

AGREEMENT

between the

WILLOWS UNIFIED SCHOOL DISTRICT

and the

WILLOWS UNIFIED TEACHERS ASSOCIATION

June 30, 2013

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ARTICLE 1
AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Willows Unified School District (“Board”) and the Willows Unified Teachers Association, a chartered affiliate of the California Teachers Association/National Education Association (hereafter referred to as “the Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

ARTICLE 2
RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees, excluding adult education teachers, home teachers, summer school teachers, day-to-day and long-term substitute teachers, management employees, supervisory employees, confidential employees, consultant employees and emergency employees.

ARTICLE 3
ASSOCIATION RIGHTS

- 3.1 The Association and its members shall have the right of access to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication. The Association will sign the Civic Center Permit to clear, on a yearly basis, the use of equipment on site. Postings will carry an Association identification mark. The Association has the right to use institutional facilities for the purpose of meetings concerned with conducting its business. The Association will consult and obtain advance authorization from the site administrator for the use of a suitable and available facility.
- 3.2 The Association representative may obtain the names and assignments of unit members, and where authorized by the unit member, the addresses and phone numbers from the District Office, at any time, within five (5) working days following the request.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1 This Article is intended to insure that the District retains those rights granted by law. This Article is not intended nor shall it be construed as: 1) expanding the rights of the District; 2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or 3) waiving or diminishing the rights of the Willows Unified Teachers Association. The exercise of these rights shall not breach this Agreement, or shall not be cited to justify any actions by the District of grievable matters. The District therefore retains the rights that include but are not limited to: 1) determine its organization; 2) determine its operations; 3) establish its educational policies; 4) maintain the efficiency of the District; 5) build, move or modify facilities; 6) establish budget procedures and determine budgetary allocations; 7) determine methods of raising revenue; 8) determine curriculum.

ARTICLE 5
PERSONAL FREEDOM AND THE FREEDOM TO TEACH

- 5.1 Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any reasonable Board regulation, State, or Federal law.
- 5.2 The Board shall not discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, pregnancy, physical handicap, membership in employee organizations, or physical features.
- 5.3 A unit member has the right to become a candidate for political office. (*See* paragraph 12.15.6.)
- 5.4 The District shall not interfere with a unit member's freedom of speech or use of materials in the classroom unless such speech or materials are not relevant to the purpose for which the class was created, are not suitable to the maturation level of the children being taught, or are not necessary for the learning experience.
- 5.5 All provisions of this collective bargaining agreement, as well as District policies and procedures, shall be applied equitably to all unit members.

ARTICLE 6
PERSONNEL FILES

- 6.1 The Board shall not base any adverse action against a unit member upon materials which are contained in such a unit member's personnel file unless the materials have been placed in the file and the unit member has been notified. Such notification shall consist of a written copy annotated that such materials were placed in the file and given directly to the unit member by the supervisor. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material has been drafted and placed in the file.
- 6.1.1 Negative or derogatory materials placed in a personnel file shall be put in written form within ten (10) working days after the supervisor knew of, or with the use of reasonable diligence should have known of, the incident or circumstances which resulted in the adverse action.
- 6.2 A unit member shall be provided any negative or derogatory materials before it is placed in his/her personnel file. He/she shall also be given an opportunity during the next five (5) working days to initial and date the material and to prepare a written response to such material. The written response will be submitted within five (5) working days from date of receiving written notification. In the event that professional consultation is necessary, an extension of a mutually agreed upon time shall be granted.
- 6.3 Negative or derogatory materials used in bringing charges against a unit member which are found to be without substance by any official or body having final judicial authority on the question of such charges shall be removed from the personnel file.
- 6.4 The unit member shall be permitted to inspect his/her personnel file(s) upon request. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of material in such unit member's personnel file. A charge for such copies may be made.
- 6.5 The content of all personnel files shall be kept in strictest confidence. Access to personnel files shall be limited to the unit member, his/her designated representative, to the District administration on a "need to know" basis, and to members of the Governing Board at a personnel session of the Board. A log shall be kept of those who investigate the file with the exception of routine clerical use of the file.
- 6.6 All derogatory material which has remained in a personnel file for a period of three (3) years shall be sealed provided no additional related incidents have been recorded.
- 6.7 Personnel files of members of this unit may be kept at both the District Office and the School Principal's Office and are limited to these two locations. Regardless of location, both files come under the provisions of this Article.

