

Tentative Agreement

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

OCTOBER 20, 2015

Delete the current 9.1.1 language in the contract and replace it with the following 9.1.1]

9.1.1 For the 2015-2016 school year, a 2% on schedule salary increase retroactive to July 1, 2015. This salary increase shall only apply to salary schedule Appendices I-IX. In addition there will be payment of a one-time off schedule two percent (2%) of the 2015-2016 annual salary by no later than February 1, 2016. (e.g., not including overtime, reimbursements, stipends).

2016-2017 compensation will include a payment of a one-time off schedule two percent (2%) of annual salary, (e.g., not including overtime, reimbursements, stipends), effective July 1, 2016, payable not later than ~~December~~ August 1, 2016.

2017-2018 compensation will include a payment of a one-time off schedule two percent (2%) of annual salary, (e.g., not including overtime, reimbursements, stipends), effective July 1, 2017, payable not later than ~~December~~ August 1, 2017.

8.6.21 In addition the District will provide a retiree benefit to members with twenty (20) years of credited full-time service 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%

Tentative Agreement

59 90%
60 - 64 100%

- 9.14.1 Effective July 1, 1994, the District shall allow 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~~ of previous educational employment experience for salary placement. Effective February 1, 2001, the District may offer certificated unit members newly hired by the District up to an additional two years of service credit for positions that the District has designated as "difficult to fill". Such determination shall be at the sole discretion of the District.
- 9.14.2 Notwithstanding Paragraph 9.14.1 effective July 1, 2015 the District will, at time of hire, allow up to fifteen (15) years for previous experience to Language-Speech Specialist which shall include previous experience as a public education employee and experience providing service(s) to Pre-K - 12 students.
~~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.~~

APT and PUSD will establish a Middle School Restructuring Team in November 2015 to review the current middle school educational program and make recommendations to the interest based bargaining teams about collaboration time for teachers and the instructional day for students. The team shall consist of 2 teachers selected by APT from each of the middle schools and 4 members selected by PUSD administration. The team shall also include two APT members and two PUSD members of the IBB teams. Final recommendations shall be made to the IBB teams by March 15, 2016.

Tentative Agreement

The following MOU will remain in effect:

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

The following Memoranda of Understanding address the following areas:

1. Activities and Athletic Directors
2. Secondary Special Education Release Days
3. Child Development Substitute Coverage
4. All-Day Kindergarten
5. Elementary Report Cards

Activities and Athletic Directors

This Memorandum of Understanding is made and entered into this 17th day of April, 2014, between the Pomona Unified School District (hereinafter referred to as "District") and the Associated Pomona Teachers (hereinafter referred to as "APT");

1. Unit members serving in an athletic or activities director assignment shall receive a salary credit at the factor step of Column I in the amount of .125 per semester.
2. Unit members working in athletic and activities assignments may be required to teach two (2) periods and will be released at least four (4) periods per day.
3. A member's conference period shall be included as one of the release periods.
4. The District may choose to assign the referenced activities to site administration.
5. This Memorandum of Understanding shall expire on June 30, 2016 and shall be subject to reopeners during the 2015-2016 reopener negotiations in addition to the reopeners set forth in Article 32.
6. The undersigned declare that they have read this document, they understand its terms, and they enter into this Agreement on behalf of their respective parties.

Tentative Agreement

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

Secondary Mild/Moderate Special Education Teachers Release Days

The parties agree that, for the 2015-2016 school year, teachers assigned to the special education program at the secondary level, shall receive five (5) substitute release days for the first semester and five (5) for the second semester to complete caseload management and IEP documentation in compliance with state and federal law. Such days will be scheduled with the approval of the teachers' site administrator and will not occur on Monday, Fridays or on days preceding or following holidays.

K-3 Class Size Reduction

This Memorandum of Understanding is made and entered into this 26th day of June, 2015, between the Pomona Unified School District (hereinafter referred to as "District") and the Associated Pomona Teachers (hereinafter referred to as "APT");

WHEREAS, as a condition of receiving the additional funding grant for K-3 Class Size Reduction (CSR) under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site, kindergarten and grades 1 to 3, upon full implementation of LCFF by the year 2020- 2021.

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

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

1. Effective for the 2015-2016 school year~~s~~ the parties agree to implement full day kindergarten *with a site average of 24*, at sites where in the judgment of the District, both facilities exist and the proper number of students is enrolled.
2. The District's goal for the 2015-2016 school year shall be a *site average of 26* ~~for staggered day kindergarten and 28 for grade 1-3~~. The District may during the terms of this MOU exceed the site average by two (2), when cases exist where a neighborhood student would be forced to transfer to another school site or when the district is attempting to reduce the number of combination classes.

