APPENDICES

**BASE SALARY SCHEDULE**  
**POMONA UNIFIED SCHOOL DISTRICT**  
**TEACHERS' SALARIES BY COLUMN AND STEP (Regular Positions – 187 Working Days)**  
 7-1-10 thru 6-30-11

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	42,950	42,950	44,876	50,517	53,298	56,082
2nd	44,658	44,658	46,656	50,517	53,298	56,082
3rd	46,364	46,364	48,440	50,517	53,298	56,082
4th	48,068	48,068	50,221	52,371	55,344	58,306
5th	49,776	49,776	51,994	54,227	57,381	60,535
6th		51,480	53,781	56,082	59,425	62,769
7th		53,192	55,565	57,939	61,462	64,987
8th		54,898	57,345	59,793	63,500	67,217
9th		56,606	59,123	61,645	65,545	69,447
10th		58,306	60,907	63,500	67,586	71,668
11th		60,016	62,688	65,358	69,628	73,896
12th				67,214	71,668	76,118
13th					73,708	78,345
14th						80,571
15th						82,796
Factor Step	37,102	37,102	38,964	40,815	43,042	45,270

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), or Professional clear Credential.

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.

\*\* Effective 09-01-01

BASE SALARY SCHEDULE  
 POMONA UNIFIED SCHOOL DISTRICT  
 TEACHERS' SALARIES BY COLUMN AND STEP (Regular Positions – 188 Working Days)  
 7-1-11 thru 6-30-12

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	42,950	42,950	44,876	50,517	53,298	56,082
2nd	44,658	44,658	46,656	50,517	53,298	56,082
3rd	46,364	46,364	48,440	50,517	53,298	56,082
4th	48,068	48,068	50,221	52,371	55,344	58,306
5th	49,776	49,776	51,994	54,227	57,381	60,535
6th		51,480	53,781	56,082	59,425	62,769
7th		53,192	55,565	57,939	61,462	64,987
8th		54,898	57,345	59,793	63,500	67,217
9th		56,606	59,123	61,645	65,545	69,447
10th		58,306	60,907	63,500	67,586	71,668
11th		60,016	62,688	65,358	69,628	73,896
12th				67,214	71,668	76,118
13th					73,708	78,345
14th						80,571
15th						82,796
Factor Step	37,102	37,102	38,964	40,815	43,042	45,270

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.

POMONA UNIFIED SCHOOL DISTRICT  
 HIGH SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 202 Working Days)  
 7-1-10 thru 6-30-11

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	48,376	48,376	50,542	56,897	60,031	63,164
2nd	50,299	50,299	52,549	56,897	60,031	63,164
3rd	52,220	52,220	54,558	56,897	60,031	63,164
4th	54,140	54,140	56,566	58,988	62,333	65,672
5th	56,064	56,064	58,561	61,078	64,629	68,181
6th		57,983	60,576	63,164	66,930	70,697
7th		59,913	62,584	65,257	69,226	73,197
8th		61,831	64,589	67,346	71,521	75,707
9th		63,755	66,591	69,433	73,824	78,218
10th		65,672	68,602	71,521	76,122	80,720
11th		67,598	70,605	73,615	78,423	83,229
12th				75,703	80,720	85,734
13th					83,020	88,240
14th						90,748
15th						93,255
Factor Step	41,789	41,789	43,886	45,970	48,479	50,988

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), or Professional clear Credential or Appropriate Services Credential.
- 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.

\*\* Effective 09-01-01

POMONA UNIFIED SCHOOL DISTRICT  
 HIGH SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 203 Working Days)  
 7-1-11 thru 6-30-12

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	48,376	48,376	50,542	56,897	60,031	63,164
2nd	50,299	50,299	52,549	56,897	60,031	63,164
3rd	52,220	52,220	54,558	56,897	60,031	63,164
4th	54,140	54,140	56,566	58,988	62,333	65,672
5th	56,064	56,064	58,561	61,078	64,629	68,181
6th		57,983	60,576	63,164	66,930	70,697
7th		59,913	62,584	65,257	69,226	73,197
8th		61,831	64,589	67,346	71,521	75,707
9th		63,755	66,591	69,433	73,824	78,218
10th		65,672	68,602	71,521	76,122	80,720
11th		67,598	70,605	73,615	78,423	83,229
12th				75,703	80,720	85,734
13th					83,020	88,240
14th						90,748
15th						93,255
Factor Step	41,789	41,789	43,886	45,970	48,479	50,988

