

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: **WISEBURN UNIFIED SCHOOL DISTRICT**
 Name of Bargaining Unit: **WISEBURN FACULTY ASSOCIATION**
 Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **July 1, 2025** and ending: **June 30, 2028**
 (date) (date)

The Governing Board will act upon this agreement on: **March 26, 2026**
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
			Year 1 Increase/(Decrease) 2025-26	Year 2 Increase/(Decrease) 2026-27	Year 3 Increase/(Decrease) 2027-28
1.	Salary Schedule Including Step and Column	\$ 13,552,414	\$ 338,810		
			2.50%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 173,684		
	Description of Other Compensation		one-time off- schedule, longevity, Master's stipend		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,047,532	\$ 106,664		
			3.50%	0.00%	0.00%
4.	Health/Welfare Plans	\$ 1,077,722	\$ 48,000		
			4.45%	0.00%	0.00%
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 17,677,669	\$ 667,158	\$ -	\$ -
			3.77%	0.00%	0.00%
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	133.60			
7.	Total Compensation Average Cost per Bargaining Unit Employee	\$ 132,318	\$ 4,994	\$ -	\$ -
			3.77%	0.00%	0.00%

Los Angeles County Office of Education
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PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

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Name of Bargaining Unit: WISEBURN FACULTY ASSOCIATION
Certificated, Classified, Other: Certificated

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(date) (date)

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Description of Other Compensation		one-time off- schedule, longevity, Master's stipend			
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,047,532	\$ 106,664			
		3.50%	0.00%	0.00%	
4. Health/Welfare Plans	\$ 1,077,722	\$ 48,000			
		4.45%	0.00%	0.00%	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 17,677,669	\$ 667,158	\$ -	\$ -	
		3.77%	0.00%	0.00%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	133.60				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 132,318	\$ 4,994	\$ -	\$ -	
		3.77%	0.00%	0.00%	

WISEBURN UNIFIED SCHOOL DISTRICT
WISEBURN FACULTY ASSOCIATION

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

Effective July 1, 2025, the Certificated Salary Schedule shall be increased by 2.5%

Unit members employed by the District as of April 1, 2026 shall receive a one-time off-schedule salary payment that is equivalent to one percent (1.0%) of the unit member's earned annual salary for the 2025-2026 school year.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

Effective July 1, 2026, unit members who have completed twenty-five (25) years of credited service in the District shall receive a yearly longevity bonus of \$1,000. Unit members with a Master's Degree shall receive an amount of \$800 per year.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

See TA for details.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

Effective January 1, 2026, the District contribution to employee benefits shall be \$10,000 per year. This amount shall be prorated for part-time employees.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Class size limits are updated. For combination classes in grades 4-5, Teachers will be provided a minimum of five (5) hours of additional aide time per week.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

See TA for details.

WISEBURN UNIFIED SCHOOL DISTRICT
WISEBURN FACULTY ASSOCIATION

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

This Agreement shall remain in effect from through June 30, 2025 through June 30, 2028, with reopeners for 2026-2027 on salary, health benefits, and two other Articles, excluding salary and health benefits, selected by each party, and for 2027-2028 on salary, health benefits, and two other Articles selected by each party.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

Catastrophic leave rules, stipend-eligible positions and extra duty assignments posting process, Site Safety Committee process, hazardous condition procedures, frequency of evaluation and teaching hours article are updated.

F. Source of Funding for Proposed Agreement:

1. Current Year

LCFF and fund balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

LCFF and fund balance.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

WISEBURN UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund
Bargaining Unit: WISEBURN FACULTY ASSOCIATION

Object Code		Column 1 Latest Board- Approved Budget Before Settlement (As of -----)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 29,337,888		\$ -	\$ 29,337,888
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 605,042		\$ -	\$ 605,042
Other Local Revenue	8600-8799	\$ 3,330,057		\$ -	\$ 3,330,057
TOTAL REVENUES		\$ 33,272,987		\$ -	\$ 33,272,987
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 12,041,346	\$ 399,669		\$ 12,441,015
Classified Salaries	2000-2999	\$ 3,492,965			\$ 3,492,965
Employee Benefits	3000-3999	\$ 5,156,919	\$ 119,481		\$ 5,276,400
Books and Supplies	4000-4999	\$ 763,056		\$ -	\$ 763,056
Services and Other Operating Expenditures	5000-5999	\$ 2,790,120		\$ -	\$ 2,790,120
Capital Outlay	6000-6999	\$ 25,228		\$ -	\$ 25,228
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 529,017		\$ -	\$ 529,017
Transfers of Indirect Costs	7300-7399	\$ (235,680)		\$ -	\$ (235,680)
TOTAL EXPENDITURES		\$ 24,562,971	\$ 519,150	\$ -	\$ 25,082,121
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 199,958	\$ -	\$ -	\$ 199,958
Contributions	8980-8999	\$ (9,535,465)	\$ (98,400)	\$ -	\$ (9,633,865)
OPERATING SURPLUS (DEFICIT)*		\$ (1,025,407)	\$ (617,550)	\$ -	\$ (1,642,957)
BEGINNING FUND BALANCE					
	9791	\$ 5,746,753			\$ 5,746,753
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 4,721,346	\$ (617,550)	\$ -	\$ 4,103,796
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 27,500	\$ -	\$ -	\$ 27,500
Restricted	9740				
Committed	9750-9760	\$ 500,000	\$ -	\$ -	\$ 500,000
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,377,590	\$ 20,015	\$ -	\$ 1,397,605
Unassigned/Unappropriated Amount	9790	\$ 2,816,256	\$ (637,565)	\$ -	\$ 2,178,691

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Business Advisory Services

Revised 07/23/2024

WISEBURN UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
Bargaining Unit: WISEBURN FACULTY ASSOCIATION

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of -----)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 1,065,177		\$ -	\$ 1,065,177
Other State Revenue 8300-8599	\$ 6,497,051		\$ -	\$ 6,497,051
Other Local Revenue 8600-8799	\$ 959,714		\$ -	\$ 959,714
TOTAL REVENUES	\$ 8,521,942		\$ -	\$ 8,521,942
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 5,606,987	\$ 112,826	\$ -	\$ 5,719,813
Classified Salaries 2000-2999	\$ 2,742,474	\$ -	\$ -	\$ 2,742,474
Employee Benefits 3000-3999	\$ 4,793,348	\$ 35,182	\$ -	\$ 4,828,530
Books and Supplies 4000-4999	\$ 1,500,921		\$ -	\$ 1,500,921
Services and Other Operating Expenditures 5000-5999	\$ 5,757,118		\$ -	\$ 5,757,118
Capital Outlay 6000-6999	\$ 178,331		\$ -	\$ 178,331
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 382,151		\$ -	\$ 382,151
Transfers of Indirect Costs 7300-7399	\$ 195,416		\$ -	\$ 195,416
TOTAL EXPENDITURES	\$ 21,156,746	\$ 148,008	\$ -	\$ 21,304,754
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 1,182,000	\$ -	\$ -	\$ 1,182,000
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 9,535,465	\$ 98,400	\$ -	\$ 9,633,865
OPERATING SURPLUS (DEFICIT)*	\$ (1,917,339)	\$ (49,608)	\$ -	\$ (1,966,947)
BEGINNING FUND BALANCE				
9791	\$ 5,130,668			\$ 5,130,668
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 3,213,329	\$ (49,608)	\$ -	\$ 3,163,720
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 3,213,329	\$ (49,608)	\$ -	\$ 3,163,720
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

WISEBURN UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund
Bargaining Unit: WISEBURN FACULTY ASSOCIATION

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of -----)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 29,337,888		\$ -	\$ 29,337,888
Federal Revenue 8100-8299	\$ 1,065,177		\$ -	\$ 1,065,177
Other State Revenue 8300-8599	\$ 7,102,093		\$ -	\$ 7,102,093
Other Local Revenue 8600-8799	\$ 4,289,771		\$ -	\$ 4,289,771
TOTAL REVENUES	\$ 41,794,929		\$ -	\$ 41,794,929
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 17,648,333	\$ 512,495	\$ -	\$ 18,160,828
Classified Salaries 2000-2999	\$ 6,235,439	\$ -	\$ -	\$ 6,235,439
Employee Benefits 3000-3999	\$ 9,950,267	\$ 154,663	\$ -	\$ 10,104,930
Books and Supplies 4000-4999	\$ 2,263,977		\$ -	\$ 2,263,977
Services and Other Operating Expenditures 5000-5999	\$ 8,547,238		\$ -	\$ 8,547,238
Capital Outlay 6000-6999	\$ 203,559		\$ -	\$ 203,559
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 911,168		\$ -	\$ 911,168
Transfers of Indirect Costs 7300-7399	\$ (40,264)		\$ -	\$ (40,264)
TOTAL EXPENDITURES	\$ 45,719,717	\$ 667,158	\$ -	\$ 46,386,875
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 1,182,000	\$ -	\$ -	\$ 1,182,000
Transfers Out and Other Uses 7600-7699	\$ 199,958	\$ -	\$ -	\$ 199,958
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,942,746)	\$ (667,158)	\$ -	\$ (3,609,904)
BEGINNING FUND BALANCE				
9791	\$ 10,877,420			\$ 10,877,420
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 7,934,674	\$ (667,158)	\$ -	\$ 7,267,516
COMPONENTS OF ENDING FUND				
Nonspendable 9711-9719	\$ 27,500	\$ -	\$ -	\$ 27,500
Restricted 9740	\$ 3,213,329	\$ (49,608)	\$ -	\$ 3,163,720
Committed 9750-9760	\$ 500,000	\$ -	\$ -	\$ 500,000
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,377,590	\$ 20,015	\$ -	\$ 1,397,605
Unassigned/Unappropriated Amount 9790	\$ 2,816,255	\$ (637,565)	\$ -	\$ 2,178,691

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Business Advisory Services

Revised 07/23/2024

WISEBURN UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP
WISEBURN FACULTY ASSOCIATION

Bargaining Unit:

