

ASSOCIATED POMONA TEACHERS

CONTRACT REOPENER

2024-25

TENTATIVE AGREEMENT



MAY 27, 2025

ASSOCIATED POMONA TEACHERS
Highlights from the Tentative Agreement
May 27, 2025

Article 8: Health & Welfare Benefits

- For the 2024-25 school year the District will increase the health and welfare benefit allotment a minimum of \$1,200 for full time bargaining unit members.

Article 9: Compensation

- New salary schedule will continue to skip Step 1. In addition, the following steps will also be skipped: 16, 21 and 26. As of July 2025, unit members will no longer be placed on Step 1 (2024), Step 16, Step 21 and Step 26 on Schedules A, G, K, L, V and W.
- A 2% one-time off schedule payment based on the member's 2024-25 base salary earnings.
- Date change to notify the district of retirement from "10 months prior" to "by October 15th."
- Added "Child Development Resource Teachers" to the \$42 pay for pupils assigned to them when a substitute is not present.

Article 10: Hours of Employment

- High school counselors will begin 15 minutes prior to start of school day and will end 50 minutes after the end of school day.
- Adjunct duties for counselors are reduced to 6 and FAFSA night was added.
- Grades 9-12: teacher arrival begins 15 minutes before first period class.
- Added language to PD day to negotiate for planning, grading, and teacher choice in the future.
- Teachers assigned to SDC class at the secondary level will receive 1 release day per quarter for caseload management and IEP documentation.
- Compensated committees will rotate

Article 12: Class Size

- SDCMS will cap at 12, but overages over 10 will be paid \$25 per student.
- District shall not assign additional general education students to RSP teachers with caseload of 24 or more.
- Principals will meet with the SET team prior to May 15 to discuss mainstreaming.

Article 13: Evaluations

- No change. *New evaluation plan will be negotiated for the 2025-26 school year.*

Article 23: Safety Conditions of Employment

- Some language changes in Building Site Safety, Site Safety Committee and Administrative Designee

Dual Language Immersion MOU

- Increase English teacher stipend to 0.0475 and target language teacher to 0.055 effective 2025-26

Appendix XII

- Added stipends for Flag Football coaches, Middle School Athletic Coordinator and K-8 Performing Arts Coach

**TENTATIVE AGREEMENT AND MOU
BETWEEN
THE POMONA UNIFIED SCHOOL DISTRICT
AND
THE ASSOCIATED POMONA TEACHERS**


The Pomona Unified School District ("District") and the Associated Pomona Teachers ("APT") (collectively referred to hereinafter as the "Parties") hereby reach the following Tentative Agreement and Memorandum of Understanding ("MOU").

On May 27, 2025, the Parties concluded 2024-2025 reopener negotiations (see attached Articles 8, 9, 10, 12, 23 and Appendix XII). The Parties hereby agree that, when applicable, the existing MOUs identified below shall continue in full force and effect up to and including June 30, 2027.

- MOU K-3 Class Size Reduction
- MOU Lead Consulting Teacher
- MOU – SPLG 1
- MOU – 4-6 Pilot Prep Release Program
- MOU – Mount San Antonio College's High School Outreach Program
- MOU – SPLG II (Comprehensive)
- MOU – Dual Language Immersion Program Pilot
- MOU – PAR and Induction
- MOU – Short-Term Student Suspensions
- MOU – CMIP
- MOU – Fire Relief Leave Bank (Parties agree that deadline to use FRL shall be on or before June 30, 2026.)
- MOU – Resource Teacher
- MOU – School Site Specialists, TLC Teachers and Home and Hospital


The Parties agree that all other terms and conditions of the existing MOUs and CBA shall remain unchanged. The Parties reserve the right to mutually extend this MOU in writing.

FOR THE DISTRICT



Silvia San Martin
Assistant Superintendent, Human Resources
Pomona Unified School District

FOR APT



Wei-Tsu Loh
President
Association of Pomona Teachers

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	\$9,305 \$10,505 annually
Employee/Spouse	\$12,646 \$13,846 annually
Employee/Children	\$11,255 \$12,455 annually
Family	\$14,715 \$15,915 annually

Effective July 1, 2024, the District's Health and Welfare benefit contribution shall be increased by twelve hundred dollars (\$1,200) across the District's health plans as provided above (i.e., \$1200 per plan). For the 2024-2025 school year, in lieu of a retroactive increase to the District's health plans, full-time members active on June 2, 2025, shall receive a one-time payment equivalent to their respective increase for health and welfare benefits (i.e., \$1200). The one-time payment to members for the 2024-2025 school year shall be made within three (3) months of Board approval of the Agreement.

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

- 8.2 Except as provided in Section 8.4, the health and welfare benefit allocation referred to in Section 8.1 of this Article shall be provided by the District on a pro rata basis for members of the bargaining unit whose assignment is less than full-time. The pro rata amount shall be determined by multiplying the member's full-time equivalent employee ratio by the amount of health and welfare benefit allocation provided for in Section 1 of this Article. The balance of the premium must be paid by the member by payroll deduction or salary reduction. Less than full-time members who choose not to enroll in a group medical insurance plan approved by the District shall receive no benefits under the provisions of this section and Section 1 of this Article.

