

**AGREEMENT**  
**BETWEEN**  
**THE**  
**BOARD OF EDUCATION**  
**WEST COVINA UNIFIED SCHOOL DISTRICT**  
**AND THE**  
**TEACHERS ASSOCIATION OF WEST COVINA**  
**WEST COVINA, CALIFORNIA**

**EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2008**

TABLE OF CONTENTS

<u>ARTICLE</u> .....	<u>PAGE</u>
1 Agreement.....	1
2 Term.....	2
3 Recognition.....	3
4 Class Size.....	4
5 Hours and Days of Employment.....	7
6 Leaves of Absence.....	10
i Bereavement Leave .....	10
ii Judicial and Official Appearance Leave .....	10
iii Legislative Leave .....	12
iv Personal Leave Without Pay .....	12
v Personal Necessity Leave .....	14
vi Sabbatical Leave .....	16
vii Sick Leave .....	17
viii Family Medical Leave Act .....	21
ix Industrial Accident or Illness Leave .....	21
x Job Sharing .....	23
xi Catastrophic Leave .....	28
7 Maintenance of Standards.....	29
8 Mileage Reimbursement.....	30
9 Non-Discrimination.....	31
10 Management Rights.....	32
11 Public Charges.....	33
12 Savings.....	34
13 Summer School.....	35

TABLE OF CONTENTS (continued)

<u>ARTICLE</u> .....	<u>PAGE</u>
14 Support of Agreement.....	37
15 Teacher Orientation.....	38
16 Teacher Safety and Welfare.....	39
17 Transfers and Reassignments.....	41
18 Association Rights.....	46
19 Peer Assistance and Review.....	49
20 Grievance Procedure.....	57
21 Teacher and Counselor Evaluation.....	65
22 Retirees.....	76
23 Health and Dental Benefits.....	77
24 Work Year/Calendars.....	79
25 Completion of Meet and Negotiation.....	80
26 Waiver of Contract Provisions for Implementation of Educational Reforms.....	81
27 Salary Schedule Placement and Advancement.....	82
28 Due Process Procedures for Serious Misconduct.....	85

APPENDIX

School Calendar 2006-07  
Teachers' Salary Schedule  
Counselors' Salary Schedule  
Miscellaneous Pay Schedule  
Athletic Stipends  
Absence Call-in Procedures

**ARTICLE 1**

**AGREEMENT**

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the West Covina Unified School District ("Board"), whose address is 1717 West Merced Avenue, West Covina, CA 91790, and the Teachers Association of West Covina ("Association"), whose address is 1274 E. Center Court Drive, Suite #110, Covina, CA 91724, an employee organization.

APPROVED

For the Teachers Association of  
West Covina

For the Board of Education

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ARTICLE 2**

**TERM**

This Agreement shall remain in full force and effect from July 1, 2005 through June 30, 2008; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than January 15 of the final year of the Agreement of its request to negotiate a successor Agreement.

**RECOGNITION**

The Board recognizes the Association as the exclusive representative for that unit of employees recognized by the District Board of Education per its Resolution No. 99, Dated October 20, 1976. All certificated employees who are probationary, permanent, temporary, or contract substitutes who serve at least 75% of the school year are recognized as part of the bargaining unit, excluding all other positions, including Psychologists, Nurses, Librarians and management, supervisory and confidential employees, including:

Superintendent  
Assistant Superintendents  
Administrator  
Directors  
Coordinators  
Supervisors  
Principals  
Assistant Principals  
Deans

**ARTICLE 4**

**CLASS SIZE**

Staffing will be based upon the following class size(s):

Kindergarten	31
1 - 3	30
4 - 8	32
9 - 12	33

District will make a reasonable effort to avoid extremes in class sizes in Physical Education.

District will make a reasonable effort to limit the identified elective classes to teaching stations available (i.e., Art, Computer Technology, and Home Economics.)

Difficulties arising from classroom loading beyond the above levels will be resolved in the following manner:

A committee composed of eight (8) individuals (4 teachers appointed by the Association and 4 individuals appointed by the Superintendent) will agree on procedures/ALTERNATIVES to resolve classroom loading problems.

Teachers in grades 6-12 shall not be assigned more than three (3) different preparations except as provided herein. Permanent teachers in grades 6-12 may agree to accept a fourth class preparation in addition to the three (3) separate class preparations already assigned upon completion of the approval process stated in this paragraph. In the event of excessive enrollment or extraordinary educational needs of the District, the Principal shall advise the Superintendent of the proposal to add a fourth preparation.

The Superintendent shall, in turn, advise the Association. The Association shall consider the proposal and confer with the Superintendent for resolution. No unit member shall be required to accept a fourth different preparation. Different preparations are defined as preparations necessitating qualitatively different material, i.e., (1) Psychology, World Cultures, Government, and Economics are four (4) different preparations; (2) GATE English, Average English, and Remedial English are three (3) qualitatively different preparations.

**ARTICLE 4**

**CLASS SIZE (continued)**

In addition, different levels of the same subject i.e., Freshmen, Sophomore, Junior, and Senior English are four (4) different preparations.

The parties understand and agree that each teacher is responsible for delivering the core curriculum of a class to each student in the class, taking into account the individual needs of students including English language learners, with the intended result that the individual students will have access to the core curriculum for the class, taking into account his or her individual needs.

For this reason "sheltered classes" shall not be counted as a separate preparation within the meaning of Article 4 "Class Size."

Any certificated person who is not a regular classroom teacher shall not be included in the computation of pupil/teacher ratio.

A regular classroom teacher shall not include:

- reading specialists
- GATE teachers
- music specialists
- speech therapists
- psychologists
- librarians
- counselors
- special education teachers
- Title I teachers

**CLASS SIZE (continued)**

**SPECIAL EDUCATION**

The allocation of special education students to special education programs shall not exceed state maximum limitations. Such classes shall not be included in the computations of pupil/teacher ratios or the average class size limitations.

**CONTINUATION EDUCATION**

Continuation high school staffing shall be set in accordance with the district staffing formula. Such classes shall not be included in the computation of pupil/teacher ratios or the average class size limitations.

**ARTICLE 5**

**HOURS AND DAYS OF EMPLOYMENT**

1. The District and Association recognize that the varying nature of unit members professional responsibilities do not lend to an instructional day of rigidly established length.
2. Unit members shall report to school not later than thirty (30) minutes prior to their first regular class or conference period.
3. Unit members are expected to remain a sufficient amount of time after their last class and/or at other times to attend to student needs, attend scheduled parent or administrative conferences or meetings, and carry out assigned or voluntary adjunct duties.
4. Unit members shall be provided a daily-uninterrupted duty-free lunch break of not less than thirty (30) minutes, excluding passing time.
5. The on-site administrator of each school shall establish provisions to offer classroom coverage for a unit member to be relieved of duties for short periods of time to use restroom facilities. Such time is in lieu of scheduled personal comfort breaks as required in business and industry.
6. All unit members assigned to grades 6 through 12 shall have a preparation/conference period equivalent in length of time to one instruction period per day. Permanent teachers in grades 6-12 may agree to accept a sixth teaching period added to their regular teaching day as provided herein. In the

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7

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**ARTICLE 5**

**HOURS AND DAYS OF EMPLOYMENT (continued)**

event of excessive enrollment or extraordinary educational needs of the

District, the Principal shall advise the Superintendent of the proposed additional teaching. The Superintendent shall, in turn, advise the Association of the proposal. The Association shall consider the proposal and confer with the Superintendent for resolution. No unit member shall be required to accept a sixth teaching period. If the unit member does agree to accept the sixth teaching period, compensation for that additional period will be based upon a one-sixth portion of the teacher's daily salary rate.

7. Daily assigned classroom teaching shall be averaged over 184 teaching days, will not exceed an average of 300 instructional minutes per day in grades K-5, and will not exceed an average of 25 hours per week in grades 6-12 to allow for shortened days. Shortened day is defined as any day with fewer instructional minutes than the regular school day. In addition, at grades K-5, no school day shall exceed 314 instructional minutes, and at grades 6-12, no school day shall exceed 374 instructional minutes (which includes a six period day). Elementary teachers shall utilize two, fifty-five minute (55) shortened Wednesday afternoons each month for grade level/subject matter and/or across-grade articulation meetings to collaborate regarding instruction, curriculum, benchmarks, and standards as they support student achievement. Meeting agendas shall be developed collaboratively at the conclusion of regular staff meetings. Summary notes shall be provided to the principal. The remaining fifty-five minute (55) shortened Wednesday agendas will be determined by the site principal. At the secondary level, shortened days will focus on the analysis and improvement of pupil achievement, and/or the California State Standards, and/or parent conferences, and/or preparation for Back-to-School Night, and/or Open House as determined by the school site principal.

**ARTICLE 5**

**HOURS AND DAYS OF EMPLOYMENT (continued)**

8. Effective July 1, 2006, the unit members work calendar, exclusive of

Counselors, shall be based upon 184 teaching days, 2 days of staff development, and 2 days for teacher preparation/parent conferences for a total unit member work year of 188 work days. The District shall not increase additional professional development beyond existing 2005-2006 staff development hours unless the parties negotiate otherwise. The two professional development buy back days are to be continued contingent on State funding. If funding is reduced or discontinued, negotiations on the impact of the reduction on salary and work year shall commence within 10 days of a written request by either party.

9. Counselors work a 195-day work year. They will work an eight-hour contractual workday.
10. The notice of and the agenda for any faculty meetings shall be given to the unit members involved as soon as practicable prior to the meeting. Unit members shall have the opportunity to submit items for the agenda.
11. Immediate supervisors shall apply the provisions of this article in a consistent and reasonable manner.

**ARTICLE 6**

**LEAVES OF ABSENCE**

**BEREAVEMENT LEAVE**

Every member of the bargaining unit shall be entitled to a maximum of five (5) days of paid leave of absence, on account of the death of any member of his/her immediate family. Members of the immediate family shall be limited to mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member. This leave shall not be deducted from sick leave.

JUDICIAL AND OFFICIAL APPEARANCE LEAVE

Purpose

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, subpoenaed appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the connivance or misconduct of the employee.

Procedure

An employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. When practicable such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

LEAVES OF ABSENCE (continued)

JUDICIAL AND OFFICIAL APPEARANCE LEAVE (continued)

Requirements

An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

Compensation

A unit member granted a leave for jury service shall receive compensation without loss of pay which, when added to jury or witness fees, shall not exceed the unit member's daily compensation for a maximum of five (5) working days annually. Notwithstanding the above, a maximum of two percent (2%) of the total number of unit members will be granted judicial and official appearance leave with pay at any one time. Employees who utilize their five (5) paid days of jury service without completing their jury duty may utilize authorized leave under "Personal Necessity Leave," or Section 10, "Other Necessities," up to the maximum days permitted in that section, or, in the alternative, may utilize "Personal Leave Without Pay" to complete their jury service. The District will provide to each employee who notifies the District in writing that he or she has been called for jury duty a standard letter to the court confirming that the District only pays jury duty pay for five (5) working days, members may utilize other paid leaves as specified above and in this agreement.

Return to Service

Immediately upon return to active service, the employee shall complete and sign the Absence Affidavit form and submit it to their immediate supervisor.

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11

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**ARTICLE 6**

**LEAVES OF ABSENCE(continued)**

LEGISLATIVE LEAVE

Every unit member who is a permanent employee in a position requiring certification qualification who is elected to the Legislature shall be granted a

leave of absence from his/her duties as an employee of the District by the Board of Education. Such leave shall be without pay. Such absence shall not affect in any way the classification of such unit member.

Within six (6) months after the term of office of such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this article.

A person employed to take the place of any such unit member shall not have the right to such position following the return of such unit member to the position.

PERSONAL LEAVE WITHOUT PAY

- A. Leave without pay or other benefits may be granted, upon request, to a unit member for reasons such as, but not limited to, the following: (1) preparation for child bearing; (2) child rearing; (3) rest and recuperation; and (4) further education.
- B. The unit member shall request such leave as soon as practicable. The request shall be in writing to the Superintendent or designee and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- C. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and replacement problems of the District.

