

Wiseburn Unified School District

and

Wiseburn Faculty Association

**MASTER
AGREEMENT**

July 1, 2017-June 30, 2020
(~~2019-2020~~ 2020-2021)

WISEBURN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES
and
WISEBURN FACULTY ASSOCIATION
MASTER AGREEMENT

TABLE OF CONTENTS

<u>ARTICLE 1</u>		
AGREEMENT		1
<u>ARTICLE 2</u>		
RECOGNITION		1
<u>ARTICLE 3</u>		
DISTRICT RIGHTS		1
<u>ARTICLE 4</u>		
PAYROLL DEDUCTIONS		2
Authorizing deduction		2
<u>ARTICLE 5</u>		
ASSOCIATION RIGHTS		3
Mail		3
District facilities for the purpose of conducting lawful Association meetings		3
Association representative		3
Release time		4
Non-confidential public documents		4
Copy of this Agreement		4
<u>ARTICLE 6</u>		
CLASS SIZE		4
Class size reduction limits		4
Combination class		5
Procedures		5
Placement		5
Adjust the excess class loads		5
Placement needs of ELL, RSP, GATE or SDC students		5
Constructing classes for the next year		5
<u>ARTICLE 7</u>		
TRANSFERS		5
Definition		6
School staff compatibility		6
Past performance		6
Anticipated effect		6
Posting of vacancies		6
Include		6
Subsequent vacancies for the next school year		6
Summer months		6
Position reductions		6
Voluntary transfers		6
Request for Transfer form		6
Posting the announcement		7
Evaluating a request		7

Priority consideration	7
Withdrawn	7
Denied	8
Release time for observation and preparation	8
Involuntary transfer	8
Seniority	8
Observation and preparation	8
Miscellaneous	9
Notified in writing	9
Combination class	9
Opening a new school	9
<u>ARTICLE 8</u>	
SUMMER EMPLOYMENT	9
Proposed summer employment opportunities	9
Notified	9
Hourly rate	9
Summer school preparation	9
Seniority basis	10
<u>ARTICLE 9</u>	
OUTDOOR EDUCATION	10
Exchange positions	10
Transportation	10
<u>ARTICLE 10</u>	
DUTIES AND RESPONSIBILITIES	10
Adjunct duties	10
Standards of behavior	11
Supplies	11
Solicitation	11
<u>ARTICLE 11</u>	
LEAVES	11
Requirements	11
Specific timeline	12
Intentions (return, resign, renew leaves)	12
Accident and sick leave	12
Accumulated leave is exhausted	13
Personal necessity leave using sick leave	13
Court appearance	13
Accident	13
Illness of a member of the immediate family	13
Bereavement Leave	14
Pregnancy Disability, Child Bonding/Rearing Leave	14
Industrial accident and illness leave	15
Military leave	16
Judicial and official appearance leave	16
Foreign teaching leave	17
Catastrophic leave	17
Other leaves	19
<u>ARTICLE 12</u>	
EVALUATION	19
<u>ARTICLE 13</u>	

TEACHING HOURS	21
Scheduled work days shall be as follows (except as modified below)	
Unit members new to the District	21
SLP Scheduled Work Days	21
Members changing schools	21
Work Hours	21
Involuntarily transferred	21
Shortened day	22
Conference reporting periods	22

ARTICLE 14

SALARY	24
Placement	24
“In charge”	24
Courses for column advancement	24
Standing deadlines	24

ARTICLE 15

HEALTH AND WELFARE BENEFITS	25
Covered employees	25
Paid leave	25
Retirees	25
Ten-month unit members	25
Surviving dependent	25
Unpaid leaves	25
Maternity	25
Medical insurance	25
Dental insurance	25
Life insurance	25
Disability insurance	26
Travel insurance	26
Eligible retirees	26
Modification of coverage at age 65	26
District contributions	26
Dual medical coverage	26
Health and Welfare Committee	27

ARTICLE 16

SHARED ASSIGNMENTS	28
Requests to be restored to full-time employment	28
Right to cancel	28

ARTICLE 17

GRIEVANCE PROCEDURE	29
Definitions	29
Grievance	29
Day	29
Immediate supervisor	29
Informal level	29
Formal Level	30
Level I	30
Level II	30
Level III	30
Level IV (Advisory Arbitration Board Review)	31
General Provisions	31