		2025-26	2026-27	2027-28
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
Object Code				
REVENUES				
LCFF Revenue	8010-8099	\$ 29,337,888	\$ 29,942,823	\$ 30,766,257
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 605,042	\$ 609,472	\$ 614,640
Other Local Revenue	8600-8799	\$ 3,330,057	\$ 3,321,920	\$ 3,324,245
TOTAL REVENUES		\$ 33,272,987	\$ 33,874,215	\$ 34,705,142
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 12,441,015	\$ 12,556,624	\$ 12,527,618
Classified Salaries	2000-2999	\$ 3,492,965	\$ 3,552,895	\$ 3,588,424
Employee Benefits	3000-3999	\$ 5,276,400	\$ 5,307,620	\$ 5,677,645
Books and Supplies	4000-4999	\$ 763,056	\$ 763,166	\$ 763,275
Services and Other Operating Expenditures	5000-5999	\$ 2,790,120	\$ 2,845,076	\$ 2,649,990
Capital Outlay	6000-6999	\$ 25,228	\$ 25,228	\$ 25,228
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 529,017	\$ 630,906	\$ 630,906
Transfers of Indirect Costs	7300-7399	\$ (235,680)	\$ (222,647)	\$ (195,580)
Other Adjustments				\$ -
TOTAL EXPENDITURES		\$ 25,082,121	\$ 25,458,867	\$ 25,667,507
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 505,000
Transfers Out and Other Uses	7600-7699	\$ 199,958	\$ 199,958	\$ 199,958
Contributions	8980-8999	\$ (9,633,865)	\$ (9,637,975)	\$ (10,151,474)
OPERATING SURPLUS (DEFICIT)*		\$ (1,642,957)	\$ (1,422,584)	\$ (808,797)
BEGINNING FUND BALANCE	9791	\$ 5,746,753	\$ 4,103,796	\$ 2,681,212
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 4,103,796	\$ 2,681,212	\$ 1,872,414
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 27,500	\$ 27,500	\$ 27,500
Restricted	9740			
Committed	9750-9760	\$ 500,000	\$ 500,000	\$ 500,000
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 1,397,605	\$ 1,347,580	\$ 1,343,716
Unassigned/Unappropriated Amount	9790	\$ 2,178,691	\$ 806,131	\$ 1,198

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Los Angeles County Office of Education
Business Advisory Services
Revised 07/23/2024

WISEBURN UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bargaining Unit: **Restricted General Fund MYP**
WISEBURN FACULTY ASSOCIATION

Object Code	2025-26	2026-27	2027-28
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 1,065,177	\$ 1,044,949	\$ 1,044,949
Other State Revenue 8300-8599	\$ 6,497,051	\$ 5,702,764	\$ 5,803,373
Other Local Revenue 8600-8799	\$ 959,714	\$ 1,049,714	\$ 1,049,714
TOTAL REVENUES	\$ 8,521,942	\$ 7,797,427	\$ 7,898,036
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 5,719,813	\$ 5,453,642	\$ 5,313,565
Classified Salaries 2000-2999	\$ 2,742,474	\$ 2,717,704	\$ 2,739,001
Employee Benefits 3000-3999	\$ 4,828,530	\$ 4,717,636	\$ 4,286,161
Books and Supplies 4000-4999	\$ 1,500,921	\$ 677,249	\$ 694,392
Services and Other Operating Expenditures 5000-5999	\$ 5,757,118	\$ 5,128,335	\$ 5,351,067
Capital Outlay 6000-6999	\$ 178,331	\$ 1,426	\$ 1,426
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 382,151	\$ 382,151	\$ 382,151
Transfers of Indirect Costs 7300-7399	\$ 195,416	\$ 182,383	\$ 155,316
Other Adjustments	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 21,304,754	\$ 19,260,525	\$ 18,923,079
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 1,182,000	\$ 1,000,000	\$ 1,000,000
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 9,633,865	\$ 9,637,975	\$ 10,151,474
OPERATING SURPLUS (DEFICIT)*	\$ (1,966,947)	\$ (825,123)	\$ 126,432
BEGINNING FUND BALANCE			
9791	\$ 5,130,668	\$ 3,163,720	\$ 2,338,597
Audit Adjustments/Other Restatements 9793/9795	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 3,163,720	\$ 2,338,597	\$ 2,465,029
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 3,163,720	\$ 2,388,206	\$ 2,514,638
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (49,608)	\$ (49,608)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Los Angeles County Office of Education

Business Advisory Services

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WISEBURN UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
WISEBURN FACULTY ASSOCIATION

Bargaining Unit:

Object Code			
	2025-26	2026-27	2027-28
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 29,337,888	\$ 29,942,823	\$ 30,766,257
Federal Revenue 8100-8299	\$ 1,065,177	\$ 1,044,949	\$ 1,044,949
Other State Revenue 8300-8599	\$ 7,102,093	\$ 6,312,236	\$ 6,418,013
Other Local Revenue 8600-8799	\$ 4,289,771	\$ 4,371,634	\$ 4,373,959
TOTAL REVENUES	\$ 41,794,929	\$ 41,671,643	\$ 42,603,178
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 18,160,828	\$ 18,010,266	\$ 17,841,183
Classified Salaries 2000-2999	\$ 6,235,439	\$ 6,270,599	\$ 6,327,424
Employee Benefits 3000-3999	\$ 10,104,930	\$ 10,025,255	\$ 9,963,807
Books and Supplies 4000-4999	\$ 2,263,977	\$ 1,440,415	\$ 1,457,667
Services and Other Operating Expenditures 5000-5999	\$ 8,547,238	\$ 7,973,410	\$ 8,001,057
Capital Outlay 6000-6999	\$ 203,559	\$ 26,654	\$ 26,654
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 911,168	\$ 1,013,057	\$ 1,013,057
Transfers of Indirect Costs 7300-7399	\$ (40,264)	\$ (40,264)	\$ (40,264)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 46,386,875	\$ 44,719,392	\$ 44,590,586
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 1,182,000	\$ 1,000,000	\$ 1,505,000
Transfers Out and Other Uses 7600-7699	\$ 199,958	\$ 199,958	\$ 199,958
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (3,609,904)	\$ (2,247,707)	\$ (682,365)
BEGINNING FUND BALANCE			
9791	\$ 10,877,420	\$ 7,267,516	\$ 5,019,809
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,267,516	\$ 5,019,809	\$ 4,337,443
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 27,500	\$ 27,500	\$ 27,500
Restricted 9740	\$ 3,163,720	\$ 2,388,206	\$ 2,514,638
Committed 9750-9760	\$ 500,000	\$ 500,000	\$ 500,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 1,397,605	\$ 1,347,580	\$ 1,343,716
Unassigned/Unappropriated Amount 9790	\$ 2,178,691	\$ 756,523	\$ (48,411)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Los Angeles County Office of Education
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WISEBURN UNIFIED SCHOOL DISTRICT
WISEBURN FACULTY ASSOCIATION

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**1. State Reserve Standard**

	2025-26	2026-27	2027-28
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 46,586,833	\$ 44,919,350	\$ 44,790,544
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 46,586,833	\$ 44,919,350	\$ 44,790,544
d. State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,397,605	\$ 1,347,580	\$ 1,343,716

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,397,605	\$ 1,347,580	\$ 1,343,716
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 2,178,691	\$ 806,131	\$ 1,198
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 3,576,296	\$ 2,153,712	\$ 1,344,914
f. Reserve for Economic Uncertainties Percentage	7.68%	4.79%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2025-26

Yes

☒

No

☐

2026-27

Yes

☒

No

☐

2027-28

Yes

☒

No

☐**4. If no, how do you plan to restore your reserves?**

WISEBURN UNIFIED SCHOOL DISTRICT
WISEBURN FACULTY ASSOCIATION

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	667,158
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	(667,158)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	(667,158)

Variance \$ (0)

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (2,942,746)	(6.4%)	Sp Ed cost increase
Current FY Surplus/(Deficit) after settlement(s)?	\$ (3,609,904)	(7.7%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (2,247,707)	(5.0%)	CPI, step increases, lack of one-time funds
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (682,365)	(1.5%)	CPI, step increases, lack of one-time funds

Deficit Reduction Plan (as necessary):

A \$505k transfer from fund 17 to fund 01 is budgeted in 27-28 FY. Reducing/collapsing a class at Del Aire, which will result in the reduction of 1 certificated teacher in 26-27, 2 teachers in 27-28.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Wiseburn Unified District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2025 to June 30, 2028.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	667,158
\$	(667,158)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	505,000
\$	1,364,489
\$	(859,489)

Budget Revisions

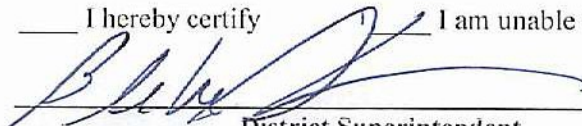
If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☐ I hereby certify ☒ I am unable to certify



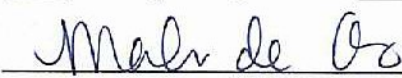
District Superintendent

(Signature)



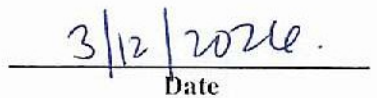
Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official

(Signature)



Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

WISEBURN UNIFIED SCHOOL DISTRICT
WISEBURN FACULTY ASSOCIATION

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The Second Interim (SI) budget assumptions are used as the basis of the budget.

The assumptions in the LACOE Second Interim Considerations bulletin are incorporated into the district's Second Interim expenditure and revenue projections. See SI narrative for additional details.

MYP assumptions include:

Reducing/collapsing a class at Del Aire, which will result in the reduction of 1 certificated teacher in 26-27, 2 teachers in 27-28

Adding TOSA to 26-27 FY, not in 27-28 FY.

Concerns regarding affordability of agreement in subsequent years (if any):

A \$505k transfer from fund 17 to fund 01 is budgeted in 27-28 FY.

K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Wiseburn Unified District

District Name

District Superintendent
(Signature)

Date

Marilu De Arcos
Contact Person

(310) 725-2101
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on March 26, 2026 , took action to approve the proposed agreement with the Wiseburn Faculty Association Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

TENTATIVE AGREEMENT BETWEEN
WISEBURN UNIFIED SCHOOL DISTRICT
AND WISEBURN FACULTY ASSOCIATION
2025-2028 SUCCESSOR CONTRACT NEGOTIATIONS

ARTICLE 1: AGREEMENT

Agreement Between
WISEBURN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES
and WISEBURN FACULTY ASSOCIATION

This Agreement is made and entered into September 29, 2014 by and between the BOARD OF TRUSTEES OF THE WISEBURN UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District” and the WISEBURN FACULTY ASSOCIATION, a Chapter of CTA and NEA, hereinafter referred to as “Association.”

ARTICLE 1: AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the District and the Association. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, procedures, past Agreements, and over state laws to the extent permitted by those laws.

1.2 This Agreement is entered into pursuant to Division 4, Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California. If any provision of this Agreement is, or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

1.3 This Agreement shall remain in effect from July 1, 2022 through June 30, 2025 July 1, 2025 through June 30, 2028, with reopeners for 2022-2023 2026-2027 on salary, health benefits, and two other Articles, excluding salary and health benefits, selected by each party, and for 2023-2024 2027-2028 on salary, health benefits, and two other Articles selected by each party.

ARTICLE 6: CLASS SIZE

6.1 Class Size Limits

6.1.1 Transitional Kindergarten (TK) class sizes and staffing ratios shall comply with all relevant California laws.

6.1.2 In grades K-3, grade span averages at each site shall not exceed 24.5

6.1.3 In grades 4-5, the class size shall be thirty (30) students.

6.1.3.1 For ~~combination~~ classes in grades 4-5, the class size shall be twenty-five (25) students, and the teacher shall be provided a minimum of five (5) hours of additional aide time per week.