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LEAVES OF ABSENCE (continued)

PERSONAL LEAVE WITHOUT PAY (continued)

- D. The duration of such leave shall consist of no more than the balance of the school year and one additional school year.

- E. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on a personal leave without pay.
- F. A unit member on personal leave, who serves less than one hundred (100) days of the school year in paid status, shall not earn salary increment. The unit member shall have the prerogative to continue to receive insurance benefits provided by the District, as allowed by the vendors, with provision that the unit member pays the full cost of the premiums. When a unit member takes a leave during the school year, the District will pay a prorated amount of the District contribution for the days worked in the month the leave was effective. The difference will be paid by the unit member.
- G. A unit member on personal leave may request an immediate assignment to a vacant unit position within a school year. If there is a vacancy for which a returning unit member is qualified, the District shall assign the unit member to a position as soon as practicable. A "vacant position" means a position in which the unit member is qualified to serve and which is not filled by a permanent or probationary unit member or a temporary employee on contract.

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13

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**PERSONAL LEAVE WITHOUT PAY (continued)**

- H. Return to Service - The unit member shall be reinstated by the District to a position for which the unit member is certified provided the unit member notified the District in writing ninety (90) days prior to the scheduled termination of the leave.

If the personal leave of absence was granted for personal health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement signed by a physician. The release shall specify in detail what restrictions, if any, limit the employee's ability to perform the essential functions of the position. The District may require the unit member to be examined by a District selected physician. The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

PERSONAL NECESSITY LEAVE

Any member of this unit may, at his/her election, during any school year use his/her accumulated sick leave up to seven (7) days in cases of personal necessity when such cases of personal necessity are as defined below:

1. Death in the Immediate Family - Death of a member of the unit member's immediate family when the number of days exceeds the bereavement leave days established by Article 6, I. Members of the immediate family shall be limited to mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any person living in the immediate household of the unit member.

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14

WCUSD \_\_\_\_\_

ARTICLE 6

LEAVES OF ABSENCE (continued)

PERSONAL NECESSITY LEAVE (continued)

2. Accident of Emergency Nature - Accident not otherwise chargeable to an illness or injury leave, involving the unit member's person or property, or the person or property of a member of his/her immediate family, of such an emergency nature as to require the attention and

presence of the unit member during his/her working day.

3. Court Appearance - Appearance in court as a litigant. (A litigant is a party to the action such as the plaintiff or defendant.)
4. Illness in Immediate Family - Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the unit member during his/her working day.
5. Home in Danger - Imminent danger to the home of the unit member, serious in nature and which requires the presence of the unit member during his/her working day.
6. Specific family responsibilities and/or obligations or personal or family business imperatives which require the personal presence of the unit member or must be attended to during working hours.
7. Fatherhood - Personal presence of the father at the time of birth of a child, or when birth is imminent.
8. Funeral Attendance - Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.
9. Transportation Difficulties - Unforeseen circumstances involving transportation or storm conditions that prevent the individual from traveling to and from work.

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15

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**PERSONAL NECESSITY LEAVE (continued)**

10. Other necessities, which are unavoidable, inevitable, or indispensable, and which cannot be reasonably accomplished outside of the work day and are not for the purpose of purely personal convenience.

**SABBATICAL LEAVE**

1. After completing seven consecutive school years of service, a unit member will become eligible to apply for a sabbatical leave for a period not to exceed one year.
2. Applicants for sabbatical leave must submit their requests through the principal not later than February 1 of the school year preceding the school year in which the leave is requested. Under extenuating circumstances, and upon review by the Superintendent, the Board of Education will consider requests filed after February 1. Request shall include a detailed statement of the proposed study program or travel itinerary and the anticipated benefits which shall accrue to the district.
3. Unit member compensation while on sabbatical shall be fifty (50) percent of the unit member's salary which normally would have been received during the year he/she is on leave.
4. Unit members on sabbatical leave shall be paid in the same manner as if the unit member were in service to the District.
5. Unit members on sabbatical leave shall be permitted to participate in fringe benefit programs at their own expense.

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16

WCUSD \_\_\_\_\_

**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**SABBATICAL LEAVE (continued)**

6. Unit members granted sabbatical leave shall agree to return to the service of the District and to render at least two (2) years of service following return from said leave. The terms and conditions of the leave shall be in writing and shall include an indemnification bond for failure of successful completion.
7. Unless otherwise agreed, a unit member returning from sabbatical

leave shall be reinstated in a position as similar as practicable to the position held immediately prior to the sabbatical. It shall be the obligation of the unit member to notify the District no later than May 1 that it is his/her intention to return the ensuing school year.

8. The Board reserves the right to limit the number of sabbatical leaves granted.

#### SICK LEAVE

##### Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability, or quarantine.

##### Eligibility

A full-time unit member, covered by this Agreement, for a full contract year shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. An employee, covered by this Agreement, working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

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17

WCUSD \_\_\_\_\_

#### ARTICLE 6

#### LEAVES OF ABSENCE (continued)

##### SICK LEAVE (continued)

##### Procedure

Each employee is personally responsible for reporting absences and return to work from absences.

If you are unable to report for work call 962-5318 anytime during the day or night before you expect to be absent. Call as soon as possible.

In the event of a system failure, employees are directed to contact their

immediate supervisor.

Requirements

An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or prior scheduled cause shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of the return to active service. The District may require the employee to be examined by a District selected physician.

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18  
**ARTICLE 6**

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**LEAVES OF ABSENCE (continued)**

SICK LEAVE (continued)

Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit an employee who continues to be absent for purposes of this policy shall receive differential pay for a period not to exceed five (5) continuous school months. The amount of differential pay shall be the difference between the daily pay of the unit member and that of a substitute or, if no substitute is employed, the amount which would have been paid to the substitute had one been

employed. In order to qualify for differential pay, an employee shall first utilize all current and accumulated sick leave credit; and in no event shall days of differential pay exceed one hundred (100) days in any school year.

An employee shall not be provided more than one five month period per illness or accident. If the illness or injury continues into the next school year and the employee is still unable to return to duty, he/she may utilize up to the balance of the five (5) month period.

If the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five (5) months of differential pay, and the employee is not medically able to resume the duties of his or her position, the employee, if not placed in another position, shall be placed on a reemployment list for 24 months (probationary employee) or 39 months (permanent employee). If the employee is medically able to return during the reemployment period, he or she shall present the physicians confirmation of such fact in order to be placed in a vacant position for which he/she is credentialed and qualified.

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19

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**SICK LEAVE (continued)**

**Return to Service**

1. Immediately upon return to active service, the employee shall complete and sign the Absence Affidavit form and submit it to his/her immediate supervisor.
2. An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement signed by the employee's physician and indicating an

ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being. The release shall specify in detail what restrictions, if any, limit the employee's ability to perform the essential functions of his/her position.

3. An employee shall not be permitted to return to service and shall be charged with one additional day of sick leave absence if the employee fails to notify the District substitute clerk of intent to return to duty by 1:00 p.m. of the preceding workday. An employee who states a definite day and date of return at the time of calling for a substitute has met the notification of return requirement of this section.

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20

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**FAMILY AND MEDICAL LEAVE**

Entitlement to family medical leave shall be in accordance with federal and state law and Board policy. Any such leave shall begin to run and run concurrently with any other leave available to the unit member under applicable provisions to this agreement, whether or not specifically requested. The District may require appropriate verification of the need for such leave in accordance with the provisions of state and federal law.

**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

Procedure

An employee who has sustained a job related injury shall report the injury on District approved accident report form, within two (2) working days to the immediate supervisor. An employee shall report any illness, on a District approved form, to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated, if necessary, by a physician approved by the District's industrial accident insurance carrier. Unit member may request treatment by a personal physician of his/her choice provided such request has been filed with the District prior to industrial accident or illness. Reimbursement for treatment of unit member by personal physician will be based on the schedule of payments established by the official minimum fee schedule for services rendered under California workers' compensation laws adopted by the Division of Industrial Accidents of the State of California, as amended May 1, 1976.

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21

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE (continued)**

**Requirements**

1. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability

indemnity award.

5. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury, plus 100 days of differential pay.
6. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.

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22

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE (continued)**

7. During any industrial paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, or other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with (any) temporary disability indemnity shall not exceed

100% of the employee's normal compensation.

Return to Service

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriments to the employee's physical and emotional well-being.

Immediately upon return to active service, the employee shall complete and sign the Absence Affidavit form and submit it to the immediate supervisor.

"Industrial accident," as used in this article, is defined as any accident or illness arising directly out of or in the course of the employment of the employee for which he/she receives temporary disability indemnity.

JOB SHARING

The District and the TAWC agree to the following procedure for job share programs. This arrangement shall not be subject to the contractual grievance procedure.

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23

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ARTICLE 6

LEAVES OF ABSENCE (continued)

JOB SHARING (continued)

1. Number of Teams: The District may authorize two permanent unit teachers to share a full-time assignment under the following terms and conditions.
2. Definitions: Share teaching assignments shall refer to two (2) permanent unit members sharing one (1) full-time position. Job sharing may occur involving proportionate teaching responsibilities in amounts of other than 50%/50%, if approved by the District.
3. Procedure: Shared teaching assignments will be filled only by permanent unit members who have jointly agreed to work together and who have submitted a written proposal for share teaching to the Superintendent or designee. The proposal must be received on or

before February 15 of each school year prior to the year in which the shared teaching assignment will be requested. The proposal may be submitted simultaneously with the request for a year of unpaid leave, and neither request will prejudice the other. If one request is denied, the other will still be considered. Both unit members will be informed of the status of the proposal by April 1.

4. Hours:

- a) Both unit members required to work all pre- and post-service days required full-time teachers, plus regularly scheduled parent conferences, back to school night, and open house on the dates established by the District. Other responsibilities associated with the teaching assignment which occur outside of the regular work day will be divided by the two teachers, subject to the approval of principal.

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24

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ARTICLE 6

LEAVES OF ABSENCE (continued)

JOB SHARING (continued)

- b) Both members of the team will be responsible for sharing all information pertaining to their mutual assignment, including information from staff meetings and in-services.
- c) Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service from each team member beyond the duties required in this article, "Job Sharing" to be paid at the member's per diem rate.
- d) Both unit members must meet with the principal prior to June 1 to review the responsibilities of the assignment, and again prior to the opening of school to establish the exact working days and receive directions regarding attendance at staff and team meetings. The working calendar must be approved by the

principal prior to the opening of school.

5. Salary Schedule, Placement, and Credit:

a) Both unit members will receive salary proportionate to their annual salary, based on the percentage of the job share.

Except as provided in Section 4.c, pay for the two teachers shall not exceed the equivalent of one full-time teaching contract.

- b) If the share is 50% to 50%, both unit members will be required to work two years in a shared teaching assignment to one year's credit on the teacher's salary schedule. Any service of less than 50% of the days of the contract year shall not be credited towards salary advancement.

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25

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ARTICLE 6

LEAVES OF ABSENCE (continued)

JOB SHARING (continued)

6. Retirement: Both unit members will receive an amount proportionate to the year's credit toward the State Teachers' Retirement System equivalent to the percentage of the job share.

7. Seniority List: Both unit members will maintain their place on the District seniority list.

8. Health and Welfare Benefits and Leaves:

- a) Each unit member in the shared teaching assignment is entitled to an amount proportionate to the total current benefits package equivalent to the percentage of the job share. Each member shall pay the balance of the premium cost as a condition of receipt of benefits.

b) Leave provisions shall be prorated.

9. Renewal: The District reserves the right to review the effectiveness of the shared positions, and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by February 15 if he or she wishes to reapply for a similar shared teaching assignment for the upcoming school year.

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26

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**ARTICLE 6**

**LEAVES OF ABSENCE (continued)**

JOB SHARING (continued)

10. Criteria: The District will use the following criteria in consideration of job sharing requests:
- a) Quality of previous service to the District.
  - b) Compatibility of teaching styles of the team members, as determined by the District.
  - c) The impact of the potential shared teaching assignment upon the school involved.
  - d) The needs and efficient operation of the District and its instructional program.
  - e) Unit member certification and competency.
11. Substitute Service:

- a) Substitute teachers will be requested by a job sharing teacher only when the other partner cannot accept the responsibility of covering for the other's absence.
- b) Should one partner be unable to fulfill the year-long commitment, the job sharing partner shall assume the full teaching assignment for the remainder of the year.
12. Cancellation: The District reserves the right to cancel this job sharing arrangement at the semester break with at least thirty (30) days notice, if, in the judgment of the Superintendent, the job sharing does not meet the needs of the District. Designation and determination of the assignment shall be at the discretion of the District.