ARTICLE 7
TEACHER SAFETY

- 7.1 Unit members shall not be required to work under unsafe, hazardous, or unsanitary conditions. Unit members shall not be asked to perform tasks which endanger their health, safety, nor the health and safety of others.
- 7.2 When a unit member becomes aware of a potential or actual unsafe, hazardous, or unsanitary condition, including the potentially or actually dangerous behavior of people, he or she shall notify either the Principal or Superintendent. If the situation is currently or imminently dangerous, the unit member may take action immediately to insure his or her safety before notifying the Superintendent or Principal.
- 7.3 If possible, the Principal or Superintendent will act to correct the situation referred to in paragraph 7.2 above.
- 7.4 If corrective action is delayed or if corrective action is not taken, the Principal, Vice Principal or Superintendent shall state to the unit member in writing, the reasons for the delay or failure to take action. This written statement shall be given to the unit member within three (3) working days of notification of such conditions to the Principal, Vice Principal or Superintendent.
- 7.4.1 If delay of corrective action would result in the health or safety of unit members and/or students being jeopardized, the Administration shall take all necessary steps to remove unit members and/or students from endangerment immediately.
- 7.5 The Board shall give full legal defense to any unit member who suffers an assault while in the performance of his or her duties, so long as the performance of the duties is in accordance with accepted District practice.
- 7.6 When absence arises out of or from such assault, the unit member may request the Board to grant relief from any loss of sick leave or personal leave.
- 7.7 The Board shall maintain in effect an insurance policy which provides reimbursement to unit members for any loss, damage, or destruction of personal property suffered as a result of/while performing services for the Board. Coverage limits, and reimbursement procedures, shall be equal to, or greater than, those in effect at the end of the 1986-1987 school year.

ARTICLE 8
PUBLIC CHARGES

- 8.1 The Board shall not allow charges or complaints against individual unit members of the District at a public meeting of the Board. All such charges, if presented directly to the Board, shall be referred to the Superintendent for investigation. In addition, any parent or citizen complaint directed to the school administration about a teacher that is deemed to be serious enough to warrant investigation shall first be addressed to the Site Principal. The Site Principal shall notify the Superintendent of the complaint and that he or she is conducting an investigation. The Superintendent may respond, after evaluation of the complaint, that his/her office will take over the investigation and the following procedures will then take place:
- 8.1.1 If no substance is found to the charge or complaint, then the matter will be dropped and the Principal or Superintendent's notification that no substance to the charge was found will be mailed to the unit member and that complainant, and filed in the unit member's personnel file. This preliminary investigation, finding, mailing, and filing shall be accomplished within a reasonable time of the initial notification to the Superintendent or the Principal of the complaint. The unit member may attach a statement to the material that is placed in his personnel file. If no substance is found to the charge or complaint, then all materials pertaining to the charge or complaint shall be removed upon unit member's request.
- 8.1.2 If during the preliminary investigation, the Superintendent or Site Principal finds reason to believe there may be substance to the charge or complaint, the unit member shall be notified in writing of the charge or complaint and of the identity of the complainant.
- 8.1.2.1 If, at the end of the preliminary investigation, the Superintendent or Principal finds no substance to the charge or complaint, then the matter will be dropped, and notification shall take place as in paragraph 8.1.1 above. The unit member may attach a statement to the material that is placed in his/her personnel file.
- 8.1.3 Within ten (10) days of the Superintendent's or Site Principal's notification of the results of the preliminary investigation, either party or the Superintendent, if he/she deems it advisable, may request that an administrative conference be held. The Superintendent shall notify all parties as to the date and time of said conference. The complainant will be requested to be present and submit the complaint in writing. District assistance by a disinterested management employee will be offered to prepare the written complaint. If a satisfactory resolution between the parties is achieved, the matter will be dropped, and a copy of the written charge, statements by the unit member, findings by the

Superintendent, and the resolution will be placed in the unit member's personnel file within ten (10) days.