6.1.4 In grades 6-8 in core academic classes, the class size shall be thirty-two (32) students. In grades 6-8 in Pod and elective courses (other than visual and performing arts), the class size shall be thirty-five (35) students.

No class shall exceed the above limits by more than four (4) students at any time.

6.1.5 In physical education classes in grades 6-8, each teacher shall have an average class roster not to exceed fifty-five (55) students. No individual physical education class shall exceed 59 students.

6.1.6 The class size for Special Day Classes (SDC) shall not exceed twelve (12) students. ~~**Pursuant to Education Code section 56364.3, on or before July 1, 2027, the Superintendent of Public Instruction shall recommend a maximum adult-to-pupil staffing ratio for special day classes. If the recommendation is different than 12, the District shall comply with the Superintendent of Public Instruction's recommendation.~~

6.2 Compensation for Exceeding Class Size Limits

~~When the enrollment of student(s) results in exceeding the class size limit by up to four (4) students, the teacher shall receive a payment. The following limits will apply for computing financial payments for classes exceeding limits listed in 6.2 (below). This provision excludes elementary P.E.. This provision does include Special Education (i.e. SDC students) when I.E.P. requires when the student's I.E.P. requires mainstreaming of pupils into the general education classroom for at least one half of the instructional day at a minimum of 4 days per week.~~

Excluding the first (3) three weeks of the calendared school year, for any school month the limit is exceeded for five (5) or more consecutive days in a school month, payments will be made to teachers with students above established limits as follows:

6.2.1 In grades K-3, teachers with a class size over twenty-six (26) shall receive \$225 per student over the limit per month.

6.2.2 In grades 4-5, teachers with a class size over thirty (30) shall receive \$225 per student over the limit per month.

6.2.3 In core academic classes in grades 6-8, teachers with a class size over thirty two (32) shall receive \$60 per student per period per month for each student over the limit.

6.2.4 In Pod and elective courses (other than visual and performing arts) in grades 6-8, teachers with a class size over thirty-five (35) shall receive \$60 per student per period per month for each student over the limit.

6.2.5 In physical education classes in grades 6-8, if a teacher's average class size exceeds fifty-five (55) by up to 1 student, they shall receive \$60 per period per month. If their class size average exceeds fifty-five by more than 1 student, the teacher shall receive \$80 per period per month.

The above payments will not apply if a unit member requests to exceed the class size limit during a class or period in order to reduce the class size limit in another class or period.

Payments will be made (2) two times per year, March 1st and July 1st.

6.3 Caseload limits

Special Education caseloads shall not exceed the following:

Resource Specialist Program (RSP): 28. The District may exceed this caseload limit by up to four (4) students only if a RSP teacher signs a waiver and agrees to increase their student caseload from 28 to not more than 32 students. The teacher agreeing to exceed the caseload limit is voluntary and there shall be no negative action taken against the teacher if they decide not to sign the waiver.

Speech and Language Pathologists (SLP): SLP caseloads shall comply with all relevant California laws, including Education Code sections 56441.7 and 56363.3, as follows:

The maximum caseload for a SLP providing services to students between 3 to 5 years old shall be forty (40) students. The district average caseload for a SLP providing services to students older than 5 years old shall be fifty-five (55) students.

~~6.3~~ **6.4** When constructing classes for the next year, the site administrator and the unit members shall consider students' individual characteristics and the number of ELL, RSP, GATE, and mainstreamed students at each grade level.

~~6.4~~ **6.5** The above stated guidelines are subject to modification for the following purposes:

~~6.4.1 Large group instruction, including but not limited to physical education and music.~~

~~6.4.2~~ **6.5.1** Distribution of pupils by attendance areas and other mutually agreed valid reasons.

~~6.4.3~~ **6.5.2** Financial feasibility and availability of facilities

ARTICLE 7: TRANSFERS

7.1 Definition

7.1.1 A transfer is a change of assignment from one school to another, or within a school. A transfer may or may not involve a change of subject area or grade level.

7.1.2 For purposes of this Article, educationally related needs of the District are defined as: (a) School staff compatibility and balance of talents, interests and capabilities; (b) Past performance of teachers based on evaluations; (c) Anticipated effect of the transfer on teacher(s) and/or program.

7.2 Posting of Vacancies

7.2.1 Unit position vacancies, (existing positions, promotional positions, and/or new positions) as they occur during the current school year shall be posted in all schools, the District Office, and shall be sent to the Association.

7.2.2 All notices of vacancy shall include: (a) Closing date for receipt of application which shall be not less than five (5) days after notices are distributed for posting; (b) Site location of vacancy, if known; (c) Grade level and/or subject area, if known; (d) Credential requirement and/or job description; (e) Length of assignment.

7.2.3 Vacancies which affect the next school year shall be announced by posting a notice of vacancy in all schools, the District Office, and sent to the Association no later than May 15. As they occur, subsequent vacancies for the next school year shall be posted until the last calendar work day for unit members.

~~7.2.4 If a unit member wishes to be notified of vacancies which occur during the summer months, the unit member shall provide the Superintendent's Office with a written request for notification of vacancies, which shall be mailed to: a specified address 201 N Douglas St, El Segundo, CA 90245. Attn: Human Resources. Subject: request for notification of vacancies.~~

~~7.2.5~~ 7.2.4 Unit members facing reassignment because of position reductions may apply on or before May 15 to ~~either~~ their principal for openings within their present school. If successful in filling one of these openings, there shall be no announced vacancy and the person filling the position shall be considered as a voluntary transfer.

7.3 Voluntary Transfers

7.3.1 Unit members shall have the opportunity to request a voluntary transfer by submitting a "Request for Transfer" form to the Superintendent or designee at any time. The District shall maintain a voluntary transfer list of all unit members who have requested a voluntary transfer, and the voluntary transfer list is valid from March 1 of the current year through February 28 of the next year. To be considered for a voluntary transfer, unit members must have submitted a "Request for Transfer" form no later than five (5) days after the notice of vacancy has been posted. 13 (a) Effective July 1, 2006, a unit member will be allotted up to a maximum of \$500 for instructional materials and/or supplies when voluntarily changing grade levels or schools. This includes the first year of "looping" but no subsequent years (e.g. each unit member involved in a "loop" will receive a total of \$500). The total amount of money allotted for these voluntary transfers shall not exceed \$3,500 district-wide in one school year for voluntary and involuntary transfers. Should more than 7 voluntary transfers be approved the \$3,500 will be divided evenly among the unit members. Share assignment unit members shall be considered one teaching unit and eligible for up to the maximum of \$500 (\$250 each) or a prorated amount. A unit member will be extended up to (3) days of release time to observe classes/operations if needed, not to exceed a district-wide total of \$1,500 per year for voluntary and involuntary transfers.

7.3.2 Following the fifth (5th) day of posting the announcement of a vacancy that occurs during the school year, the District may proceed with filling the position.

7.3.3 In the event that the request is made for a transfer to take effect at the beginning of the next school year, tentative notification shall be given to the unit members as soon as administratively possible but no later than September 1 the day before the start of a school year unless there are extenuating circumstances.

7.3.4 In selecting voluntary transfer applicants to fill a vacancy, the District shall consider the following criteria: (a) Appropriate credential (b) Evidence of instructional effectiveness as reflected in satisfactory performance evaluations (c) Recent experience in the vacancy assignment and/or related professional development (d) Ratings by interview committee which includes appropriate grade level or department members if available (e) Educationally related needs of the District. If the above factors are equal for multiple candidates, seniority in the school district shall prevail.

~~7.3.4.2 If a voluntary transfer candidate is not selected for a position, the District and/or administrator will provide a written notification, upon the unit member's request, that explicitly states the decision-making process within ten (10) business days of receiving the non-selection. This reasoning must include the following:~~

- ~~● Identified Strengths and Weaknesses: A review of the candidate's qualifications, highlighting the strengths that were recognized during the process and areas that may have been less competitive compared to the selected candidate pool.~~
- ~~● Evaluation Factors: An explanation of the specific, job-related criteria used to evaluate the candidate pool, including an honest assessment of how the candidate measured against those criteria.~~
- ~~● Steps for further professional development to meet criteria not met for future openings including a structured professional development plan.~~

7.3.5 Voluntary transfer requests shall be given priority consideration over involuntary transfers except in the following cases: (a) Such action would result in the layoff of another unit member. (b) Such action would prevent the District from attending to the educationally related needs of the District.

7.3.6 If a voluntary transfer request for which there was a vacancy is denied, the unit member, upon request, shall be provided in writing with the reasons for the denial, including how the candidate ranked according to the criteria in Section 7.3.4. The District may request information from the unit members who participated in the interview committee to respond to the unit member's request for the reasons for the denial.

7.3.7 When a voluntary transfer occurs during the school year the unit member may have up to three (3) days release time for observation and preparation.

7.4 Involuntary Transfer

7.4.1 No unit member shall be involuntarily transferred if there is another unit member with less District-wide seniority, who is credentialed to fill the vacancy unless it can be demonstrated that such a transfer is based on the educationally related needs of the District. (a) Effective July 1, 2006, a unit member will be allotted up to a maximum of \$500 for instructional materials and/or supplies when involuntarily changing grade levels or schools. The total amount of money allotted for these involuntary transfers shall not exceed \$3,500 district wide in one school year for involuntary and voluntary transfers. Should more than 7 voluntary transfers be approved the \$3,500 will be divided evenly among the unit members. Share assignment unit members shall be considered one teaching unit and eligible for up to the maximum of \$500 (\$250 each) or a prorated amount.

7.4.2 A properly credentialed unit member who faces involuntary transfer due to elimination of his/her position and who has District-wide seniority over other unit members within that school, may by reason of that seniority be entitled to remain at that school, and the unit member who is lowest in seniority shall be transferred to another open position in the District. If the person at that school who is lowest in District-wide seniority has been involuntarily transferred within the past three (3) years, the next in line according to seniority shall be transferred. The same procedure would follow with involuntary grade level transfers at the same school. Unit members involuntarily transferred to another grade level within the last three (3) years may stay at that grade level and the person next in line according to seniority shall have to transfer.

7.4.3 Unit members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies available at that time. The District shall take action on such requests basing the decision on (listing does not imply any priority order):

- (a) Appropriate credential
- (b) Seniority
- (c) Educationally related needs of the District
- (d) Order of selection:
 - 1. Unit members currently employed
 - 2. Unit members on leave
 - 3. Temporary unit members

7.4.4 Within five (5) working days after the decision has been made a unit member who is to be involuntarily transferred, shall, upon request, be notified in writing and the reasons for the transfer stated. When an involuntary transfer occurs during the school year, the unit member may have up to five (5) days release time, not to exceed a district wide total of \$1,500 per year for involuntary and voluntary transfers, for observation and

preparation. Release time shall be granted only after the unit member's plans have been approved by the principal.