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), or Professional clear Credential or Appropriate Services Credential.
  - 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.  
 \*\* Effective 09-01-01

POMONA UNIFIED SCHOOL DISTRICT  
MIDDLE SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 197 Working Days)  
7-1-10 thru 6-30-11

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	47,167	47,167	49,280	55,476	58,530	61,587
2nd	49,041	49,041	51,236	55,476	58,530	61,587
3rd	50,915	50,915	53,193	55,476	58,530	61,587
4th	52,788	52,788	55,152	57,512	60,775	64,030
5th	54,662	54,662	57,097	59,550	63,013	66,476
6th		56,532	59,062	61,587	65,256	68,930
7th		58,414	61,019	63,624	67,495	71,366
8th		60,285	62,974	65,663	69,734	73,815
9th		62,162	64,926	67,697	71,978	76,263
10th		64,030	66,887	69,734	74,220	78,701
11th		65,908	68,840	71,773	76,462	81,149
12th				73,809	78,701	83,590
13th					80,945	86,034
14th						88,480
15th						90,924
Factor Step	40,743	40,743	42,789	44,821	47,267	49,715

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), or Professional clear Credential or Appropriate Services Credential.

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.

\*\* Effective 09-01-01

POMONA UNIFIED SCHOOL DISTRICT  
MIDDLE SCHOOL COUNSELOR SALARY SCHEDULE (11 Months - 198 Working Days)  
7-1-11 thru 6-30-12

STEP	COLUMN A	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1st	47,167	47,167	49,280	55,476	58,530	61,587
2nd	49,041	49,041	51,236	55,476	58,530	61,587
3rd	50,915	50,915	53,193	55,476	58,530	61,587
4th	52,788	52,788	55,152	57,512	60,775	64,030
5th	54,662	54,662	57,097	59,550	63,013	66,476
6th		56,532	59,062	61,587	65,258	68,930
7th		58,414	61,019	63,624	67,495	71,366
8th		60,285	62,974	65,663	69,734	73,815
9th		62,162	64,926	67,697	71,978	76,263
10th		64,030	66,887	69,734	74,220	78,701
11th		65,908	68,840	71,773	76,462	81,149
12th				73,809	78,701	83,590
13th					80,945	86,034
14th						88,480
15th						90,924
Factor Step	40,743	40,743	42,789	44,821	47,267	49,715

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), or Professional clear Credential or Appropriate Services Credential.
  - 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.  
\*\* Effective 09-01-01

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-10 thru 6-30-11)

	(A)	(B)	(C)
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree
-----			
I. TEACHER SPECIALIST	78,862	80,990	82,196
TEACHING/TEACHER	80,438	82,611	83,840
SPECIALIST	82,049	84,263	85,517
	83,688	85,947	87,227
11 Months -- 198 Working Days	85,361	87,666	88,972
-----			

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-11 thru 6-30-12)

	(A)	(B)	(C)
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree
-----			
I. TEACHER SPECIALIST	78,862	80,990	82,196
TEACHING/TEACHER			
SPECIALIST	80,438	82,611	83,840
	82,049	84,263	85,517
	83,688	85,947	87,227
11 Months -- 199 Working Days	85,361	87,666	88,972
-----			

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-10 thru 6-30-11)

	(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	87,310	89,667	90,999
	89,057	91,462	92,820
	90,837	93,291	94,677
	92,657	95,156	96,571
12 Months -- 219 Working Days	94,509	97,061	98,502
-----			

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-11 thru 6-30-12)

	(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	87,310	89,667	90,999
	89,057	91,462	92,820
	90,837	93,291	94,677
	92,657	95,156	96,571
12 Months -- 220 Working Days	94,509	97,061	98,502

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-10 thru 6-30-11)

	(A) Appropriate Credential plus National Board Certification	(B) Appropriate Credential Advanced Degree plus National Board Certification	(C) Appropriate Credential plus 60 Graduate Units Including Advanced Degree plus National Board Certification
-----			
III. TEACHER SPECIALIST	90,530	92,975	94,355
	92,341	94,833	96,241
	94,187	96,732	98,168
	96,069	98,664	100,130
12 Months -- 227 Working Days	97,993	100,638	102,133
-----			