- 8.1.4 Failure by the complainant to attend the administrative conference or to place the charge or complaint in writing shall cause the complainant to be dropped and an annotated entry to that effect will be placed in the personnel file. All materials pertaining to the complaint shall be removed from the personnel file upon the unit member's request.
- 8.1.5 If, as a result of the administrative conference, a satisfactory resolution between the parties is not achieved, then the Superintendent shall judge the validity or invalidity of the charge. A copy of the written charge, statements by the unit member, findings of the Superintendent, points of disagreement, and proposed resolution by the Superintendent, shall be placed in the unit member's personnel file within ten (10) days.
- 8.1.6 Within ten (10) days of the conclusion of the administrative conference, either party or the Superintendent may appeal the entire matter to a closed session of the Board, whose decision will be the final decision of the District in regard to the matter. At the closed session, the Board will consider the written charge, the statements of the unit member, the findings of the Superintendent or Site Principal, points of disagreement, the Superintendent's statement of the validity or non-validity of the charge, and any proposed resolution. The Board's decision and a statement of its findings shall be placed in the unit member's personnel file within ten (10) days of the conclusion of the closed session.
- 8.1.7 Any party to these proceedings may be accompanied by a representative of his or her choosing at any level of the proceedings under this Article.
- 8.1.8 Charges or complaints which are withdrawn or shown to be false shall not be utilized in any disciplinary, dismissal, or evaluation procedure against the unit member.

ARTICLE 9
PROCEDURE FOR EVALUATIONS

9.1 Frequency of Evaluation

9.1.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will also receive interim evaluations on or before December 1 and on or before February 1.

9.1.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members given a rating of “progress toward standards not evident” in any *category* on the Formal Evaluation Summary shall be formally evaluated each school year.

9.1.2.1 Members receiving a rating of “progress toward standards not evident” in one (1) out of the first four (4) categories may be rated “unsatisfactory” overall for the purpose of referring teachers to the PAR program only. This rating of “unsatisfactory” is not intended to indicate that the member has been proven to be unsatisfactory as per Education Code dismissal proceedings.

9.1.2.2 In order for a category to be unsatisfactory overall, fifty percent (50%) or more of the elements in that category must be marked “progress not evident.” In order for an element to be marked “progress not evident,” a majority of the indicators under that element must be marked “progress not evident.” This rating shall be determined on the Rubric for Teaching Standards included in Appendix B.

9.2 Areas of Evaluation

The District shall evaluate and assess certificated unit member performance as it reasonably relates to:

- I. Pupil Progress Towards Standards of Expected Achievement: The progress of students towards the Governing Board’s established standards of expected pupil achievement at each grade level in each area of study;

- II. The Establishment and Maintenance of a Suitable Learning Environment within the scope of the unit member's responsibilities;
- III. The unit member's Adherence to Curricular Objectives;
- IV. The Instructional Techniques and Strategies used by the unit member; and
- V. The Performance of Non-Instructional Duties and Responsibilities, including supervisory, participatory and advisory duties.

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Upon request, unit members will be provided a copy of their job description.

9.3 Use of Publishers' Norms

The evaluation and assessment of unit members' performance pursuant to this Article shall not include the use of students' standardized test scores.

9.4 Notice to Unit Members

No later than October 1, of the year in which the formal or informal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, the Governing Board's Established Standards of Expected Pupil Achievement at each grade level in the area of study, and the identity of their evaluator. In addition, the District shall give each probationary and/or temporary unit member the name of an experienced person who will provide assistance to the unit member.

9.5 Pre-Conference and Evaluation Plan

The unit member being evaluated and the evaluator shall meet to establish:

- 9.5.1 No later than October 15, the standards to be achieved in the areas described in Section 9.2 during the evaluation period;
- 9.5.2 A formal evaluation plan which shall offer the evaluatee an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal observation shall be conducted no later than December 1; and
- 9.5.3 By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the

areas of evaluation described in Section 9.2: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

9.6 Classroom Observations/Post Observation Conferences

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first observation, the District shall give the unit member at least two (2) days' notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1) and the number of informal observations may be reduced from two (2) to one (1).

9.7 Formal Evaluation Summary

9.7.1 All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed by May 1. All final evaluation conferences for probationary 2 unit members shall be completed by February 15. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. All copies must be signed by the evaluator and the evaluatee.

9.7.2 If a permanent unit member is given a "Progress Not Evident" in one (1) of the four (4) top categories, they shall be referred to the PAR program as per paragraph 9.1.2 of this Agreement.

9.7.3 Where the evaluatee receives an overall unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary.

9.7.4 The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file.

9.8 Alternative Evaluation

The District and the Association share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

9.8.1 Participants

The following certificated personnel will be eligible to participate in an alternative evaluation system.