7.5 Miscellaneous

7.5.1 The District agrees to assist the unit member in moving all materials to the new work location regardless of what time of year the transfer occurs.

7.5.2 Unit members shall be notified in writing before the close of the school year of their tentative assignments and work location for the coming year. If tentative teaching assignments are changed during the summer, unit members shall be notified by phone or mail addressed to the unit member's current mailing address on file with the District.

7.5.3 If a combination class is necessary which eliminates a position, the unit members involved, along with the site administrator, shall attempt to resolve the assignment. Failing to do so the choice to accept or deny the assignment is determined by seniority unless the educational needs of the District shall be impaired. The remaining (unassigned) unit members shall be subject to the provisions of Section 7.4 (Involuntary Transfer). If a combination class is eliminated and there is an opening for either grade level served by that combination class, the unit member from the combination class shall have first choice at filling the position(s).

7.6 Opening a New School

7.6.1 In the event a school is opened in the District, the following priority steps will be followed in staffing the classroom:

1. Teachers in grade levels transferred
2. Volunteer transfers
3. New teachers
4. Involuntary transfers (see Section 7.4)

ARTICLE 8: SUMMER EMPLOYMENT

8.1 Unit members shall be given a copy of the proposed summer employment opportunities by April 15 of each school year.

8.2 Unit members selected for summer employment shall be notified of the assignment by June 1 of each school year.

8.3 Unit members working during the summer shall be paid an hourly rate as provided on the teacher salary schedule.

8.4 Unit members shall receive one (1) paid day for summer school preparation.

8.5 If more applications are received for summer employment than positions available, applicants shall be selected on a seniority basis provided all other factors, as identified and determined by the District, are equal:

1. Teacher must have available a wide variety of reference materials that speak to that grade level.

2. Teacher to have grade specific experience.

3. Teacher to have appropriate credential for summer school position, e.g., teacher must have special education credential to teach ESY.

34. Teacher to have classroom management and discipline strategies.

45. If a teacher applies for, but does not get a summer session position, the selection panel must provide feedback to that teacher as to why someone else was selected. This would allow the teacher to improve and/or enhance future proposals.

Article 9: ~~OUTDOOR EDUCATION~~ ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

~~For the 2011-12 school year, the District will provide up to two (2) hours of release time for non sixth grade unit members attending outdoor education camp to prepare substitute lesson plans. Release time provided by a roving substitute teacher.~~

~~9.1 Release Day to prepare for Outdoor School Camp will not be offered unless Wiseburn teachers are camp instructors.~~

~~9.2 A unit member assigned to outdoor education may exchange positions with another unit member volunteer in the event it is necessary to provide care for a member of the immediate family.~~

~~9.3 Unit members are not required to be at the outdoor education site after 4:00 p.m. or before 8:00 a.m.~~

~~9.4 If the District provides transportation, unit members may choose to use their own transportation to the outdoor education site.~~

~~9.5 If the District does not provide transportation, the unit member shall be compensated for mileage.~~

The parties recognize that the potential effects of the Elementary and Secondary Education Act (ESEA) may have far reaching impacts on wages, hours, terms and conditions of employment that are within the scope of representation as defined in California Government Code Section 3543.2. The parties agree to meet and negotiate to the extent required by law should changes in any of the above be necessary in order to remain in compliance with ESEA. In addition, the parties agree to consult on all communications with general public regarding bargaining unit members' degrees, credentialing, qualifications, and the definitions of educational objectives and curriculum. Public disclosures under the Act shall be made in accordance with the law.

ARTICLE 10: DUTIES AND RESPONSIBILITIES

10.1 In addition to instructional responsibilities, unit members are required to perform necessary professional adjunct duties. These duties may include, but are not limited to, lesson planning, maintaining updated homework posting on website (~~Dana~~ **Wiseburn** Middle School), program development, record keeping, instructional materials preparation, student supervision including yard duty, test preparation, paper grading, report card preparation (completed report cards/progress reports will be due three (3) workdays after the end of the reporting period as noted on the school calendar), use of PowerSchool student information system (if appropriate), parent conferences, use of voicemail telephone system (if available), checking e-mail daily and responding to emails within 48 hours on work days (excludes weekends), **Independent Study Contracts** provide input on evaluation of aides to their classroom, attendance and participation in **new** teacher orientation, **group** conferences, Back To School Night, and Open House activities.

Grading Practices and Ongoing Communication of Grades: Teachers are required to regularly update grades and provide timely feedback to parents and students, with a goal of improving learning for all students.

- a. Student work, including classroom assignments, quizzes, and tests will be graded and recorded within six (6) working days.
- b. For more in-depth assignments, such as research papers, the timeline for grading and recording may be extended to no more than eleven (11) working days (the actual due dates **does do** not count as one of those days) and this extended timeline will be communicated in advance to administration, parents, and students.

~~10.1.1 Teachers must receive at least a five (5) day notice prior to initiation of an Independent Study Contract.~~

~~10.1.2 Independent Study Contracts shall be at least five (5) days in duration.~~

10.2 A unit member shall not permit a pupil to leave school without authorization from the principal (or designee).

10.3 Unit members shall be responsible for becoming informed as to the goals, objectives, instructional policies and methods of the District and shall be responsible for their implementation.

10.4 A unit member is responsible for the development of standards of behavior in school ~~not~~ ~~in~~consistent with the policies of the District and require reasonable adherence to them.

10.5 Unit members shall not act as an employee for any vendor doing business with the District.

10.6 Unit members may tutor pupils at their same grade level and/or school.

10.6.1 Unit members may not tutor pupils enrolled in their own classroom or homeroom for additional compensation.

10.6.2 Unit members may not use District facilities for tutoring for additional compensation

10.7 Unit members shall be responsible for the economic and careful use of supplies, books and equipment.

10.8 Unit members shall not distribute, nor allow to be distributed in the classroom, any propaganda or material of a partisan nature, nor allow the solicitation of memberships or donations of any nature unless approved by the Board (PTA notices or bulletins excepted).

10.9 Unit members are required to follow, as they apply, rules and regulations and other policies adopted by the Board, as well as any rules and regulations established by the Superintendent or the building principal not inconsistent with the regulations of the Board, the County Board of Education, the State Board of Education, Title V of the California Administrative Code, the Education Code, and this Agreement.

ARTICLE 11: LEAVES

~~Each unit member employed during the 2010-11 school year shall be credited with three (3) paid release days. Unit members working 50% or less will receive pro-rated paid release days. Only one paid release day may be used in any given school year.~~

Effective 2011-12 and subsequent school years, for each school year that the teacher work year is 178 days, unit members shall be credited with one paid release day. Only one paid release day may be used in any given year.

Effective beginning the 2021-22 school year, leaves shall not include Shared Assignments described in Article 16.

11.0 The following requirements shall apply for leaves granted in this Article (for pregnancy, disability, child bonding/rearing leave see Article 11.4):

11.0.1 Request for unpaid leave of absence shall be presented in writing to the Superintendent within thirty (30) calendar days of submission.

11.0.2 Leaves may not exceed twelve (12) months, except as required by law. A specific timeline and nature of the leave shall be stated. Requests are to be submitted to the Human Resources Office.

11.0.3 Unit members on a paid leave of absence shall have the same District paid health and welfare benefits provided other unit members.

11.0.4 Unit members on an unpaid leave of absence shall have their health and welfare benefits paid by the District only for the month the leave begins unless FMLA applies (see 15.1.3). Unit members may continue health and welfare benefits beyond the first month (subject to approval by carrier) by making payment to the District, in advance, the appropriate monthly premium amounts for the period of the leave. Unit members on unpaid leaves shall notify the District of their intentions (return, resign, renew leaves) for the following school year by March 1st .

11.0.5 A unit member who begins a leave, paid or unpaid, after the beginning of a school year in September may return to their same position at the conclusion of that leave, including any subsequent leave, not to exceed a total of twenty four (24) months. If the unit member returns mid year, the assignment to their previous position shall be effective beginning the next school year.

11.0.6 Within 30 calendar days of receipt (as per Article 11.0.1), the Board of Trustees shall make a determination of the request for unpaid leave of absence.

11.0.7 Unit members who are denied their application for unpaid leave may request written rationale. Members may appeal the denial directly to the Board in closed session within thirty (30) days.

11.1 Accident and Sick Leave

11.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay each school year for personal illness or injury. Unit members who work less than full-time are entitled to an equivalent prorated leave.

11.1.2 If a unit member does not utilize the full amount of leave as authorized in Section 11.1.1 in any school year, the amount not utilized shall be accumulated **as sick or injury leave** from year to year.

11.1.3 After three (3) consecutive absences or the District has reason to believe that there is an abuse of leave, misuse of leave, or a pattern of absences or excessive absences, unit members who have been absent due to illness or accident may be required by the District to submit a signed statement from their physician or qualified professional stating the medical need and that the employees are capable of returning to their normal duties.

11.1.4 A unit member who is absent for less than half a day shall not have any deduction made from available leave. A member who is absent for half of a day shall have one-half day deducted from available leave. A member whose absence exceeds more than a half day shall have a full day deducted from available leave. **For purposes of this article, half a day is equal to 3 hours and 30 minutes for WFA unit members.** Prior approval must be obtained from site administrator or designee.

11.1.5 Unit members who leave during the year and have used more sick leave than earned; the amount used but not earned shall be deducted from their final warrant.

11.1.6 Pursuant to Education Code sec. 44977, after all accumulated leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave; or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all current and accumulated full paid sick leave has been exhausted. Unit members shall not be entitled to more than one five (5) month period per illness or injury. However, if a school year

terminates before the five (5) month period for the same illness is exhausted, the unit member may take the balance of the five months during the subsequent school year.

11.2 Personal Necessity Leave Using Sick Leave

11.2.1 Unit members may utilize up to ten (10) days leave of absence annually for personal necessity. Such leave shall be deducted from the unit member's ~~accumulated~~ 11.1.1 and 11.1.2 sick leave, and shall not accumulate from year to year for the purposes of personal necessity. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could be reasonably be scheduled outside of working hours.