<u>ARTICLE 18</u>	
SAFETY, SECURITY AND WORKING CONDITIONS	32
Hazardous conditions	32
Personal property damage	32
Required health tests	33
Classroom emergency equipment	33
General working conditions	33
Student Discipline	33
Employee Handbook	34
 <u>ARTICLE 19</u>	
COMPLETION OF MEET AND NEGOTIATION	34
 <u>ARTICLE 20</u>	
CONCERTED ACTIVITIES	34
 <u>ARTICLE 21</u>	
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)	35
 <u>APPENDIX A</u> / Certificated_Salary Schedule	37
 <u>APPENDIX B</u> / SLP_Salary Schedule	40
 <u>MEMORANDUM OF UNDERSTANDING</u> LCFF Grade K-3 Grade Span Adjustment.....	41
<u>MEMORANDUM OF UNDERSTANDING</u> Duties and Responsibilities.....	42

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, 2017 through June 30, 2020, with reopens for 2018-19 and 2019-20 on salary, health benefits, and two other Articles selected by each party. Four Articles in total.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for that unit of certificated employees including regular classroom teachers, resource specialist teachers, SDC teachers, specialist teachers, Speech & Language Pathologists, and temporary teachers; and specifically excluding Superintendent, principals, psychologist, and other management, confidential and supervisory employees, nurses and day-to-day substitute teachers. Also excluded are employees hired on behalf of the SW SELPA.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The exercise of the following powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms and policies are in conformance with the law.

- 3.3 Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; hire, classify assign, transfer, reassign, evaluate, promote, terminate and discipline unit members; and take action in the event of an emergency, such as an act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis.

ARTICLE 4: PAYROLL DEDUCTIONS

- 4.1 Any unit member who is a member of the Association, or who has applied for membership in the Association, may sign and deliver to the District an assignment authorizing deduction of unified membership dues. Unit members who currently have authorization cards on file for the above purpose, need not be re-solicited. Association dues, upon formal written request from the Association to the District, shall be increased without re-solicitation and authorization from the members, provided the Association gives prior notification to unit members of the change. Such deduction authorization shall continue in effect during the term of this Agreement.
- 4.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10th) of the Association dues from the regular salary warrant of the unit member each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 4.3 With respect to all Association dues deducted by the District pursuant to authorization of the unit member, the District agrees to remit within a reasonable time such monies to the California Teachers Association.
- 4.4 Any unit member who is not a member of the Association, or who fails to remain a member in good standing of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessments. The unit member may authorize payroll deduction for such service fee in the same manner as provided in section 4.2 of the Article. In the event the unit member does not authorize payroll deductions, the district shall immediately, upon notice from the Association, begin automatic payroll deduction of said fee as provided in Education Code Section 45061 in the same manner as set forth on Section 4.2.
- 4.5 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such unit member shall pay in lieu of a service fee as described in section 4.4.1 above, a sum equal to such service

fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section: 501.c.3, of Title 26 of the Internal Revenue Code:

Wisburn Education Foundation / effective October 1, 2010

Proof of payment and written statement of religious objection, along with verifiable evidence of membership in a religious body as described above, shall be made on an annual basis to the District and the Association as a condition of continued exemption from section 4.4.1. Proof of payments shall be made in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year, or within thirty (30) days of claiming such exemption.

The district shall remit service fees to the Association in the same manner as set forth for membership dues in section 4.4.1.

- 4.6 The Association agrees to defend, indemnify and hold harmless the District, its Governing Board, officers and administrators, against any and all claims, demands, costs, lawsuits, actions, including attorney fees and costs incurred in defending said persons or District, or any other form of liability or expense, including, but not limited to, all court, administrative agency costs, expenses, fees, settlements and judgments that may arise out of or by reason of action taken by the District under this Article. The Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or the Association because of such action shall or shall not be compromised, resisted, defended or appealed.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association shall have the right to post notices of activities and matters of Association concern, without prior approval of the Board, on a designated school bulletin board provided in each school building in an area frequented by unit members. The Association shall be permitted to use unit members' mailboxes for communications, and the District mail service to the extent permitted by law. Copies of all materials posted, other than materials concerning routine Association announcements of meetings or functions, membership promotions, or Association sponsored programs, shall contain a Association identification and shall be submitted to the Superintendent at the time the information is posted and/or distributed. The Association shall not post or use the intra-district mail service to distribute information which is legally defamatory to the District or District personnel or advocates unlawful conduct or violation of Board policies and/or regulations.
- 5.2 Authorized Association representatives shall have the right to use District facilities for the purpose of conducting lawful Association meetings when such facilities have not previously been scheduled and such use does not interfere with educational functions or school programs. The Association shall reimburse the District for any damage and/or custodial services required in excess of the usual and customary custodial service and wear associated with normal usage.
- 5.3 An Association representative shall obtain authorization from the building site administrator or designee prior to holding a general Association meeting. A civic center permit shall be filed with the Superintendent or designee.

