

TIME _____

INITIAL PROPOSAL OF THE TEACHERS ASSOCIATION OF WEST COVINA
To
WEST COVINA UNIFIED SCHOOL DISTRICT

October 19, 2005

The Teachers Association of West Covina bargaining goals are grounded in the organization's core values.

Core Values:

In order to support the organization's core values we honor the services of the classroom teachers and student support personnel working to provide a quality education program for all students through these core values:

1. To improve conditions of teaching and student learning
2. To protect and promote the well being of our members
3. To advance the cause of free, universal, quality public education
4. To protect human dignity and civil rights of students and educators
5. To attract and retain highly qualified staff to meet student needs

Except for those items delineated below, the Teachers Association of West Covina (TAWC) proposes to maintain current contract language for the term of the successor agreement.

ARTICLE 2. TERM

Three years: July 1, 2005 through June 30, 2008.

ARTICLE 4 CLASS SIZE

In order to provide continuous quality education that supports the ever-increasing demands on accountability based on test scores and to support continued student success the Teachers Association of West Covina proposes the following:

Staffing will be based upon the following:

Change per Kathy O'Neill 11-16-05	Kindergarten	31	
	<u>Kindergarten Extended-day</u>		20
	1 - 3	30	
	K <u>1-3 (CSR)</u>		20
	4 - 5	32	30
	6 - 8	32	
	9 - 12	33	

Decrease class size in Grades 4 and 5 by two (2) students or provide an instructional assistant for a minimum of three (3) hours per day

Class size caps in combination classes shall be reduced by three (3) students or provide an instructional assistant for minimum of three (3) hours per day.

Secondary Physical Education shall have an enrollment cap of 45 students.

Counselor ratios shall not exceed 300:1.

Continuation Education:

Continuation School/Alternative Education and Collaborative classes shall be staffed on the basis of 22:1. No class shall exceed two (2) grade levels.

Special Education:

Special Education class size shall be as follows: Any waivers of these caps shall be agreed upon in writing by the association and the affected unit member. The waiver shall be based on educational need and shall not exceed two (2) students. Any such waiver shall be reviewed each semester.

RSP 28:1 case load cap (waivers must be in accordance with Education Code requirements)

Special Day Class - Mild Moderate

Preschool:	10
K-3	12
4-8	14
9-12	15

Special Day Class - Moderate to Severe

Preschool:	8
K-3	8
4-8	10
9-12	12
SED	8

ARTICLE 5: HOURS AND DAYS OF EMPLOYMENT

The Teachers Association of West Covina supports the improvement of teaching and working conditions which promote the District's ability to attract and retain highly qualified, highly motivated unit members.

The work year and workday shall be uniformly applied. Any additional days or hours shall be compensated at the unit member's per diem rate.

Modify section 7 by inclusion: RSP, SDC, JROTC and continuation high school maximum daily assigned teaching shall not exceed three hundred (300) minutes per day or 25 hours per week.

Unit member assigned to classrooms where the instructional day exceeds 300 minutes, shall be paid additional compensation equal to the unit member's pro rata hourly rate of pay.

JROTC teachers assigned to work an eight hour day inclusive of lunch, shall also be provided a daily preparation period and shall be placed on the teacher's salary schedule and compensated at their per diem rate for any additional hours or days.

Adjunct Duties:

All involuntary adjunct duties which reduce a bargaining unit member's preparation time or extends the regular work day shall be compensated equal to the unit member's pro rata hourly rate of pay.

Supervision:

Bargaining unit members shall not be responsible for supervision duty except on rainy days.

Faculty Meetings:

Faculty meetings shall be for purposes of discourse and interchange and not for purposes of purely information dissemination and shall be limited to one (1) per month of one (1) hour duration. If any site administrator exceeds these limitations, the remedy shall consist of a joint site visit by the superintendent or designee, and the Association President in order to determine if there is any reasonable basis for exceeding the limitations. The joint team will devise means of achieving the contractual limits, including any necessary training.

Preparation Time:

K-5

Elementary classroom teachers teaching grades ~~4-6~~, shall be allocated 150 minutes per week, in blocks of time no less than thirty (30) minutes each.

Change per
Kathy O'Neill
11-16-05

~~Elementary classroom teachers teaching in grades K, 1, 2, and 3, shall be guaranteed thirty (30) minutes for preparation purposes immediately following each non-modified student instructional day. During this half-hour block of time, no administrator shall schedule or hold any meetings, or require any form of duty that will impact adversely on the teacher's right to have the full thirty (30) minutes preparation time set aside exclusively for his/her respective preparation.~~

On modified early out days no school site administrator shall hold/allow any school meeting for the school's certificated staff.

Days of Employment:

Reduce the number of teaching days from 184 to 181 and the number of annual workdays from 190 to 186.

Roving Teachers:

Teachers required to rove shall receive a stipend of \$1,000 per semester.

ARTICLE 6: LEAVES OF ABSENCE

Our members are valued employees. In order to promote their human dignity and well being the Teachers Association of West Covina proposes the following:

Bereavement Leave:

Changes in legislation requires the recognition of "Domestic Partner and dependents" as members of the immediate family.