11.2.2 The term "personal necessity" for purposes of this Article is limited to the following:

- (a) A court appearance of the unit member as a witness, defendant or litigant.
- (b) Attendance at the funeral of a close relative or friend or a death in a unit member's immediate family when the number of days requested exceeds the number provided in the Bereavement Leave.
- (c) Accident involving the unit member's person or property or the person or property of an immediate family member and of such emergency nature as to require the attention and presence of the unit member during the normal working day.
- (d) Illness of a member of the immediate family requiring professional treatment or hospitalization, or of such an emergency nature as to require the presence and attention of the employee during the working day.
- (e) Personal presence of the non birthing parent at the time of birth of a child or when birth is imminent.
- (f) Unforeseen circumstances involving transportation or storm conditions that prevent the unit member from traveling to and from work.
- (g) For purposes of seeking other employment, if the unit member has received notice of layoff.
- (h) Any other personal necessity which is an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy, or as a pressing necessity or exigency which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during regular assigned hours of service, such as life events (including, but not limited to, e.g., weddings, reunions, graduations, and award ceremonies), observances or services involving the employee or a member of the immediate family; personal business which cannot be conducted outside the hours of school duty; dental or medical appointments of more than a routine nature; birth in the immediate family; and other reasons which may fall into the same category.

11.2.3 Such leave shall be granted to each unit member subject to the conditions set forth in Sections 11.2.2(a) through 11.2.2(h) upon application to the unit member's site administrator at least two (2) days before taking the requested leave, except in cases of emergency. Unit members are not required to disclose specific details relating to the need for a personal necessity leave day beyond affirming that the requested leave falls into a permissible category/reason and acknowledge that abuse of personal necessity leave could subject the unit member to disciplinary action and/or unpaid leave of absence. If the District has reason to believe that there is an abuse of personal necessity leave, the District may require supporting documentation from the unit member regarding the validity of their personal necessity leave. The unit member shall be required to report the absence through the District's absence system and specify the purpose listed under Section 11.2.2.

11.2.4 Unit members who have a request for personal necessity leave denied may request a written rationale from District management.

11.3 Bereavement Leave

11.3.1 Each unit member shall be entitled to five (5) days bereavement leave with full pay when such absence is caused by death of a member of their immediate family.

11.3.2 For purposes of this Section the term "immediate family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, grandson, granddaughter, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, any person living in the household of the unit member, and an individual to be named on a yearly basis on the District Optional Person Bereavement Leave Selection Form.

11.3.3 No deductions shall be made from the salary of a unit member granted such leave, nor shall leave be deducted from other leaves granted by the District.

11.3.4 The Superintendent (or designee) may grant additional leave up to five (5) days should circumstances warrant it.

11.4 Pregnancy Disability, Child Bonding/Rearing Leave

11.4.1 Effective January 1, 2017, as provided by Education Code Section 44977.5 employees shall be entitled to paid parental leave as set forth in this section.

- a. For purposes of this section, “parental leave” shall be defined as leave for reason of birth of an employee’s child, or the placement of a child with the employee for adoption or foster care.
- b. Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) weeks.
- c. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family 23 Rights Act (CFRA: Government Code Section 12945.2), he or she shall be entitled to sub pay differential (SPR) pay for any of the remaining twelve (12) workweek period. The employee shall receive no less than 50% of their regular salary. Such SPR pay shall be paid as set forth in section 11.1.6 but shall not count against the leave entitlement set forth in that section.
- d. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- e. Employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- f. Unless there are extenuating circumstances, the employee must give the District at least 30 days’ advance written notice of their intention to use parental leave and the anticipated dates of leave.
- g. Parental leave must be used within twelve (12) months following the birth or placement of the child. Parental leave must be taken in increments of at least two (2) weeks’ duration; however, the employee may take parental leave in increments of less than two (2) weeks on up to two (2) occasions.
- h. A child rearing leave may be granted for the remainder of the school year in which it is requested and for the following school year.

11.4.2 A unit member who is a natural or adopting parent may be granted an unpaid leave of absence, at the discretion of the Board, for the purpose of rearing their child.

11.5 Industrial Accident and Illness Leave

11.5.1 Unit members shall be entitled to industrial accident or illness leave according to the provisions of the California Education Code for personal injury or illness which has qualified for workers’ compensation under the provisions of the workers’ compensation insurance carrier.

11.5.2 Such leave shall not exceed sixty (60) work days during which the schools of the District are required to be in session or when the unit member would otherwise have been

performing work for the District in any one fiscal year for the same industrial accident or illness.

11.5.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

11.5.4 For any days of absence from duty as a result of the same industrial accident or illness, the unit member shall endorse to the District any wage loss benefit check from the workers' compensation insurance carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

11.5.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

11.5.6 Such leave shall not be accumulative from year to year.

11.5.7 In the event that a portion of the sixty (60) days leave overlaps into the next fiscal year, a unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.

11.6 Military Leave

11.6.1 Military leave shall be granted in accordance with Education Code Section 44800 and Military and Veterans Code Sections 395 through 395.4.

11.7 Judicial and Official Appearance Leave

11.7.1 Unit members shall be granted a leave of absence when regularly called for jury duty, to appear as a subpoenaed 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 unit member. Paid leave for jury duty shall not exceed five (5) working days, unless extended by the Superintendent for extenuating circumstances.

11.7.2 Unit members shall receive their regular earnings from the District while on judicial leave and shall transmit to the District within twenty (20) days after receipt all fees, honorariums and cost reimbursements, exclusive of mileage, received.

11.7.3 Unit members are required to return to work during any day in which jury duty or witness services are not required.

11.7.4 Unit members requesting leave under this Section shall submit to the District a copy of the subpoena or summons requiring their appearance and shall verify their attendance with written confirmation from the Clerk of the Court.

11.7.5 No more than one (1) unit member shall be granted jury duty leave at one time per school site. In the event this quota would be exceeded by granting such leave, the District shall advise the unit member to request a postponement to another time.

11.7.6 Unit members who are subpoenaed as a witness in court as set forth in Section 11.7.1 above shall be granted unpaid leave or paid leave charged against available sick leave benefits under Section 11.1 above.

11.8 Foreign Teaching Leave

11.8.1 A foreign teaching leave without pay may be granted to a tenured teacher for not more than two (2) years and no such leave shall be granted for part of a school year.

11.9 Catastrophic Leave

11.9.1 This Article is in accordance with Education Code sections 44043.5 and 44043.6 Catastrophic Leave.

11.9.2 Catastrophic leave provisions permit unit members to withdraw sick leave credits from a catastrophic leave bank when that unit member or a member of his or her immediate family (as defined in Article 11.3.2 of WFA Contract) suffers from a catastrophic illness or injury, or when a unit member is impacted by a state of emergency.

11.9.3 Definitions: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her district allowed leave and other paid time off.

"State of emergency" means a state of emergency that has been proclaimed by the Governor pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code.

11.9.4 Catastrophic Leave is not a substitute for Income Protection.

11.9.5 Eligible:

All unit members on active duty (paid status) who elect to participate and contribute to the Catastrophic Leave Bank are eligible to request a withdrawal from the Catastrophic Leave Bank.

11.9.6 Rules and Procedures:

1. The Catastrophic Leave Bank shall be administered by a panel comprised of two (2) members appointed by the Association and one (1) member appointed by the District. Panel members shall serve until replacements are necessary.

2. All unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. A unit member's contribution must be made on the appropriate form and shall be authorized by the unit member. Eligible sick leave credits must be donated at a minimum of one day and a maximum of 2 days per open enrollment period. All sick leave credit donations made to the bank are irrevocable.

3.a Contributions shall be made between September 1st and October 15th of each school year, unless other enrollment periods are needed (see #10). Unit members returning from extended leave which included the enrollment period will be permitted to contribute within 30 calendar days of beginning work. The District shall make available forms for participation in the Catastrophic Leave Bank.

3.b All newly-hired unit members will receive a donation form from the District, by September 1st, of their first school year, for the purposes of participation in the Catastrophic Leave Bank.

3.c If a unit member wishes to be eligible for the Catastrophic Leave Bank but is unable to participate and contribute to the bank because the bank has exceeded the cap described below, the unit member may request a donation form from the District and must submit the completed form by the timelines described in this section.

4. A unit member must use all of their accumulated sick leave, but not difference pay as defined in Article 11, Section 11.1.6, in order to be eligible for a withdrawal from the Catastrophic Leave Bank due to a "catastrophic illness" or "injury".

5. A unit member must use all of their personal necessity leave as defined in Article 11, Section 11.2, in order to be eligible for a withdrawal from the Catastrophic Leave Bank due to a "state of emergency".

~~5~~6. If a unit member is incapacitated, applications may be submitted to the Panel on the appropriate form by an agent of the unit member or member of the unit member's immediate family.

~~6~~7. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) work days. Unit members may submit requests for extensions of withdrawals as their prior grants expire.

~~7~~8. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank due to a "catastrophic illness" or "injury" may be required to submit: 1) verification by a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury and/or 2) a medical release with authorization to the District to request medical records and/or 3) a statement describing their financial hardship. All such information shall be kept confidential.

9. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank due to a "state of emergency" may be required to submit verification by letter indicating the impacts of a state of emergency on the unit member, including a statement describing how they are unable to work due to such impacts.

~~8~~10. The Catastrophic Leave Bank Panel shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member requesting withdrawals of sick leave time, to the Association, and to the District Personnel Department.

~~9~~11. All decisions made by the Panel are final.

~~10~~12. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Panel has the right to request more days throughout the year should the bank's balance fall below 30 days.

~~11~~13. The bank shall not exceed 200 days. Unused days shall roll over to the following school year.

~~12~~14. The Panel's authority shall be limited to administration of the Bank. The Panel shall approve all properly submitted requests complying with the terms of the Article.

~~13~~15. The Panel shall make every effort to review applications, approve or deny requests, and communicate decisions, in writing, to the applicants within ten (10) working days of receipt of the application.

11.10 Reproductive Loss Leave

11.10.1 A unit member shall be entitled to a maximum of five (5) days leave of absence following a reproductive loss without loss of salary. This leave must be taken within three (3) months of the reproductive loss event. Reproductive loss means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If a unit member experiences multiple reproductive losses, they may utilize a maximum of twenty (20) days of leave within a twelve (12) month period. If both parents suffering a reproductive loss are employed by the District, they are each entitled to utilize up to five (5) days of leave. Unit members may use available bereavement leave, accrued and available sick leave in cases of reproductive loss. If all other available leaves have been exhausted, the leave will be unpaid.

11.11 Other Leaves

11.11 Upon the recommendation of the Superintendent and approval of the Board, a paid or unpaid leave of absence may be granted by the District for reasons other than those specified within the previously listed leaves.

11.12 An employee may be granted a leave of absence without pay or other benefits for purposes of life impacting circumstances. Effective the 2019-20 school year, such leave shall not exceed 12 months, and may not be renewed in subsequent school years.

- a. Requests for such leave shall be made as far in advance as possible, and in no event less than one (1) month before the start of the leave, unless circumstances warrant otherwise. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave, and the specific nature of the leave.
- b. Requests for less than full time assignments shall be governed by Article 16 – Shared Assignments.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made by the Board of Trustees

ARTICLE 12 - Evaluation

The primary purpose of evaluation is to recognize good practices and to assist the teacher in the improvement of instruction and effective management of students through the careful, objective and systematic assessment of teacher competence and effectiveness in relation to instructional methodology and adherence to the District's recorded curriculum.