- 5.4 Authorized representatives of the Association shall be permitted on school property during non-instructional time for the purpose of transacting lawful Association business, provided such business does not interfere with instructional programs and/or duties of unit members. Authorized Association representatives who wish to conduct business on a site other than their own work site shall, upon arrival, first report to the office of the site administrator to announce their presence and state the general nature of their business.
- 5.5 Mondays shall be recognized as the Association meeting day. If for any legitimate reason, the District desires to schedule a Monday meeting, they must receive the express consent of the Association President.
- 5.6 The Association President (or designee) shall be granted up to five (5) days of release time at District expense when such is mutually approved by the Association and the District.
- 5.7 Association building representatives shall have access to available lists of names, assignments, and non-confidential home addresses and telephone numbers of unit members at each school site.
- 5.8 Upon request of the Association, the District shall provide existing non-confidential public documents which are necessary and reasonably related to the Association's responsibilities as exclusive representative.
- 5.9 The District shall provide each unit member with a printed copy of this Agreement, shall make a copy of the printed Agreement available at each school site, and shall give the Association ten (10) copies for its general use within thirty (30) days of ratification.
- 5.10 In the event that a variance from, or a waiver to, current contract language is being sought, the WFA President or a member of the Negotiation Committee will be notified to meet with the School Leadership Committee. At this point, or at any other point in the process, the Wiseburn Faculty Association and/or Superintendent can exercise veto power and no further discussion with either the Committee or the full teaching staff with the intention of implementing a waiver will take place within that school year. If it is agreed that the process should continue, the Association will have the option of having representatives present at any further discussion. If in future discussions the School Leadership Committee (or staff) and principal agree that it is desirable to pursue implementation of the variance from the contract, the Association will administer a vote with impacted staff members utilizing a ballot that has been mutually agreed upon by the Association and the Superintendent or designee. Only those teachers who are directly impacted by the variance will be eligible to vote. The voting process will be under the control of the Wiseburn Faculty Association's President or Negotiating Committee, and they will notify the Superintendent or designee of the outcome. If 75% of the teachers in attendance when the vote is taken support the proposal, it may be implemented, subject to final approval from the Association President and Superintendent. Changes which are to be instituted must be in writing and need to be approved through the same process each subsequent year.

ARTICLE 6: CLASS SIZE

Approve Memorandum of Understanding regarding LCFF K-3 Grade Span Adjustment

- 6.1 Class size limits are as follows:

Grade Levels

K-3	24(*)
4-5	30
6-8	32

(*) When participating in the State funded Class Size Reduction Program / Option 1, Individual classes may vary based on State regulations and District participation.

Note: There shall be five (5) fewer students in a non class sized reduced combination classroom, grades K-5.

Combination classes shall be provided not less than five (5) hours of additional aide time per week in non class size (grades 4-6) reduced grade levels.

- 6.2 The following limits will apply for computing financial payments for classes exceeding limits listed in 6.2 (below). This provision excludes P.E.. This provision does include Special Education (i.e. SDC students) when I.E.P. requires mainstreaming of pupils for at least one half of the instructional day for 4 days per week.

<u>4-5</u>	<u>30</u>
<u>6-8</u>	<u>32</u>

Excluding the first (3) three weeks of the calendared school year, payments will be made to teachers with students above established limits as follows:

- 4-5 For any calendar month the limit is exceeded for (5) five or more consecutive days in a school month, the classroom teacher shall be paid \$225 per student per month for those students over the limit.
- 6-8 For any calendar month in which any periods (excluding TLC) exceeds the class size limits for (5) five or more consecutive class meetings, the classroom teacher will be paid \$60 per student per period per month for those students over the limit. The class size limit for TLC and all electives, excluding orchestra, will be 35 students. Any teacher with a student count beyond 35 will be eligible for the stipend. This 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 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 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 Distribution of pupils by attendance areas and other mutually agreed valid reasons.
 - 6.4.3 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 Vacancies, 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.
- 7.2.5 Unit members facing reassignment because of position reductions may apply on or before May 15 to either 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.
- 7.2.6 Other vacancies shall be filled in accordance with Sections 7.3 or 7.4 if necessary.