- 8.3 Members of the bargaining unit who work less than ten (10) hours per week shall receive no health and welfare benefit allocation under the provisions of Section 1 of this Article.
- 8.4 A person on an authorized unpaid leave of absence which begins and ends in the same payroll period shall not suffer any loss of health and welfare benefits allocation by reason of that leave.
- 8.5 A Flexible Benefit Plan is established providing members with the opportunity, through payroll reduction, to pay for legally permissible benefits with pre-tax dollars, as provided by applicable State and Federal laws. After consultation with the Association, the District designated a plan administrator to administer the plan. Charges for reimbursement accounts under the plan shall be paid by the participant for whom the charge is assessed. All administrative and processing fees shall be eliminated as part of the plan in the contract between the District and the plan administrator. If the elimination of these fees is not administratively possible, then the fees shall be paid by the individual participants. The Association shall notify members of the bargaining unit of the Flexible Benefit Plan and of their rights and their responsibilities under the plan. Each member of the bargaining unit shall cooperate in the implementation of the plan.
- 8.6 The District will provide qualified early retirees a medical insurance allowance if the retiree qualifies for inclusion in a District approved medical plan. The allowance shall be provided for a maximum of ten (10) years, or until the member reaches age sixty-five (65), whichever occurs first. This benefit is applicable to all employees who retire on or after February 1, 1988, and before the school year in which the employee turns sixty-five (65) years of age. To qualify for this benefit, an early retiree must have completed at least fifteen (15) years of credited full-time service with the Pomona Unified School District preceding his or her retirement, and must retain the same medical plan, if possible. The benefit will be fifty percent (50%) of the amount of the basic health and welfare benefit allocation for a full-time employee as established in Section 1 of this Article.

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

Employee Retirement Age % of Premium Paid by District

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

- 8.7** Bargaining unit members assigned to Pre-K who work at least seventy-five percent (75%) of a full-time assignment shall be entitled to one hundred percent (100%) of the District's current health and welfare allocation for bargaining unit members.
- 8.8** Effective October 1, 2004, unit members who have filed with the District proof of satisfaction of the California statutory filing requirements to establish a lawful domestic partnership shall have access to health and welfare coverage for their domestic partner in the same manner as for any other eligible dependent. After January 1, 2006, such coverage shall continue only so long as it is required by law in the State of California.

Article 9: COMPENSATION

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

9.1.1 The District shall:

~~9.1.1.1 Increase all salary schedules by eight percent (8%) effective July 1, 2023. The retroactive on-schedule increase shall be paid to currently active employees within three (3) months after Board approval of the Agreement.~~

9.1.1.2 Provide full-time bargaining unit members who worked a complete school year under Article 9.9, and who were employed at the time of Board approval of the Agreement, with a one-time off schedule payment of two (2) percent (2%) based on the member's 20243-20254 base salary earnings. The one-time payment shall be paid within three (3) months following Board approval of the Agreement.

9.2 During the term of this Agreement, members holding the positions of Early Childhood Education Teacher, Head Start Teacher and State Preschool Teacher referred to in the salary schedules marked Appendix V, "Early Childhood Education Certificated Salary Schedule," shall be compensated in accordance with that salary schedule.

9.2.1 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.

9.3 Modifications to Salary Schedules include:

9.3.1 The salary schedule includes Column I with steps 1 through 11. Column I is only for unit members with emergency permits and pre-intern credentials. Those individuals who hold intern credentials shall be placed on Column II. Column II shall include teachers enrolled in intern programs, exclusive of pre-intern and emergency permit teachers.

9.3.2 Effective July 1, 2024, unit members will no longer be placed on step 1 of Schedule A and Schedules A, G, K, L, V, and W will end at step 29. (Appendix I, II, III, VIII, IX). Effective July 1, 2025 unit members will no longer be placed on steps 16, 21, and 26 of schedules A, G, K, L, V, and W.

9.4 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 10 months in advance of the June 30 in which the member plans to retire~~ by October 15th of the member's final full school year of service.

9.5 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."

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

9.6 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 Assistant Superintendent of Human Resources, in their sole discretion, evaluates and approves same before registration.

9.7 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.

9.8 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, will be excluded in the count of days towards step advancement on the salary schedule.

9.9 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.

9.10 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.

9.10.1 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.

9.10.2 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.

9.11 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.

9.119.12 Effective July 1, 1994, the District will revise its existing practice of allowing a maximum of seven years (7) of prior education employment experience for salary placement to a maximum of six (6) years of previous educational employment experience for salary placement. Effective February 1, 2001, the District may offer certificated unit members newly hired by the District up to an additional two years of service credit for positions that the District has designated as "difficult to fill". Such determination shall be at the sole discretion of the District.

9.129.13 Upon ratification and approval by the Board of Education, notwithstanding paragraph 9.12, the District will at time of hire, allow year-for-year service for previous experience for hard-to-fill positions, specifically, Speech-Language Pathologist (SLP), Special Education Teachers, Math and Science Teachers with Full Single Subject credentials, provided that the

employee is contracted, and serves, in a hard-to-fill position. Upon a critical need, and upon approval of the Superintendent and/or designee, the District may grant year-for-year service upon initial hire for positions not otherwise provided herein.

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

9.15 National Board Certification

9.15.1 Additional salary credit will be provided at a factor of .035 of the unit member's salary schedule placement for National Board Certified teacher.

9.15.2 In addition to the augmentation in salary credit provided in Section 9.15.1, 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 forty-two dollars (\$42.00) per hour for high school and middle school.

9.16.4 The pay shall be forty-two dollars (\$42.00) per group of pupils assigned to elementary and Child Development Resource 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 and Child Development Resource 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 forty-two dollars (\$42.00) a day for that group. The group should consist of six (6) students per teacher, or the class of the teacher providing coverage should not exceed thirty-eight (38). A minimum of five (5) teachers should be used to cover a class. A distribution of students shall be as equitable as possible. Coverage should be rotated so no one teacher covers more than once a week, unless absolutely necessary.