Frequency of Evaluation:

1. Probationary, temporary, and/or teachers assigned for more than one (1) semester and covered by this Agreement shall be evaluated each school year. Share assignment unit members on Temporary Contract may be evaluated less frequently at the discretion of the site administrator.

2. ~~Tenured~~ Permanent teachers shall be evaluated every other school year. Teachers being evaluated will be notified by a written document, including criteria and expectations, no later than September 30th.

2.1 A certificated employee and his/her evaluator may mutually agree that the unit member will be evaluated only once every five years if:

- The certificated employee has permanent status.
- Has been employed by the school district for at least 10 years.
- ~~Meets the Federal definition of highly qualified.~~
- Previous evaluations show the employee meets or exceeds the standards. If either party wants to change the agreement, either may withdraw consent at any time. Such change shall occur the following school year.

3. The District shall not complete the formal evaluation process for any teacher who has resigned/retired and the request has been accepted by the Board of Trustees.

4. Drop-in observations by the principal may occur at any time. They are defined as unannounced classroom visits of up to fifteen (15) minutes duration. A written summary and follow-up conference of a drop-in observation are optional and at the discretion of the principal or request of the unit member. Pertinent cumulative information from such summaries may be used in the final evaluation report, but the individual summaries themselves shall not go in the unit member's personnel file.

General Procedures of Evaluation:

1. Unit members scheduled to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator within the first four (4) weeks of the year in which the evaluation is to take place.

2. The unit member being evaluated and evaluator shall meet no later than October 31 to discuss:

(a) Individual Professional Development Plan

(b) A schedule of observations, conferences and final evaluation date. In the event of a disagreement over the Professional Development Plan and/or evaluation schedule, the unit member and the evaluator shall:

- 1) Make a good faith effort to resolve the differences themselves.
- 2) If the disagreement persists, the parties may, by mutual agreement, invite a third party to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.
- 3) If either the unit member or evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form, and the matter will be resolved through the grievance process.
3. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the Professional Development Plan established. The unit member may request support such as conferences, in-service, information, and books.
4. During the course of the evaluation period, circumstances may change which require modification of the Professional Development Plan. The unit member may initiate a change of the Professional Development Plan by written notification and mutual agreement.
5. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
6. The unit member and evaluator shall meet to discuss and complete the final written evaluation forms. They will receive a written copy of their evaluation no later than the 30th day before the last day of school. The teacher has the option to request an additional meeting with the evaluator and has the right to respond in writing to their evaluation. Copies of this final written evaluation form shall be distributed to the unit member, the evaluator, and the Office of the Superintendent (2 copies). For a more detailed explanation of the process and procedures concerning evaluation, refer to the District document entitled, "Certificated Professional Development Plan" (September 2004).

**MEMORANDUM OF UNDERSTANDING BETWEEN WISEBURN FACULTY
ASSOCIATION (WFA/CTA/NEA) AND WISEBURN UNIFIED SCHOOL DISTRICT**

REGARDING EVALUATION COMMITTEE

OCTOBER 28, 2025

The Wiseburn Unified School District (“District”) and the Wiseburn Faculty Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the establishment of an Evaluation Committee commencing February 1, 2026.

In a joint effort to create an evaluation system that is conducive to personal and professional growth and is aligned with the current California Standards for the Teaching Profession (CSTPs), WFA and WUSD shall form a joint committee to revise the certificated unit member evaluation process. This committee shall be comprised of six members: three administrators and three WFA unit members. The WFA representatives shall be chosen by the Association. This committee shall meet as necessary and shall provide final recommendations to the bargaining teams no later than December 1, 2026. The Parties shall meet to negotiate any impact to the collective bargaining agreement in Spring 2027.

WFA members who serve on the Evaluation Committee shall be compensated at their hourly rate for all meetings that occur outside of their contractual work day.

By the start of the 2027-28 school year, the District will also provide training on the evaluation system jointly with evaluators and evaluatees so that there is clarity for both on the process.

For Wiseburn Faculty Association

For Wiseburn Unified School District

ARTICLE 13: TEACHING HOURS

13.1 The number of scheduled work days shall be 185.

13.1.1 New unit members hired prior to the start of the work year shall serve two (2) additional days at the District's discretion. Unit members shall be compensated at their per diem rate for these additional days.

13.1.2 Speech and Language Pathologists (SLP) shall work an additional ten (10) days for a total of 195 days.

13.1.2.1 By April 1, the Speech and Language Pathologists shall meet with their administrator or designee to calendar these additional ten (10) days in order to ensure coverage for the Extended School Year (ESY). Changes to the agreed-upon ESY work calendar may be made by the District after April 1, in consultation with the affected unit member.

13.1.3 Unit members voluntarily transferring to another school shall have one (1) additional day prior to the start of the instructional year and shall be paid for the additional day at a rate of \$300 per day.

13.1.4 Unit members involuntarily transferred to another room at a school site shall have one (1) additional day prior to the start of the instructional year and shall be paid for the additional day at a rate of \$300 per day.

13.1.5 Unit members involuntarily transferred to another school shall have two (2) additional days prior to the start of the instructional year and shall be paid for the additional days at the rate of \$300 per day.

13.1.6 Unit members required to change rooms but not assignments during the school year shall be given one (1) day of release time for the change.

13.2 Unit members who are classroom teachers shall be on duty thirty (30) minutes before their class begins and, in the absence of any required attendance at meetings or other scheduled duties, shall remain on duty until fifteen (15) minutes after their class is dismissed. Upon prior approval of the school principal **or designee**, unit members may occasionally be released earlier in order to attend to urgent personal business which cannot be taken care of outside the regular workday.

13.3 Unit members other than classroom teachers shall work the following day:

13.3.1 Unit members in a District-wide position who have specialist teaching assignments work the same hours as classroom teachers in grades TK-8.

13.3.2 Speech Language Pathologists shall have an 8-hour professional work day, inclusive of a 30-minute duty-free lunch.

13.3.3 Unit members shall provide as per Ed Code 47612.5, at a minimum, the following instructional minutes:

K 36,000 minutes annually

1-3 50,400 minutes annually

4-6 54,000 minutes annually
7-8 54,000 minutes annually

13.4 Teachers at elementary sites shall have one (1) PE period per week and each Wednesday from student dismissal until 3 pm for teacher-directed preparation and planning. Additional preparation time may be provided through specialized programs. The District shall have one (1) PE period per week and each Wednesday from 3-4 pm for District-directed activities with the exception of two (2) Wednesdays (one Wednesday in the Fall and one Wednesday in the Spring) during the first year of implementation of the new report card system.

In the event there is only one (1) PE period scheduled for that week, it shall be designated as a teacher-directed preparation and planning period.

Classroom teachers in grades 6-8 shall have one (1) of the six (6) periods designated as a teacher-directed planning/preparation period. The District shall have each Wednesday from 3-4pm for District-directed activities with the exception of two (2) Wednesdays (one Wednesday in the Fall and one Wednesday in the Spring) during the first year of implementation of the new report card system.

Special Education teachers shall have teacher-directed preparation and planning time equivalent to General Education teachers at their site. The days and time of the preparation and planning time shall be agreed upon with their site administrator.

13.4.1 The District shall make every effort to minimize the loss of teacher-directed elementary PE planning time when scheduling meetings of District or site committees (e.g., minimizing the loss of such time to the majority of the unit members on the District or site committees).

13.5 Classroom teachers shall not be required to participate in Student Success Team (SST) meetings unless a student they have or may have is being discussed.

13.6 The District will develop academic year calendars in consultation with the Association by March 30 of each school year. The District will use its best efforts to provide WFA leadership at each school site with the draft academic calendars for consultation by February 15 of each school year.

13.7 Beginning in the 2025-26 school year, minimum day schedule will be in effect at all TK-8 schools the first week of school terminating the first Friday of the school year. During the last week of school for all TK-8 schools, Monday, Tuesday, and Wednesday shall be a shortened day schedule, and Thursday shall be a minimum day schedule. On shortened and minimum days

pursuant to this section, the length of the unit member's day shall remain the same as if the regular schedule was in effect.

13.8 Unit members in grades TK-8 shall be provided with two (2) weeks of shortened days, including Wednesdays, in the fall, and one (1) week of shortened days, including Wednesdays, in the spring for the purpose of any necessary parent conferencing. During the conference reporting period classroom teachers shall remain on site at least ~~one-half hour~~ **fifteen (15) minutes** after school has been dismissed, with the understanding that it will be the classroom teacher's responsibility to provide all parents with an opportunity to confer.

13.9 On shortened days for Back to School Night, Open House, or graduations, unit members may leave after their students have been dismissed and are expected to return prior to the start of the scheduled activity. Unit members shall attend and participate in meetings called by authorized personnel as follows:

13.9.1 Meetings may be previously scheduled on any school day during the half hour before or the 15 minutes after classes. If mutually agreed to, the time may be extended.

13.9.2 On after school days scheduled to provide required District-wide in-service training, unit members shall be expected to attend and participate in meetings up to 4:30 p.m. (See Section 13.9.6). Such meetings shall not exceed eight (8) hours per year. These 8 hours include any mandatory online trainings.

13.9.3 Local school faculty meetings shall not exceed a cumulative total of four (4) hours per month (see Section 13.9.5).

13.9.4 Unpaid voluntary participants in professional activities committees, such as Advisory Council, which meet outside the contractual work day, shall accept whatever timelines are agreed to by the group involved may establish their own meeting dates and times through mutual agreement of the committee.

13.9.5 Nothing herein is meant to preclude the possibility that situations will arise which will prevent strict adherence to the foregoing. In such instances, exceptions may be made upon the mutual Agreement between the site administrator and the unit members involved.

13.10 With the exception of SLPs (13.3.2), unit members are entitled to a consecutive forty-five (45) minute duty free lunch period.

13.11 Classroom teachers assigned to **grades TK-5** required to provide classroom substitution services or classroom aide supervision because no substitute is available, shall be paid at the highest regular daily substitute rate in proportion/percentage to substitution time provided.

Classroom teachers assigned to the middle school required to provide classroom substitution services or classroom aide supervision because no substitute is available, shall be paid at the established teacher hourly rate of pay for a single block, and 1.5 of the hourly rate for a double block schedule.

Classroom teachers assigned to grades **TK-58** required to provide student supervision, attend an IEP/504/SST/student discipline meeting, or are otherwise assigned a duty by their direct supervisor during their designated preparation and planning time will be compensated at the current teacher hourly rate. Not included in the compensation is loss of a “preparation and planning” time due to field trips, school **or grade-level-wide** events, safety drills, or observation reviews.