7.3 Voluntary Transfers

- 7.3.1 A unit member may request a voluntary transfer to take effect during the current school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the Superintendent. All unit members returning from leave and/or those returning to a full-time

assignment shall be considered as voluntary transfers. Permanent unit members shall have precedence over temporary unit members in the consideration of voluntary transfers in accordance with Section 7.3.4.

- (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 the unit members as soon as administratively possible but no later than September 1 unless there are extenuating circumstances.
- 7.3.4 The criteria for evaluating a request for voluntary transfer shall be (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
- 7.3.5 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 Requests for transfer are valid for one (1) year, and prior year requests shall automatically be discarded on October 1 of the succeeding year.

- 7.3.7 Requests for transfer not withdrawn prior to the last day of school each year shall be considered valid for openings occurring during the summer; however, a request for transfer may be withdrawn in writing at any time prior to the granting of the transfer.
- 7.3.8 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.
- 7.3.9 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 classroom management and discipline strategies.
 4. 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

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.

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, assigning grade level appropriate homework, maintaining updated homework posting on website (Dana Middle School), program development, record keeping, instructional materials preparation, special help to students, student supervision including yard duty, test preparation, paper grading, updating grades within ten (10) school days (excludes Kindergarten), report card preparation, 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,

Independent Study Contracts, provide input on evaluation of aides to their classroom, attendance and participation in teacher orientation, Back To School Night, and Open House activities.

- 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 inconsistent 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 his/her 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 his/her previous position shall be effective beginning the next school year.

11.1.6 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.

11.1.7 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) calendar 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 from year to year.

- 11.1.3 Unit members who have been absent due to illness or accident may be required by the Board 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 Absence shall be determined on the following basis:
- a) If a unit member works less than 25% of the work day, he/she will be charged a full day of leave.
 - b) If a unit member works 25% but less than 50% of the work day, he/she shall be charged with one half day of leave.
 - c) If a unit member works 50% or more of the work day, there shall be no leave charge.
 - d) Prior approval must be obtained from 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 sick leave, and shall not accumulate from year to year. 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 father 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 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.

11.2.4 Payment for such absences shall be made upon certification by the Superintendent that the absence was due to a situation designated as a personal necessity within the meaning of this Article. Nothing in this Article, or in this Agreement, shall be construed as providing pay for any collective refusal to provide services. The unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity.

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 his/her 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, 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.

11.3.2(a) Bereavement leave shall apply for the unit member (mother or father) for miscarriages that occur after the first full four (4) months of pregnancy. A

physician statement is required. Leaves for miscarriages that occur during the first four (4) months, fall under sick/PN leave.

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 45196.1, 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 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. 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) months period.
- e. Employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) months period.
- f. Unless there are extenuating circumstances, the employee must give the District at least 30 days’ advance written notice of his or her 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 his/her 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. 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 44043.5 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.

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.

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.

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. 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.
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.
5. 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. 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. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank 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.
8. 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. All decisions made by the Panel are final.

10. 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. The bank shall not exceed 200 days. Unused days shall roll over to the following school year.
12. 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. 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 Other Leaves

11.10.1 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.

11.10.2 An employee may be granted a leave of absence without pay or other benefits for purposes of life impacting circumstances ~~child-rearing~~. 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 teachers shall be evaluated every other school year.
 - 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 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).*

ARTICLE 13: TEACHING HOURS

- 13.1 The number of scheduled work days shall be 185.
 - 13.1.1 Unit members new to the District 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 changing schools 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 \$150.00 per day.
 - 13.1.4 Unit members involuntarily transferred to another room at a 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 \$150.00 per day. If a substantial portion of the school moves, then the rate shall be \$150 per day for two (2) days.