9.16.6 Procedures

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

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

9.16.7 Elementary Level

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

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

9.16.7.1.3 A "priority" substitute will be identified to substitute when the release teacher whose coverage for colleagues creates prep time for grade levels 4-6 is not available. Should a substitute not be

available, the release time teacher coordinator shall determine whether the preparation period shall be made up or paid at the rate of \$40 per session. Make-ups not completed by January 15 or June 15 shall be paid on the following monthly payroll warrant.

9.16.7.1.4. Excluding Early Childhood Education bargaining unit members, when a substitute teacher is not available for pre-k moderate to severe classes or elementary moderate to severe classes, the appropriate site administrator shall contact Human Resources to request the appropriate substitute coverage. While waiting for the coverage, the partner teacher shall cover the class with all assigned aides until the appropriate substitute teacher is assigned. When a substitute is not assigned and the partner teacher covers the class then the partner teacher shall receive one hundred seventy dollars (\$170.00) for the day. If assignments are for less than one half (1/2) of the school day the partner teacher shall receive eighty-five dollars (\$85.00).

9.16.8 Secondary Level

9.16.8.1 Teachers will be compensated for providing coverage for a classroom when a substitute has been requested and none is available. The rate of pay shall be forty-two dollars (\$42.00) per period/hour. Adult school teachers providing coverage for a classroom when a substitute has been requested and none is available shall receive forty-two dollars (\$42.00) per period/hour.

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

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

(1) Appropriate experience and training relative to the special assignment

(2) Stated school site needs as listed in the posting

When the number of eligible candidates exceeds the available ELD summer camp special assignments, said assignments shall be equitably distributed between the eligible members. Eligible members not selected shall have priority consideration in subsequent years for ELD Summer camp special assignment opportunities. Teachers shall be paid an hourly rate based on .001 of the factor step of the member's appropriate class on the base salary schedule in effect on the first day of the special assignment.

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

(1) Appropriate experience and training relative to the special assignment

(2) School site needs

9.18 Speech-Language Pathologist (SLP) and School Psychologists

9.18.1 Credentialed teachers hired, or existing members, working under a variable term SLP waiver, shall be placed or remain on the Base Salary Schedule for Certificated Teachers until such time the member completes their SLP credential. Only members working under a SLP waiver shall continue to receive the 0.055 factor step provided under Appendix XII. Upon completion of the SLP credential, the member shall notify Human Resources and request an advancement according to Articles 9.11 and 9.15.3.

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

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

Article 10: HOURS OF EMPLOYMENT

10.1 Work years shall be as listed below.

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

Elementary/Middle School Counselors	198
High School Counselors	203
School Psychologists	193
Teacher Specialist I	199*
Teacher Specialist II	220*
Teacher Specialist III	228*
<i>*Teacher Specialist and Teaching Teacher Specialist are annual appointments.</i>	
Teachers, Early Childhood Education I	188
Teachers, Early Childhood Education II	220
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

Commencing with the 2024-2025 school year, newly hired bargaining unit members may be required to work, a maximum of one hundred ninety-three (193) days, according to the needs of the District. Of the one hundred ninety three (193) days, one hundred and ninety (190) days shall be part of the newly hired bargaining unit member's regular contracted salary. After the completion of two (2) days of orientation, newly hired bargaining unit members shall be eligible for paid professional development at the current in-service rate for up to three (3) 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 Section 1 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 6-812- 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 9-12- Beginning ~~twenty-five~~ (20-15) 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 7th-8th grade on campuses serving students up to 12th grade), 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 XVI- 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 XVI – Elementary Schedules].

Early Childhood Education (ECE) Teachers- Center based teachers' workday begins at 7:30 am and ends at 3:30 pm. Home Base teachers' workday begins at 8:00 am and ends at 4:00 pm Monday through Friday excluding holidays in the Board approved calendar.

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

Counselors- The professional day for elementary and middle school counselors under normal circumstances will be twenty (20) minutes prior to the commencement of the regular school day and one hour after the regular student dismissal time. The professional day for high school counselors under normal circumstances will be ~~twenty~~ fifteen (15-20) minutes prior to the commencement of the regular school day and ~~one hour~~ fifty (50) minutes after the regular student dismissal time. Counselor members of the bargaining unit are responsible for ~~seven-six~~ (6) adjunct professional duties in addition to their core counseling responsibilities, and Open House, Back to School Night, Parent/Teacher Conference Night and Graduation, FAFSA night. Two (2) of the six (6) ~~seven-(7)~~ duties shall be for the purpose of supporting appropriate grade-level academic counseling for targeted students as defined by LCAP and will provide, at mid-semester, updates to parent(s)/guardian(s) regarding student(s) progress and possible resources to improve student progress and achievement. Examples of such adjunct duties include: senior grad fair, cluster parent/student evening meetings, Proctor PSAT/SAT tests, college night (District of site), grade level parent night 7-12 or 9-12, financial aid night, awards night 7-12 or 9-12, parent meetings (AVID, GATE, EL, AP), Sports night/NCAA Clearinghouse Night Meetings, and College Outreach Supervision (Examples: Harvey Mudd, Upward Bound). In each instance that a counselor is required to perform an evening adjunct duty, they may leave at the regular dismissal time for students before returning for evening duty. For each instance that a counselor volunteers to serve more than ~~seven-(7)~~ six (6) adjunct duties, the counselor may, in collaboration with and upon prior approval from the site administrator, flex the schedule for that day.

