

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

EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2017

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ARTICLE 1

AGREEMENT

1.1 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 of the
West Covina Unified School District

Dated: _____

Dated: _____

ARTICLE 2**TERM**

- 2.1 This Agreement shall remain in full force and effect from July 1, 2014 through June 30, 2017; 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.

ARTICLE 3**RECOGNITION**

- 3.1 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.
- 3.2 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
 - Administrators
 - Directors
 - Coordinators
 - Supervisors
 - Principals
 - Assistant Principals
 - Deans

ARTICLE 4

CLASS SIZE

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

- Kindergarten 30
- Grades 1 – 3..... 30
- Grades 4 – 6 (elementary setting) 32
- Grades 6 – 8 (secondary setting) 33
- Grades 9 – 12..... 34

4.1.1 The parties understand that these limits shall not strictly apply during the first fifteen (15) school days of the school year while classes are being balanced.

4.1.2 The average staffing ratios above shall not apply to Physical Education, Instrumental Music, Choral Music, Leadership, Theatre, and/or other similar programs. District will make a reasonable effort to avoid extremes in class sizes in these programs.

4.1.3 Any other certificated person who is not a regular classroom teacher (i.e., teachers without an assigned class roster) shall not be included in the computation of pupil/teacher ratio.

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

4.1.5 A teacher in the elementary school setting (K-6) shall not be required to teach a class with an enrollment that exceeds the applicable staffing ratio set forth above, except that a permanent teacher may agree to a higher class size. The Principal or designee shall obtain written consent from the affected teacher within five (5) school days after enrollment exceeds the staffing ratio as referenced above.

4.1.6 A teacher in the secondary school setting (6-12) shall not be required to maintain an assigned daily student contact total that exceeds the product of the applicable staffing ratio set forth above, multiplied by the number of teaching sections assigned to the teacher; except that a permanent teacher may agree to a higher number of total assigned daily student contacts. The Principal or designee shall obtain written consent from the affected teacher within five (5) school days after enrollment exceeds the assigned daily student contact total as referenced above.

4.2 Teachers in grades 6-12 in a secondary school setting, shall not be assigned more than three (3) different preparations except as provided herein.

4.2.1 Permanent teachers in grades 6-12 in a secondary school setting, may agree to accept a fourth class preparation in addition to the three (3) separate class preparations already assigned.

4.2.2 The Principal or designee shall obtain written consent from the affected teacher prior to the assignment of a fourth class preparation. The Association shall be informed of this consent.

- 4.2.3 No unit member shall be required to accept a fourth different preparation.
- 4.2.4 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. In addition, different levels of the same subject i.e., Freshmen, Sophomore, Junior, and Senior English are four (4) different preparations.
- 4.2.5 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. For this reason “sheltered classes” shall not be counted as a separate preparation within the meaning of Article 4 – CLASS SIZE.
- 4.3 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.
- 4.4 Continuation high school staffing shall be set in accordance with the applicable staffing ratio set forth above.
- 4.5 In accordance with Section 42238.02 of the Education Code, the District and the Association agree and affirm that the staffing ratios for “Kindergarten” and “Grades 1-3” listed in Article 4.1, above, shall constitute an annual average class enrollment for those respective grade levels at each District school site at which students are enrolled in a K-3 class.

ARTICLE 5**HOURS AND DAYS OF EMPLOYMENT**

- 5.1 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.
- 5.2 Unit members shall report to school not later than thirty (30) minutes prior to their first regular class or conference period.
- 5.3 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 (including IEP meetings), and carry out assigned or voluntary adjunct duties.
- 5.3.1 The District shall make reasonable efforts to limit after school meetings (except IEP meetings) to one hour in duration.
- 5.3.2 Counselors' evening adjunct duties are limited to six duties and may include Open House, Back to School Night, parent conferences, or other events scheduled to address the needs of parents and students, not to exceed six duties. Any other assigned duties over the six shall be compensated at the unit member's hourly rate.
- 5.4 Unit members shall be provided a daily-uninterrupted duty-free lunch break of not less than thirty (30) minutes, excluding passing time.
- 5.5 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.
- 5.6 All unit members assigned to grades 6 through 12, in a secondary school setting, shall have a preparation/conference period equivalent in length of time to one instruction period per day.
- 5.7 Permanent teachers in grades 6 through 12, in a secondary school setting, shall not be assigned more than five (5) teaching periods per day.
- 5.7.1 In the event of excessive enrollment or extraordinary educational needs of the District, the Principal shall advise the Superintendent or designee of the proposed additional teaching assignment.
- 5.7.2 The principal or designee shall obtain written consent from the affected teacher prior to the assignment of a sixth teaching period. The Association shall be informed of this consent.
- 5.7.3 If the unit member does agree to accept the sixth teaching period, compensation for that additional teaching period will be based upon a one-sixth portion of the teacher's daily salary rate.
- 5.7.4 No unit member shall be required to accept a sixth teaching period.
- 5.8 Classroom student-teacher contact time shall be averaged over the instructional year, and will not exceed an average of 300 minutes per day in an elementary school, and will not exceed an average of 300 minutes per day in a secondary school, to allow for shortened days.