9.8.1.1 All permanent certificated employees.

9.8.1.2 Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.

9.8.1.3 There will be no limit on the number of participants at each site.

9.8.1.4 The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article 9.8 of the Collective Bargaining Agreement.

9.8.1.5 Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned during the year to the traditional evaluation process as outlined in Article 9 of the collective bargaining agreement between the District and the Association. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.

9.8.2 Process

9.8.2.1 Goal Setting

The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:

9.8.2.1.1 Agree on the goals and the selection of the alternative evaluation option.

9.8.2.1.2 Develop timelines for completion.

9.8.2.1.3 Review how the alternative evaluation option will enhance student learning.

9.8.2.2 Alternative Evaluation Options

The certificated employee should select alternative evaluation options which are in close alignment with his/her annual goals. The District-wide approved alternative options are described as follows:

9.8.2.2.1 Individual Growth Activities

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in this category are:

- ! Video Taping a Classroom Lesson - (Self-analysis)
- ! Portfolio Assessments - (training, development and use)
- ! Self Evaluation - (formative and summative)
- ! Student and Parent Feedback
- ! Teacher-Created Projects

9.8.2.2.2 Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Educational Team Growth Activities are:

- ! Cognitive Coaching
- ! Video Taped Lessons - (with peer reviewer)
- ! Inter-Intra Disciplinary Grade Level Teams
- ! Peer Classroom Visitations
- ! Collaborative Teaching and Presentations to Staff
- ! Teacher Team Created Projects

9.8.2.2.3 Educational Research

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of evaluation shall be included in the project. This may be completed in conjunction with graduate course work or a District curriculum project.

9.8.2.3 Collaboration

The District and the Association believe the most effective professional growth occurs through collaboration.

The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.

All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site.

9.8.2.4 Timelines

The certificated employee will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

9.8.2.5 Final Report

Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting District Standards will be included in the personnel file.

ARTICLE 10
PEER ASSISTANCE AND REVIEW PROGRAM

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to, or who volunteer for, the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

10.1 Joint Committee (JC)

10.1.1 Joint Committee shall consist of five (5) members, three (3) of which shall be Association members and certificated classroom teachers who are appointed to serve by the Association. The District shall choose the remaining two (2) members.

10.1.2 The Joint Committee shall establish its own meeting schedule. To meet, two-thirds (2/3) of the members of the Joint Committee must be present. Such meetings shall not generally take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. Each member of the Joint Committee will receive a stipend of Three Thousand Dollars (\$3,000) the first year (2002-03) and then Two Thousand Dollars (\$2,000) each year following.

10.1.3 All decisions made by the Joint Committee shall be made by majority vote.

10.1.4 The Joint Committee shall be responsible for the following:

10.1.4.1 The Joint Committee shall control all PAR funds received for this program by the District. No more than five percent (5%) shall be designated for administrative purposes.

10.1.4.1.1 The funds designated for the PAR program are intended to fully support that program. An annual budget shall be prepared by the Joint Committee before October 1 of each school year. This is a stand alone program, with no encroachment costs on the general fund. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.

- 10.1.4.1.2 In any given year, ten percent (10%) of the total funding may be reserved for providing ongoing, non-evaluative, support for beginning teachers, unless the number of Referred Participating Teachers is so great as to necessitate the encroachment on this New Teacher Assistance fund. This decision will be determined by the Joint Committee. The parties may meet at any time to raise this amount upon mutual agreement.
- 10.1.4.2 Providing annual training for the Joint Committee's members.
- 10.1.4.3 Establishing its own Rules of Procedure, including the method for the selection of a Chairperson.
- 10.1.4.4 Selecting the panel of Consulting Teachers.
- 10.1.4.5 Selecting the trainers and/or training providers.
- 10.1.4.6 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program. This training shall include, but not necessarily be limited to, peer coaching, due process, adult learning theory and duty of fair representation.
- 10.1.4.7 Sending written notification of participation in the PAR program to the Referring Participating Teacher, the Consulting Teacher and the site principal.
- 10.1.4.8 Making available the panel of Consulting Teachers for selection by the Participating Teacher.
- 10.1.4.9 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 10.1.4.10 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 10.1.4.11 Establishing a procedure for application as a Consulting Teacher.
- 10.1.4.12 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR program, the budget available and other relevant considerations.