10.2.1 Exceptions to the beginning and ending times specified herein may be made to accommodate alternative programs if acceptable to the member, principal and assistant superintendent affected, or if double sessions are established, or if upper elementary classes are maintained at the same site as higher grade classes, or to accommodate the needs of the District's special education programs.

10.2.2 Except as provided in Section 3 of this Article 10, in the event the District adjusts the length of time of the instructional day, such adjustment shall not operate to extend the

beginning and ending times established in accordance with this section prior to said adjustment.

10.2.3 For purposes of this Article, the work location is the place to which the member is assigned by the District.

10.2.4 Except in cases of brief meetings to address a school or District emergency, site administrators will give certificated staff five (5) days' notice of required professional development/in-service meetings, grade level meetings, department meetings and special interest meetings, such as GATE, CCR or WASC and other mandated reviews, where the meeting is called by the site administrator. Member excused from attendance shall be responsible for obtaining and implementing the content and product derived from such meetings.

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

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

K-8 schools shall have the same starting and ending time as students at District elementary schools, and 7-12 schools shall have the same starting and ending time as students at District 9-12 high schools.

Late Start Fridays (LSF) at all District schools shall be held weekly around District goals, targeted students as defined by LCAP, site identified instructional initiatives as determined by the Principal, and when possible, in collaboration with site leadership teams as defined in the school plan and LCAP for professional development, faculty meetings, Professional Learning Communities (PLC), student work and data analysis, and other collaborative planning and training in which all certificated staff members will participate. It is the belief of the parties that teacher directed collaboration (department, grade level and PLC) is an integral part of teaching and learning. With the exception of the first month and the last LSF, school sites shall plan to provide time for teacher directed collaboration. Teacher directed collaboration is scheduled for a minimum of one (1) LSF per month. Sites are encouraged to provide additional teacher directed collaboration time. In cases where the Principal or District requires flexibility (start and

end of school, District Initiative, emergencies, compliance, etc.), the teacher directed collaboration LSF can be moved and the monthly minimum requirement shall be made up in a subsequent month.

10.4 Professional 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 professional 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) professional 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. Professional development day planning and activities will be subject to available funding and the Parties agree to work collaboratively to address deficiencies and/or audit findings.

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, or grade planning. Teachers are to utilize the preparation period at their sites, or at a site appropriate to the member's assignment.

10.6 Teacher Preparation Period - Grades All Day Kindergarten (ADK)-6 - One (1) teacher preparation period per week is provided for grades 4, 5, and 6 and it is optional for grades ADK, 1, 2 and 3. The primary teachers and principal in each school may determine whether to utilize this period. If used, it must be for all primary classes and be equitably distributed. Schools may determine, with the approval of the appropriate assistant superintendent, the schedule for the primary teacher preparation period. The schedule must have a consistent pattern.

The preparation period is to be used solely for individual, team, unit, or grade planning. The preparation period is not to be used for faculty or other non-preparation meetings, in-service training, or for individual matters not related to preparation or planning. The Wednesday preparation period is for all elementary teachers and 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 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 state 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, or grade 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, they must notify the appropriate administrator in advance. *Refer to MOU titled "Lead Consulting Teacher" for new language that temporarily replaces this section.

10.6.2 Teacher Preparation Period – Grades 4-6 – When preparation time is reduced during elementary parent conferences, the release time administrator will make an effort to make such reductions equitable.

10.6.3 For Early Childhood Education teachers, "coverage" assignments shall be equitably distributed.

10.6.4 Teachers assigned to Transitional Kindergarten (TK) and All Day Kindergarten (ADK) shall receive five (5) substitute release days to complete individual student assessments. Teachers assigned to combination classes and Special Education classes which include TK and ADK students shall receive a pro-rated amount of substitute release days (i.e., one (1) substitute release day per every five (5) ADK students).

10.6.5 Secondary Education Specialists who do not have conference periods and are assigned to a classroom shall receive one (1) substitute release day per quarter to complete caseload management and IEP documentation in compliance with legal mandates.

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 themselves on a regular or periodic basis.

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

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

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

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

10.11 Members of the bargaining unit are responsible for other assigned professional duties which include, but are not limited to, program development; in-service training sessions; working with parents, including parent conferences; participating in District and school committees; attendance at site and District meetings; sponsoring student clubs and classes; preparing for class; supervising and working with students; participating in community and school functions, including, but not limited to, PTA, PTSA, SAC, SSC, PAC, Back-to-School Night, and Open House, and other assignments that the District determines are necessary or proper for the safety and well-being of the students.

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 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 Service on any one of the following committees shall fulfill the up to two-committee requirement unless the member is being paid: (1) School Site Council; (2) Student Success Team (SST); (3) Leadership; (4) Site Learning Team (SLT); (5) Yearbook; (6) Positive Behavioral Interventions Supports (PBIS); (7) Curriculum Committee; (8) Textbook Adoption Committee; and (9) any other teacher initiated committees upon prior approval by the site administrator and responsible Assistant Superintendent.

For any committee where compensation is provided, there will be a rotating opportunity for teachers to participate unless the committee bylaws specify a process, or, the service requires specific expertise.

10.11.2.2 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.

10.11.2.3 An elementary member working with a service provider shall have that service count for one of the two committees in subsection.