- 5.9 In addition, at an elementary school, no school day shall exceed 314 instructional minutes, and at a secondary school, no school day shall exceed 374 instructional minutes.
- 5.10 Shortened day is defined as any day with fewer instructional minutes than the regular school day.
- 5.11 Elementary teachers shall utilize two, shortened days of at least fifty-five minute (55) shortened days 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.
- 5.11.1 Meeting agendas shall be developed collaboratively with the site principal.
- 5.11.2 Summary notes of such meetings shall be provided to the principal before the end of the following instructional day.
- 5.11.3 The activities for the remaining shortened days in that month shall be determined by the site principal.
- 5.12 At the secondary level (middle, intermediate, and high schools), scheduled shortened days will focus on the analysis and improvement of pupil achievement, and/or parent conferences, and/or preparation for Back-to-School Night, and/or Open House, and/or grade level, subject matter, or across-grade articulation meetings to collaborate regarding instruction, curriculum, benchmarks, and standards as they support student achievement, and/or WASC accreditation preparation, as determined by the school site principal.
- 5.13 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.
- 5.14 Immediate supervisors shall apply the provisions of this article in a consistent and reasonable manner.
- 5.15 The professional responsibilities of a unit member include the obligation to maintain credentials, certifications, and online training for child abuse reporting (AB 1422) and bullying/cyberbullying prevention (AB 1993).

ARTICLE 6**LEAVES OF ABSENCE****6.1 BEREAVEMENT LEAVE**

- 6.1.1 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 and within a one month period thereafter, unless extenuating circumstances exist, with approval of the Superintendent or designee.
- 6.1.2 Members of the immediate family shall be limited to the spouse of the unit member and the mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or the spouse of the unit member including any "step" version of any of the aforementioned list, any person living in the immediate household of the unit member, or as required under federal and/or state law.
- 6.1.3 This leave shall not be deducted from sick leave.

6.2 JUDICIAL AND OFFICIAL APPEARANCE LEAVE**6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 Compensation

- 6.2.4.1 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.
- 6.2.4.2 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.
- 6.2.4.3 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.

6.2.5 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.

6.3 LEGISLATIVE LEAVE

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 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.

6.4 PERSONAL LEAVE WITHOUT PAY

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 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.
- 6.4.4 The duration of such leave shall consist of no more than the balance of the school year and one additional school year.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 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.
- 6.4.8 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.

- 6.4.9 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.
- 6.4.10 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 licensed 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 licensed physician. The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

6.5 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:

- 6.5.1 Death in the Immediate Family - Death of a member of the unit member's immediate family, as defined in Article 6, when the number of days exceeds the bereavement leave days
- 6.5.2 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
- 6.5.3 Court Appearance - Appearance in court as a litigant. (A litigant is a party to the action such as the plaintiff or defendant.)
- 6.5.4 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
- 6.5.5 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
- 6.5.6 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
- 6.5.7 Fatherhood - Personal presence of the father at the time of birth of a child, or when birth is imminent
- 6.5.8 Funeral Attendance - Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance
- 6.5.9 Transportation Difficulties - Unforeseen circumstances involving transportation or storm conditions that prevent the individual from traveling to and from work
- 6.5.10 Other - circumstances, 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

6.6 SICK LEAVE

6.6.1 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.

6.6.2 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.

6.6.3 Procedure

Each employee is personally responsible for reporting absences and return to work from absences. If you are unable to report for work call 962-53 18 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.

6.6.4 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.

6.6.5 Compensation

6.6.5.1 Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation.

6.6.5.2 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.

6.6.5.3 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.

6.6.5.4 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.

6.6.5.5 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).

6.6.5.6 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.

6.6.6 Return to Service

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

6.6.6.2 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 licensed 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.

6.6.6.3 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.

6.7 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.

6.8 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

6.8.1 Procedure

6.8.1.1 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.

6.8.1.2 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.

6.8.2 Requirements

6.8.2.1 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.

6.8.2.2 Allowable leave shall not be accumulated from year to year.

6.8.2.3 Industrial accident or illness leave shall commence on the first day of absence.

6.8.2.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

- 6.8.2.5 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.
- 6.8.2.6 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.
- 6.8.2.7 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.
- 6.8.2.8 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.
- 6.8.2.9 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.

6.8.3 Return to Service

- 6.8.3.1 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.
- 6.8.3.2 Immediately upon return to active service, the employee shall complete and sign the Absence Affidavit form and submit it to the immediate supervisor.
- 6.8.3.3 "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.

6.9 **JOB SHARING**

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

- 6.9.1 Number of Teams: The District may authorize two permanent unit teachers to share a full-time assignment under the following terms and conditions.
- 6.9.2 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.
- 6.9.3 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.
- 6.9.4 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.