- 10.1.4.13 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR program.
- 10.1.4.14 Evaluating annually the impact of the PAR program in order to improve the program.
- 10.1.5 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 10.1.6 The District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from their performed functions in Peer Assistance and Peer Review. The Association may retain the right to select its own attorney to represent it in such actions, at Association expense and would then maintain complete control of the litigation.

10.2 Referred Participating Teachers (RPT)

- 10.2.1 An unsatisfactory final evaluation is one in which the referred teacher has received at least one (1) "Improvement is Required to Continue in Employment" or two (2) or more "Needs Improvement" in the following standards elements (as defined and designated in the Willows Unified School District Certificated Evaluation Form):
 - 2. The staff member obtains desired student achievement.
 - 3. The staff member keeps students at task and under control.
 - 4. The staff member uses teaching strategies appropriate to the subject.
 - 6. The staff member has knowledge of subject matter and keeps current.
- 10.2.2 A Referred Participating Teacher may select his/her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee, with the concurrence of the Consulting Teachers. A different Consulting Teacher must be selected and approved by the Joint Committee to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- 10.2.3 The Referred Participating Teacher has the right to be represent throughout these procedures by the Association representative of his/her choice.

10.3 Volunteer Participating Teachers (VPT)

10.3.1 A Volunteer Participating Teacher is a teacher with permanent, temporary or probationary status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. A Volunteer Participating Teacher shall participate at the approval of the Joint Committee. The Volunteer Participating Teacher may terminate his/her participation in the PAR program at any time.

10.3.2 All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

10.4 Consulting Teachers (CT)

10.4.1 Consulting Teachers are teachers who provide assistance to a Participating Teacher pursuant to the PAR program. The qualifications for Consulting Teachers shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

10.4.1.1 A credentialed classroom teacher with permanent status.

10.4.1.2 A minimum of six (6) recent years of experience in classroom instruction.

10.4.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

10.4.1.4 Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills and experience working on school or District committees.

10.4.2 In filling positions for Consulting Teachers, each applicant is required to submit three (3) written references from individuals with specific knowledge of his/her expertise, as follows:

10.4.2.1 A reference from a building principal or immediate supervisor.

10.4.2.2 A reference from an Association representative.

10.4.2.3 A reference from another classroom teacher.

Also, the Joint committee shall, if necessary, conduct a classroom observation of applicants. All applications and references shall be treated with confidentiality.

- 10.4.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee.
- 10.4.4 A Consulting Teacher shall be provided release time as needed and as approved by the Joint Committee.
- 10.4.5 The term of Consulting Teachers shall be a maximum of three (3) consecutive years as determined annually by the Joint Committee. A teacher may not be appointed to an administrative position in the District during the year they are serving as a Consulting Teacher.
- 10.4.6 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. Consulting Teachers shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a base stipend of One Thousand Dollars (\$1,000) for training. When paired with a Participating Teacher, the Consulting Teacher will receive One Thousand Five Hundred Dollars (\$1,500) per Participating Teacher, per year or prorated for any portion of the year.
- 10.4.7 Consulting Teachers shall have the responsibility for no more that two (2) Participating Teachers at any one time. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher. The amount of time each RPT shall receive shall be no less than collectively deemed “minimally necessary” by the Joint Committee, Consulting Teacher and RPT.
- 10.4.8 The Consulting Teacher shall meet with the RPT to discuss the PAR program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR program.
- 10.4.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 10.4.10 The Consulting Teacher shall monitor the progress of the RPT and shall provide periodic written reports and/or oral reports to the RPT for discussion and review.

- 10.4.11 The Consulting Teacher shall continue to provide assistance to the RPT until the teaching performance, as determined by the District, of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the consulting Teacher's Final Report shall be submitted to and discussed with the RPT to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the Final Report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Consulting Teacher shall submit the Final Report to the Joint committee. The RPT shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The RPT shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his/her choice.
- 10.4.12 The Consulting Teacher's report on participation in the PAR program shall be made available to the District for placement in the Participating Teacher's personnel file and may be used in the evaluation of the RPT.
- 10.4.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings and any other litigation arising from the Consulting Teacher's performed duties in Peer Assistance and Peer Review. The Consulting Teacher may choose to retain his/her right to select his/her own attorney to represent him/her in such actions, at his/her own expense.
- 10.4.14 The terms of the PAR Program may be open to renegotiation at the request of either party one (1) year after the implementation of the Program.