~~Classroom teachers assigned to the middle school required to provide classroom substitution services or classroom aide supervision because no substitute is available, shall be paid at the established teacher hourly rate of pay for a single block, and 1.5 of the hourly rate for a double block schedule.~~

Unit members required by site administration to provide student supervision during their lunch period on a rainy day schedule will be compensated for one (1) hour at the established teacher hourly rate of pay.

13.12 On scheduled workdays which are pupil free days and are considered Classroom Preparation Day or Classroom Closeout, unit members are expected to be on site a minimum of five and one-half (5 ½) hours exclusive of lunch (time not to start before 7:00 a.m.) for the Classroom Preparation Day and five (5) hours exclusive of lunch (time not to start before 7:00 a.m.) for the Classroom Closeout.

On scheduled workdays which are pupil free days and are considered staff development days, unit members are expected to be on site a minimum of five and one-half (5 ½) hours but not to exceed six and one-half (6 ½) hours exclusive of lunch. The start time for these days shall not be prior to ~~7:30~~ **8:00 am**.

13.13 Middle School teachers who accept an extra class period in lieu of their planning period shall receive an additional 1/5th of their base salary (excluding stipends or other compensation) for each semester or part thereof of additional instruction.

13.14 To ensure a manageable workload, unit members serving on District or site-based committees for which a stipend is paid (e.g. Guiding Coalition, CORE) shall be required to attend up to two after-school meetings per committee per calendar month. No committee shall require attendance at meetings for more than two (2) hours and thirty (30) minutes per month.

13.14.1 There shall be no limit placed on consecutive years of participation on District or site-based committees but should multiple unit members express interest in filling the roles, there shall be an application process and the selection of the unit member is made by the site administrator. Unit members not chosen for the position may request a meeting with their site administrator to discuss the reasoning for the decision.

ARTICLE 14: SALARY

14.1 Unit members, with the exception of Speech and Language Pathologists, shall be paid in accordance with the Certificated Salary Schedule (Appendix A). Placement on the schedule is dependent upon acceptable years of education and teaching experience. Evidence of such training and experience shall be required.

Effective July 1, 2021, the Certificated Salary Schedule shall be increased by 3%.

Effective July 1, 2022, the Certificated Salary Schedule shall be increased by 4%.

Effective July 1, 2023, the Certificated Salary Schedule shall be increased by 4%.

Effective July 1, 2024, the Certificated Salary Schedule shall be increased by 1.0%.

Effective July 1, 2025, the Certificated Salary Schedule shall be increased by 2.5%

Unit members employed by the District as of April 1, 2026 shall receive a one-time off-schedule salary payment that is equivalent to one percent (1.0%) of the unit member's earned annual salary for the 2025-2026 school year.

Effective July 1, 2022, the hourly rate shall be \$40.

Effective January 1, 2024, the hourly rate shall be \$50.

14.1.1 In order to progress from one step to another on the salary schedule or to satisfy requirements in achieving tenure, unit members must work a minimum of 75% of the teacher work year. The 75% work year does not include Illness, Personal Necessity, Bereavement, Judicial, Industrial Accident and Non Paid days.

14.1.2 Speech and Language Pathologists shall be paid in accordance with the Speech and Language Pathologist Salary Schedule (Appendix B). Placement on the schedule is dependent upon acceptable years of education and experience. Evidence of such training and experience shall be required.

14.1.3 Effective July 1, 2026, unit members who have completed twenty-five (25) years of credited service in the District shall receive a yearly longevity bonus of \$1,000.

~~14.2 The unit member at each school designated each year by the principal as "in charge" during the principal's absence shall be paid \$1,000. Teacher in Charge shall be selected in accordance with the filling of vacancy procedures outlined in Article 7, provided, however, applicants must have permanent status in the District.~~

Unit members with a Master's Degree shall receive an amount of \$800 per year.

14.3 All courses for column advancement on the salary schedule shall meet one or more of the following criteria:

14.3.1 Courses taken to specifically meet the requirements of an advanced educational degree or a credential issued by the State Department of Education.

14.3.2 Courses taken to specifically improve performance of the unit member in the area of assignment.

14.3.3 Courses taken to prepare the unit member to achieve a District instructional goal or objective.

14.3.4 Courses taken upon recommendation of the District and/or as part of an in-service training design.

14.3.5 Evaluation of university credits for salary determination.

14.4 August 1, December 1, and March 1 are the deadlines in any school year for unit members to present to the District official transcripts for Group promotion on the salary schedule. School courses which end after August 1, December 1, and March 1 for which transcripts cannot be secured prior to the deadlines may be credited to the employee upon certification by the instructor of the class on District Form P-43-75, Temporary Unit Verification. The official transcript must be submitted by September 1, January 1, or April 1. Group advancements are not retroactive to the beginning of the year.

14.5 All stipend-eligible positions and extra duty assignments shall be posted publicly to bargaining-unit members prior to selection. Postings shall include the nature of the assignment, duties, time commitment, duration, qualifications, compensation amount, application deadline and/or procedures. Such postings shall be distributed via district email to bargaining-unit members at least five (5) workdays before the selection, except in cases of documented emergency.

~~14.5 Stipends for class size exceeding limits and Grant stipends will be issued two (2) times per year, March 1 and July 1. School based stipends such as yearbook, coaching, etc, shall be paid at the conclusion of the activity/assignment.~~

14.6 Compensation for current stipend-eligible positions and extra duty assignments are set forth in Appendix A. The District retains the sole discretion to create any new stipend-eligible position and to determine the appropriate compensation for the newly created position.

Appendix A: Certificated Salary Schedule

Stipends and Extra Duty Positions *(Replaces Recognition/Stipends list in Appendix A)*

Tier	Amount	Positions (Illustrative examples only and non-exhaustive)
1	\$300 per event	Camp chaperones
2	\$500 per year	Safety Committee, other short-term site committees
3	\$750 per season	Athletic coaches
4	\$1000 per year	Teacher in charge, Student Council (elementary) Camp planning leads
5	\$2000 per year	Guiding Coalition, CORE
6	\$2500 per year	Athletic Director, ASB Coordinator (Middle School)

*Club advisors shall be paid at the hourly rate based on the hours required for club meetings and activities.

**Stipends in Tiers 1, 2, and 3 shall be paid at the conclusion of the activity/assignment.

***Stipends in Tiers 4, 5, and 6 shall be paid in two installments as follows: March 1 and July 1.

(Placed at the bottom of current Appendix A Group Chart)

All teachers who have earned 30 upper division or graduate units beyond Group V shall receive an annual amount of \$350/year.

ARTICLE 15: HEALTH AND WELFARE BENEFITS

15.1 Covered Employees

15.1.1 All unit members who are regularly assigned to work half-time or more.

15.1.2 The unit member designated above while on paid leave.

15.1.3 All unit members in unpaid status and on family Care or Medical Leave (up to 12 weeks).

15.1.4 Retirees hired prior to September 1, 1990:

(a) Who have completed fifteen (15) consecutive years of full time service or shared assignment in the District, and

(b) Who are at least fifty-five (55) years of age and are receiving retirement pay from S.T.R.S. or P.E.R.S., and

(c) Who were eligible and enrolled in district medical coverage at the time of retirement.

15.1.5 Dependent coverage, for one dependent only, shall be paid by the District for unit members designated above in the amounts listed under Section 15.5, or the premium equivalent shall be paid monthly in cash to the unit member. This premium equivalent is not available to retirees.

15.1.6 Ten (10) month unit members shall be covered the full twelve (12) months.

15.1.7 The District shall contribute up to the then current applicable maximum health benefit contribution for an eligible surviving dependent under Section 15.5.1 through July 31 of the current year in the event of a unit member's death.

15.2 Unit members on unpaid leaves of more than one (1) month's duration and their dependents may be covered at the unit member's expense, provided:

15.2.1 The monthly premium is deposited by the unit member with the Business Office of the District prior to the first day of the month for which the premium is due, and

15.2.2 The underwriter of the desired benefit shall extend the coverage.

15.2.3 The following leaves are included under this Section:

(a) ~~Maternity~~ **Parental**

(b) Personal leaves granted by the Board

15.3 Enumeration of Health and Welfare benefit coverage: Certificates of Insurance should be consulted for details of coverage.

15.3.1 Medical insurance

15.3.2 Dental insurance

15.3.3 Vision insurance

15.3.4 Life insurance

15.3.5 Disability insurance

15.3.6 Travel insurance, when travel is directed by the Board (individual certificates not issued).

15.4 Specifications for Eligible Retirees

15.4.1 Eligible for medical insurance and life insurance only.

15.4.2 If medical plan coverage applicable to a retiree is modified for active unit members, the same modifications shall apply to the retiree.

15.4.3 Premiums paid for retirees hired prior to September 1, 1990 and eligible for lifetime medical benefits under Section 15.1.4 shall be paid for the life of the retiree not to exceed \$4,052.00 per year upon their retirement. Retirees not eligible for lifetime benefits Section 15.1.4 shall be provided medical coverage until age 65 in accordance with Section 15.5.4.

15.4.4 Modification of coverage at age 65.

(a) Life insurance is reduced to \$3,000 and is discontinued at age 70.

(b) Hospital and medical insurance is discontinued; however, supplemental insurance coverage to Federal Medicare shall be paid by the District for those retirees and dependents who are enrolled in parts “A” and “B” of Medicare:

(1) Part “A” (hospital) benefits may be obtained by either having sufficient work credit under Social Security or by premium payment by the retiree.

(2) Part “ B ” premium costs must be paid by the retiree or dependent.

(3) Premium payments may be paid directly to Medicare or by deduction from retirement checks.

(c) Retirees and dependents must have given written notice to the District of the desire to receive Retirement Covered Service under the Agreement and must have notified the insurance carrier within thirty (30) days prior to reaching age sixty-five (65).

15.5 District Contributions

15.5.1 Effective January 1, 2024, the District contribution to employee benefits shall be \$9,000 per year. This amount shall be prorated for part-time employees.

Effective January 1, 2025, the District contribution to employee benefits shall be \$9500 per year. This amount shall be prorated for part-time employees.

Effective January 1, 2026, the District contribution to employee benefits shall be \$10,000 per year. This amount shall be prorated for part-time employees.

Dental Insurance: Effective October 1, 2008 the District will increase dental contribution to cover the cost of the employee only.

Vision Insurance: Effective October 1, 2021, the District will increase its health benefit contribution to include vision care for the employee only.

15.5.2 Unit members with dual medical coverage may sign a statement to opt out of the District medical insurance program. Those electing to do so annually shall receive \$3,000 contribution on their payroll warrants. This provision shall be applicable only to unit members initially employed by the District prior to July 1, 2002. Pro-rated for eligible part time employees.

15.5.3 Unit members who are initially employed by the District after July 1, 2002 may opt for cash in lieu of District medical insurance. In this event, the annual cash benefit shall not exceed \$1,500.00. Such unit members shall not be entitled to any cash differential and shall be subject to the same verification procedures for dual coverage as current unit members. Pro-rated for eligible part time employees.