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27

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ARTICLE 6

LEAVES OF ABSENCE (continued)

JOB SHARING (continued)

13. Number of Teams: For the duration of this agreement, the number of shared teaching assignments at each school site shall not exceed one (1) team per school.

CATASTROPHIC LEAVE

The District and the Association may mutually agree to enter into a memorandum of understanding for the purpose of providing a deserving unit member with up to sixty (60) days of paid catastrophic illness leave. The member must provide written evidence, satisfactory to the District and the Association, that the member has exhausted all available paid leave (except differential pay) and remains medically unable to return to work.

The District and the Association, upon entering into such an agreement, shall accept up to five (5) days per year of donated sick leave from permanent members of the unit who have at least 15 accrued and unused sick leave days. Upon donation, leave shall be irrevocable, and donations shall not be accepted after sixty (60) days are received.

A mutual decision to enter into or to not enter into such memorandum of understanding shall not be precedential, nor shall it obligate the District to enter into a memorandum of understanding on behalf of another unit member.

It is agreed and understood that this subsection shall expire and be of no further force or effect as of June 30, 2008 entitled "Catastrophic Leave" is effective for the duration of the current agreement only and thereafter will be eliminated unless the parties negotiate and agree to continue this provision otherwise.

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28  
**ARTICLE 7**

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**MAINTENANCE OF STANDARDS**

The Board shall not reduce or eliminate any benefits or professional advantages within 3543.2 of the Government Code which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.

The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

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29

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**ARTICLE 8**

**MILEAGE REIMBURSEMENT**

Unit members who are assigned to more than one school per day shall, upon request, be reimbursed for all assigned travel at not less than the IRS current rate at time of travel per mile for mileage between the first assigned location at the beginning of the workday and the last assigned location at the end of the workday; provided, however, that the unit member has received prior written approval for such travel.

Unit members who are directed in writing by their immediate supervisor to use their personal automobiles for District business shall be reimbursed, upon request, for required travel at not less than the IRS current rate at the time of travel per mile.

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30

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**ARTICLE 9**

**NON-DISCRIMINATION**

The Board and TAWC shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, participation in the activities of an employee organization.

Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

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31

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**ARTICLE 10**

**MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter as necessitated by an emergency

as defined below. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees to the full extent of the law, and the terms of this agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the law and the terms of this Agreement, and then only to the extent such terms are in conformance with law.

An emergency shall be defined as an act of God, a natural disaster such as flood, earthquake, or physical disaster such as riot or war.

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32

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**ARTICLE 11**

**PUBLIC CHARGES**

A complaint or charges filed, by a parent, student or citizen, against a unit member shall be reported to the unit member following a preliminary investigation. If the preliminary investigation reveals a serious or unresolved charge, the person making the original complaint shall state the charge in writing and sign it. If the complainant refuses to do this, the charge shall be dropped.

Those involved shall receive written notification of the charge within five (5) working days after the charge has been reduced to writing and submitted to the District. A unit member shall have the right to Association representation at any conference or investigatory meeting.

If the charge cannot be resolved at the local school level, the superintendent or his/her designee shall make a thorough investigation of the alleged charge and attempt to effect a resolution. The term "resolution" as used

in this section shall mean the resolution to the point that neither the charging party nor the unit member wishes to pursue this issue to another level.

In the event resolution cannot be affected by the Superintendent or his/her designee, the Superintendent or the employee may present findings to the Board of Trustees for appropriate action. The employee(s) shall have the right to be present during the presentation of any information or evidence having bearing on the charge.

If the charges are presented to the Board of Education, they shall be received in closed session unless otherwise requested by the unit member being charged.

Complaints which are withdrawn or determined to be false shall not be placed in the unit member's personnel file or shall be removed from the unit member's personnel file. Further, they shall not be utilized in any evaluation or disciplinary action against the unit member.

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33  
**ARTICLE 12**

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**SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions or applications will be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect for the life of this contract.

Should a provision or application be deemed invalid as described in the above paragraph, items affected by the decision of such a court would then be open to re-negotiation at the instigation of either party.

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34

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**ARTICLE 13**

**SUMMER SCHOOL**

1. Anticipated summer school vacancies shall be posted by the Administrator on every association bulletin board as soon as practicable.
2. Summer school teacher and room assignments shall be made and posted as soon as practicable.
3. Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the subject(s) to be taught.
4. No unit member shall be required to teach summer school; however, once a member agrees to serve in a particular assignment, the Administration shall not change such assignment without consulting with the unit member involved.
5. The site Administrator or designee shall make summer school assignments as follows:
  1. Unit members shall be given priority in filling classroom teaching positions.

2. The criteria for teacher selection shall include:
  - A. Unit members in a given subject or grade level shall be given priority consideration in filling subject or grade level summer school positions.
  - B. Credentials held by the unit member.
  - C. Unit member's area of competence and recency of experience in the subject matter and/or grade level.
  - D. Unit member's major and minor field of study.
  - E. Unit member's length of service in the West Covina Unified School District.
  - F. Staffing needs of the school.

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35  
**ARTICLE 13**

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**SUMMER SCHOOL (continued)**

6. In making summer school assignments, the immediate supervisor will carefully consider staffing and supervision of all classes which require specialized equipment and/or supplies which are a part of regular school-year programs.
7. If enrollment or attendance for a particular class, grade level, or subject area does not warrant continuance of the position in the opinion of the site Administrator, the unit member so assigned shall be released. If there is another summer school vacancy for which the unit member is qualified, the unit member shall be given priority consideration in filling such vacancy. In the event a unit member is released in accordance with this paragraph, vacancies shall be filled in accordance with paragraph 5.
8. The Board retains the right to employ non-unit members when, in the judgment of the immediate supervisor, applicant unit members do not meet the criteria in paragraph 5.

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36

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**ARTICLE 14**

**SUPPORT OF AGREEMENT**

This District and the Association agree that both parties will support this Agreement for its term.

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37

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**ARTICLE 15**

**TEACHER ORIENTATION**

The Board shall allow the Association to hold a two-hour Association meeting during the normal workday during teacher orientation week on a day other than a staff development buy back day. The parties recognize that, due to the varying nature of the school calendars, this Association meeting may not be held on the same day at each site. The time of this meeting shall be arranged between the TAWC president and the Superintendent, and shall incorporate the breakfast or lunch period into the Association meeting.

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38

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**ARTICLE 16**

**TEACHER SAFETY AND WELFARE**

1. Insofar as practicable the Board shall make available in each school adequate restroom and lavatory facilities exclusively for staff use, and at least one room which shall be reserved for use as a staff lounge. When the above facilities are found to be inadequate, the site unit members shall meet with the immediate supervisor in an attempt to resolve the problem. Staff as used in this article is defined to mean any paid employee of the District or any volunteer serving at the school site.
2. Telephone facilities shall be made available to the unit members for their personal use as determined by the immediate supervisor or designee. Such use shall be contingent upon arrangements for reimbursement to the District by the unit member for any charges.
3. The District shall provide a procedure for reporting alleged unsafe and unhealthful conditions. The District will promptly investigate such reports and take reasonably appropriate and timely action to correct those

conditions found to be unsafe or unhealthy, which may include calling a minimum day.

4. A unit member shall not be required to perform duties under conditions which pose an immediate threat of bodily harm to the unit member provided that the unit member has exhausted reasonable means to remedy the condition.

In the exercise of the foregoing rights the unit member shall not neglect the responsibility to provide for the safety of the students.

5. The rights and duties of unit members in the use of reasonable force, student suspensions, child abuse, and assaults on teachers shall be made available in writing to each unit member within the first school month.

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39

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**ARTICLE 16**

**TEACHER SAFETY AND WELFARE (continued)**

6. When in the judgment of a unit member, a student requires the attention of the principal or designee, the unit member shall so inform the principal or designee. The principal or designee shall arrange as soon as practicable for a conference with the unit member to discuss the problem and to decide on appropriate steps for its resolution.

7. When, in the judgment of the Superintendent or his/her designee, excess temperatures affect the behavior/health of teachers/students, he/she shall declare a minimum day. This minimum day shall be declared on the day before the early release day.

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40

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**ARTICLE 17**

**TRANSFERS AND REASSIGNMENTS**

I. Transfers

A transfer refers to any action which results in the movement of a unit member from one school to another. A transfer may be unit member initiated (voluntary) or employer initiated (involuntary). Transfers shall be based on the following priorities:

- A. Surplus unit members (resulting from declining enrollment, closing a school, reduction of program, or District reorganization);
- B. Unit members returning from leave;
- C. Unit member initiated transfer; or
- D. Employer initiated transfer.

1. Notice of Vacancies

No later than March 15, of each school year, or the first workday following, the Personnel Office shall disseminate to all school buildings for posting, a list of the known vacancies which will occur during the following school year. Lists shall include the

position description, location, grade level, subject matter, assignment, and credential required. If no vacancies exist, such notice shall so state. A supplemental vacancy list shall be disseminated and posted at two-week intervals. Vacancy lists shall remain posted at each school site and Personnel Office for a minimum of ten (10) working days. A copy of such lists shall be mailed concurrently to the Association. Additional copies of vacancy announcements shall be sent to the high school and middle school.

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41

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**ARTICLE 17**

**TRANSFERS AND REASSIGNMENTS (continued)**

2. Unit Member Initiated Transfer (Voluntary)

A unit member may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. Transfer requests for the next school year will be accepted between April 1, and May 31. No transfer requests for the next school year will be accepted after May 31. The request shall be made on a "Request for Transfer Form" and sent to the Personnel Services office.

- a. A unit member's request for transfer shall bear the signature of that unit member's present administrator. Such signature is an acknowledgment only that the administrator has been informed of the unit member's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the administrator nor may the acknowledgment be withheld by the administrator.
- b. The filing of a request for transfer is without prejudice to the unit member. A request for transfer

may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

- c. The Personnel Services Division shall give the affected unit member and appropriate administrator(s) official written notification of transfers approved.

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42

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**ARTICLE 17**

**TRANSFERS AND REASSIGNMENTS (continued)**

- d. All requests for voluntary transfers shall be considered in order on the priority basis:
1. Required certification;
  2. Selection by the Principal consistent with the job description in conformance with the provisions of this Article which may include:
    - a) Instructional strategies and methodologies appropriate to the position
    - b) Classroom management skills
    - c) Compliance with site specific requirements
    - d) Content preparation appropriate to assignment
  3. The length of the service rendered to the District by the unit member (seniority);
- e. When a voluntary transfer would result in the lay-off of another unit member such transfer shall be denied.
- f. A unit member shall not be overtly or indirectly pressured by the employer to seek a voluntary transfer.

- g. If a voluntary transfer request is denied, the unit member shall be provided, upon request, with the specific reasons in writing, within a reasonable time after the appointment by the employer. No request shall be denied in a manner which is arbitrary, capricious or discriminatory.

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43

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**ARTICLE 17**

**TRANSFERS AND REASSIGNMENTS**

3. Employer Initiated Transfers (Involuntary)
- Involuntary transfers shall be made only for reasonable cause and shall not be punitive or disciplinary in nature. Such transfers shall be based exclusively on legitimate educationally related needs of the District, including school closure and program reduction. Involuntary transfers shall be considered on priority basis of the following:
- a. Required certification;
  - b. The preference of the unit member;
  - c. The length of the service rendered to the District by the unit member (seniority);
  - d. Necessary qualifications the unit member can bring to the new assignment.

Upon administrative transfer/involuntary transfer during the school year, the bargaining unit member shall have access to a maximum of three (3) days (released time) to accomplish the move.

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44

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**ARTICLE 17**

**TRANSFERS AND REASSIGNMENTS (continued)**

II. Reassignment

A reassignment is any action which results in the movement of a unit member from one assignment to another assignment within a school.