- 6.9.5 The proposal may be submitted simultaneously with the request for a year of unpaid leave, and neither request will prejudice the other.
- 6.9.6 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.
- 6.9.7 Hours:
- 6.9.7.1 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.
- 6.9.7.2 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.
- 6.9.7.3 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.
- 6.9.7.4 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.
- 6.9.8 Salary Schedule, Placement, and Credit:
- 6.9.8.1 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.
- 6.9.8.2 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.
- 6.9.9 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.
- 6.9.10 Seniority List: Both unit members will maintain their place on the District seniority list.
- 6.9.11 Health and Welfare Benefits and Leaves:
- 6.9.11.1 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.
- 6.9.11.2 Leave provisions shall be prorated.
- 6.9.12 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.
- 6.9.13 Criteria: The District will use the following criteria in consideration of job sharing requests:

- 6.9.13.1 Quality of previous service to the District
- 6.9.13.2 Compatibility of teaching styles of the team members, as determined by the District.
- 6.9.13.3 The impact of the potential shared teaching assignment upon the school involved.
- 6.9.13.4 The needs and efficient operation of the District and its instructional program
- 6.9.13.5 Unit member certification and competency
- 6.9.14 Substitute Service:
 - 6.9.14.1 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.
 - 6.9.14.2 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.
- 6.9.15 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.
- 6.9.16 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.

6.10 PARTIAL ASSIGNMENTS

- 6.10.1 The District and the TAWC agree to the following procedure for partial assignments. This section shall not apply to any teacher holding a job share assignment.
- 6.10.2 This arrangement shall not be subject to the contractual grievance procedure.
- 6.10.3 A partial assignment is any assignment less than 100% FTE.
- 6.10.4 A partial assignment may be requested in writing by a unit member, and may be authorized at the District's discretion.
- 6.10.5 A unit member on a partial assignment shall be placed or remain on the Teachers' Salary Schedule and receive a prorated portion of the individual's annual salary.
- 6.10.6 The unit member shall receive appropriate increments for advanced degrees.
- 6.10.7 The unit member on a partial assignment will receive one step increment on the Teachers' Salary Schedule, if the partial assignment consists of at least 75% of a full-time equivalent (FTE) assignment.
- 6.10.8 Unit members on a partial assignment of at least 50% FTE but less than 75% FTE shall be required to work two years to receive one step increment on the Teachers' Salary Schedule.
- 6.10.9 Any service of less than 50% FTE shall not be credited towards salary advancement.
- 6.10.10 A unit member on a partial assignment shall receive a prorated amount of health, welfare, and leave benefits. Contributions to STRS shall be proportionate to the time served and salary earned.
- 6.10.11 The unit member shall be required to work all pre- and post-service days required of full-time teachers, plus regularly scheduled parent conferences, back to school night, and open house on the dates established by the District. Other responsibilities such as periodic professional development and/or monthly staff meetings shall be attended or performed by the unit member.
- 6.10.12 Renewal: The District reserves the right to review the effectiveness of the partial

assignment, and to determine whether or not to continue them on a year-to-year basis.

- 6.10.13 A unit member on a partial assignment must notify the District by February 15 of the unit member's intent to continue or not continue on a partial assignment for the upcoming school year.
- 6.10.14 The District will inform the unit member if the partial assignment is authorized no later than April 1.
- 6.10.15 A unit member who holds tenure and does not intend to continue on a partial assignment shall be given an assignment at the beginning of the following school year equivalent to the percentage of tenure the unit member holds.

6.11 CATASTROPHIC LEAVE

- 6.11.1 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 and remains medically unable to return to work due to a catastrophic illness or injury.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 It is agreed and understood that this subsection shall expire and be of no further force or effect as of June 30, 2017. Accordingly, this subsection 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.

ARTICLE 7**MAINTENANCE OF STANDARDS**

- 7.1 The District 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.
- 7.2 This Agreement shall supersede any rules, regulations, or practices of the District which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 7.3 The parties shall administer, interpret, and apply this Agreement, all its terms, and the work rules which implement this Agreement in a manner which is not arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect. The parties agree that this Article does not limit or otherwise affect the District's managerial rights, and that unique facts and circumstances must be accommodated in each individual situation.

ARTICLE 8**MILEAGE REIMBURSEMENT**

- 8.1 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.
- 8.2 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.

ARTICLE 9**NON-DISCRIMINATION**

- 9.1 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.
- 9.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 10**MANAGEMENT RIGHTS**

- 10.1 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.
- 10.2 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
- 10.3 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.
- 10.4 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.
- 10.5 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.

ARTICLE 11**PUBLIC CHARGES**

- 11.1 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.
- 11.2 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.
- 11.3 If the complainant refuses to do this, the charge shall be dropped.
- 11.4 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.
- 11.5 A unit member shall have the right to Association representation at any conference or investigatory meeting.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.

ARTICLE 12**SAVINGS**

- 12.1 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.
- 12.2 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.