15.5.4 Regular full-time permanent employees who retire from the District are eligible to continue enrollment in the District's hospital-medical plan approved by the Board of Trustees provided:

a) The employee has completed fifteen (15) years of full-time service in the Wiseburn Unified School District.

b) The employee has retired from District Service in accordance with the rules and regulations then in effect in the retirement system of which he/she is a member (STRS/PERS).

c) Effective July 1, 2018, the employee is at least sixty (60) years of age and is receiving retirement allowance from STRS/PERS. In the event that a unit member retires prior to age sixty (60), but in no event earlier than age fifty-five (55), the unit member may continue coverage under the District's plan by reimbursing the full premium amount to the District on a monthly basis, up to age sixty (60), upon which time the District will provide hospital-medical benefits for the eligible retiree in the same manner as a regular employee, but not to exceed district contribution rate (\$6,000 per year) in place during the 2017-18 school year. Coverage for a spouse shall be at the retiree's expense.

d) The employee was enrolled in an approved District hospital-medical plan at the time the retirement became effective.

The district will provide hospital-medical benefits for the eligible retiree and ~~his/her~~ their spouse in the same manner as a full-time employee until the retiree reaches sixty-five (65) years of age or is deceased. Failure of the retiree to submit payment for retiree's or spouse's share of premiums or to provide information as required by the District may disqualify retiree and dependents from further participation in these benefits. In any event, if a retiree is delinquent on the payment of any premium by more than 90 days, ~~she/he~~ they will be automatically and permanently disqualified from participation in the program.

15.5 Health and Welfare Benefits Committee

The District shall establish a Health and Welfare Benefits Committee that shall include three (3) representatives chosen by WFA and three (3) representatives chosen by the District. The purpose

of this committee shall be to identify options included but not limited to employer-employee trusts, for reducing health benefit cost increases and improving employee healthcare. The Health and Welfare Benefits Committee shall meet by consensus a minimum of three (3) times during the school year, beginning each October, unless by mutual agreement of the parties. Benefits plans and providers will be elected by the District after consultation with the Health and Welfare Benefits Committee.

ARTICLE 16: SHARED ASSIGNMENTS

16.1 A shared assignment shall be defined as the following:

16.1.1 A fifty-fifty (50-50) job share assignment consisting of each unit member concurrently working one-half of the teacher calendar year.

16.1.2 A sixty-forty (60-40) job share assignment consisting of one unit member concurrently working 60 percent of the teacher calendar year and the partner teacher concurrently working 40 percent.

16.2 Participants in shared assignments shall be required to attend District orientation meetings, teach the entire first week of the calendared district school year, attend the last day of school and last pupil free day, and attend Staff Development Days (on off days) if notified by their site administrator in a timely manner (one calendar month ahead). Unit members will receive one (1) compensation day for each Staff Development Day attended. Effective July 1, 2020, unit members shall not carry over more than a maximum of five (5) compensation days for participation in Staff Development Days.

16.3 The District may grant shared assignments to unit members requesting them if it serves the best interests of the educational program. Proposals will be submitted to site administrator before being sent to Superintendent and Board. The number of job shares per grade level per site is limited to one. ~~unless pre-existing July 1, 1999.~~

16.4 Teachers who are participating in a shared assignment shall be paid on a pro-rated basis based on the percentage of their shared assignment. The District shall also provide each participating unit member and his/her eligible dependents pro-rated health and welfare benefits equal to one full-time position on the basis of the percentage of the shared assignment.

16.4.1 Unit members on shared assignments shall receive one year credit for salary schedule step advancement for every two years of service. Step advancement shall be effective the first year of the shared assignment, and every two years thereafter.

16.5 Unit members who are participating in a shared assignment shall earn sick leave directly proportionate to the percent of full-time employment.

16.6 In the event that a unit member on shared assignment is absent from service, the shared assignment partner may provide substitute service when possible **at their daily rate of pay** highest rate of substitute pay.

~~16.6.1 After ten (10) days continuous substitute service, unit members providing such service shall be paid at the regular rate of pay for the remainder of time the co-unit member is not available for duty.~~

16.7 Should one of the shared assignment participants leave the shared assignment any time after Board approval, the District shall notify the remaining participant prior to selecting a replacement. If there are multiple applicants for the shared assignment vacancy, the remaining participant shall be consulted prior to the final selection of the replacement. If there is no replacement, the remaining unit member shall assume the full-time assignment at the continuing unit member's regular rate of pay for the balance of the school year.

16.8 Requests by a shared assignment participant to be restored to full-time employment shall be submitted to the Superintendent no later than March 1 of the school year preceding the year in which return to full-time status is requested. The request to return to full-time status shall be processed in accordance with Article 7 – Transfers.

16.9 Unit members on shared assignments may be allowed to change the conditions of the shared assignment contracts based on extenuating circumstances if it is mutually agreeable to all parties of the shared contract. Any modification shall be subject to the final determination by the District.

16.10 The District reserves the right to cancel a shared assignment upon a five (5) work day written notice if in the judgment of the District this assignment does not serve the best interests of the educational program. Such a right is subject to the following conditions:

16.10.1 The notice shall be preceded by a conference of the parties involved to discuss the district's rationale.

16.11 At the conclusion of the year the full regular grade level assignment reverts to the last permanent unit member assigned to that full-time position.

ARTICLE 18: SAFETY, SECURITY, AND WORKING CONDITIONS

18.1 Hazardous Conditions

18.1.1 A joint committee shall be established to meet a minimum of two (2) times a year to inspect and make suggestions concerning District safety and to develop forms and

procedures for resolution of safety, security, and working condition concerns. The safety committee shall include a minimum of two (2) Association representatives. Release time shall be provided for the meeting time required.

a) Each worksite shall have a Site Safety Committee which shall include at least one (1) Association representative which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues. Unit members serving on this committee shall be paid a stipend as listed in APPENDIX A.

18.1.2 Unit members or safety committee members shall report in writing promptly to the immediate supervisor or the site principal all conditions considered to be hazardous to the health and/or safety of pupils and/or staff personnel.

18.1.3 The immediate supervisor or building site principal shall investigate the alleged hazardous condition(s). The immediate supervisor or site principal shall provide a written update on next steps to the unit member within five (5) working days of when the unit member made the report. Upon verification by the District that a hazardous condition exists, the District shall take immediate action to alleviate such hazardous condition(s).

18.2 Personal Property Damage

18.2.1 The District may reimburse unit members for personal property damage incurred in the line of duty through no fault of their own.

(a) A unit member shall make a written application to the Board for reimbursement. Such application is to include a detailed explanation of the property damage and circumstances leading to the damage. The application is to be accompanied by a receipt or some other evidence of cost for repair or replacement.

(b) The payment shall not exceed the actual cost of the repair or replacement, or the value of the property at the time of damage.

(c) The District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property.

18.2.2 The District shall reimburse unit members for personal equipment brought on campus for instructional use which has been damaged or stolen in the line of duty through no fault of the unit member, up to a maximum of \$500.00, in accordance with the provisions set forth in Section 18.2.1 (a), (b), and (c) above. No reimbursement shall be made unless the property has been first approved in writing and registered by the site

administrator and the unit member has complied with all conditions for the use and security of the property.

18.3 Required Health Tests

18.3.1 Each unit member shall be screened for tuberculosis in accordance with the Education Code.

18.3.2 The District shall provide a free “Mantoux skin test” for each unit member. Unit members who are medically unable to take the Mantoux skin test shall be reimbursed up to \$50 for an X-ray TB screening, if such cost is not reimbursed by their own insurance.

18.4 Classroom Emergency Equipment

18.4.1 The District shall provide each school classroom, library, and ~~computer~~ **STEAM** lab with emergency earthquake supplies.

18.5 General Working Conditions

18.5.1 Unit members shall comply with the District’s reasonable rules, regulations, and directives designed to provide a safe and healthy workplace.

18.5.2 An administrator shall be available to unit members at all administrator approved evening activities commencing after 4:00 p.m.

18.5.3 Unit members shall immediately report cases of assault suffered by them in connection with the performance of their duties to their principal or other immediate supervisor, who shall thereupon immediately report the incident to the police, and then to the Superintendent. The District shall reasonably cooperate with directions from the police and/or the courts in conjunction with the alleged assault.

18.5.4 The District shall inform the teacher of every student placed on the teacher’s roster who has caused or who has attempted to cause serious bodily injury, based on written records maintained by the District or received from law enforcement agencies, as provided in Section 49079 of the Education Code. This notification shall be in writing and must occur within five (5) working days of the District being notified of such information regarding the student

18.6 Student Discipline

18.6.1 A teacher may suspend any student from the teacher’s class, for any acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following. Suspension, including supervised suspensions as described in Section

48911.1 of the Education Code, shall be imposed only when other means of correction fail to bring about proper conduct. The teacher shall immediately report the suspension to the site principal or designee and send the student to the site principal or designee for appropriate action. As soon as possible, the teachers shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension.

(a) A teacher may refer a student to the site principal or designee for consideration as a suspension from the school for any acts enumerated in Section 48900 of the Education Code.

(b) When, in judgment of a teacher, a student might require the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the teacher shall inform the principal or immediate supervisor. The immediate supervisor shall grant a request by the teacher to arrange a conference between the supervisor, the teacher, and an appropriate specialist to determine the appropriate intervention needed to resolve the problem.

18.7 Employee Handbook

18.7.1 The District shall provide an employee handbook of current District Board policies and Administrative Regulations related to student discipline and campus security to be disseminated to unit members on or before the first day of each school year which shall include:

(a) The rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal discipline and the right to suspend a student.

(b) The procedures and security measures protecting unit members related to visitors and volunteers on campus, including conflict resolution procedures outlined in the Comprehensive Safe School Plans and Board policies.

(c) The District shall comply with Board Policy 1313, Civility, whenever a parent, guardian, or community member engages in conduct that endangers or threatens unit members, or otherwise engages in conduct against unit members that violates Board Policy 1313. Should an incident occur that is in violation of Board Policy 1313, the Superintendent, principal, or designee shall inform the impacted unit member(s) in writing of the actions taken against the individual who violated the policy.

ARTICLE 21: ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)
(moved to Article 9)

Signature Page

The Wiseburn Faculty Association and the Wiseburn Unified School District have completed negotiations for a new Master Contract and are in full agreement with its twenty (20) Articles and two (2) appendices.

This Tentative Agreement is subject to ratification by the WFA membership and approval by the Board of Education.

Dated: March __, 2026

WISEBURN UNIFIED SCHOOL
DISTRICT

WISEBURN FACULTY ASSOCIATION

Nisha Bhakta Dugal, Ed.D.
Deputy Superintendent

Krista Pachuta
Negotiations Chair