ARTICLE 11 **TRANSFERS**

11.1 Definitions

- 11.1.1 A transfer is a change in assignment from one school to another. For unit members at Murdock, Willows Intermediate, and Willows High School, a transfer shall be defined as from any one of the following grade levels: K-5, 6-8, 9-12 to another. Any change in assignment between Special Education and the regular classroom will be considered a transfer.
- 11.1.2 A voluntary transfer is one which is initiated upon application of the unit member.
- 11.1.3 An involuntary transfer is one which is initiated by the Administration or Board.
- 11.1.4 A vacancy is any certificated job opening within the District.
- 11.1.5 A Reduction in Force (RIF) is a layoff or reduction of unit members for the ensuing year, not based on disciplinary action.

11.2 Vacancies

- 11.2.1 Certificated vacancies shall be publicized utilizing the District's email system to all unit members, posted to the District's website, and sent to the Association. Copies will be placed on school bulletin boards.
- 11.2.2 Notices of vacancies shall not be circulated outside of the District until it has been determined, after advertisement in the District for five (5) days, that no applicant is forthcoming from the District.
- 11.2.3 Notice of any vacancy that has not been posted prior to the last week of school shall be posted on the District's website and sent to each unit member through the District's email system. If a unit member provides his/her home email address prior to the last week of school, it will be linked to the District's email system. Additionally, a separate mailing to an individual unit member's home address will be made if such a request is given to the district office prior to the last week of school.
- 11.2.4 In-District applicants will be interviewed and informed of the decision regarding the vacancy prior to any screening of outside applicants.
- 11.2.5 All vacancies for positions other than regular teaching positions shall be filled by members of the bargaining unit only upon voluntary requests.

- 11.2.6 If a request by a bargaining unit member to fill a vacancy is denied, such denial shall not be punitive or disciplinary and shall be only on the basis of legitimate educational related needs. The unit member shall be provided with the specific reasons for the denial in writing, if requested.
- 11.2.7 Vacancies which open within the District after September 30, will be filled by a temporary employee. The vacancy will be advertised when it occurs, to be filled on a temporary basis, but open to current District employees for the following school year, under the provisions of this Article.

The District will notify in-District applicants of the decision regarding filling the vacancy within ten (10) days, five (5) of which must be student school days, of the closing date.

11.3 Voluntary Transfers

- 11.3.1 A unit member may request, in writing, at any time, a voluntary transfer to take effect during the school year or at the beginning of the next school year. Receipt of the transfer application shall be acknowledged in writing by the District Office within five (5) working days of the receipt.
- 11.3.2 In order for a voluntary transfer request to be considered, it must be submitted no later than ten (10) days (five (5) of which must be student school days) after the posting of the vacancy notice.
- 11.3.3 No unit member shall be overtly or indirectly pressured by the Board to seek a voluntary transfer.
- 11.3.4 In-District applicants will be interviewed and informed of the decision regarding the transfer prior to any screening of outside applicants.
- 11.3.5 A voluntary transfer request will be honored barring a denial by the Administration based upon the transferee's ability in filling the vacancy. If a voluntary transfer request is denied, the unit member shall be provided with the specific reasons for the denial, if requested. No reprisal shall be taken against any unit member for submitting a transfer request.
- 11.3.6 When two (2) or more applications for transfer to the same position are received, the Superintendent must give consideration to the unit member with greatest seniority within the District except where in direct conflict with Affirmative Action guidelines.
- 11.3.7 Transfers shall not be denied for punitive or disciplinary reasons. They shall be denied on the basis of legitimate, educational-related needs of the District.

11.3.8 Transfer applications will be kept active for a period of two (2) years, unless withdrawn. Such applications may be withdrawn at any time.

11.4 Involuntary Transfers

11.4.1 Transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate, educational-related needs of the District.

11.4.2 Before a unit member is involuntarily transferred, the District shall grant a voluntary request if the volunteer for the vacancy is appropriately qualified.

11.4.3 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 except where in direct conflict with Affirmative Action guidelines. No unit member will be involuntarily transferred if said unit member has been involuntarily transferred within a period of two (2) prior school years.

11.4.4 Unit members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies. The Board shall honor such requests on the same basis as paragraph 11.4.3 above.