- 13.2 Unit members who are classroom teachers shall be on duty thirty (30) minutes before their class begins and shall remain on duty until all scheduled duties have been completed. In the absence of any required attendance at meetings or other scheduled duties, classroom teachers may leave fifteen (15) minutes after their class is dismissed. Upon prior approval of the school principal, 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 4-8.
- 13.3.2 Speech Language Pathologists shall have an 8-hour professional work day, inclusive of a 30-minute duty-free lunch.
- 13.3.4 Unit members shall provide as per SB813, at a minimum, the following instructional minutes:
- | | |
|-----|-------------------------|
| K | 39,970 minutes annually |
| 1-3 | 50,400 minutes annually |
| 4-6 | 54,000 minutes annually |
| 7-8 | 54,000 minutes annually |
- Note: Early Bird / Late Bird scheduling, Kindergarten teachers provide approximately 51,200 of instructional minutes and middle school teachers provide approximately 55,515 instructional minutes.
- 13.4 Classroom teachers in grades 1-5, shall be entitled to one shortened day per week each Wednesday during the work year, providing time for preparation and planning in their classroom up through 3:00 p.m.
- Classroom teachers in grades 6-8 shall have one (1) of the six (6) periods as a planning/preparation period.
- Planning time for teachers in grades 1-5 will be provided by the Physical Education Program. The amount of planning time available may vary between the elementary schools due to the differences in program improvement solutions.
- In grades 1-5 if planning time is made double or greater than the current planning time available (one hour on shortened days, Wednesday), then Wednesday may no longer be shortened but changed to full instructional days.
- 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 A shortened day shall be scheduled at each school site on other than the regular scheduled planning/preparation day during the first two (2) weeks pupils attend school (terminating the second Friday), Back to School Night, and Open House nights, the last day before winter vacation, and the last pupil day of the year.

- 13.7 Classroom teachers in grades K-8 shall be provided two (2) weeks of shortened days, including Wednesdays in the fall, and one (1) week of shortened days, including Wednesday, in the spring (as indicated on the calendar) for the purpose of any necessary parent conferencing.
- 13.8 During the conference reporting period classroom teachers shall remain on site at least one-half hour 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 the length of the unit member's day shall remain the same as if the regular schedule was in effect. Exceptions to this rule would be when parent conferences are scheduled (13.8). Classroom teachers returning to school for Back To School Night, Open House, or graduation exercises may leave after their students have been dismissed, and are expected to return prior to the start of the scheduled activity.
- 13.10 Unit members shall attend and participate in meetings called by authorized personnel as follows:
 - 13.10.1 Meetings may be previously scheduled on any school day during the half hour before or after classes. If mutually agreed to, the time may be extended.
 - 13.10.2 On after school days scheduled to provide required District in-service training, unit members shall be expected to attend and participate in meetings up to 4:30 p.m. (See Section 13.10.6). Such meetings shall not exceed eight (8) hours per year.
 - 13.10.3 Local school faculty meetings shall not exceed a cumulative total of four (4) hours per month (see Section 13.10.6).
 - 13.10.4 Occasional meetings may be scheduled which require participants to stay thirty (30) minutes or more. In any event, such meetings will conclude not later than 4:30 p.m. (see Section 13.10.6) and will be included as part of the eight (8) hour total in Article 13.10.2.
 - 13.10.5 Voluntary participants in professional activities, such as Advisory Council, shall accept whatever timelines are agreed to by the group involved.
 - 13.10.6 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.
- 13.11 With the exception of SLPs (13.3.2), unit members are entitled to a consecutive forty-five (45) minute duty free lunch period.
 - 13.11.1 At the middle school on rainy day schedule, classroom teachers who provide student supervision will be compensated for one (1) hour at the established teacher hourly rate of pay.
- 13.12 The District may require the preparation of Pupil Intervention Plans (PIP's). Such plans may be required for classroom teachers of grades 1-8. (See District Guide to Reporting Practices).
- 13.13 Classroom teachers assigned to grade K-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.

- 13.14 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.
- 13.15 On scheduled workdays which are pupil holidays, classroom teachers and TOSAs are expected to be on site a minimum of five and one-half hours exclusive of lunch on Classroom Preparation Day and five (5) hours exclusive of mealtime on the last day of service to close records (time not to start before 7:30 a.m.).
- 13.16 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.

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.

Provide a 2.5% on schedule salary increase effective July 1, 2018.

Effective July 1, 2019, Appendix A and Appendix B shall be increased by 1%.