10.11.3 In the secondary schools, notwithstanding the above listing of duties and responsibilities, secondary teachers will be assigned no more than four (4) duties per year as those duties are currently defined; service as a class/club advisor at comprehensive high schools or academics shall count as one of the duties. 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 secondary schools and reduce, where possible, existing duties. Member duties and responsibilities shall be in accordance with "in loco parentis" expectations.

10.11.4 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.

10.11.5 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 the mandatory committee or duty.

10.11.6 Faculty Meetings: Notwithstanding the above listing of duties and responsibilities, faculty meetings directed by the site administration are expected not to exceed

two (2) hours per month. Faculty meetings, for this purpose, involve those items which are administrator-directed and specifically exclude staff development meetings, grade level meetings, department meetings, and special interest meetings, including, but not limited to, GATE, WASC, CPM , etc. Faculty meetings shall be held during "late start Friday" mornings, and shall not be held after school. Two (2) times a year all certificated staff shall meet after school for the purposes of reviewing student progress and intervention relative to targeted students as defined by LCAP.

10.11.7 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.

10.11.8 Pupil Supervision Duties: Notwithstanding the above listing of duties and responsibilities, bargaining unit members in TK-6 will be relieved of supervision of pupils for morning yard duty, for morning bus duty, and for similarly assigned morning duties.

10.11.9 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, Early Childhood Education 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 specified on the Board approved District school calendar.

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 Early Childhood Education 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 available on the Pomona Unified website.

10.20.1 If, during the term of this Agreement, State or Federal law provides for a holiday or holidays in addition to those legal holidays mandated at the effective date of this Agreement, the Board reserves the right to adjust the work calendar provided for herein.

10.21 In the event schools of the District are closed, or shortened days declared due to weather conditions or an emergency, the instructional days or minutes thus lost may be added to the scheduled workdays of the year in which the days or minutes are lost. The District will apply for appropriate waivers.

10.22 Work Year Credit for STRS Purposes

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

10.22.1 Traditional bargaining unit members - 188 days.

10.22.2 Unit members on special assignment other than a classroom teaching assignment shall have a work year for STRS purposes as provided in this agreement.

10.22.3 PAS bargaining unit members – 188 days, and any additional and regularly assigned days at the regular rate of pay between July 1 and June 30.

10.23 LACOE Special Education certificated employees who are hired by the Pomona Unified School District shall be given service credit for each full year of public school teacher service in the LACOE toward eligibility for PUSD retirement benefits as though the service was rendered in the Pomona Unified School District. Article 10.23 shall not be subject to the contractual grievance procedure.

Article 12: CLASS SIZE

Class size maximums shall be as follows:

12.1 Elementary

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

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

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

12.2 Secondary

English	33*
Social Studies	33*
Mathematics	33*
Science	33*
Language	33*
Art - Jr. High	33*
Art - Sr. High	38
Music Theory	33*
Instrumental/Vocal	Not specified
Jr. High Physical Ed.	50
Sr. High Physical Ed.	50 (other than individual activities)
Sr. High Physical Ed.	33* (individual activities)
Crafts	33*

Business)
Typing) Not to exceed the
Industrial Arts) number of work
Drafting) stations
Homemaking)
Vocational Classes)

CTE/ROP class sizes will consider the number of work stations necessary to provide effective instruction

*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 (Q Report) shall be posted daily during the first ten (10) days of each semester.

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

12.4. Special Education

- 12.4.1 The average caseload for language, speech, and hearing specialists (Speech-Language Pathologists; "SLP") in the District shall not exceed fifty-five (55), unless the SELPA plan allows a higher average caseload and states the reasons for the higher load. Members may be assigned a caseload of 55 or more as long as the District caseload average meets the SELPA plan.

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

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

- 12.4.2 At the secondary level, mild to moderate classes shall not exceed 20 students. Moderate to severe secondary classes shall not exceed 14 students.
- 12.4.3 When the annual assessment caseload for school psychologists exceeds 55, school psychologists may request a workload impact meeting to review their caseload.

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

- 12.4.4 Class size for special education pre-schools shall not exceed an adult-to-child ratio of more than five (5)

students per one adult (5:1) which shall include a teacher.

12.4.5 Adapted Physical Education Specialists shall not exceed a caseload average of 50 students.

12.4.6 Elementary class size shall be ~~adjusted with a goal of~~ not exceeding fifteen (15) (SDCMM) and twelve (12) (SDCMS). After the fifteenth day of school when an elementary special education mild to moderate SDC class size exceeds fifteen (15), the teacher of mild to moderate will be paid \$25 per day retroactively to the first day of instruction for each enrolled student over the fifteenth (15th) student. Teachers of moderate to severe SDC students will be paid at the same rate for enrollment in excess of ~~twelve~~ ten (1210) students. Payment will be made at the end of each ~~secondary semester.~~ (See Article 12.3)

Secondary class size shall be adjusted with a goal of not exceeding twenty (20) (SDCMM) and fourteen (14) (SDCMS). After the fifteenth day of school when a secondary special education mild to moderate SDC class size exceeds twenty (20), the teacher of mild to moderate will be paid \$5 per student per day per period retroactively to the first day of instruction for each enrolled student over the twentieth (20th) student. Secondary teachers assigned to a moderate to severe SDC class will be paid at the same rate for enrollment in excess of fourteen (14) students. Payment will be made at the end of each semester.

12.4.7 RSP teachers will be subject to caseload assignments of special education students consistent with state law (currently 28) and may be assigned general education students in an intervention setting at the rate of two (2) general education student contacts for each student under the special education caseload maximum, not to exceed a total number of 40 contacts. *Special education students will count as a single contact. Notwithstanding the foregoing, the District shall not assign general education students to members who have at least twenty four (24) students assigned to their caseload.*

12.4.8 To mitigate the impact on class size, elementary school principals may meet with their Special Education Team prior to May ~~30th~~ 15th to receive input and discuss students assignment as it relates to potential

mainstreaming of students from the Special Day Class
setting into general education classes.