ARTICLE 13**SUMMER SCHOOL**

- 13.1 Anticipated summer school vacancies shall be posted by the Administrator on every Association bulletin board as soon as practicable.
- 13.2 Summer school teacher and room assignments shall be made and posted as soon as practicable.
- 13.3 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.
- 13.4 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.
- 13.5 The site Administrator or designee shall make summer school assignments as follows:
- 13.5.1 Unit members shall be given priority over non-unit members in filling classroom teaching positions
- 13.5.2 The following factors shall be considered when filling classroom teaching positions:
- Required certifications of the unit member
 - Unit member's competence and recency of experience in the subject matter and/or grade level
 - Additional experience the unit member can bring to the classroom teaching position
 - Unit member's length of service in the West Covina Unified School District
 - Staffing needs of the school
- 13.5.3 If a unit member does not receive a summer school classroom teaching position, the unit member shall be provided, upon written request, with the specific reason within a reasonable period of time.
- 13.6 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.
- 13.7 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.
- 13.8 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 requirements of the classroom teaching position.

ARTICLE 14

SUPPORT OF AGREEMENT

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

ARTICLE 15**TEACHER ORIENTATION**

- 15.1 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.
- 15.2 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.
- 15.3 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.

ARTICLE 16**TEACHER SAFETY AND WELFARE**

- 16.1 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.
- 16.2 Staff as used in this article is defined to mean any paid employee of the District or any volunteer serving at the school site.
- 16.3 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.
- 16.4 The District shall provide a procedure for reporting alleged unsafe and unhealthful conditions.
- 16.5 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.
- 16.6 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.
- 16.7 In the exercise of the foregoing rights the unit member shall not neglect the responsibility to provide for the safety of the students.
- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 This minimum day shall be declared on the day before the early release day.

ARTICLE 17**TRANSFERS AND REASSIGNMENTS****17.1 TRANSFERS**

- 17.1.1 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). Reasons for transfers shall include:
- 17.1.1.1 Surplus unit members (resulting from declining enrollment, closing a school, reduction of program, or District reorganization);
 - 17.1.1.2 Unit members returning from leave;
 - 17.1.1.3 Unit member initiated transfer; or
 - 17.1.1.4 Employer initiated transfer

17.2 NOTICE OF VACANCIES

- 17.2.1 No later than March 15, of each school year, or the first workday following, the Human Resources Department shall disseminate to all school buildings for posting, a list of the known vacancies which will occur during the following school year.
- 17.2.2 Lists of vacancies 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 the Human Resources Department for a minimum of ten (10) working days.
- 17.2.3 A copy of such lists shall be mailed concurrently to the Association President.

17.3 UNIT MEMBER INITIATED TRANSFER (VOLUNTARY)

- 17.3.1 A unit member may request a voluntary transfer (unit member initiated transfer) to take effect at the beginning of the following school year or during the current school year when an opening becomes available. Transfer requests for the following school year will be accepted between March 1 and ten (10) working days prior to the end of the school year. No transfer requests for the following school year will be accepted after the deadline. The request shall be made on a "Request for Transfer Form" and sent to the Human Resources Department.
- 17.3.2 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. 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. The Human Resources Department shall give the affected unit member and appropriate administrator(s) official written notification of transfers approved.
- 17.3.3 All requests for voluntary transfers shall be considered in order on the priority basis:
- 17.3.3.1 Required certification.

- 17.3.3.2 Selection by the Principal consistent with the job description in conformance with the provisions of this Article which consideration may include: (a) Instructional strategies and methodologies appropriate to the position; (b) Classroom management skills, (c) Compliance with site specific requirements, and (d) Content preparation appropriate to assignment; (e) The length of the service rendered to the District by the unit member (seniority).
- 17.3.4 When a voluntary transfer would result in the lay-off of another unit member such transfer shall be denied.
- 17.3.5 A unit member shall not be overtly or indirectly pressured by the employer to seek a voluntary transfer.
- 17.3.6 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.
- 17.4 EMPLOYER INITIATED TRANSFER (INVOLUNTARY)**
- 17.4.1 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: required certification, the preference of the unit member, the length of the service rendered to the District by the unit member (seniority), and additional qualifications the unit member can bring to the new assignment. The parties agree that, in the majority of ordinary instances of involuntary transfer, this would result in an involuntary transfer of the least senior unit member in the credential area in the school.
- 17.4.2 District-initiated transfers shall not be arbitrary or capricious, and shall require a reasonable basis or justification. District-initiated transfers shall not be punitive or disciplinary in nature in-and-of themselves, but may be incorporated as an element of disciplinary action under Article 28 of this Agreement. District initiated transfer decisions shall be made with fair consideration given to each of the elements listed in Article 17.4.1, based exclusively on educationally-related needs of the District and its students, which provide an unranked list of factors to be considered in their totality by the District when making a decision regarding District-initiated transfers.
- 17.4.3 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.
- 17.4.4 If an involuntary transfer is implemented, the unit member shall be provided, upon request, with the specific reasons in writing, within a reasonable time after implementation by the employer.
- 17.5 REASSIGNMENT**
- 17.5.1 A reassignment is any action which results in the movement of a unit member from one assignment to another assignment within a school.
- 17.5.2 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.