Personal Leave without Pay:

Modify to comply with California's disability anti-discrimination law:

Where an employee suffers from a disability protected by law, an employer cannot require a release without restrictions because it has an obligation to reasonably accommodate employees' disabilities.

Modify Return to Service

Delete the following from all sections of the Contract: ~~without restrictions or detriment to the unit member's physical or emotional well-being.~~

Personal Necessity Leave:

Death in the Immediate Family by inclusion of "Domestic Partner and dependents:
Modify 7. Fatherhood to include Domestic Partner.

Sick Leave:

Eligibility

Add: Employees working more than full-time shall be entitled to accrue additional sick leave in the same ratio that his/her employment bears to full-time employment.

Requirements

Modify line 5 by deletion ~~the cause of the disability~~

Family and Medical Leave:

Modify: Upon the exhaustion of all accrued sick leave and the current year's accrued annual leave, a unit member shall be allowed to take up to twelve (12) workweeks of unpaid leave per year for purposes described in the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The "year" for use of leave shall be defined a "rolling year," which commences on the first day of family care and/or medical leave taken by the employee. Eligible employees may take a maximum of twelve (12) workweeks of family care and medical leave in any twelve (12) month period. The unit member returning from leave shall be returned the position he/she was in prior to the leave.

Continue Catastrophic Leave program: See Attachment A

ARTICLE 22 RETIREEES

To recognize the dedication and service to WCUSD and its students the Teachers Association of West Covina proposes the following:

Modify by inclusion within Article 23 Health and Dental Benefits

Increase amount contributed to the health and welfare benefit premiums for full-time certificated who retire to ~~\$1,767~~. \$3,500.

ARTICLE 23 HEALTH AND DENTAL BENEFITS

To protect and promote the well being of our members and to support the Districts ability to attract and retain highly qualified, highly motivated unit members the Teachers Association of West Covina proposes the following.

Health Benefits - Increase district contribution to Health Benefits by \$1,500 for this year and the subsequent two (2) years.

2005-2006	\$8,500
2006-2007	\$10,000
2007-2008	\$11,500

The District shall provide an Early Retirement Incentive Program for Unit members who after 15 years of service and are between ages 55 and 65 an annual payment of \$7,000 for 5 years or \$3,000 for life.

ARTICLE 24 WORK YEAR/CALENDARS

In order to provide continuous quality education that supports the demand on accountability and to support continued student success the Teachers Association of West Covina proposes the following:

Reduce the number of teaching days from 184 to 181 and the number of annual workdays from 190 to 186.

ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION

Annual Re-openers

- 1) Article 23 Health, Dental and Retiree Benefits
- 2) Appendix: Salary Schedules and Miscellaneous Pay Schedule
- 3) One article specified by each party

Salaries & Miscellaneous Pay Schedule

In order to promote student achievement the district must attract and retain highly qualified, highly motivated unit members. Therefore, Salaries and Fringe Benefits must keep pace with the economy, be competitive and compare favorably with comparable district salaries.

Increase all Pay Schedules and Stipends by 5.59%.

Counselor Salary Schedule shall include Anniversary steps beginning on the sixth (6) year of service and each five (5) years thereafter. Each anniversary increment shall be \$500

\$2000 annual stipend will be paid to unit members who hold a valid National Board Teacher Certification.

JROTC teachers shall be placed on the salary schedule based on comparable experience outside the district.

ARTICLE: DUE PROCESS PROCEDURES FOR SERIOUS MISCONDUCT

In order to promote and protect human dignity, due process rights and the well being of students and educators the TAWC proposes the following changes to Article 20.

All written reprimands and suspensions are subject to the grievance and arbitration procedures provided for in Article 20.

Include the following arbitrators:

Ron Hoh, Howard Block, Norman Brand and Richard Anthony

NEW: Teachers on Special Assignment (TSA)

Teachers on Special Assignment are seen as a valuable resource to the teachers and shall serve in positions for the purpose of program development, inservice training and teacher support. Therefore TAWC proposes the following language for inclusion into the CBA.

The District will consult with TAWC on new TSA positions prior to announcement.

All new TSA positions will be identified in a notice prepared and distributed by the District that includes responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with the contract transfer language with attention to experience and training identified in the notice.

A TSA shall be a permanent teacher selected by a six (6) member joint panel of which the Association shall appoint three (3) members.

All positions are year to year subject to the availability of funds.

Unit member will not serve for more than three consecutive years and shall have the right to return to a position at their previous location.

A TSA may not be appointed to an administrative position for the District for one (1) full year after serving as a TSA.

The workyear and workday shall remain consistent with collective bargaining agreement. Any additional days or hours shall be paid on a per diem rate.

TSA's are not to perform administrative functions or performance evaluations. Administrative functions are defined as supervision and evaluation of staff.

The purpose and duties of a TSA shall be to assist teachers by demonstration, observation, coaching, conferencing, recommending conferences or workshops, or referring them to other relevant activities.

All observations and summaries shall be confidential between the TSA and the unit member.