**APPENDIX III**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-11 thru 6-30-12)

	(A) Appropriate Credential plus National Board Certification	(B) Appropriate Credential Advanced Degree plus National Board Certification	(C) Appropriate Credential plus 60 Graduate Units Including Advanced Degree plus National Board Certification
III. TEACHER SPECIALIST	90,530	92,975	94,355
	92,341	94,833	96,241
	94,187	96,732	98,168
	96,069	98,664	100,130
12 Months -- 228 Working Days	97,993	100,638	102,133

**APPENDIX IV**

POMONA UNIFIED SCHOOL DISTRICT  
 CHILD DEVELOPMENT CERTIFICATED SALARY SCHEDULE  
 Effective 7-1-10 thru 6-30-11

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.	\$39,556	\$42,445	\$43,948	\$45,538	\$47,180
220 Working Days	40,928	43,948	45,538	47,180	48,856
(8 hours per day)	42,445	45,538	47,180	48,856	50,621
Head Teachers to	43,948	47,180	48,856	50,621	52,358
receive additional	45,538	48,856	50,621	52,358	54,081
\$50 per month for		50,621	52,358	54,081	55,975
additional		52,358	54,081	55,975	57,934
responsibility					
<hr/>					
II.	\$33,801	\$36,272	\$37,556	\$38,911	\$40,317
187 Working Days	34,974	37,556	38,911	40,317	41,750
(8 hours per day)	36,272	38,911	40,317	41,750	43,258
	37,556	40,317	41,750	43,258	44,742
	38,911	41,750	43,258	44,742	46,214
		43,258	44,742	46,214	47,833
		44,742	46,214	47,833	49,507
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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.

**APPENDIX IV**

POMONA UNIFIED SCHOOL DISTRICT  
 CHILD DEVELOPMENT CERTIFICATED SALARY SCHEDULE  
 Effective 7-1-10 thru 6-30-11

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.	\$39,556	\$42,445	\$43,948	\$45,538	\$47,180
220 Working Days	40,928	43,948	45,538	47,180	48,856
(8 hours per day)	42,445	45,538	47,180	48,856	50,621
Head Teachers to	43,948	47,180	48,856	50,621	52,358
receive additional	45,538	48,856	50,621	52,358	54,081
\$50 per month for		50,621	52,358	54,081	55,975
additional		52,358	54,081	55,975	57,934
responsibility					
<hr/>					
II.	\$33,801	\$36,272	\$37,556	\$38,911	\$40,317
188 Working Days	34,974	37,556	38,911	40,317	41,750
(8 hours per day)	36,272	38,911	40,317	41,750	43,258
	37,556	40,317	41,750	43,258	44,742
	38,911	41,750	43,258	44,742	46,214
		43,258	44,742	46,214	47,833
		44,742	46,214	47,833	49,507
<hr/>					

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.

**BASE SALARY SCHEDULE**  
**POMONA UNIFIED SCHOOL DISTRICT**  
**ADULT & CAREER EDUCATION/ROP SALARY SCHEDULE**  
 7-1-10 thru 6-30-12

STEP	COLUMN I Preliminary	COLUMN II Preliminary	COLUMN III Clear	COLUMN IV Clear	COLUMN V Clear
<b>1st</b>	\$31.872	\$33.130	\$34.831	\$36.535	\$38.221
<b>2nd</b>	33.895	35.170	36.873	38.560	40.263
<b>3rd</b>	35.413	36.426	38.988	40.691	42.806
<b>4th</b>		40.263	40.836	42.729	43.884
<b>5th</b>			42.806	43.884	44.954

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		

**APPENDIX VI**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-10 thru 6-30-11)

	(A)	(B)	(C)
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree
-----			
I. INTERVENTION TEACHER AFTER SCHOOL & SAFETY EDUCATION TCHR	54,216	57,381	60,535
10 Months -- 187 Working Days			
-----			

**APPENDIX VI**

POMONA UNIFIED SCHOOL DISTRICT  
 SPECIAL PROJECTS SALARY SCHEDULE  
 for SPECIFIED BARGAINING UNIT MEMBERS  
 (Effective 7-1-11 thru 6-30-12)

	(A)	(B)	(C)
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree
I. INTERVENTION TEACHER AFTER SCHOOL & SAFETY EDUCATION TCHR	54,216	57,381	60,535
10 Months -- 188 Working Days			

**APPENDIX VI**

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
(Effective 7-1-10 thru 6-30-11)

	(A)	(B)	(C)	
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree	
<hr/>				
II .	INTERVENTION SPECIALIST	59,415	62,957	66,501
11 Months -- 198 Working Days				
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**APPENDIX VI**

