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**MEMORANDUM OF UNDERSTANDING
BETWEEN
PASADENA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF PASADENA**

April 17, 2009

This Memorandum of Understanding (MOU) is entered into by and between Pasadena Unified School District and United Teachers of Pasadena on April 17, 2009. The provisions of this MOU agreement shall serve as the basis for implementing a new article, Teachers on Special Assignment, in the 2008-2009 school year. It is anticipated that the provisions of this agreement shall be incorporated into the language of a Tentative Agreement subject to ratification by the United Teachers of Pasadena membership and the Pasadena Unified School District Board of Education.

In the event that either party does not ratify or adopt the Tentative Agreement then the current language in each of the impacted articles shall revert to the language of the current Agreement.

TEACHERS ON SPECIAL ASSIGNMENT

Description

A Teacher on Special Assignment is a teacher whose assignment is outside of the classroom.

Purpose

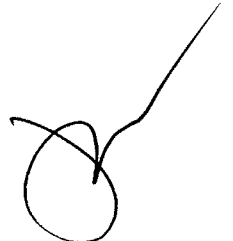
The purpose and role of a Teacher on Special Assignment is to provide his/her expertise, skills, talents, and knowledge in order to improve the quality of instruction thus increasing student achievement.

Definitions

There will be two (2) classifications of Teachers on Special Assignment: (1) Teachers on Special Assignment I are assigned to a school site and (2) Teachers on Special Assignment II are assigned to the Education Center.

Teachers on Special Assignment I – Assigned/Located at School Sites

Curriculum Resource Teacher
Language Development Resource Teacher
Program Resource Teacher
Academic Coaches



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Teachers on Special Assignment II – Assigned/Located at the District Office
BTSA Support Provider
English Language Learners Specialist
Math Coach
Special Education Teacher Specialist
GATE Teacher Specialist

Teachers on Special Assignment shall not be utilized in the computation or application of the class size ratios listed in Article X, Class Size.

Selection Procedure

The District shall post known openings for Teachers on Special Assignment for an ensuing school year by the prior April 15, in accordance with section 7.2.2. Open positions shall be posted in the District Certificated Personnel Office, on the UTP bulletin board at each school site, and at the UTP Office.

For openings for Teachers on Special Assignment that occur during the summer recess period, the District shall post a list of known vacancies in the Certificated Personnel Office on or about July 1 and August 1 in accordance with Section 7.2.2.

Any vacancies that occur during the school year shall be posted in accordance with Section 7.2 [subject to proposed contract language] of Article VII, Transfers and Reassignments.

The primary criteria in selecting Teachers on Special Assignment shall be appropriate credentials, appropriate trainings, appropriate experience, and satisfactory evaluations.

New Teacher on Special Assignment positions shall be identified in a notice prepared and distributed by Human Resources that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with eligibility criteria with attention to experience and training identified in the notice.

Hours

Workday

The workday for Teachers on Special Assignment I shall be the same as the contractual day for classroom teachers at his/her school site.

The workday for Teachers on Special Assignment II shall be from 8:00 a.m. to 5:00 p.m., including a one-hour duty-free lunch.

Work Year

DL 4-17-09
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The work year for Teachers on Special Assignment I shall be ten (10) months (186 days).

The work year for Teachers on Special Assignment II shall be eleven (11) months (203 days).

Salary

Ratio Factors

Teachers on Special Assignment I shall be paid according to their placement on the Certificated Salary Schedule in Appendix A.

Effective July 1, 2008, Teachers on Special Assignment II shall receive 1.15 times their placement on the Certificated Salary Schedule in Appendix A.

Supplemental Pay

Teachers on Special Assignment I shall receive the Supplemental Rate of Pay as contained in Supplemental Employment – Certificated Salary Schedule in Appendix A for any work beyond the contractual workday.

Duties

The District shall provide a job description of duties and responsibilities for each Teacher on Special Assignment.

The site administrator may assign a Teacher on Special Assignment to provide coverage as necessary when a substitute is not available.

Any teacher on Special Assignment who holds an administrative credential and who agrees to serve as the Administrator designee may do so.

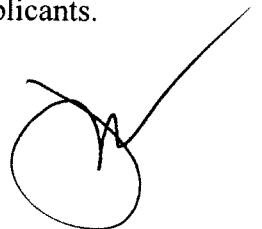
Teachers on Special Assignment shall not evaluate other certificated staff.

Voluntary Transfers

Teachers on Special Assignment requesting a voluntary transfer to a classroom position shall follow the procedures contained within Article VII, Transfers and Reassignments.

Return Rights

Unit members who transfer to Teacher on Special Assignment positions are deemed to be on "position leave" from their regular classroom positions. Upon completion of the term of the Teacher on Special Assignment duty, the unit member shall be afforded the rights of a voluntary transfer and shall be assigned before all other voluntary transfer applicants.



27 4-17-09
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Term of Service

Effective July 1, 2009, a unit member shall hold a Teacher on Special Assignment position for a term of three (3) consecutive years. After completing a term of service, the immediate supervisor and the Teacher on Special Assignment may agree on a successor three (3) year term. In the absence of such agreement, the unit member shall receive a voluntary transfer to a classroom position.

A unit member shall hold a Teacher on Special Assignment position for no more than four (4) successive terms. Subsequently, the Teacher on Special Assignment shall be granted return rights as stated above.

Either a Teacher on Special Assignment or the Site Administrator may end the assignment at the completion of any school year so long as this action is not arbitrary or capricious.

Teachers on Special Assignment who would have otherwise completed four (4) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2012-2013 school year.

Teachers on Special Assignment who would have otherwise completed three (3) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2015-2016 school year.

Teachers on Special Assignment who would have otherwise completed two (2) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2018-2019 school year.

Teachers on Special Assignment who would have otherwise completed one (1) term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.

Teachers on Special Assignment who would have otherwise completed two (2) years of the first term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.

Teachers on Special Assignment who would have otherwise completed one (1) year of the first term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.

Evaluation Procedures

A joint committee shall be appointed by the District and the Association to develop recommendations for evaluation instruments for Teachers on Special Assignment to the

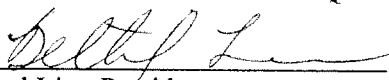
bargaining teams no later than January 8, 2010. The committee shall be composed of three (3) representatives on each side.

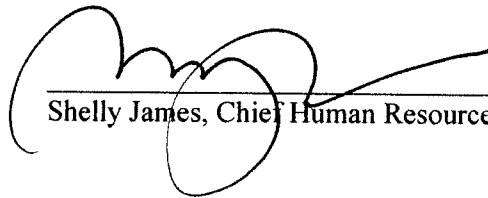
Dated: April 17, 2009

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United Teachers of Pasadena

Pasadena Unified School District


Bethel Lira, President


Shelly James, Chief Human Resources Officer


Alvin Nash, Bargaining Chairperson