- 17.5.3 Reassignments shall be based upon the required certification authorization, the preference of the unit member, the length of the service rendered to the District by the unit member, and additional qualifications the unit member can bring to the new assignment.
- 17.5.4 District-initiated reassignments shall not be arbitrary or capricious, and shall require a reasonable basis or justification. District-initiated reassignments shall not be punitive or disciplinary in nature in-and-of themselves, but may be incorporated as an element of disciplinary action under Article 28 of this Agreement. District initiated reassignment decisions shall be made with fair consideration given to each of the elements listed in Article 17.5.3, based exclusively on educationally-related needs of the District and its students, which provide an unranked list of factors to be considered in their totality by the District when making a decision regarding District-initiated reassignments.
- 17.5.5 If a reassignment is implemented or a request is denied, the unit member shall be provided, upon request, with the specific reasons in writing, within a reasonable time after reassignment or denial of the request by the employer. The unit member may request reasonable district assistance in moving the unit member's teaching materials to the new location.

ARTICLE 18**ASSOCIATION RIGHTS**

- 18.1 The Association shall be entitled to use the official bulletin boards, and other means of communication to employees, subject to the following conditions:
- 18.1.1 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.
 - 18.1.2 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.
 - 18.1.3 Administrators in charge of these bulletin boards and mailboxes are designated as the Superintendent's representatives.
 - 18.1.4 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.
 - 18.1.5 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.
 - 18.1.6 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.
 - 18.1.7 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.
 - 18.1.8 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.
- 18.2 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.
- 18.2.1 The Association President shall be given 20% release time.

- 18.3 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).
- 18.4 The immediate supervisor shall notify an employee of the subject matter of a requested conference.
- 18.5 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.
- 18.6 The District shall post or make readily available a copy of the board agenda at each building. In addition, the Association shall receive one (1) hard copy as well as an electronic copy of board agenda material.

ARTICLE 19

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ARTICLE 20**GRIEVANCE PROCEDURE****20.1 DEFINITIONS**

- 20.1.1 "Agreement" refers to contract between the District and TAWC.
- 20.1.2 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.
- 20.1.3 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.
- 20.1.4 A "day" is any day in which a unit member is required to render service to the District.

20.2 PURPOSE

- 20.2.1 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.
- 20.2.2 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

20.3 PROCEDURE**20.3.1 Step I – Informal**

- 20.3.1.1 Before filing a formal written grievance the unit member and/or his/her selected Association representative shall informally discuss the alleged violation, misinterpretation, or misapplication of the Agreement with the grievant's immediate supervisor (Principal or designee).
- 20.3.1.2 If the grievant is not to be present at the Informal meeting, the Association shall provide the grievant's written authorization and selection of the representative prior to the beginning of the Informal meeting.
- 20.3.1.3 The informal conference shall be requested within ten (10) days of the alleged act or omission which gave rise to the grievance, or within ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of the grievant, or the matter shall be considered closed.
- 20.3.1.4 If the matter is not resolved at the informal conference, the grievant and/or his/her authorized Association representative may request at the conclusion of the informal conference that the District's designee reduce the District's response with respect to the issue(s) raised by the grievant or authorized Association representative to writing. Such written response shall be forwarded to the grievant and/or authorized Association representative within ten (10) days of the informal conference

20.3.2 Step II - Formal

- 20.3.2.1 If a grievance is not closed or resolved at Step I, it may be appealed to Step II of this procedure.
- 20.3.2.2 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.
- 20.3.2.3 The immediate supervisor shall meet with the grievant and/or his/her authorized Association representative within ten (10) days of receipt of the grievance.
- 20.3.2.4 The immediate supervisor shall provide a written response to the grievance, including the reasons for the response, to the grievant and/or his/her authorized Association representative within ten (10) days of such meeting.
- 20.3.2.5 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.

20.3.3 Step III – Appeal to Superintendent

- 20.3.3.1 If a grievance is not closed or resolved at Step II, it may be appealed to Step III of this procedure.
- 20.3.3.2 If appealed a grievance shall be presented in writing within five (5) days or considered closed.
- 20.3.3.3 The Superintendent or his/her designee shall meet with the grievant and/or his/her authorized Association representative within ten (10) days of receipt of the grievance appeal to Step III
- 20.3.3.4 The Superintendent or his/her designee shall provide a written response to the grievance, including the reasons for the response, to the grievant and/or his/her authorized Association representative within ten (10) days of such meeting.
- 20.3.3.5 If the grievant is not satisfied with the response to the grievance, the grievant may request the Association to submit the grievance to arbitration.

20.3.4 Step IV - Arbitration

- 20.3.4.1 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.
- 20.3.4.2 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.
- 20.3.4.3 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.
- 20.3.4.4 The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association
- 20.3.4.5 The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted.