The District shall provide a one-time stipend to unit members of \$1,200 to help offset the costs of remote work for the 2020-2021 school year. This stipend shall be paid no later than June 30, 2021. To be eligible a unit member must have been in paid status as of 05/01/2021.

Effective July 1, 2020, the salary schedule shall be increased by 2%.

Update Salary Schedule to reflect hourly rate increase to \$35.00.

- 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.

- 14.2 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.
- 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 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.

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
 - (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, 2020, the District contribution to employee benefits shall be \$6,500 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 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 spouse shall be at the retiree's expense.
- d) The employee was enrolled in 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 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 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.
- 16.1.3 Effective July 1, 2019, unit members who are currently in a shared assignment which does **not** comply with 16.1.1 or 16.1.2 above shall be permitted to continue in their current assignment until the permanent unit member who initiated the current arrangement returns to his/her full-time assignment or requests a shared assignment per 16.1.1 or 16.1.2 above.
- 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 the 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 17: GRIEVANCE PROCEDURE

17.1 Definitions

- 17.1.1 A grievance is a formal written claim filed by the Association or a unit member that has been adversely affected by a violation, misinterpretation or misapplication of the specific terms of this Agreement.
- 17.1.2 A "day" is when the central administrative office of the District is open for business (excluding winter, spring, and summer vacation).
- 17.1.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

17.2 Informal Level

- 17.2.1 Within twenty (20) days after the occurrence of the act of omissions giving rise to the grievance, or within twenty (20) days after the grievant reasonably should have known of the act or omission giving rise to the grievance, the grievant shall attempt to resolve any complaint by an informal conference with the grievant's immediate supervisor before filing a formal written statement.

17.3 Formal Level – Level I

- 17.3.1 Failing to resolve the grievance at the informal level, the grievant, within ten (10) days following the informal conference, must present such grievance in writing to the immediate supervisor. The written grievance shall be a clear, concise statement

of the grievance, the specific Articles and/or Section of the Agreement or Policy alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

17.3.2 Within the above time limits, either party may request a conference with the other party and such conference shall be scheduled thereafter as soon as administratively possible.

17.3.3 The grievant shall be entitled to have an Association representative present at the conference.

17.4 Formal Level – Level II

17.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent (or designee) within ten (10) days following said decision.

17.4.2 This written appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

17.4.3 The Superintendent (or designee) shall communicate a decision in writing within ten (10) days after receiving the appeal. A copy of such decision shall be sent to the Association President.

17.4.4 Within the above time limits, either party may request a conference with the other party and such conference shall be scheduled thereafter as soon as administratively possible.

17.4.5 The grievant shall be entitled to have an Association representative present at the conference.

17.5 Formal Level – Level III

17.5.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may request the Association to submit the grievance to arbitration.

17.5.2 If the Association proceeds to arbitration, it shall notify the District in writing. Within twenty (20) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association.

17.5.3 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to add to, subtract from or modify terms of the Agreement, or to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Association and the Superintendent and shall be advisory to the parties as to all Articles in this Agreement except Articles 6, 11, and 12, which shall be binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

17.5.4 All costs for the services of the arbitrator shall be borne equally by the District and the Association.

17.5.5 The parties may, upon mutual agreement, elect to conduct the arbitration under the Expedited Rules of the American Arbitration Association.

17.6 Formal Level – Level IV (Advisory Arbitration Board Review)

17.6.1 In the event the grievant is not satisfied with any advisory decision at Level III, the grievant may appeal the advisory decision in writing to the Board within ten (10) days of such decision.

17.6.2 The written appeal shall include a copy of the original grievance and related appeal documentation, as well as a clear and concise statement of the reason(s) for the appeal to Level IV.

17.6.3 The Board shall render a final and binding decision based on the record and any additional information or testimony it may deem necessary.

17.7 General Provisions

17.7.1 If any step of the grievance procedure is not followed by the Administrator handling it, the grievance automatically proceeds to the next step. Absent mutual written agreement to waive the time limits shall constitute a waiver of the grievance.

17.7.2 At any point in the procedure the grievance may be withdrawn by mutual consent.

17.7.3 No reprisals shall be taken against any unit members as a result of their participation in the grievance procedure.

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 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.

18.1.2 Unit members or safety committee members shall report in writing promptly to the immediate supervisor or the 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 principal shall investigate the alleged hazardous condition(s). Upon verification by the District that a hazardous condition exists, the District shall take 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 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 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 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.