POMONA UNIFIED SCHOOL DISTRICT  
SPECIAL PROJECTS SALARY SCHEDULE  
for SPECIFIED BARGAINING UNIT MEMBERS  
(Effective 7-1-11 thru 6-30-12)

	(A)	(B)	(C)	
	Appropriate Credential	Appropriate Credential Advanced Degree	Appropriate Credential plus 60 Graduate Units Including Advanced Degree	
<hr/>				
II .	INTERVENTION SPECIALIST	59,415	62,957	66,501
11 Months -- 199 Working Days				
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SALARY SCHEDULEExtra 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>
School Psychologist	1.15

- 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>
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 Language Specialist	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

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 sport season. 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

**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

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 Inservice \$25.00 per hour.



ELEMENTARY SCHEDULES**Kindergarten****AM Kindergarten Teachers**

Alone	8:10 - 8:30	(20 minutes)
Together	8:30 - 10:13	(103 minutes)
Alone	10:13 - 11:36	(83 minutes)
AM Teacher lunch:	11:36 - 12:16	(40 minutes)
AM Teacher Prep:	12:16 - 12:40	(24 minutes)
	and 2:23 - 3:06	(43 minutes)

**PM Kindergarten Teachers**

Alone	11:40 - 12:40	(60 minutes)
Together	12:40 - 2:23	(103 minutes)
Alone	2:23- 3:06	(43 minutes)
PM Teacher lunch:	11:00 - 11:40	(40 minutes)
PM Teacher Prep:	8:10 - 8:30	(20 minutes)
	and 10:13 - 11:00	(47 minutes)

**Kindergarten - Late Start Friday**

## AM Kindergarten

Start Time	9:05	177 minutes
End Time	12:02	177 minutes

## PM Kindergarten

Start Time	12:09	177 minutes
End Time	3:06	177 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 - 2:30	135 minutes
2:30	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 - 1:30	75 minutes
1:30	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 - 2:10	115 minutes
2:10	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 - 1:30	75 minutes
1:30	Student Dismissal

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

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

8:10 - 10:00	140 minutes
10:00 - 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 - 3:00	45 minutes
3:00	Student Dismissal

**WEDNESDAY (MINIMUM DAY)**

8:10 - 10:00	140 minutes
10:00 - 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 - 1:30	45 minutes
1:30	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 - 2:30	105 minutes
2:30	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 - 1:30	45 minutes
1:30	Student Dismissal

REVISED 11/3/10

POMONA UNIFIED SCHOOL DISTRICT  
School Calendar 2010 – 2011

REVISED 11/3/10

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days of Service	Student Days	Holidays Legal	Holidays Local
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F				
First School Month SEPT. 1 – SEPT. 24	SEPT. 1 2 3					<del>6</del> 7 8 9 10					13 14 15 16 17					20 21 22 23 24					SD (4) 17	13	1	
Second School Month SEPT. 27 – OCT. 22	OCT. 27 28 29 30 1					4 5 6 7 8					11 12 13 14 15					18 19 20 21 22					20	20		
Third School Month OCT. 25 – NOV. 19	25 26 27 28 29					NOV. 1 2 3 4 5					8 9 10 <del>11</del> 12					15 16 17 18 19					FSD(1) <del>18-19</del>	18	1	
Fourth School Month NOV. 22 – DEC. 17	22 23 <del>24</del> <del>25</del> <del>26</del>					DEC. 29 30 1 2 3					<del>6</del> <del>7</del> 8 9 10					<del>13</del> <del>14</del> 15 16 17					FD (1) 17	17	1	-4 2
Fifth School Month DEC. 20 – JAN. 14	<del>20</del> <del>21</del> <del>22</del> <del>23</del> <del>24</del>					<del>27</del> <del>28</del> <del>29</del> <del>30</del> <del>31</del>					JAN. 3 4 5 6 7					10 11 12 13 14					SD (1) 10	-9 10	2	2
Sixth School Month JAN. 17 – FEB. 11	<del>17</del> 18 19 20 21					24 25 26 <del>27</del> <del>28</del>					FEB. 31 1 2 3 4					<del>8</del> 9 10 11					18	18	2	
Seventh School Month FEB. 14 – MAR. 11	14 15 16 17 18					<del>21</del> <del>22</del> 23 24 25					MAR. 28 1 2 3 4					7 8 9 10 11					19	19	1	
Eighth School Month MAR. 14 – APR. 8	14 15 16 17 18					<del>21</del> <del>22</del> 23 <del>24</del> <del>25</del>					<del>28</del> <del>29</del> 30 <del>31</del> APR. 1					4 5 6 7 8					15	15		
Ninth School Month APR. 11 – MAY 6	11 12 13 14 15					18 19 20 21 22					25 26 27 28 29					MAY 2 3 4 5 6					20	20		
Tenth School Month MAY 9 – JUNE 3	9 10 11 12 13					16 17 18 19 20					23 24 25 26 27					MAY <del>30</del> JUNE 31 1 2 3					SD (1) 19	48 19	1	
Eleventh School Month JUNE 6 – JUNE 22	6 7 8 9 10					13 14 15 <del>16</del> <del>17</del>					<del>20</del> <del>21</del> <del>22</del>										FSD(61) <del>8</del> 13	-8 11		
<b>Totals</b>																<b>484 187</b>	<b>476 180</b>	<b>9</b>	<b>-3 4</b>					