- 20.3.4.6 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.
- 20.3.4.7 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.
- 20.3.4.8 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.

20.4 TIME LIMITS

- 20.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, appeal, or response.
- 20.4.2 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.
- 20.4.3 The time limits may, however, be extended by mutual agreement.
- 20.4.4 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.

20.5 RIGHTS OF REPRESENTATION

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

20.6 NON-DISCRIMINATION

- 20.6.1 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.

20.7 MISCELLANEOUS

- 20.7.1 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.
- 20.7.2 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.

- 20.7.3 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.
- 20.7.4 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.

ARTICLE 21**TEACHER AND COUNSELOR EVALUATION****21.1 EVALUATION PROCEDURE – GENERAL**

- 21.1.1 It is understood and agreed by both parties that the primary objective of the evaluation process is to maintain and/or improve the quality of education in the District.
- 21.1.2 The immediate supervisor of each unit member shall be responsible for the unit member's evaluation and the quality of that evaluation. The immediate supervisor has the responsibility to make recommendations for improvement and will assist the unit member in this improvement.
- 21.1.3 All permanent unit members shall be evaluated at least every two years and all probationary/temporary unit members at least annually.
- 21.1.4 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.
- 21.1.5 Any evaluation performed pursuant to this article which contains an overall unsatisfactory rating of a unit member's performance shall participate in a program designed to improve appropriate areas of the unit member's performance.
- 21.1.5.1 The evaluator shall meet with the unit member to elicit input from the member when establishing a written improvement plan. The improvement plan shall include, but not be limited to, the following components:
- Specific areas of improvement
 - Suggested action plan for improvement
 - Resources available to assist with the improvement including, but not limited to, peer assistance, peer observation, and training sessions
 - Means for measurement of improvement
 - Schedule of periodic meetings for feedback
 - Anticipated time frame in which the improvement is expected to occur
- 21.1.5.2 By mutual agreement a peer may be assigned to provide assistance in the planning and implementation of an improvement program. Under no circumstances shall the unit member providing peer assistance participate in the evaluation of the unit member nor provide evaluative feedback to the District.
- 21.1.5.3 Release time shall be provided when required by the nature of the improvement program.

21.2 EVALUATION PROCEDURE – DETERMINATION OF OBJECTIVES

- 21.2.1 Prior to the forty-fifth (45th) work day of the employee's contract service year, each unit member and immediate supervisor shall formulate the individual objectives based upon the California Standards for the Teaching Profession (CSTP) for which the unit member will be responsible.
- 21.2.2 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.
- 21.2.3 The evaluator shall make efforts to acquaint unit members with District philosophy and goals, job descriptions, and District evaluation procedures.

- 21.2.4 The unit member will develop objectives which shall be presented to the evaluator prior to a conference between the evaluatee and the evaluator where changes may be made.
- 21.2.5 If the changes are not mutually agreeable, the evaluator's objectives shall be listed on the evaluation form in an area so identified.
- 21.2.6 The unit member is shall be expected to meet objectives listed by the evaluator.
- 21.2.7 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.
- 21.2.8 The written statement of objectives shall include what is to be achieved and what information will be used to determine achievement.
- 21.2.9 Such information shall be clearly relevant to the specific objectives.

21.3 EVALUATION PROCEDURE – FORMAL OBSERVATIONS

- 21.3.1 Unit members must be informed when a formal observation is to be utilized in the evaluation process.
- 21.3.2 These observations shall be followed, within a reasonable time not to exceed ten (10) working days unless mutually agreed upon, by a conference between the evaluatee and the evaluator.
- 21.3.3 During these conferences commendations and recommendations shall be presented to the unit member by the evaluator.
- 21.3.4 These recommendations and commendations shall be in writing, dated and signed by the evaluatee and the evaluator.
- 21.3.5 The evaluatee may append written comments.
- 21.3.6 For each probationary unit member, a minimum of two classroom observations shall be made by the evaluator, one observation prior to the sixtieth (60th) work day of the employee's contract service year and one observation prior to the eighty-fifth (85th) work day of the employee's contract service year.

21.4 EVALUATION PROCEDURE – FINALIZING EVALUATIONS

- 21.4.1 All probationary unit members and those permanent unit members scheduled for evaluation, shall meet with their evaluator to discuss and sign the final evaluation before the one hundred sixty-fifth (165th) work day of the employee's contract service year; a copy will be given to the evaluatee and an additional copy placed in the employee's personnel file.
- 21.4.2 The evaluation shall include the time period since the last formal evaluation.
- 21.4.3 It shall cover all of the employee's objectives.
- 21.4.4 It shall include a determination of the extent of success the employee had in reaching the established objectives.
- 21.4.5 The written copy shall clearly indicate the specific source of any information utilized in the evaluation.
- 21.4.6 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.
- 21.4.7 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.