Reassignments shall be made only for reasonable cause and shall not be punitive or disciplinary in nature. Such reassignment shall be based exclusively on legitimate educationally related needs of the District.

Reassignments shall be based upon:

- a. Required certification authorization;
- b. The preference of the unit member;
- c. The length of the service rendered to the District by the unit member;
- d. Necessary qualifications the unit member can bring to the new assignment.

A unit member may request a conference regarding reasons for the reassignment. The unit member may request reasonable district assistance in moving the unit member's teaching materials to the new location.

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45

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**ARTICLE 18**

**ASSOCIATION RIGHTS**

- A. The Association shall be entitled to use the official bulletin boards, and other means of communication to employees, subject to the following conditions:
1. Within each school or building there shall be designated one or more sections of bulletin boards as staff bulletin boards. Communications to employees shall be posted only on these bulletin boards.
  2. Mailboxes as a means of distributing information are primarily for use as a means of communication for matters pertaining to the functioning of the district and the school. The Association is permitted their use for distribution of materials as long as that use does not interfere with the normal functioning of the school or department. The Association may not use district materials for Association business.
  3. Administrators in charge of these bulletin boards and mailboxes are designated as the superintendent's representatives.
  4. Communications to be posted on staff bulletin boards or placed in employee mailboxes shall include the name of the organization sending the communication, the date of posting or distribution, and the designated authorization by the association president or executive director.
  5. Faculty representatives or other officers shall be permitted to

write, post, and distribute association material only at their sites.

Such material must clearly designate the name of the organization, the date of posting or distribution, and the name of the representative.

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46

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**ARTICLE 18**

**ASSOCIATION RIGHTS (continued)**

6. Faculty or other staff meeting time shall not be taken for association business, but short announcements may be made upon prior notification to the principal or division head. Association meetings shall be held separately from staff meetings.
7. The Association and its employees may request use of school buildings, facilities and equipment. Requests shall be made through established district procedures. The use of special facilities (gymnasium, kitchen, etc.); which may require the services of additional personnel or the sponsoring of events at which an admission charge is made, will be subject to a charge covering the cost.
8. Official representatives of the Association shall report to the school or department office before visiting an employee on the premises of the school or district building. Association business, discussions, and activities will be conducted by employees or association officials outside established work hours. Representatives of the Association shall not contact employees during the normal work day with the exception that the Association president, executive director, or official designees of the president who are on a released day (Association Leave) may contact employees during the work day at a time other than during student contact or when the employee has other responsibilities.

- B. The Board shall provide the Association with fifteen (15) days of release time each school year for use by designated representatives for conferences, workshops or other association business. A maximum of twenty (20) additional days may be utilized by the Association, provided the substitute costs are paid by the Association.

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47

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**ARTICLE 18**

**ASSOCIATION RIGHTS (continued)**

- C. An employee shall be entitled to representation by the Association in matters which may affect his/her continued employment with the District, at times when disciplinary action is contemplated, at interviews or meeting with their supervisor to discuss significant matters reasonably relating to their employment status, or when reviewing his/her personnel file.

The immediate supervisor shall notify an employee of the subject matter of a requested conference.

On matters of concern other than those listed above, the employee may request a meeting with his/her supervisor and may be accompanied by a representative if he/she so desires. Reasonable meeting requests will be granted. The employee shall notify his/her supervisor of the subject matter of a requested conference.

- D. The District shall post or make readily available a copy of the board agenda at each building. In addition, the Association shall receive three (3) copies of board agenda material.

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48

WCUSD \_\_\_\_\_

**ARTICLE 19**

**PEER ASSISTANCE AND REVIEW**

INTRODUCTION

The Teachers' Association of West Covina and the West Covina Unified School District endeavor to provide a high quality of education for the students of the District. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

19.1 JOINT COMMITTEE

19.1.1 COMPOSITION

The Committee shall consist of 7 members.

Three of the members shall be administrators appointed by the Superintendent of the District.

Four of the members shall be teachers selected by secret ballot elections conducted by the Association. The composition of the teacher members shall be as follows: (K-2), (3-5), (6-8) (9-12) Qualifications for teacher representatives shall be the same as those for Consulting Teachers.

19.1.2 TERMS

For the first year of the program, the Joint Committee members shall serve a two or three year term. Thereafter, the term for members shall be three years.

The Association will develop a secret ballot for the election of the elementary and secondary committee members.

The elementary unit members will elect the elementary members; the secondary unit members will elect the secondary members.

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49

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**ARTICLE 19**

**PEER ASSISTANCE AND REVIEW (continued)**

19.1.3 DUTIES AND RESPONSIBILITIES

The Joint Committee shall:

- Administer the PAR program as outlined in the legislation
- Establish meeting schedule
- Establish guidelines for operation of the Committee and clerical support as needed
- Select and assign consulting teacher to participating teachers
- Approve initial and on-going training for the Joint Committee and Consulting Teachers
- Develop program budget subject to Governing Board approval
- Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and receive reports
- Evaluate Consulting Teachers and their documentation
- Evaluate annually the impact of the District's Peer Assistance and Review program in order to improve the program
- Assign a panel member to serve as a liaison to the Tri-District BTSA Consortium
- Make recommendations to the Governing Board of the District concerning Referred Teachers, including progress toward demonstration of satisfactory improvement
- Review the support provided the Referred Teacher to determine

that he/she has received "sustained" assistance prior to making recommendations to the Governing Board.

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50

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## ARTICLE 19

### PEER ASSISTANCE AND REVIEW (continuing)

The duties of the Joint Committee shall be conducted during the regular work day. Often the work of the Joint Committee will exceed the regular work day and/or work year. Therefore, each Bargaining Unit Member of the Joint Committee shall receive an annual stipend of \$1,000.

- Release time for Joint Committee shall be determined as necessary.

#### 19.2 PARTICIPATING TEACHERS

A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers

##### 19.2.1 Beginning Teachers (BT) Participants:

The purpose of BT participation in the PAR program is to support the BT in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession.

- Fully credentialed 1<sup>st</sup> or 2<sup>nd</sup> year teachers
- Intern Teachers

- Teachers with Emergency Permits
- Experienced teachers who are new to the District

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51

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**ARTICLE 19**

**PEER ASSISTANCE AND REVIEW (continuing)**

19.2.2 Referred Participating Teachers (RPT) Participants:

The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation.

19.2.2.1 An unsatisfactory final evaluation for the purpose of referral to PAR shall be defined as:

Receipt of an unsatisfactory evaluation in three (3) or more California Standards for the Teaching Profession including Standard II, Instructional Techniques and Strategies and Standard III, Adherence to Curricular Objectives, as identified on the District's Summative Evaluation Performance Appraisal For Teachers. (Article XXII, Section 10).

19.2.2.2 This article shall not expand or diminish the unit member's ability to grieve the evaluation process.

19.2.3 Volunteer Teacher Participants (VT):

The purpose of voluntary participation in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Joint Committee to assign a CT to provide peer assistance. The VT shall indicate area(s) in

which he/she seeks assistance in his/her request. It is understood that the purpose of such participation is to provide peer assistance and that the CT shall play no role in the evaluation of the teaching performance of a VT.

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52

WCUSD \_\_\_\_\_

## ARTICLE 19

### PEER ASSISTANCE AND REVIEW (continuing)

The VT may terminate his/her participation in the program at any time without a requirement to give reason. All communication between the CT and a VT shall be confidential, and without the written consent of the VT, shall not be shared with anyone.

#### 19.3 CONSULTING TEACHER

A Consulting Teaching shall be a permanent certificated unit member who provides assistance to Participating Teachers enrolled in the PAR program.

##### 19.3.1 DUTIES AND RESPONSIBILITIES

- Set and discuss performance goals with the PT
- Assist in developing an individual performance plan
- Conduct multiple observations of the PT during periods of classroom instruction
- Assist the PT by demonstrating, observing, coaching, conferencing, referring, developing and conducting staff development activities or by any other activities, which in their professional judgment, will assist the PT
- Meet and consult with the evaluating administrator who referred the PT
- Demonstrate good teaching strategies and practices to the PT
- Use school district resources to assist the PT
- Monitor the progress of the RT and maintain written log of activities

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53  
ARTICLE 19

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PEER ASSISTANCE AND REVIEW (continuing)

19.3.2 QUALIFICATIONS

- Have a clear California Teaching Credential
- Have successfully taught five years, three of which have been in the School District
- Demonstrate exemplary teaching ability
- Demonstrate talent in written and oral communications
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques

19.3.3 SELECTION PROCESS

A notice of vacancy shall be posted at all sites and the District Office.

CT candidates shall submit an application form and three (3) references from individuals who have direct knowledge of their abilities. At least one letter must be from a supervisor who has working knowledge of the candidate's ability.

CT's shall be selected by a consensus vote of the Joint Committee after a minimum of two (2) representatives of the Joint Committee have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation.

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54

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**ARTICLE 19**

**PEER ASSISTANCE AND REVIEW (continued)**

19.3.4 TERM

The term of the CT shall routinely be three (3) years in length with annual performance reviews. If the performance of the CT is found to be unsatisfactory at the annual performance review by the Joint Committee, it may remove the CT from this role at that time.

19.3.5 CONDITIONS AND COMPENSATION

The CT shall have the right to present reasons in writing why their specific PT should be reassigned to another CT and have those reasons considered.

The CT shall be paid a stipend of \$5,000, in addition to his/her annual salary.

The CT shall be provided release time as needed.

The CT's case load shall be determined by the Joint Committee.

19.4 PROGRAM OPERATIONS

19.4.1 CONFIDENTIALITY

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential. The final report may be used by the District in any employment action based upon instructional performance.

19.4.2 DUTY TO INDEMNIFY

The District shall hold harmless the members of the Joint Committee and the CT for any liability arising out of their participation in this program.

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55

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**ARTICLE 19**

**PEER ASSISTANCE AND REVIEW (continued)**

19.4.3 FUNDING

Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this program shall terminate for any reason there exists an inability for full funding thereof through AB1X (1999, Villaraigosa), BTSA, or successor legislation.

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56

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**ARTICLE 20**

**GRIEVANCE PROCEDURE**

Definitions

"Agreement" refers to contract between the District and TAWC.

A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

The "grievant" is the person or persons making the claim. A "Party of Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

A "day" is any day in which a unit member is required to render service to the District.

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to situations which may arise alleging violations, differing interpretations, or misapplication of specific terms of the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

TAWC \_\_\_\_\_

57  
**ARTICLE 20**

WCUSD \_\_\_\_\_

**GRIEVANCE PROCEDURE (continued)**

Procedure

Step I - Oral

Before filing a formal written grievance the unit member shall informally discuss the alleged violation of the Agreement with his/her immediate supervisor (Principal or designee).

The grievant may be accompanied or be represented by a representative who shall be selected and authorized in writing by the grievant.

During the oral discussion it shall be the responsibility of the immediate supervisor to determine that it is his/her responsibility to deal with the grievance or inform the employee of the appropriate manager with whom the grievance should be filed.

Failure to request an oral conference within ten (10) days after the alleged act or omission giving rise to the grievance, shall close the matter.

Step II - Formal

If a grievance is not closed or resolved at Step I, it may be appealed to Step II of this procedure.

TAWC \_\_\_\_\_

58

WCUSD \_\_\_\_\_

**ARTICLE 20**

**GRIEVANCE PROCEDURE (continued)**

If appealed, a grievance shall be presented in writing to the grievant's immediate supervisor using the District provided grievance form, within five (5) days after receiving the response at Step I, or it will be considered closed. The immediate supervisor shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written response to the grievance, including the reasons for the response, to the grievant and/or his/her designated representative within ten (10) days of such meeting.

If the grievant is not satisfied with the response to the grievance, the grievance may be appealed to Step III, using the District provided form, with a copy provided to the Association President.

**Step III**

If a grievance is not closed or resolved at Step II, it may be appealed to Step III of this procedure.

If appealed a grievance shall be presented in writing within five (5) days or considered closed.

The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance appeal to Step III and shall provide a written response to the grievance, including the reasons for the response to the grievant and/or his/her designated representative within ten (10) days of such meeting.

If the grievant is not satisfied with the response to the grievance, the grievant may request the Association to submit the grievance to arbitration.