- Sept. 1 Teachers Report
- Sept. 1 - 3 Professional Development Days (Student-Free)
- Sept. 6 Labor Day
- Sept. 7 Professional Development Day (Student-Free)
- Sept. 8 School Begins: Shortened Day for All Students
- Sept. 9 - 10 Shortened Days for Elementary Students
- Nov. 11 Veteran's Day
- Nov. 12 Budget-Cut-Day/Furlough-Day (Student-Free)
- Nov. 12 REV Professional Development Day (Student-Free)
- Nov. 24 Budget-Cut-Day/Furlough-Day (Student-Free)
- Nov. 24 REV School Closed/Local Holiday
- Nov. 25 - 26 Thanksgiving Holidays
- Dec. 6 - 17 Elementary School Parent Conferences
- Dec. 20 - 31 Winter Recess
- Jan. 3 Professional Development Day (Student-Free)

- Jan. 17 Martin Luther King, Jr. Day
- Jan. 27 - 28 Shortened Days for High Schools - Sem. Exams
- Feb. 7 Lincoln Day Observance
- Feb. 21 Washington Day Observance
- Mar. 21 - Apr. 1 Elementary School Parent Conferences
- Apr. 4 - 8 Spring Recess
- May 27 Professional Development Day (Student-Free)
- May 30 Memorial Day
- June 13 Shortened Day for High School Students
- June 14-15 Shortened Day for All Students
- June 15 Last Day of School for All Students
- June 15-22 Budget-Cut-Days/Furlough-Days (Student-Free)
- June 16-22 Shortened Days for High School Students
- June 17-20 REV Shortened Days for All Students
- June 20 REV Last Day of School for All Students

- Jun. 21 REV Professional Development Day (Student-Free)
- Jun. 22 REV Last Day for Teachers

- High Schools & Middle Schools
- Nov. 5 = End of 1<sup>st</sup> Quarter
- Jan. 28 = End of 1<sup>st</sup> Semester
- Apr. 1 = End of 3<sup>rd</sup> Quarter
- June 15 = End of 2<sup>nd</sup> Semester
- REV June 20 = End of 2<sup>nd</sup> Semester
- Elementary Schools
- Nov. 23 = End of 1<sup>st</sup> Trimester
- Mar. 11 = End of 2<sup>nd</sup> Trimester
- June 15 = End of 3<sup>rd</sup> Trimester
- REV June 20 = End of 3<sup>rd</sup> Trimester

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

= Schools not in session    
  = Shortened Day for all Students    
  = Shortened Day for Elementary Students    
  = Shortened Day for High School Students    
  = Professional Development Day (Student-Free)

= Budget-Cut-Day/Furlough Day (Student-Free)    
  = Holiday    
  = Last Day for Teachers

Board Approved: 6/30/10; Revised 11/3/10

## PUSD / APT MEMORANDUM OF UNDERSTANDING FOR 2010-11 AND 2011-12

This Memorandum of Understanding reflects the parties' agreement with respect to the matters addressed herein and it is the parties' intention to continue and complete negotiations in good faith on the other matters addressed since their initial proposals.

The following provisions regarding Budget Cut (furlough) days shall be in effect for school years 2010-11 and 2011-2012. This MOU shall sunset as of June 30, 2012.