21.5 EVALUATION PROCEDURE – OVERALL PROCEDURES

- 21.5.1 An evaluation of a unit member shall consist of the following procedure:
- 21.5.1.1 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
 - 21.5.1.2 Interpretation and summation of the meaning of the information collected
 - 21.5.1.3 Comparison of the interpretation with the specific objectives
 - 21.5.1.4 Formulation of a decision as to what degree the objectives have been achieved
 - 21.5.1.5 Consideration of all factors that have affected the degree to which the objectives have been achieved
 - 21.5.1.6 Decision as to the quality of the unit member's performance in the accomplishment of the objective
 - 21.5.1.7 Communication of an appropriate response which shall include commendations and recommendations for improvement

21.6 EVALUATION PROCEDURE – EVALUATION FORMS

- 21.6.1 Present evaluation forms shall be changed only upon mutual agreement between the District and the Association.

21.7 EVALUATION PROCEDURE – EVALUATOR TRAINING

- 21.7.1 The District 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.

21.8 EVALUATION PROCEDURE – PERSONNEL FILE

- 21.8.1 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.

21.9 EVALUATION PROCEDURE – COUNSELOR EVALUATION

- 21.9.1 Counselor evaluations will be conducted using the negotiated form for counselors and the timeline contained in this Article for teacher evaluation.

WEST COVINA UNIFIED SCHOOL DISTRICT

EVALUATION TIMELINE

No later than:

the forty-fifth (45th) work dayEvaluatee and evaluator meet and formulate objectives
of the employee’s contract for which the unit member will be responsible and
service year evaluated

the sixtieth (60th) work dayCompletion of first formal observation for probationary
of the employee’s contract unit members
service year

the eighty-fifth (85th) work dayCompletion of second formal observation for
of the employee’s contract probationary unit members
service year

the one hundred twentieth.....Completion of second formal observation for permanent
(120th) work day of the unit members
employee’s contract service year

the one hundred sixty-fifth.....All probationary unit members and those permanent unit
(165th) work day of the members scheduled for evaluation, shall meet with their
employee’s contract service year evaluator to discuss and sign the final evaluation

ARTICLE 22**RETIREES**

- 22.1 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.
- 22.2 The District shall contribute \$ 2,100 for full-time employees and a prorated amount for part-time employees who retire in accordance with the provisions of section 22.1.

ARTICLE 23**HEALTH AND DENTAL BENEFITS**

- 23.1 The District shall contribute to District designated insurance programs for health, dental, vision, and life insurance, up to a maximum of \$8,500 annually.
- 23.2 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.
- 23.3 The District shall offer an "opt out" plan for health insurance benefits as follows:
- 23.3.1 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.
- 23.3.2 Unit members may not opt of District health coverage unless they produce evidence of other medical insurance coverage.
- 23.3.3 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 two hundred dollars (\$200.00) 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.
- 23.3.4 Part-time unit members eligible for prorated benefits may participate in the opt-out option at a percentage equal to their prorated eligibility.
- 23.3.5 Eligible unit members who wish to enroll or elect "opt out" may only do so during the annual open enrollment period.
- 23.3.6 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**

- 24.1 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.
- 24.2 Counselors will work a 195 day work year. They will work an eight hour contractual work day.
- 24.3 The District and the Association agree that during the term of this agreement, they will maintain an annual teacher work calendar.
- 24.4 They shall consult regarding the calendar and the beginning and ending dates, holidays, and non-teaching duty days no later than March 1 of each year.

ARTICLE 25**COMPLETION OF MEET AND NEGOTIATION**

- 25.1 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.
- 25.2 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.
- 25.3 Nothing in this Agreement is intended to deny to the Association or to the District rights and obligations which exist under the law.
- 25.4 Annual Re-openers
- 1) Article 23 "Health and Dental Benefits"
 - 2) Appendix: Teacher Salary Schedule
 - 3) One article specified by each party

ARTICLE 26**WAIVER OF CONTRACT PROVISIONS FOR IMPLEMENTATION OF EDUCATIONAL REFORMS**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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****27.1 GENERAL RULES**

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

27.2 INITIAL PLACEMENT ON SALARY SCHEDULES

- 27.2.1 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:
 - 27.2.1.1 Experience credit shall be year for year (exclusive of day-to-day substitute service) up to a maximum of five (5) years.
 - 27.2.1.2 For positions designated by the District as "hard to fill", effective in school year 2012-2013, experience credit shall be year for year up to a maximum of seven (7) years.
 - 27.2.1.3 The previous employer must provide written verification of prior experience.
 - 27.2.1.4 Service of seventy-five percent (75%) of the regular school year shall constitute a full year of service credit in a position requiring certification.
 - 27.2.1.5 All course work for initial placement shall be verified by official transcript.
 - 27.2.1.6 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.
 - 27.2.1.7 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.
- 27.2.2 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.
- 27.2.3 Prior experience in the private sector or in an academic setting shall be used to determine initial placement for counselors.

27.3 STEP ADVANCEMENT

- 27.3.1 Step advancement shall occur on July 1 of each school year.
- 27.3.2 A year of service shall be defined as seventy-five percent (75%) of the regularly scheduled work year.
- 27.3.3 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.