Article 23: SAFETY CONDITIONS OF EMPLOYMENT

23.1 Building and Site Safety

Unit members shall be responsible to report, in writing, to his/her immediate supervisor, any unsafe, hazardous, unhealthy, unsanitary, or potentially dangerous working conditions.

The District shall review reports of unsafe, hazardous, unhealthy, unsanitary, or potentially dangerous conditions to determine the appropriate course of action and the District shall institute safety precautions as it deems necessary.

Repairs of facilities and related equipment that pose a safety hazard shall be made as soon as possible by Maintenance & Operations repair personnel.

23.1.2 ~~The District will make a reasonable effort will be made~~ to eliminate unsafe or hazardous conditions that endanger the health, safety, or well-being of member.
6.

23.1.3 If the temperature reaches 93 degrees by 11:00 am on two (2) consecutive days in areas where students are receiving instruction, or fails to reach, or falls below 60 degrees by 11:00 am, students and teachers shall be removed to a cooler/warmer area for instruction. If the temperature reaches 88 degrees in areas where students are receiving instruction, members may request their site administrator implement mitigating measures. If the thermostat is not working the unit member may request a work order and/or contact the Site's Office Manager.

23.1.47 The District will maintain all security cameras and repair reported malfunctions, when necessary.

23.2 District Safety Committee

23.2.1 The school site safety plan and employee handbook shall be made available to each unit member on the first work day of each school year.

Unit members shall be removed from worksite areas when an imminent hazard exists that cannot be immediately abated without endangering employees and/or property.

The District shall provide unit members with annual training regarding disaster preparedness (e.g. evacuation routes, earthquake preparedness, active shooter, etc.).

The District shall establish a District Safety Committee composed of three (3) District members (two members and

one alternate) and the Association shall annually appoint three (3) members of the bargaining unit (two members and one alternate). The District may provide unit members with release time for Committee work. The District Safety Committee may make recommendations regarding District and site safety, related professional development, appropriate safety supplies and disaster preparedness.

23.3 Site Safety Committee

Each work site shall have a Site Safety Committee composed of at least three (3) unit members. Members at each school site shall select three (3) site members of the bargaining unit on or before September 1 of each school year. The Site Safety Committee shall annually review and provide recommended updates to the site's Disaster Preparedness Plan. Disaster Preparedness plans generally address a wide variety of safety risks, including, but not limited to, suspicious or unwanted persons on the work site, windows, doors, and locks, fire, earthquake, flood, evacuations, emergency closings, shelter in place (lockdown).

The Site Safety Committee shall meet with a site administrator regarding the site's Disaster Preparedness Plan, and lockdown procedures. The site's Disaster Preparedness Plan shall be shared with members within the first thirty (30) days of the beginning of the school year.

The District Disaster Preparedness Plan shall be made available annually ~~for~~ review.

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:

- The loss must be due to theft or vandalism at the school site and not due to the negligence of the unit member.
- The site administrator must provide prior approval in writing regarding:
 - The use of the equipment and/or property for instructional purposes; and
 - The estimated value and description of the equipment and/or property, and.
 - ~~The period of time the equipment and/or property is expected to be on site~~

The maximum amount of reimbursement shall be \$200.00 per article, or an aggregate of \$600.00 per individual in any incident.

23.3.1.1 The unit member must file or assist in filing the appropriate police report.

23.3.1.2 Specifically excluded from this provision is damage to automobiles and personal effects, which are included in Board Policy 4156.3.

23.4 Pre-Williams Inspection Report

Upon request, unit members may review a copy of the completed pre-Williams inspection report.

23.5 Access to Working Telephone

Each classroom shall have a working telephone.

23.6 Administrator Designee

The District shall make a reasonable effort, in the interest of safety, to assure that an administrator is present at each school site during the hours when students are present. When the site administrator is not present at the school site, there will be a designated certificated unit member in charge on campus.

23.7 Unit Member Safety Reports

Unit members shall promptly report instances of attack, assault, or threats against them by students or other individuals to their principal or other immediate supervisor. The principal (or immediate supervisor) and unit member shall also report the incident to the appropriate local law enforcement agency. The report shall be forwarded immediately to the Superintendent or designee (Education Code section 44014). The Superintendent or designee shall act as liaison between the unit member and law enforcement.

23.8 Asbestos

The District agrees to comply with applicable local, state and federal requirements regarding asbestos.

23.9 Reimbursement for Theft and Vandalism

23.9.1 The District will reimburse unit members for loss of personal property or equipment used for instructional purposes when the following conditions are met:

23.9.1.1 The loss must be due to theft or vandalism at the school site and not due to the negligence of the unit member.

23.9.1.2 The site administrator must provide prior approval in writing regarding:

- The use of the equipment and/or property for instructional purposes;
- The estimated value and description of the equipment and/or property; and
- The period of time the equipment and/or property is expected to be on site.

23.9.1.3 The maximum amount of reimbursement shall be \$200.00 per article, or an aggregate of \$600.00 per individual in any incident.

23.9.1.4 The unit member must file or assist in filing the appropriate police report.

23.9.1.5 Specifically excluded from this provision is damage to automobiles and personal effects, which are included in Board Policy 4156.3.