TAWC\_\_\_\_\_

59

WCUSD\_\_\_\_\_

**ARTICLE 20**

**GRIEVANCE PROCEDURE (continued)**

Step IV - Arbitration

If the Association elects to proceed to arbitration, it shall notify the District in writing within ten (10) days after receiving the response to Step III, or it will be considered closed.

Within ten (10) days of such notification of arbitration, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the District and Association shall file a Request for Arbitrators to the American Arbitration Association for the names of five (5) arbitrators. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association

The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative or goes beyond the specific terms of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement as he/she judges to be proper, but only to the extent the alleged grievance is about denied or lost pay and then limited to actual dollars denied or lost. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. Any question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

TAWC\_\_\_\_\_

60

WCUSD\_\_\_\_\_

**ARTICLE 20**

**GRIEVANCE PROCEDURE (continued)**

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by Board and the Association. All other costs will be borne by the party incurring them.

**Time Limits**

Time limits provided for at each level shall begin the day following receipt of the grievance, appeal, or response.

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

**Rights of Representation**

A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association representative.

**GRIEVANCE PROCEDURE (continued)**

Non Discrimination

Discrimination of any kind will not be taken by the District, any member or representative of the administration, the Board or TAWC against any grievant, any party of interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Miscellaneous

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings beyond Step I. The District shall not agree to a resolution of the grievance and the proposed resolution until the Association has been given the opportunity to file a response.

WEST COVINA UNIFIED SCHOOL DISTRICT  
Grievance Report Form

Grievance # \_\_\_\_\_ School/Site: \_\_\_\_\_  
GRIEVANCE REPORT

STEP I

Oral - Informal

Informal Conference Held: Yes  Date \_\_\_\_\_  
No

GRIEVANCE REPORT

STEP II

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Specific Section of Agreement alleged to be violated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Response by Site  
Manager \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or  
Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

(If additional space is needed in reporting Sections B.2, and B.3, above, attach an additional sheet.)

TAWC \_\_\_\_\_

WCUSD \_\_\_\_\_

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STEP III

- A. Date Received by Superintendent or Designee \_\_\_\_\_  
B. Response of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

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STEP IV

- A. Date Arbitration Requested \_\_\_\_\_  
B. Date Submitted to Arbitration \_\_\_\_\_  
C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

TEACHER AND COUNSELOR EVALUATION

1. It is understood and agreed by both parties that their primary objective is

to maintain and/or improve the quality of education in the District. The immediate supervisor has the responsibility to make recommendations for improvement and will assist the unit member in this improvement. All permanent unit members shall be evaluated at least every two years and all probationary/temporary unit members at least annually.

When any permanent unit member has received an unsatisfactory evaluation, as determined by the evaluator, the evaluator shall annually evaluate the employee until the employee receives a satisfactory evaluation or is separated from the District. Any evaluation performed pursuant to this article which contains an unsatisfactory rating of a unit member's performance in the area of teaching methods, instruction or interaction with pupils may include the requirement that the unit member shall, as determined by the evaluator, participate in a program designed to improve appropriate areas of the unit member's performance.

2. Prior to November 15th of each school year, each unit member and immediate supervisor shall formulate the individual objectives for which the unit member will be responsible. The evaluator shall make efforts to acquaint unit members with District philosophy and goals, job descriptions, and District evaluation procedures. A minimum of two classroom observations shall be made by the evaluator, one prior to November 15<sup>th</sup> conference and one prior to December 15<sup>th</sup> for each probationary unit member.

TEACHER AND COUNSELOR EVALUATION (continued)

3. The evaluation of unit members shall be based only upon objectives mutually

agreed to by the immediate supervisor and unit member and shall include evaluation of the unit member's performance of non-instructional duties.

The unit member will develop objectives which shall be presented to the evaluator. A conference will be held between the evaluatee and the evaluator where changes may be made. If the changes are not mutually agreeable, the evaluator's objectives shall be listed on the evaluation form in an area so identified. The unit member is expected to meet objectives listed by the evaluator. If there is still lack of agreement, the unit member may request in writing that the Superintendent or designee review the objectives and make a final decision. The written statement of objectives shall include what is to be achieved and what information will be used to determine achievement. Such information shall be clearly relevant to the specific objectives.

Unit members must be informed when a direct observation is to be utilized in the evaluation process. These observations shall be followed, within a reasonable time, by a conference between the evaluatee and the evaluator. During these conferences commendations and recommendations shall be presented to the unit member by the evaluator. These recommendations and commendations shall be in writing, dated and signed by the evaluatee and the evaluator. The evaluatee may append written comments.

TAWC \_\_\_\_\_

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WCUSD \_\_\_\_\_

**ARTICLE 21**

**TEACHER AND COUNSELOR EVALUATION (continued)**

All probationary unit members, and those permanent unit members scheduled for evaluation, shall receive a written copy of their evaluation no later

than 30 days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place.

- A. The evaluation shall include the time period since the last formal evaluation.
- B. It shall cover all of the employee's objectives.
- C. It shall include a determination of the extent of success the employee had in reaching the established objectives.
- D. The written copy shall clearly indicate the specific source of any information utilized in the evaluation. The evaluation shall include specific written recommendations as to areas of needed improvement, if any, in the employee's performance and include a program for implementing improvement. The evaluatee shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluatee's personnel file. Before May 15th a meeting shall be held between the evaluatee and the evaluator to discuss and sign the evaluation; a copy will be given to the evaluatee and an additional copy placed in the employee's personnel file.

**TEACHER AND COUNSELOR EVALUATION (continued)**

4. An evaluation of a unit member shall consist of the following procedure:
  - A. Collection and compilation of relevant and accurate information

about the attainment of the specific objectives of the unit member as specified at the time the objectives were formulated.

- B. Interpretation and summation of the meaning of the information collected.
- C. Comparison of the interpretation with the specific objectives.
- D. Formulation of a decision as to what degree the objectives have been achieved.
- E. Consideration of all factors that have affected the degree to which the objectives have been achieved.
- F. Decision as to the quality of the unit member's performance in the accomplishment of the objective.
- G. Communication of an appropriate response which shall include commendations and recommendations for improvement.

5. The immediate supervisor of each unit member shall be responsible for the unit member's evaluation and the quality of that evaluation.

6. Present evaluation forms shall be changed only upon mutual agreement.

7. When requested by either party, added individualized objectives may be included in the evaluation criteria when mutually agreed upon by the evaluator and the evaluatee.

TAWC \_\_\_\_\_

WCUSD \_\_\_\_\_

**ARTICLE 21**

**TEACHER AND COUNSELOR EVALUATION (continued)**

8. The Board will take reasonable steps to provide inservice training for those evaluators involved in evaluation procedures. Unit members may be called upon to participate in evaluation and formulation of these inservice

programs.

9. Unit members have the right to inspect all materials in their on-site personnel file provided such request is made at a time when the current evaluator is present and such inspection is made during regular business hours and at a time when the unit member is not actually required to render services to the district.
  
10. Counselor evaluations will be conducted using the negotiated form for counselors and the dates contained in this Article for teacher evaluation.

- 11/15 Evaluation Packet (Goals & Objectives) completed by evaluator and evaluatee (Cert./Class). Completion of one formal observation (Cert.)
  
- 12/15 Completion of a second formal observation (Cert.-Probationary).  
December Support Meeting – Principal, Superintendent, and Asst. Superintendent, Personnel Services, to review status and documentation of all evaluatees.
  
- 2/21 Notify Personnel Services office of staff identified for non-reelection (Cert.)
  
- 3/1 Completion of second formal observation (Cert.-Permanent).
  
- 3/14 Evaluator to conference with any evaluatee identified for non-reelection and present official notification on non-reelection (Cert.).
  
- 4/15-5/15 Final conference with evaluatee to summarize the degree to which stated objectives have been met (Cert.).
  
- 5/30 Classified evaluation completed and sent to Personnel Services

WEST COVINA UNIFIED SCHOOL DISTRICT  
Summative Evaluation  
Performance Appraisal for Teachers  
Year: 20\_\_ - 20\_\_

Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

Credentials Held: \_\_\_\_\_

Years of Service in District: \_\_\_\_\_ In Education: \_\_\_\_\_

Status: Permanent \_\_\_\_\_ Probationary \_\_\_\_\_ Temporary \_\_\_\_\_

Evaluator: \_\_\_\_\_

Observation Date(s): \_\_\_\_\_ Observation Times(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Date(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rating Key:

- 1 – Satisfactory
- 2 – Needs Improvement
- 3 – Unsatisfactory

-1-

Distribution: Evaluator: White Personnel: Yellow Evaluatee: Pink

<p><b>I. Progress of Students Toward Standards of Expected Achievement</b> Evaluates students' progress toward District expectancies and/or individual learning plans.</p>
<p>Rating</p>
<p>Objective:</p>
<p>Administrative Comments:</p>
<p><b>II. Instructional Techniques and Strategies</b> Utilizes varied techniques and strategies for the subject matter taught.</p>
<p>Rating</p>
<p>Objective:</p>
<p>Administrative Comments:</p>
<p><b>III. Adherence to Curricular Objectives</b> Demonstrates knowledge of the curriculum and subject matter taught.</p>
<p>Rating</p>
<p>Objective:</p>
<p>Administrative Comments:</p>
<p><b>IV. Establishment and Maintenance of a Suitable Learning Environment</b> Maintains standards and procedures which provide an environment conducive to learning.</p>
<p>Rating</p>
<p>Objective:</p>
<p>Administrative Comments:</p>

<p><b>V. Professional Responsibility</b></p>
--

Demonstrates professional responsibilities
Rating
Objective:
Administrative Comments:

<p><b>OVERALL EVALUATION (Check Appropriate Section)</b></p> <p><input type="checkbox"/> Meets Standard Performance – Received a rating of “1” in three or more areas. (Comments <u>required</u>)          Commendations:</p> <p><input type="checkbox"/> Below Standard Performance – Received a rating of “2” in three or more areas. (Comments <u>required</u>)</p> <p><input type="checkbox"/> Unsatisfactory Performance – Received a rating of “3” in three or more areas. (Comments <u>required</u>)</p> <p><input type="checkbox"/> Referred to PAR Program</p> <p>Recommendation/Focus Area(s):</p> <p>Continued Services:    <input type="checkbox"/> Recommended                      <input type="checkbox"/> Not Recommended</p> <p>                                 <input type="checkbox"/> Recommended with areas of development noted.</p> <hr/> <p>Evaluator’s Signature _____ Date _____</p>
---

**EVALUATEE’S COMMENTS: (Optional)**

I acknowledge that I have discussed this evaluation report with my evaluator, and that I have received a copy. My signature does not necessarily signify concurrence. Any disagreements may be made in writing, attached, and become part of this report.

Initial if additional comments are attached.

\_\_\_\_\_  
 Evaluatee’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Distribution:    Evaluator: White                      Personnel: Yellow                      Evaluatee: Pink

## WEST COVINA UNIFIED SCHOOL DISTRICT Counselors Certificated Evaluation

Evaluatee's Name -

School Year -

School or Office -

Assignment -

### Explanation of Rating Symbols

<b>O</b>	<b>OUTSTANDING</b>	Exceeds expectations of the West Covina Unified School District.
<b>S</b>	<b>SATISFACTORY</b>	Meets expectations of the West Covina Unified School District.
<b>N</b>	<b>NEEDS IMPROVEMENT</b>	Does not yet meet the expectations of the West Covina Unified School District, but appears to have potential for improvement.
<b>U</b>	<b>UNSATISFACTORY</b>	Performance is not of the quality acceptable for reemployment in the West Covina Unified School District.