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.

ARTICLE 19: COMPLETION OF MEET AND NEGOTIATION

19.1 Unless otherwise expressly provided herein, during the term of this Agreement the Association expressly waives its right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.

ARTICLE 20: CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there shall be no strike, work stoppage, slowdown of required duties, or similar activity by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 20.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown of required duties, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 20.3 This Article shall be suspended, pending a settlement at such time as the parties conclude the fact-finding and post fact-finding mediation of Sections 3548.3 and 3548.4 of the Educational Employment Relations Act when negotiating re-openers as specified in Article 1.

ARTICLE 21: ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

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.

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 one (21) Articles and three (3) appendices.

APPENDIX

A

Certificated Salary Schedule

WISEBURN UNIFIED SCHOOL DISTRICT
2019-2020
CERTIFICATED SALARY SCHEDULE
(BASED ON 185 WORKDAYS)

REGULAR OR STANDARD CREDENTIAL						
STEP	Group I BA	Group II BA+30	Group III BA+45	Group IV BA+60	Group V BA+75	
1	52,911	54,157	-	-	-	
2	53,895	55,418	-	-	-	
3	54,876	58,106	61,334	-	-	
4	58,106	61,334	64,561	-	-	
5	61,334	64,561	67,790	71,018	74,246	
6	64,561	67,790	71,018	74,246	77,476	
7	67,790	71,018	74,246	77,476	80,703	
8	71,018	74,246	77,476	80,703	83,931	
9	74,246	77,476	80,703	83,931	87,158	
10	77,476	80,703	83,931	87,158	90,387	
12	79,753	82,982	86,209	89,438	92,665	
15	82,411	85,640	88,868	93,911	95,326	
20	85,827	89,059	92,288	99,988	104,952	

Salaries rounded to nearest dollar

SCHEDULE A - EMERGENCY CREDENTIAL ONLY		
STEP	GROUP I BA	SCHEDULE A: Includes all teachers with only an emergency credential.
1	-	

CREDENTIALLED		
GROUP	I:	Includes all teachers who hold a Regular or Standard Credential and do not qualify for Group II, III, IV or V.
GROUP	II:	Includes all teachers who hold a Regular or Standard Credential and have at least 30 semester units of university credit earned subsequent to the granting of the Bachelor's Degree. Sixteen of the additional 30 units must be upper division or graduate units.
GROUP III, IV, OR V placement requires 2 or 4 years public school experience		
GROUP	III:	Includes all teachers who hold a Regular or Standard Credential and have at least 45 semester units of university credit earned subsequent to the granting of the Bachelor's Degree. Ten of the additional 15 units (to the previous groups' requirements) must be upper division or graduate units.
GROUP	IV:	Includes all teachers who hold a Regular or Standard Credential and have at least 60 semester units of university credit earned subsequent to the granting of the Bachelor's Degree. Ten of the additional 15 units (to the previous groups' requirements) must be upper division or graduate units.
GROUP	V:	Includes all teachers who hold a Regular or Standard Credential and have at least 75 semester units of university credit earned subsequent to the granting of the Bachelor's Degree. All 15 of the additional units (to the previous groups' requirements) must be upper division or graduate units.

Recognition/Stipends:

1:	Non-Wiseburn public school experience.....	7 year maximum
2:	Master's Degree.....	\$800/yr
3:	30 upper division or graduate units beyond Group V	\$350/yr
4:	Teacher-in-charge.....	\$1000/yr
5:	SST Leader.....	\$1500/yr
6:	Lead Teacher/Textbook Adoption.....	\$1000/yr
7:	AVID Coordinator.....	\$1000/yr
8:	Partner Teacher.....	\$500/yr
9:	Yearbook Advisor.....	\$500/year; \$300 each, if shared
10:	Pep Squad Advisor.....	\$500/year; \$300 each, if shared
11:	Home Teacher.....	\$35/hr
12:	Hourly Work.....	\$35/hr

APPENDIX

B

SLP Salary Schedule

WISEBURN UNIFIED SCHOOL DISTRICT

**SPEECH LANGUAGE PATHOLOGIST SALARY/BENEFIT SCHEDULE
2019-2020**

SALARY

CLASSIFICATION	Months	Work Days	Sched	Range	STEP I	STEP II	STEP III	STEP IV	STEP V
SPEECH LANGUAGE PATHOLOGIS	12	195	E	1	\$86,049	\$90,352	\$96,156	\$101,361	\$107,160
Monthly	12	195	E	1	\$7,171	\$7,529	\$8,013	\$8,447	\$8,930