23.10 Mandated Trainings

Mandated Reporter and Sexual Harassment in the Workplace training shall be provided to all unit members during two (2) late Start Friday meetings. Unit members who fail to attend and/or complete mandated trainings during the two (2) late Start Friday meetings shall complete the training during their professional day.

23.11 Early Childhood Education 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.

23.12 Only Health care professional or trained volunteers of the bargaining unit shall provide specialized health care services.

The District shall provide Universal Precautions training, rubber gloves and access to hand-washing facilities for bargaining unit members providing specialized health care services.

Article 23: SAFETY CONDITIONS OF EMPLOYMENT

23.1 Building and Site Safety

Unit members shall be responsible to report, in writing, to his/her immediate supervisor, any unsafe, hazardous, unhealthy, unsanitary, or potentially dangerous working conditions.

The District shall review reports of unsafe, hazardous, unhealthy, unsanitary, or potentially dangerous conditions to determine the appropriate course of action and the District shall institute safety precautions as it deems necessary.

Repairs of facilities and related equipment that pose a safety hazard shall be made as soon as possible by Maintenance & Operations repair personnel.

23.1.2 ~~The dDistrict will make a rReasonable effort will be made to eliminate unsafe or hazardous conditions that endanger the health, safety, or well-being of member.~~
6.

23.1.3 If the temperature reaches 93 degrees by 11:00 am on two (2) consecutive days in areas where students are receiving instruction, or fails to reach, or falls below 60 degrees by 11:00 am; students and teachers shall be removed to a cooler/warmer area for instruction. If the temperature reaches 88 degrees in areas where students are receiving instruction, members may request their site administrator implement mitigating measures. If the thermostat is not working the unit member may request a work order and/or contact the Site's Office Manager.

23.1.47 The dDistrict will maintain all security cameras and repair reported malfunctions; when necessary.:

23.2 District Safety Committee

23.2.1 The school site safety plan and employee handbook shall be made available to each unit member on the first work day of each school year.

Unit members shall be removed from worksite areas when an imminent hazard exists that cannot be immediately abated without endangering employees and/or property.

The District shall provide unit members with annual training regarding disaster preparedness (e.g. evacuation routes, earthquake preparedness, active shooter, etc.).

The District shall establish a District Safety Committee composed of three (3) District members (two members and

one alternate) and the Association shall annually appoint three (3) members of the bargaining unit (two members and one alternate). The District may provide unit members with release time for Committee work. The District Safety Committee may make recommendations regarding District and site safety, related professional development, appropriate safety supplies and disaster preparedness.

23.3 Site Safety Committee

Each work site shall have a Site Safety Committee composed of at least three (3) unit members. Members at each school site shall select three (3) site members of the bargaining unit on or before September 1 of each school year. The Site Safety Committee shall annually review and provide recommended updates to the site's Disaster Preparedness Plan. Disaster Preparedness plans generally address a wide variety of safety risks, including, but not limited to, suspicious or unwanted persons on the work site, windows, doors, and locks, fire, earthquake, flood, evacuations, emergency closings, shelter in place (lockdown).

The Site Safety Committee shall meet with a site administrator regarding the site's Disaster Preparedness Plan, and lockdown procedures. The site's Disaster Preparedness Plan shall be shared with members within the first thirty (30) days of the beginning of the school year.

The District Disaster Preparedness Plan shall be made available annually ~~for~~for review.

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:

- The loss must be due to theft or vandalism at the school site and not due to the negligence of the unit member.
- The site administrator must provide prior approval in writing regarding:
 - The use of the equipment and/or property for instructional purposes; and
 - The estimated value and description of the equipment and/or property; and
 - ~~The period of time the equipment and/or property is expected to be on site~~

The maximum amount of reimbursement shall be \$200.00 per article, or an aggregate of \$600.00 per individual in any incident.

23.3.1.1 The unit member must file or assist in filing the appropriate police report.

23.3.1.2 Specifically excluded from this provision is damage to automobiles and personal effects, which are included in Board Policy 4156.3.

23.4 Pre-Williams Inspection Report

Upon request, unit members may review a copy of the completed pre-Williams inspection report.

23.5 Access to Working Telephone

Each classroom shall have a working telephone.

23.6 Administrator Designee

The District shall make a reasonable effort, in the interest of safety, to assure that an administrator is present at each school site during the hours when students are present. When the site administrator is not present at the school site, there will be a designated certificated unit member in charge on campus.

23.7 Unit Member Safety Reports

Unit members shall promptly report instances of attack, assault, or threats against them by students or other individuals to their principal or other immediate supervisor. The principal (or immediate supervisor) and unit member shall also report the incident to the appropriate local law enforcement agency. The report shall be forwarded immediately to the Superintendent or designee (Education Code section 44014). The Superintendent or designee shall act as liaison between the unit member and law enforcement.

23.8 Asbestos

The District agrees to comply with applicable local, state and federal requirements regarding asbestos.

23.9 Reimbursement for Theft and Vandalism

23.9.1 The District will reimburse unit members for loss of personal property or equipment used for instructional purposes when the following conditions are met:

23.9.1.1 The loss must be due to theft or vandalism at the school site and not due to the negligence of the unit member.

23.9.1.2 The site administrator must provide prior approval in writing regarding:

- The use of the equipment and/or property for instructional purposes;
- The estimated value and description of the equipment and/or property; and
- The period of time the equipment and/or property is expected to be on site.

23.9.1.3 The maximum amount of reimbursement shall be \$200.00 per article, or an aggregate of \$600.00 per individual in any incident.