1. Budget Cut Days

The 2010-11 and 2011-12 work years shall be the remainder days set forth below after subtracting Budget Cut days. From each of these numbers of work days, seven Budget Cut days, with proportionate reduction of salary, to be designated on the negotiated calendar, shall be applied as indicated:

Middle School Counselors	198 less 7 Budget Cut days = 191 work days
High School Counselors	203 less 7 Budget Cut days = 196 work days
Head Teachers, Children's Center	220 days less 7 Budget Cut days = 213 work days
Psychologists	193 less 7 Budget Cut days = 186 work days
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. less 7 Budget Cut days = 192, 213 and 221 work days, respectively
Teachers, Children's Center	220 days less 7 Budget Cut days = 213 work days
Teachers, Head Start	188 less 7 Budget Cut days = 181 work days
Teachers, State Preschool	188 less 7 Budget Cut days = 181 work days



Items C and D related to class size will be addressed as follows:

Elementary special education class size: Elementary RSP shall be the size that may be authorized by law from time to time, presently 28.

Elementary class size shall be adjusted with a goal of not exceeding fifteen (15) (SDCMM) and twelve (12) (SDCMS). After December 1<sup>st</sup> annually, when an elementary special education mild to moderate SDC class size exceeds fifteen (15), the teacher will be paid \$25 per day 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.

In addition, for the period of the Memorandum of Understanding only, the first sentence in Article 12, Section 12.3, shall be revised as follows:

12.3 If class size maximums are exceeded, and the member has not volunteered to accept additional students under Article 12, Section 12.2, 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 12.2, 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. The Association may file a grievance at Level III of the grievance procedure.

Increase all class sizes in Section 12.2, Secondary, except middle school and senior high school physical education, and senior high art and instrumental and vocal music, and delete the final paragraph of Section 12.2 as follows:

B. Secondary

English	35
Social Studies	35
Mathematics	35
Science	35
Language	35
Art - Middle School	35
Art - Sr. High	38
Music Theory	35
Instrumental/Vocal	Not specified
Middle School Physical Ed.	50
Sr. High Physical Ed.	50 (other than individual activities)

Sr. High Physical Ed.	33* (individual activities)
Crafts	35
Business	35
Typing	35
Industrial Arts	35
Drafting	35
Homemaking	35
Vocational Classes	35
Special Education Mild to Moderate	20
Special Education Moderate to Severe	14

Revise the final paragraph of Section 12.2 to read as follows:

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 seventy-five (175) 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 and who have more than 175 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 175 or 35 in addition to their base salary, commencing on the sixteenth school day in the first semester and on the eighth school day in the second semester. Student aides shall not be counted as student contacts. This additional compensation shall be paid at the end of 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 reaching 175 student contacts.

#### **Special Education at the Secondary Level**

If a secondary special education mild to moderate class exceeds 20 students per period or 14 students per period in the case of a special education moderate to severe class, the teacher will be paid \$5.00 per period per student per day for each student that exceeds the stated class size. If the special education class size has not been remedied by the sixth day, payment will be retroactive to the first day of instruction for each semester. If the total secondary special education mild to moderate load for the day exceeds 100 students or if the total secondary special education moderate to severe load for the day exceeds 70 students, the teacher shall be paid \$5.00 per student per day for each student over the daily maximum load.

**At section 12.4 "Special Education" item 1 shall be amended to read:**

RSP and SDC shall not exceed any statutory maximums, which may be mandated by law, unless an authorized waiver is obtained. Classes that exceed twenty (20) students per period shall be assigned an instructional aide or an additional aide on the 4<sup>th</sup> consecutive day of more than twenty (20) students in attendance.

At the secondary level, the site administrator shall publish the Special Education Instructional Aide schedule by the 15<sup>th</sup> day of school to ensure that all Special Education Instructional Aides are assigned appropriately.

E. Decrease 4-6 Prep time to 60 minutes  
Modify the existing contract language as follows:

- 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 sixty (60) minutes 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.
- 10.3 Late Start Fridays (LSF) at all District schools shall be held weekly around District goals and site identified instructional initiatives as determined by the Principal and defined in the APSA (school plan), 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. For grades 4-6, two (2) late start Fridays per month will be devoted to teacher prep time. For Kindergarten, one (1) late start Friday per month will be devoted to teacher prep time. One Friday per month (or a total of nine (9) LSF hours for the school year) will be devoted to teacher selected collaboration around site and District instructional initiatives.

F. Use annual date of October 1 for submission of credits for advancement on salary schedule.  
Modify the existing contract language as follows:

9.11.13 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 by October 1 of the school year for which horizontal advancement has been requested 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 December 1.

**PUSD / APT Memorandum of Understanding**

For APT:

For PUSD:

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date