### STAFF AND PUPIL RELATIONSHIPS

- \_\_\_\_\_ **Understanding of needs, difficulties, and constraints**
- \_\_\_\_\_ **Seeks to understand situations prior to passing judgment**
- \_\_\_\_\_ **Respects confidences of situations**
- \_\_\_\_\_ **Ability to keep personal feelings from interrupting and damaging professional relationships**
- \_\_\_\_\_ **Showing of respect for the personal worth of each pupil**
- \_\_\_\_\_ **Understands pupil behavior before making evaluative judgments**
- \_\_\_\_\_ **Ability to work with pupils**

### PERSONAL CHARACTERISTICS

- \_\_\_\_\_ **Verbal communication skills**
- \_\_\_\_\_ **Written communication skills**
- \_\_\_\_\_ **Demonstration of acceptable manners and ethical standards**
- \_\_\_\_\_ **Accepts commendation and suggestions for improvement**
- \_\_\_\_\_ **Showing of mature control in handling emergencies**
- \_\_\_\_\_ **Acceptance and respect of parents and students**

### EVIDENCE OF SOUND PROFESSIONAL ATTITUDE

- \_\_\_\_\_ **Efforts to improve in his/her methods and techniques**
- \_\_\_\_\_ **Utilization of opportunities to improve performance**
- \_\_\_\_\_ **Interest and enthusiasm about his/her work**
- \_\_\_\_\_ **Seeks assistance when necessary**
- \_\_\_\_\_ **Loyalty and respect for the ethics of the profession**

### INTERPERSONAL PRACTICES

- \_\_\_\_\_ **Organization of the counseling process in an effective manner**
- \_\_\_\_\_ **Efficiency in handling office matters (record keeping, reports, appointments, calendar, etc.)**
- \_\_\_\_\_ **Development of effective community contacts**
- \_\_\_\_\_ **Taking an active part in constructive community projects**
- \_\_\_\_\_ **Positive interpretation of the objective of the school system to the community and staff**

**PERFORMANCE OF REQUIRED SERVICES OTHER THAN REGULAR ASSIGNMENT**

- \_\_\_\_\_ **Ability to interpret and communicate the school program to parents**
- \_\_\_\_\_ **Ability to interpret and communicate the district curriculum to parents**
- \_\_\_\_\_ **Representation of the school in professional and community groups**
- \_\_\_\_\_ **Ability to perform other duties as assigned**

**COMMENDATIONS:**

**RECOMMENDATIONS:**

**COMMENTS:**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date Signed

This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings. A copy of this "Final Evaluation" will be placed in my personnel file.

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date Signed

You have the opportunity to review and comment thereon in accordance with Education Code Section 44031, if you so desire. Ten (10) Days from the date of this "Final Evaluation" this document and your written response, if any, will be placed in your personnel file.

**ARTICLE 22**

**RETIREES**

The District shall contribute to the health and welfare benefit premiums for the retiree who elects retirement between ages 55 and 65 after serving 10 years or longer with the District. \$1,767 shall be contributed for full-time employees who retire, and a prorated amount shall be contributed to part-time employees who retire.

ARTICLE 23

HEALTH AND DENTAL BENEFITS

The District shall contribute to District designated insurance programs up to a maximum of \$7,400 annually, commencing July 1, 2005.

Programs

a)	Health -	\$5,878.72
b)	Dental -	\$1,248.19
c)	Vision -	\$243.90
d)	Life Insurance	\$29.19

Unit members selecting coverages in excess of the District contribution shall authorize payroll deductions for any premium costs in excess of the District's annual contribution as a condition of receipt of the coverage.

Effective July 1, 1998, the District shall offer an "opt out" plan for health insurance benefits as follows:

- (1) A unit member eligible for District medical insurance must provide satisfactory evidence of current enrollment in another medical insurance plan of similar scope, through coverage of a spouse, other relative, or other employment. Unit members may not opt of District health coverage unless they produce evidence of other medical insurance coverage.

**ARTICLE 23**

**HEALTH AND DENTAL BENEFITS (continued)**

- (2) Eligible unit members who produce satisfactory evidence of other insurance annually and who wish to opt out of the District's medical insurance coverage will receive one hundred and ten dollars (\$110.00) per month in addition to their regular pay for each of ten (10) months of service. Such amounts will show as additional compensation on the unit member's pay stub, and are fully taxable unless the employee elects to dedicate the amount to a cash option.
- (3) Part-time unit members eligible for prorated benefits may participate in the opt-out option at a percentage equal to their prorated eligibility.
- (4) Eligible unit members who wish to enroll or elect "opt out" may only do so during the annual open enrollment period (presently September).
- (5) The District shall establish an insurance committee to research and analyze coverage costs and options and recommend modifications to the negotiations teams that address the interests of employees, and conserve and make efficient use of fiscal resources. Each employee group that elects to participate may appoint up to three representatives. The committee shall meet quarterly, and more often, as needed.

**ARTICLE 24**

**WORK YEAR/CALENDARS**

All unit members covered by this Agreement, except Counselors, shall serve 184 teaching days, 2 days of staff development, and 2 days for teacher preparation/parent conferences for a total unit member work year of 188 work days. Counselors will work a 195 day work year. They will work an eight hour contractual work day.

The District and the Association agree that during the term of this agreement, they will maintain an annual teacher work calendar. They shall consult regarding the calendar and the beginning and ending dates, holidays, and non-teaching duty days for the final year of the calendar no later than February 1 of each year.

During the term of this agreement, both parties expressly waive and relinquish the right to meet and negotiate, except as provided for in this agreement, except by mutual consent of both parties, with respect to any provisions covered by this Agreement. However, the District and the Association recognize their mutual obligation to meet and negotiate on any legislation passed during the period of this agreement that affect the terms of the contract on any mandatory subject of bargaining.

Nothing in this Agreement is intended to deny to the Association or to the District rights and obligations which exist under the law.

Annual Re-openers

- 1) Article 23 "Health and Dental Benefits"
- 2) Appendix: Teacher Salary Schedule
- 3) One article specified by each party

ARTICLE 26

Either the District or the Association shall, by notice to the other party, consider a waiver of a specific portion of this agreement for a specific time. The notice of the request to the other party shall contain a list of the specific provisions of the agreement, the period for which they are proposed to be waived, or the proposed amendment, and the reason for the proposed waiver or amendment.

After notice to the other party, the party making the request will distribute copies of the proposed amendment or waiver to all affected unit members at the work site. If the proposed amendment or waiver is one which would have district wide effect, the party making the request shall distribute copies of the request to all affected unit members.

The amendment or waiver shall not become effective until ratified by both parties.

**ARTICLE 27**

**SALARY SCHEDULE PLACEMENT AND ADVANCEMENT**

Salary Schedules appear within the appendix of the contract.

A. General Rules

1. Administration of all salary schedules shall be uniformly applied.
2. Any errors made in salary placement shall be corrected as soon as reasonably possible after the information has been verified.

B. Initial Placement on Salary Schedules

1. K-12 teaching (while holding a valid teaching credential authorizing service in K-12) experience outside of the District including accredited private schools shall be based upon the following:
  - a. Experience credit shall be year for year (exclusive of day-to-day substitute service) up to a maximum of five (5) years.
  - b. For positions designated by the District as "hard to fill", effective in school year 2004-05, up to 6 years of credit for prior service.
  - c. The previous employer must provide written verification of prior experience.
  - d. Service of seventy-five percent (75%) of the regular school year shall constitute a full year of service credit in a position requiring certification.
  - e. All course work for initial placement shall be verified by official transcript.

Course work beyond the bachelor's degree which was not a part of a credential or degree program which the District determines does not have relevance to the initial assignment will not be given credit. Course work that does not meet these criteria may be counted by the District if it is part of a completed credential or degree program in a subject commonly taught at the school site. Other course work may be counted at a later time if the unit member's assignment is changed and the course work is relevant to the new assignment.

- f. All transcripts shall be received as soon as possible, but no later than 30 days (a day is a day which the District Office is open) from the date of signing the initial contract. The District may adjust and correct salary placement if the unit member does not provide timely verification of the units and experience relied on for initial placement.
2. Unit members who resign from the District and are rehired in contract status within 39 months shall be restored to the same salary placement they held at the time of resignation.
3. Prior experience in the private sector or in an academic setting shall be used to determine initial placement for counselors.

**ARTICLE 27**

**SALARY SCHEDULE PLACEMENT AND ADVANCEMENT (continued)**

C. Step Advancement

1. Step advancement shall occur on July 1 of each school year.
2. A year of service shall be defined as seventy-five percent (75%) of the regularly scheduled work year.
3. Qualification for step advancement shall be based on having served in a position requiring certification for seventy-five percent (75%) of a regular school year.
4. Part-time unit members whose assignment is less than five (5) days per week shall be advanced one step on the schedule at the beginning of the school year following completion of seventy-five percent (75%) of the annual workdays.

D. Column Advancement

1. Advancement to a higher salary column shall be effective on the unit member's first regular work day of the school year following completion of the requirements on or before the first day of the month the higher salary is to take effect. The unit member shall provide the District with an official transcript(s) as a condition of column advancement no later than October 1. Failure to do so shall result in the units not being applied until the following year.
2. Effective January 1, 2005, lower division course work shall not be credited for salary schedule column advancement unless approved in advance by the Assistant Superintendent, Personnel or designee, as having direct relevance to the unit member's work assignment. Failure to obtain advance approval may result in credit not being given.
3. Course work must have a grade of "C" or better or "pass" in a pass/fail class to be eligible for salary credits.
4. Upper division or graduate course work initiated on or after January 1, 2005 must be approved in advance by the Assistant Superintendent, Personnel or designee, as:  
(a) having direct relevance to the unit member's work assignment or subject matter area;  
(b) in a subject area which the District deems a shortage area;  
(c) in a credential or degree program for a future District assignment, or an advanced degree in education, or coursework in special education; or  
(d) Course work taken to meet a requirement imposed by the California Department of Education or the Commission on Teacher Credentialing.  
Course work that does not meet these criteria may be counted by the District if the unit member's assignment is changed and the course work is relevant to the new assignment. Failure to obtain advance approval may result in credit not being given.
5. Unit members may utilize verified attendance on or after September 1, 2004 at District sponsored professional development training or continuing education for column advancement, provided the training occurred while in unpaid status.
6. For the purpose of computing credit for District workshops completed on or after September 1, 2004, the following shall apply:

25 hours = 1 unit of credit

**ARTICLE 27**

**SALARY SCHEDULE PLACEMENT AND ADVANCEMENT (continued)**

Teachers will be compensated for replacement coverage, when no substitute is assigned to cover the class, under the following conditions:

- a. The regular teacher must be reported as absent for payroll purposes;
- b. A substitute teacher is authorized but not assigned for payroll purposes;
- c. The replacement service is for classroom instruction;
- d. Secondary teachers will be compensated the extra period pay rate on the Miscellaneous Pay Schedule for actual replacement service rendered covering classes during their conference period.
- e. Elementary teachers will receive a proportionate share of the day-to-day substitute rate (e.g., if four teachers provide the coverage, they will receive one-fourth of the daily substitute rate) for actual replacement service rendered.

Counselors shall receive an anniversary stipend of \$500.00 at 10 years, \$500 at 15 years, and \$500.00 at 20 years in counseling service. It is understood and agreed that this anniversary stipend shall expire as of June 30, 2008 in order to review the counselor's salary schedule in its entirety unless the parties negotiate and agree to continue this provision.

**ARTICLE 28****DUE PROCESS PROCEDURES FOR SERIOUS MISCONDUCT**

1. The Association and the District recognize the obligations of unit members to demonstrate professionalism in the course of their day-to-day duties.
2. It is also important to establish procedures for the administration of constructive and progressive discipline under this article and to provide unit members with due process.
3. This Article is separate and independent from, and does not affect the evaluation provisions of this Agreement, state law, statutory suspension, mandatory leaves, paid administrative leave, non reelection, notice of unsatisfactory performance and unprofessional conduct, or dismissal proceedings. Suspension under this Article shall not be regarded as a precondition for a statutory suspension or dismissal.
4. The unit member will be given timely notice when required to attend a meeting called by the District that may lead to discipline, and has the right to be represented by the Association in such meetings.
5. Action taken under this article shall be corrective and progressive, and reasonably related to the seriousness of the misconduct and the number and frequency of verifiable prior incidents of misconduct by the unit member.
6. Except as provided herein, prior to imposing suspension, the District will utilize the progressive corrective actions outlined in Steps 1-3 below. The Assistant Superintendent, Personnel Services, based upon the serious nature of the conduct may determine to skip step(s) regardless of the timing or occurrence of an earlier step. Such determination shall not be subject to the grievance procedure or to arbitration except as provided in section 11 of this Article.