- 27.3.4 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.

27.4 COLUMN ADVANCEMENT

- 27.4.1 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.
- 27.4.2 Lower division course work shall not be credited for salary schedule column advancement unless approved in advance by the Assistant Superintendent, Human Resources 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.
- 27.4.3 Course work must have a grade of "C" or better or "pass" in a pass/fail class to be eligible for salary credits.
- 27.4.4 Upper division or graduate course work initiated on or after January 1, 2005 must be approved in advance by the Assistant Superintendent, Human Resources or designee, as:
- 27.4.4.1 (a) having direct relevance to the unit member's work assignment or subject matter area;
 - 27.4.4.2 (b) in a subject area which the District deems a shortage area
 - 27.4.4.3 (c) in a credential or degree program for a future District assignment, or an advanced degree in education, or coursework in special education; or
 - 27.4.4.4 (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.
- 27.4.5 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.
- 27.4.6 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

27.5 REPLACEMENT COVERAGE

- 27.5.1 Teachers will be compensated for replacement coverage, when no substitute is assigned to cover the class, under the following conditions:
- 27.5.1.1 The regular teacher must be reported as absent for payroll purposes;
 - 27.5.1.2 A substitute teacher is authorized but not assigned for payroll purposes;
 - 27.5.1.3 The replacement service is for classroom instruction;
 - 27.5.1.4 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.

- 27.5.1.5 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.

27.6 COUNSELORS

- 27.6.1 Counselors shall receive an anniversary stipend of \$500.00 at the beginning of the 10th year of continuous counseling service with the district, an additional \$500.00 at the beginning of 15th year of continuous counseling service with the district, and an additional \$500.00 at the beginning of 20th year of continuous counseling service with the district.

ARTICLE 28**DUE PROCESS PROCEDURES**

- 28.1 The Association and the District recognize the obligations of unit members to demonstrate professionalism in the course of their day-to-day duties. 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 incorporating the principles of just cause.
- 28.2 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-re-election, 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.
- 28.3 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.
- 28.4 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.
- 28.5 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, Human Resources, based upon the serious or cumulative 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 28.6.7 of this Article.

28.5.1 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. A summary notation will be written and given to the member and such summary notation shall not be placed in the unit member's personnel file. However, should further discipline be required, such notation shall be attached to written documentation and the unit member will be notified if the summary notation is to be placed in his/her personnel file.

28.5.2 Step 2 – Written Warning

28.5.2.1 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) calendar months

28.5.2.2 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, should further discipline be required, such written warning shall be attached to written documentation and the unit member will be notified if the written warning is to be placed in his/her personnel file.

28.5.3 Step 3 – Written Reprimand

- 28.5.3.1 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) calendar months
- 28.5.3.2 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.
- 28.5.3.3 The unit member has a right to attach a written response within ten (10) working days of receipt of the written reprimand.
- 28.5.3.4 If an administrator issues a Written Reprimand, the unit member may appeal by requesting a meeting within five (5) working days. The meeting shall take place within ten (10) working days of such request with a representative assigned by the Association and a representative assigned by the District to review the Written Reprimand. If the parties agree, the Written Reprimand may be rescinded or reduced and not placed in the unit member's personnel file.

28.5.4 Step 4 – Suspension

- 28.5.4.1 A unit member may be suspended without pay for a violation of a repetitive nature or serious misconduct.
- 28.5.4.2 Except as provided in section 28.5, suspension without pay will not be used unless the unit member has within the last eighteen (18) calendar months been disciplined as provided in this Article.
- 28.5.4.2 No initial suspension without pay shall exceed ten (10) working days, and no second suspension within 18 calendar months shall exceed twelve (12) working days.

28.6 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.

- 28.6.1 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 working days.
- 28.6.2 The unit member shall have an opportunity to meet with the Assistant Superintendent, Human Resources 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.
- 28.6.3 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.
- 28.6.4 Suspensions without pay of three days or less are appealable to the Superintendent within 10 working 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 28.6.7 of this Article.
- 28.6.5 For any suspension that would cause a unit member to be suspended for a cumulative total of 4 or more days within 12 calendar months, the fourth and succeeding days of suspension shall not be implemented until the decision to suspend has become final.
- 28.6.6 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.
- 28.6.7 Within five (5) working days of receipt of the Superintendent's final decision to suspend on a subsequent suspension within 12 calendar 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. The parties shall select an arbitrator from the list of five (5) arbitrators set forth in Appendix. The District and Association will alternately strike names from this list with the party striking first determined by lot. If the selected arbitrator is not reasonably available, the parties may mutually agree on the appointment of another arbitrator.

28.6.7.1 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.

28.6.8 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.

28.7 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.

28.8 This Article is intended, for purposes of suspension, to replace the procedures set forth in Education Code section 44944, but shall not apply to suspension pursuant to Education Code Sections 44939, 44940, or 44942.

28.9 Nothing herein shall preclude or affect the District's right to discharge a unit member pursuant to the Education Code.