Tentative Agreement

3. *Effective beginning the 2015-2016 school year, the parties agree to site averages for specific grade levels. The District may, during the terms of this MOU, exceed the site average by no more than two (2) students when cases exist where a neighborhood student would be forced to transfer to another school site, or when the district is attempting to reduce the number of combination classes.*
4. *Averages shall be as follows:*
 - a. *All Day Kindergarten: 24*
 - b. *Transition Kindergarten 26*
 - c. *First Grade: 28*
 - d. *Second Grade: 28*
 - e. *Third Grade: 28*
5. *This Memorandum of Understanding shall sunset on June 30, 2016. The terms can be extended by mutual agreement or negotiations by the parties.*
6. *This Memorandum of Understanding constitutes the full and express agreement between the Parties with respect to the subject matter hereof. There exists no other agreements, promises, inducements, or understandings other than those provided herein.*
7. *The undersigned declare that they have read this document consisting of two typewritten pages, they understand its terms, and they freely enter into this Agreement.*

Child Development Substitute Coverage

At Child Development during the 2015-2016 school year when a substitute teacher is not available, the appropriate administrator may assign unit member(s), provided such assignment is done in an equitable manner among all available unit members. The unit member(s) may make a request to Human Resources ~~Personnel~~, via an email to their immediate supervisor, APT and the Assistant Superintendent, Human Resources or designee ~~electronic request located on Personnel's website~~, for a substitute to be provided to allow the member to make up the missed preparation time. The request shall be made within five (5) working days following the assignment. The coverage shall be assigned for the teacher within two (2) weeks of the loss of preparation time.

All-Day Kindergarten

For the 2015-2016 school year, the parties intend to pilot All-Day Kindergarten at all elementary schools and K-8 schools. The pilot shall include a phase-in for the Kindergarten students during the first nine (9) weeks of the program. During the first six (6) weeks, August 12, 2015 through September 18, 2015, the Kindergarten students shall be released at ~~or around~~ 11:45 a.m. From September 21, 2015 through October 9, 2015, the

Tentative Agreement

Kindergarten students shall be released at 1:25 p.m. October 12, 2015 through October 23, 2015 dismissal will be 1:25 p.m. Effective October 26, 2015 the Kindergarten students shall be released at the primary dismissal time through the end of the school year.

~~Those elementary schools operating Full-Day Kindergarten programs prior to the 2014-2015 school year will not participate in the piloted phase in and will adhere to the school site's existing primary release time.~~

Unit members participating in the pilot during the phase in period shall participate in professional development for two (2) days a week and the remaining two (2) days shall be utilized for Professional Learning Collaboration (PLC).

Elementary Report Card Task Force

This Memorandum of Understanding is made and entered into this 14th day of May, 2015 between the Pomona Unified School District ("District") and Associated Pomona Teachers ("APT"), collectively referred to as the "Parties."

The Parties are in agreement that there should be a diverse working group established to review the current elementary report card format and electronic gradebook and make recommendations for any modifications that might simplify the report card process and better inform parents of their children's academic progress. As a result, it is agreed that an Elementary Report Card Task Force will be created to meet and review the existing report card format and, relying on members' personal experiences, input from interested parties, including parents, and any other relevant information, make recommendations to the Deputy Superintendent, Education Services regarding any recommended modifications to the existing report card format or electronic gradebook.

1. Task Force Membership. The Task Force will be composed of 10 members. Five members will be teachers selected by APT. The remaining five members will consist of two teachers, two administrators, and one representative from Information Technology Services selected by the District. The District and APT will notify each other of their selections by July 1, 2015.

2. Factors. The Task Force will consider factors including but not limited to:

- a. Enhancing the effectiveness of the elementary report card;
- b. Simplification of the existing elementary report card;

Tentative Agreement

- c. Use of, and access to, technology, including Zangle, to streamline the report card process and distribution;
- d. Elimination of "blue paper";
- e. Parent access to completed report cards.

3. Timeline. The goal of the Task Force will be to complete its review and provide its recommendations in writing by January 1, 2016 to Deputy Superintendent, Education Services.

Secondary Mild/Moderate Special Education

For the 2015-2016 school year, the District and Association will meet within the first three weeks of the start of the school year to review special education (mild to moderate) teachers' caseloads that exceed ~~an average of 25 per teachers.~~

Peer Assistance and Review and Evaluations Task Force Committee
The Association and District agree to establish a Peer Assistance and Review (PAR) and Pre-K to Adult Education Evaluation Task Force ~~Committee~~ for the purposes of making recommendations to the bargaining teams on ways to revise the Articles 13 and 15. The Task Force ~~Committee~~ will be composed of seven (7) members selected by APT and five (5) members selected by the District. Recommendations will be submitted to the bargaining teams by March 1, 2016.

Elementary Parent Conference Week

For the 2015 - 2016 school year, during the two weeks of shortened student days (October 12, 2015 - October 23, 2015) and the two weeks of shortened student days (March 14, 2016 - March 25, 2016) teachers shall utilize the first week for the purposes of preparing progress reports, lesson planning, and/or other professional responsibilities as deemed necessary by the teacher. Parent conferences shall be held the second week. Wednesday teacher preparation time shall not be observed during the conference week.

APT Representative

District Representative

Date

Date