23.9.1.4 The unit member must file or assist in filing the appropriate police report.

23.9.1.5 Specifically excluded from this provision is damage to automobiles and personal effects, which are included in Board Policy 4156.3.

23.10 Mandated Trainings

Mandated Reporter and Sexual Harassment in the Workplace training shall be provided to all unit members during two (2) late Start Friday meetings. Unit members who fail to attend and/or complete mandated trainings during the two (2) late Start Friday meetings shall complete the training during their professional day.

23.11 Early Childhood Education 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.

23.12 Only Health care professional or trained volunteers of the bargaining unit shall provide specialized health care services.

The District shall provide Universal Precautions training, rubber gloves and access to hand-washing facilities for bargaining unit members providing specialized health care services.

APPENDIX XII

SALARY SCHEDULE

Extra Pay for Special Assignments for Members of the Bargaining Unit

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

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

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

Teacher, Special Day Class, Mild to Moderate	0.055
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Teacher, Special Day Class, Moderate to Severe	0.100
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Teacher, Physical Education, Adapted	0.100
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Specialist Teacher, Speech and	0.055
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School Nurse Practitioner	0.055
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Teacher, Resource Specialist Program	0.055
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Teacher, Elementary/Secondary,	0.055
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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.)

Elementary Teachers Teaching Combination Classes	0.0475
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Payment for the following senior high school athletic coaching assignments and middle school coaching assignments and activity assignments shall be made in the amount of the factor indicated below times Class I of the factor step of the Teachers' Salary Schedule. Payment shall be made at the end of the coaching/other coaching assignments. Compensation provided for coaches in this Appendix shall be the only compensation paid to members of the bargaining unit for their services performed in the positions

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

Position

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

Badminton

Head Varsity	0.100
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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

E-Sports

Head Coach	0.125
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Flag Football

Head Varsity	0.125
Junior Varsity	0.100
Sophomore	0.100
Freshman	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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<u>Gymnastics</u>		
Head Varsity		0.100
<u>Soccer</u>		
Head Varsity		0.125
Junior Varsity		0.100
Freshman		0.100
<u>Softball</u>		
Head Varsity		0.125
Junior Varsity		0.100
<u>Tennis</u>		
Head Varsity		0.125
Junior Varsity		0.100
<u>Track</u>		
Head Varsity		0.125
Junior Varsity		0.100
<u>Volleyball</u>		
Head Varsity		0.125
Junior Varsity		0.100
<u>Wrestling</u>		
Head Varsity		0.125
Junior Varsity		0.100
Middle School Coach		0.033
Middle School Athletic Director		0.065
Middle School Athletic Coordinator		0.100 per semester
Intramural sports		\$250 per semester

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

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

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

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

Other Coaching Assignments

The following are annual advising coaching assignments.

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

Academic Coach	0.100
Band Director, High School (per semester)	0.100
Newspaper	0.100
Rally Advisor, High School (per semester)	0.100
Drill Team	0.100
Cheer	0.100
Vocal Music Director	0.100
Yearbook Advisor	0.100
Drama Coach	0.100
Speech Coach	0.100
Technical Drama Coach	0.075
<u>K-8 Performing Arts Coach</u>	<u>0.100</u>

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

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

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

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

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

<u>Position</u>	<u>Stipend</u>
Facilitator, GATE, Secondary	\$500
Facilitator, Multicultural	\$250
Unit Leader, Elementary and K-8	\$1500
Secondary, Department Chairpersons:	
1-15 Department members	\$1500
16 or more Department members	\$1750

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 XII.

VII. Super Saturday Professional Development	\$45.00 per hour
Compensated In-service	\$40.00 per hour

**TENTATIVE AGREEMENT AND MOU BETWEEN
THE POMONA UNIFIED SCHOOL DISTRICT
AND
THE ASSOCIATED POMONA TEACHERS
THE LANGUAGE IMMERSION PROGRAM**


This Memorandum of Understanding ("MOU") is made and entered into this 27th day of May, 2025 between the Pomona Unified School District (hereinafter the District) and the Associated Pomona Teachers, CTA/NEA (hereinafter APT).

Elementary Dual Language Immersion Program ("DLIP") English teachers shall receive a prorated Column I factor step in the amount of 0.0475 on the Teacher's Base Salary Schedule, as long as funding is available for a Dual Language Collaboration stipend. DLIP teachers of the target language shall receive a prorated Column I factor step in the amount of 0.055 on the Teacher's Base Salary Schedule, as long as funding is available for a Dual Language Collaboration stipend. For the 2025-2026 school year, the Dual Language Collaboration stipend shall be paid on a monthly basis.

This MOU applies only to DLIP teachers at Allison, Pantera and Westmont Elementary Schools. For purposes of this MOU, "English teachers" are those DLIP teachers at the foregoing sites who teach primarily in the English language. "DLIP teachers of the target language" are those DLIP teachers who teach primarily in the DLIP target languages (Spanish/Mandarin), including DLIP teachers in self-contained classrooms. The Parties agree that the Dual Language Collaboration stipend will be paid to DLIP teachers providing additional duties and services (e.g., synchronization of planning, lesson development, grading and assessment, instructional delivery coordination and parent communications) unique to the DLIP program.


This Memorandum of Understanding will become effective upon approval by the District and the Association and shall sunset effective June 30, 2027.

FOR THE DISTRICT



Silvia San Martin
Assistant Superintendent, Human Resources
Pomona Unified School District

FOR APT



Wei-Tsu Loh
President
Association of Pomona Teachers