**Step 1. Verbal Warning**

A verbal warning may be given to unit members for actions, omissions, or infractions that require remediation and shall state the administrator's expectation/resolution. The administrator may make a summary notation of the meeting.

**Step 2. Written Warning**

Written warnings will not be used unless the unit member has been verbally warned about a separate action, infraction or omission within the last eighteen (18) months of service exclusive of unassigned time. A unit member who is to receive a written warning shall be provided an opportunity for a personal conference to orally respond to the alleged infraction before a written warning may be issued. The written warning and any response by the unit member will not be placed in the unit member's personnel file at the time; however, in the event that a suspension is initiated, the member will be notified of the placement of such document in his/her personnel file.

**ARTICLE 28**

**DUE PROCESS PROCEDURES FOR SERIOUS MISCONDUCT (Continued)**

Step 3. Written Reprimand

Written reprimands will not be used unless the unit member has received a written warning about a separate action, infraction or omission within the last eighteen (18) months of service exclusive of unassigned time. A unit member who is to receive a written reprimand shall be provided an opportunity for a personal conference where facts related to such notice shall be presented. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. A signature does not imply agreement. The unit member has a right to attach a written response within ten (10) days of receipt of the written reprimand.

Step 4. Suspension

Suspension without pay will not be used unless the unit member has within the last eighteen (18) months of service been disciplined as provided in this Article.

No initial suspension without pay shall exceed ten (10) working days, and no second suspension within 18 months of service shall exceed twelve (12) working days.

7. Notice of Suspension

The Superintendent or designee shall give written notice to the unit member of the District's intent to suspend. This notification shall be served in person or by certified mail. A copy will be provided to the Association President with the consent of the unit member. If the unit member does not consent, the District shall notify the Association in writing that it has notified a member of suspension under this section.

The notice of recommendation for suspension will provide due process for the unit member as follows:

- A. A statement of the specific acts or omissions upon which the action is based;
- B. A statement of the cause(s) for which the suspension is recommended;
- C. Copies of any documentary evidence upon which the District relies in support of the suspension;
- D. Where applicable, the Education Code section, District policy, rule, regulation, or directive violated;
- E. The penalty proposed and the date(s) on which the suspension shall take place;
- F. A statement that informs the unit member of his or her rights to appeal the suspension under this Article;
- G. A statement of the unit member's right to submit a written response to the notice of suspension for inclusion in the personnel file within 10 days.

**ARTICLE 28****DUE PROCESS PROCEDURES FOR SERIOUS MISCONDUCT (Continued)**

8. The unit member shall have an opportunity to meet with the Assistant Superintendent, Personnel Services concerning the recommended suspension, and the right to be represented by the Association in such meeting and in all meetings of such subsequent steps of the process.
9. In the meeting, the unit member shall have an opportunity to provide his or her version of the events, and any reasons why he or she believes that this suspension should not be implemented.
10. Suspensions without pay of three days or less are appealable to the Superintendent within 10 days of receipt of the written notice. The Superintendent may uphold or reduce, but not increase the number of days. The Superintendent's decision shall be provided in writing, shall be final, and shall not be subject to the grievance procedure or section 11 of this Article.
11. For any suspension that would cause a unit member to be suspended for a cumulative total of 4 or more days within 18 months of service, the fourth and succeeding days of suspension shall not be implemented until the decision to suspend has become final. The proposed suspension shall become final by: (a) the failure of the Association (or the unit member if not represented by the Association) to file a written appeal to the Superintendent within 10 working days of the receipt of the written notice of suspension; (b) within 10 working days of a meeting of the employee, the Association, if requested by the employee, and the Superintendent to discuss the proposed suspension; or (c) by decision of an arbitrator to whom the proposed suspension was appealed.

Within five (5) working days of receipt of the Superintendent's final decision to suspend on a subsequent suspension within 18 months or a suspension of 4 or more days the Association (or the employee if not represented by the Association) must notify the District in writing if the matter is to be appealed to arbitration. If the suspension is appealed, the matter will be referred to an arbitrator for expedited arbitration. (Joe Gentile, Sarah Adler, Richard Calister or Chester Briscoe)

The Arbitrator shall conduct an evidentiary hearing to address the following issues:

- A. Is there a preponderance of evidence that the unit member engaged in serious misconduct?
- B. If so, what length of suspension beyond three days (not to exceed the recommended number of days) is appropriate?

The arbitrator's decision shall be final and binding.

12. Suspension under this Article shall not deprive the unit member of seniority, health and welfare benefits, or the right to reimburse the District for any payroll deduction from the member's paycheck, including, but not limited to, organization dues, credit union payments, charitable contributions, tax sheltered annuities, or insurance premiums.
13. Except as otherwise required by law, the parties will maintain as confidential all charges, evidence, and decisions that result from the application of this Article.

TAWC and WCUSD Tentative Agreement: 04/12/06  
TAWC Ratified: 05/12/06  
WCUSD Board Ratified: 05/23/06

TAWC \_\_\_\_\_

WCUSD \_\_\_\_\_

STUDENT CALENDAR 2006-07

Student Instruction Days

	FIRST WEEK	SECOND WEEK	THIRD WEEK	FOURTH WEEK	K-5	6-12	Contract
	Mon Tue Wed Thu Fri	Mon Tue Wed Thu Fri	Mon Tue Wed Thu Fri	Mon Tue Wed Thu Fri			
First School Month Aug. 28- Sept. 23	Aug. 1 I Sept. 30 31 1P	* S 4 5 6 7 8	11 12 13 14 15	18 19 20 21 22	14	14	3
Second School Month Sept. 25 - Oct. 20	25 26 27 28 29	Oct. 2 3 4 5 6	9 10 11 12 13	16 17 18 19 20	20	20	
Third School Month Oct. 23 - Nov. 17	23 24 25 26 27	Nov. 30 31 1 2 3	6 7 8 9 10	* K-5 13 14 15 16 17	18	19	1 (K-5)
Fourth School Month Nov. 20 - Dec. 15	* + 20 21 22 23 24	Dec. 27 28 29 30 1	4 5 6 7 8	11 12 13 14 15	18	18	
Fifth School Month Dec. 18 - Jan. 12	18 19 20 21 22	* + + + + 25 26 27 28 29	Jan. + + + + 1* 2 3 4 5	8 9 10 11 12	10	10	
Sixth School Month Jan. 15 - Feb. 9	* 15 16 17 18 19	6-12 22 23 24 25 26	Feb. 29 30 31 1 2	5 6 7 8 9	19	18	1 (6-12)
Seventh School Month Feb. 12 - Mar. 9	* 12 13 14 15 16	* 19 20 21 22 23	Mar. 26 27 28 1 2	5 6 7 8 9	18	18	
Eighth School Month Mar. 12 - Apr. 6	12 13 14 15 16	19 20 21 22 23	26 27 28 29 30	Apr. 2 3 4 5 6	20	20	
Ninth School Month Apr. 9 - May 4	+ + + + + 9 10 11 12 13	16 17 18 19 20	23 24 25 26 27	May 30 1 2 3 4	15	15	
Tenth School Month May 7 - June 1	7 8 9 10 11	14 15 16 17 18	21 22 23 24 25	* June 28 29 30 31 1	19	19	
Eleventh School Month June 4 - June 22	4 5 6 7 8	11 12 13 14 15	S 18 19 20		13	13	
<b>TOTALS</b>					184	184	4

Teacher Prep Days K-12  
Sept. 1, 2006  
Nov. 17, 2006 K-5 (Conf)  
Jan. 26, 2007 6-12 (Sem)

Student Calendar K-12  
Sept. 5, 2006 School Starts  
June 20, 2007 School Ends

Easter  
4/8/07

Teacher In-Service  
Aug. 30, 2006  
Aug. 31, 2006

Quarters  
1<sup>st</sup> Qtr Ends 11/3/06 (9)  
2<sup>nd</sup> Qtr Ends 1/26/07 (10)  
3<sup>rd</sup> Qtr Ends 4/6/07 (10)  
4<sup>th</sup> Qtr Ends 6/22/07 (10)

Legend  
\* Legal Holiday  
+ Local Holiday  
P Teacher Preparation Day  
I Teacher In-Service Day  
S Student Start/End

**Adopted: 05/23/06**

TAWC \_\_\_\_\_

WCUSD \_\_\_\_\_

**West Covina Unified School District  
2005-2006 Teachers' Salary Schedule**

Steps	Column I BA	Column II BA + 15 SEM. HRS	Column III* BA + 30 SEM. HRS	Column IV BA + 60 SEM. HRS or BA + 45 SEM. HRS Incl. MA	Column V BA + 60 SEM. HRS. Incl. MA
1	39,810	40,787	41,763	42,741	43,718
2	40,787	41,763	42,741	43,718	46,037
3	41,763	42,741	43,718	46,037	48,321
4	42,741	43,718	46,037	48,321	50,625
5	43,718	46,037	48,321	50,625	52,926
6	46,037	48,321	50,625	52,926	55,231
7	46,202	50,625	52,926	55,231	57,551
8	46,368	52,926	55,231	57,551	59,835
9	46,520	53,096	57,551	59,835	62,135
10	46,700	53,272	59,835	62,135	64,441
11	46,868	53,427	62,135	64,441	66,744
12	50,020	56,593	64,441	66,744	69,091
13					
14					
15			65,453	68,180	71,270
16					
17					
18			66,361	69,543	73,406
19					
20					
21			67,255	70,936	75,600
22					
23					
24			68,195	72,344	77,874

\*Only teachers who have completed a B.A. degree and possess a valid California preliminary credential or California clear credential shall be placed or advanced beyond Column III.

A maximum of five years full time teaching experience may be credited toward teaching placement.

**Adopted: 05/23/06**

**West Covina Unified School District  
2005-2006 Counselors' Salary Schedule**

Steps	Counselors' Salary Schedule
1	69,333
2	71,758
3	74,245
4	76,848
5	79,563

**ANNIVERSARY STIPENDS:**

- \$500 beginning with the 10<sup>th</sup> year of Counseling Service
- \$500 beginning with the 15<sup>th</sup> year of Counseling Service
- \$500 beginning with the 20<sup>th</sup> year of Counseling Service

**It is understood and agreed that the anniversary stipends at 10 years, 15 years, and 20 years in counseling service shall expire as of June 30, 2008 in order to review the counselors' salary schedule in its entirety unless the parties negotiate and agree to continue this provision.**

**Adopted: 05/23/06**

**WEST COVINA UNIFIED SCHOOL DISTRICT  
MISCELLANEOUS PAY SCHEDULE**

All stipends listed below are paid for extra duties assigned beyond the scope of the regular teaching assignment and paid on a monthly basis. **STRS CONTRIBUTION IS WITHHELD.**

Forensics Director	\$1,595
Drama Director	\$1,595
Band Director, Middle School	\$1,296
Band Director, High School	\$1,898
Choral Director, Middle School	\$866
Choral Director, High School	\$1,688

The stipends listed below are paid for added responsibilities assigned within the scope of the regular teaching assignment and are paid on a monthly basis. **STRS CONTRIBUTION IS WITHHELD.**

High School Department Chair \$2,546

Middle School Department Chair Base stipend of \$1,236 plus additional stipend for number of sections reporting to Chair as follows:

10 – 19 Sections -	\$371 stipend
20 – 29 Sections -	\$494 stipend
30 + Sections -	\$674 stipend

Teachers of Special Education \$1,563

Continuation HS Teacher \$1,120  
with Pupil Personnel Credential

Stipends for added responsibilities including but not limited to such activities as GATE Coordinator, Title I Coordinator – Stipend on an hourly pay basis as determined by teacher and school principal and approved in advance of implementation by Board of Education.

The stipends listed below are paid for added responsibilities assigned beyond the scope of the regular teaching assignment and are paid in lump sum upon completion of the assignment or end of semester.