Salaries rounded to the nearest dollar

Anniversary Date:	One Year from Date of Hire
Effective Date:	July 1, 2019
Board Approved:	February 12, 2020

ADD:	\$800.00 STIPEND FOR DOCTORATE
	\$500.00 STIPEND FOR CAREER INCREMENT COMMENCING W/ 20TH YR OF SRVC
	\$500.00 STIPEND FOR CAREER INCREMENT COMMENCING W/ 30TH YR OF SRVC

* Eleven (11) months, with specified days in July or August as determined by District administrator.

BENEFITS

Pro-rated for assignments 50% and over. No benefits for assignments under 50%.

Medical Coverage	October 1st - September 30th. Monthly premium cap of \$650.00 (\$600 per month Oct - Dec 2019). Employees hired after July 1, 2002 electing out of health coverage through the District will receive \$1,500 per year. Employees hired prior to July 1, 2002 electing out of health coverage through the District will receive \$3,000 per year.
Dental Coverage	October 1st - September 30th - one party coverage as determined by Keenan and Associates
Income Protection	District paid premium. Currently \$14.40 per month x 10 months = \$144.00
Life Insurance	District paid premiums. Currently \$9.00 per month x 10 months = \$90.00 \$50,000.00 policy

WISEBURN UNIFIED SCHOOL DISTRICT
AND
WISEBURN FACULTY ASSOCIATION

MEMORANDUM OF UNDERSTANDING
LCFF K-3 GRADE SPAN ADJUSTMENT

1. The Wiseburn Unified School District (“District”) and Wiseburn Faculty Association (“Association”) acknowledge that as a condition to receiving the augmentation funding for K-3 grade span adjustment under the Local Control Funding Formula (LCFF), the District is required to maintain an average class enrollment of not more than 24 pupils in grades K-3 at each school site upon full implementation of LCFF (currently 2021) (Education Code section 42238.02(d)(3)(D)), unless the District and Association have negotiated an alternative annual average class enrollment for each school site (Education Code section 42238.02(d)(3)(B), (C) and (D)).

2. The following represents the negotiated agreement between the District and Association concerning Grade K-3 effective July 1, 2014.

The District shall maintain an annual average class enrollment at each school site not to exceed 24.5:1 for grades K-3.

3. The District and Association concur that the negotiated agreement in paragraph 2 above constitutes an “alternative annual average class enrollment for each school site” within the meaning of Education Code section 42238.02(d)(3)(B), (C) and (D).

4. If at any time the District learns that compliance with this Memorandum of Understanding may result in any reduction to its augmentation funding for K-3 grade span adjustment, the District and Association agree to immediately meet and negotiate to bring the above grade span adjustment language exception into compliance with the law.

This Memorandum of Understanding shall be effective July 1, 2014 through June 30, 2021. The District and Association reserve the right to negotiate changes in paragraph 2 above during any school year covered by the terms of this Memorandum.

AGREED: September 30, 2014 / Signatures on file

Jennifer Flanders
Wiseburn Faculty Association

Date: 9/30/14

Tom Johnstone
Wiseburn Unified School District

Date: 9/30/14

WISEBURN UNIFIED SCHOOL DISTRICT
AND
WISEBURN FACULTY ASSOCIATION

MEMORANDUM OF UNDERSTANDING

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 postings on website (Dana Middle School), program development, record keeping, instructional materials preparation, special help to students, student supervision including yard duty, test preparation, paper grading, report card preparation, use of PowerSchool student information system (if appropriate), parent conferences, use of voicemail telephone system (if available), checking e-mail daily and responding to e-mails within 48 hours on work days (excludes weekends), student counseling, Independent Study Contracts, tutoring and detention, provide input on evaluation of aides to their classroom, attendance and participation in 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 not count as one of those days) and this extended timeline will be communicated in advance to administration, parents, and students.

AGREED: October 19, 2015 / Signatures on file

Jennifer Flanders
WFA Lead Negotiator

Date: 10/19/15

Tom Johnstone
Wiseburn Unified School District

Date: 10/19/15