**STRS CONTRIBUTION IS WITHHELD.**

	HIGH SCHOOL		MIDDLE SCHOOL
	Fall	Spring	
Drill Team	\$926	\$796	\$752
Pep Squad	\$926	\$796	\$752
Yearbook	\$767		\$478
Newspaper	\$767		\$478

The following hourly extra pay stipends are paid for added responsibilities assigned beyond the scope of the regular teaching assignment and are paid on an hourly time sheet each month. **STRS CONTRIBUTION IS WITHHELD.**

Summer School Teacher (Grades K-8 for 5 hours per day)	\$136.40 per day
Summer School Teacher (Grades 9-12 for 6 hours per day)	\$163.68 per day
Home Teacher	\$27.17 per hour
Extra Period Pay	\$25.54 per hour
Summer Curriculum Development Projects	\$25.54 per hour

Approved: 05/23/06  
Effective: 09/01/06

**WEST COVINA UNIFIED SCHOOL DISTRICT**

**All stipends listed below are paid for extra duties assigned beyond the scope of the regular teaching assignment and are paid in a lump sum upon completion of the assignment. STRS CONTRIBUTION IS WITHHELD.**

All CIF Southern Section sanctioned sports are listed below. The number and kinds of teams fielded and the number and kinds of coaching positions staffed shall be limited to the annual budget allocated to the high school and middle school. Annual budget allocations shall be determined through the regular budget process.

Varsity level coaches taking teams into CIF play-offs, extending the season, will receive a percentage relationship for each week of extended play.

**Coaching Assignment**

**GROUP I** - \$2,907

Head Varsity Football  
Athletic Director (Boys)

Athletic Director (Girls)

**GROUP II** - \$2,433

Head Varsity Basketball (Boys)  
Head Varsity Basketball (Girls)  
Head Varsity Track (Boys)  
Head Varsity Swimming (Boys)  
Head Varsity Swimming (Girls)

Head Varsity Baseball  
Head Varsity Track (Girls)  
Head Varsity Softball  
Assistant Varsity Football

**GROUP III** - \$2,144

Head JV Football

Head Frosh Football

**GROUP IV** - \$2,003

Head Varsity Cross Country (Boys)  
Head Varsity Cross Country (Girls)  
Head Varsity Soccer (Boys)  
Head Varsity Soccer (Girls)  
Head Varsity Tennis (Boys)

Head Varsity Tennis (Girls)  
Head Varsity Badminton  
Head Varsity Golf  
Head Varsity Volleyball  
Head Varsity Water Polo

**GROUP V** - \$1,864

Assistant Varsity Track (Boys)  
Assistant Varsity Track (Girls)  
Frosh/Soph Basketball (Boys)  
Frosh/Soph Basketball (Girls)  
Assistant Frosh Football  
Assistant JV Football  
Frosh/Soph Swimming (Boys)  
Frosh/Soph Swimming (Girls)  
Frosh/Soph Baseball  
Asst. Varsity Baseball  
Asst. Varsity Basketball (Boys)  
Asst. Varsity Basketball (Girls)  
Asst. Varsity Softball

JV Basketball (Boys)  
JV Basketball (Girls)  
JV Swimming (Girls)  
JV Wrestling  
JV Baseball  
JV Swimming (Boys)  
JV Softball  
JV Track (Boys)  
JV Track (Girls)  
JV Volleyball  
JV Soccer (Boys)  
JV Soccer (Girls)  
JV Water Polo

**GROUP VI** - \$1,582

JV Badminton  
JV Golf  
Frosh/Soph Volleyball  
Frosh/Soph Water Polo

JV Cross Country  
JV Tennis (Boys)  
JV Tennis (Girls)

**GROUP VII** - \$1,119

Middle School Coach

**WEST COVINA UNIFIED SCHOOL DISTRICT  
EMPLOYEE'S QUICK REFERENCE**

System Phone Number 9 6 2 -5 3 1 8

Help Desk Phone Number 9 3 9 -4 6 0 0 ext. 4 6 8 8

Write your PIN number here: \_\_\_\_\_

**TO ENTER AN ABSENCE:**

1. Call the System Phone Number, enter your PIN when prompted, then **PRESS 1** to *Enter an Absence*

2. **PRESS 1** for a ONE DAY absence for the CURRENT day, **OR**  
**PRESS 5** for a ONE DAY absence for the NEXT work day, **OR**  
**PRESS 7** to ENTER THE DATES AND TIMES.

3. IF YOU PRESSED 1 OR 5 to enter a one-day absence...

The System says your normal START and END times.

**PRESS 1** to use those times for the absence, THEN SKIP TO Step 4, **OR**

**PRESS 5** to manually enter the START and END times, then listen as the System reads your regular START time.

-If the absence STARTS at the time offered, PRESS the STAR KEY **OR**

-If the absence Starts at another time, enter 2 digits for hour and 2 digits for minute (*Example: Enter 8:05 as 0805*). If the System asks you to do so, **PRESS 3** if the time is A.M. or 7 if PM.

Repeat this procedure to enter the END time, THEN SKIP TO Step 4.

IF YOU PRESSED 7 to enter the all dates and times...

3a. Enter the *DATE THE ABSENCE STARTS*.

PRESS the STAR KEY to accept the date offered, **OR**

Enter 2 digits for the month and 2 digits for the date (*EXAMPLE: Enter March 4<sup>th</sup> as 0304*).

3b. Enter the *TIME THE ABSENCE STARTS*.

PRESS the STAR KEY to accept the time offered, **OR**

Enter 2 digits for the hour and 2 digits for the minute (*EXAMPLE: Enter 8:05 as 0805*). Then (only if the System asks you to do so)

**PRESS 3** if the time is A.M. or 7 if P.M.

3c. Repeat the procedures in 3a to enter the *DATE THE ABSENCE ENDS*, then the procedures in 3b to enter the *TIME THE ABSENCE ENDS*.

4. If you are calling in absence for SCHOOL BUSINESS. **PRESS 2**, otherwise **PRESS 3**. Enter the number which corresponds to the *REASON FOR ABSENCE* (see list on page 2), then PRESS the STAR KEY.

5. **PRESS 1** to *RECORD SPECIAL INSTRUCTIONS* that will be read when offering the job to Substitutes, OR  
**PRESS 5** to *BYPASS THIS STEP*

6. **PRESS 1** if a *SUBSTITUTE IS REQUIRED* for this absence, **OR**  
**PRESS 3** if *NO SUBSTITUTE IS REQUIRED*, then SKIP TO STEP 8,

7. **PRESS 1** to *REQUEST A PARTICULAR SUBSTITUTE*, **OR**  
**PRESS 3** to *BYPASS THIS STEP*

IF YOU *REQUEST A PARTICULAR SUBSTITUTE*, enter their Telephone Number (not their PIN) and PRESS the STAR KEY. When requested, confirm the Substitute, then:

--**PRESS 1** if, *NO PRIOR ARRANGEMENT HAS BEEN MADE WITH THE SUBSTITUTE*, but you want the System to offer this assignment to the selected Substitute before offering it to others, **OR**

1. **PRESS 1** to *RECEIVE THE JOB NUMBER*. **IMPORTANT** Wait for the System to say the Job number, which completes entry of the absence!

**TO REVIEW OR CANCEL AN ABSENCE, OR MODIFY SPECIAL INSTRUCTIONS:**

1. Call the System Phone Number, enter your PIN when prompted, then **PRESS 5** to *REVIEW OR CANCEL AN ABSENCE*.
2. Listen to the absence information the System plays:  
**PRESS 1** to *HEAR THE INFORMATION AGAIN*, **OR**  
**PRESS 3** to *HEAR ANOTHER ABSENCE*, **OR**  
**PRESS 5** to *CANCEL THE JOB* the System just played, **OR**  
**PRESS 6** to *MODIFY SPECIAL INSTRUCTIONS*

IF YOU SELECT *CANCEL THE JOB*, you must **PRESS 1** to *CONFIRM THE CANCELLATION REQUEST* when asked.  
If a substitute was assigned to the absence –  
**PRESS 1** if you want the System to call the assigned Substitute and inform them that this Job has been cancelled, **OR**  
**PRESS 5** if you are certain that the assigned Substitute knows this Job has been cancelled, and you do NOT want the System to call the assigned Substitute to inform them of the cancellation.

Once you confirm a request to cancel the Job, you MUST wait for the System to say “*Job Number XXXXXX has been cancelled.*” IF you do not WAIT TO HEAR the System say this, you have no assurance the Job has been cancelled, and a Substitute may report for the Job.

IF YOU SELECT *MODIFY SPECIAL INSTRUCTIONS*, the System guides you through the steps of reviewing and replacing (if desired) the voice message of special instructions, in much the same manner as you originally recorded the instructions.

**TO REGISTER AS A NEW USER AND RECEIVE YOUR PERSONAL IDENTIFICATION NUMBER (PIN)**

1. With a pencil ready and your Social Security Number (SSN) in mind, call the System Phone Number (see Page 1). When the System asks for your Personal Identification Number (PIN), **PRESS** the STAR KEY on the telephone keypad.

2. When the System says, “If you are calling as a Substitute **PRESS 1**, If you are calling as an Employee **PRESS 3**.”

3. When the System asks for your Social Security Number, enter your SSN by pressing the telephone keys.

If the System asks for your SSN again, re-enter it carefully. If the System continues to ask for your SSN, hang up and call the Help Desk for assistance (see page 1).

4. The System asks you to record you name. Immediately after the tone, say your name clearly. You have only a few seconds, so avoid pauses or long titles. Wait for the System to play back your recorded name.  
If you like the recording, **PRESS 1**.  
If you want to re-record your name, **PRESS 9**.

5. The System reads WORK LOCATION, then your JOB DESCRIPTION. If you work at more than on location, and/or have more than on Job Description, the System reads all of this information. After hearing this information:

**PRESS 1** if the information is CORRECT, **OR**  
**PRESS 3** if the information is NOT CORRECT, **OR**  
**PRESS 5** to hear the information again.

*NOTE: The System will NOT allow you to correct your location or job description during registration. You may only indicate that the System’s records are incorrect. If the System has incorrect information for you call the Help Desk (see page 1) AS SOON AS YOU FINISH REGISTERING, and have them correct the information!*

6. The System tells you your PIN. Write your PIN in the space provided on page one (1). **PRESS 9** to review your PIN. When you are sure that your PIN is written correctly, **PRESS 1**.

*Your registration is now COMPLETE.  
You may use your new PIN immediately.*

**TO REVIEW YOUR PIN OR CHANGE THE RECORDING OF YOUR NAME AFTER YOU HAVE REGISTERED**

1. Follow steps 1 through 3 in the previous instructions as if you were registering as a new user.
2. **PRESS 1** to HEAR YOUR PIN, **OR**  
**PRESS 3** to CHANGE THE RECORDING OF YOUR NAME.

IF YOU SELECT *HEAR YOUR PIN*, the System tells you your PIN.  
Write your PIN in the space provided on page 1.

IF YOU SELECT *CHANGE THE RECORDING OF YOUR NAME*, the System asks you to record your name. Immediately after the tone, say your name clearly. You have only a few seconds, so avoid pauses or long titles. Wait for the System to play back your recorded name.

If you like the recording, **PRESS 1**, and the new recording will be made available for immediate use, **OR**  
If you want to re-record your name, **PRESS 9**.

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**THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:**

<u>Today’s Jobs</u>	<u>Future Jobs</u>
Weekdays 5:00 am – 4:00 pm	6:00 pm – 10:00 pm
Saturday None	None
Sunday None	6:00 pm – 10:00 pm
Holidays None	6:00 pm – 10:00 pm

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**ABSENCE REASONS**

**SCHOOL BUSINESS MENU**

31. SIP
32. Title I
33. Mentor
34. Gate
35. Curriculum
36. Department Chair
37. Drug Free
38. EIA
39. Eisenhower
40. Negotiations
41. SP. ED. / SDC / K-8
42. SP. ED. / RSP / K-8
43. SP. ED. / SDC / 9-12
44. SP. ED. / RSP / 9-12
45. Summer School
46. Title VI47. Title VII
48. Tobacco Prevention
49. VEA – Program Improvement
50. Human Resources & Development

**OTHERWISE MENU**

1. Sick Leave
2. Personal Necessity
3. Jury Duty
4. Bereavement
5. Vacation (Classified)
6. Personal Business
7. Industrial Accident/Leave
8. Subpoena Leave
9. Military Leave
10. Leave of Absence
11. Compensatory Time
12. Working Within District