11.4.5 A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing, if requested. If a grievance is filed, the transfer will not take effect until the completion of the grievance procedure.

11.4.6 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a unit member.

11.5 Re-assignments

11.5.1 Except in cases where extraordinary circumstances exist as determined by the Board, such as the possible need for late changes due to unforeseen demographic trends, all unit members shall be given written notice of any tentative assignment changes for the forthcoming year no later than May 20th. All unit members shall be informed of their new assignment by June 1, preceding the school year in which such assignment shall be effective.

11.5.2 Normally, unit members shall be given their subject matter assignments on or by June 1, except where class enrollment shifts necessitate late change.

11.5.3 Except when necessary to avoid lay-offs, unit members shall not be re-assigned outside the scope of their teaching certificate, and whenever possible, their major or minor fields of study without the consent of the teacher involved.

11.6 Reductions In Force (RIFs)

- 11.6.1 All sections of appropriate State and Federal laws shall apply.
- 11.6.2 The Board, when possible, shall let natural attrition take the place of RIFs.
- 11.6.3 The Board agrees to give reasonable leave time to any employees affected by RIFs and seeking new employment.
- 11.6.4 The Board agrees to notify the unit members of possible RIFs as early before March 15 as possible.
- 11.6.5 The District agrees to help type resumes and inquiries for new positions for unit members receiving RIF notices.

ARTICLE 12
LEAVE PROVISIONS

12.1 Personal Illness and Injury Leave

- 12.1.1 Full-time unit members shall be entitled to ten (10) days of leave with full pay for each school year for purposes of personal illness or injury.
- 12.1.2 If a unit member does not utilize the full amount of leave as authorized above in any school year, the amount not utilized shall be accumulated from year to year.
- 12.1.3 Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member.
- 12.1.4 After all earned leave, as set forth above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months beginning on the eleventh (11th) day of absence due to illness or injury. The amount deducted for leave purposes from the unit member's salary, after all fully paid sick leave has been utilized, shall be the amount actually paid a substitute employee employed to fill the position during the absence, or, if no substitute is employed, the amount which would have been paid to a substitute, but shall, in no event, exceed fifty percent (50%) of the unit member's regular salary.
- 12.1.5 If there is evidence of misuse of paid leave, a unit member may be required to present a medical doctor's certificate verifying personal illness or injury.
- 12.1.6 A unit member must contact the District's sub-caller system as soon as the need to be absent is known, but in no event later than 7:00 A.M. of that work day to permit the employer time to secure a replacement. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.
- 12.1.7 A unit member who is absent for one-half (½) day or less shall have deducted one-half (½) day from the accumulated leave; and if the absence exceeds more than one-half (½) day, a full day shall be deducted from accumulated leave.

Grade Level	¼ Daily Rate	½ Daily Rate	¾ Daily Rate	Full
K-5	Up to 1 hour of instruction	Over 1 hour, up to and including 3 hours	Over 3 hours, up to 4 hours	More than 4 hours

Grade Level	¼ Daily Rate	½ Daily Rate	¾ Daily Rate	Full
6-8	Up to 1 period of instruction	Over 1 period to and including 3 period or 2 periods and a prep	Over 3 periods, up to and including 4 periods or 3 periods and a prep	More than 4 periods
9-12	Up to 1 period of instruction	Over 1 period, up to 3 periods or 2 periods and a prep	Over 3 periods, up to 5 periods and including 3 periods and a prep or 4 periods and a prep	More than 4 periods

12.1.8 Each unit member shall be notified of their accumulated leave quarterly.

12.1.9 Should a unit member retire, all unused sick leave shall be credited to his/her retirement.

12.2 Personal Need

A unit member is entitled to up to three (3) days of personal need each year. This is taken off sick leave, but is not accumulated. No justification for use of this leave need be provided.

12.3 Maternity Leave

12.3.1 A unit member may take a leave of absence for expected maternity. Leave requests, except in an emergency situation, shall be submitted to the District Office at least thirty (30) days prior to beginning such leave.

12.3.2 Following the birth of the child, or in the event of a loss of child during maternity leave, the employee may return to a position comparable to that held at the time the leave commenced, with at least one (1) week's notice.

12.3.3 On the effective date of the maternity leave, no salary will be paid, and all sick leave and other financial benefits shall cease unless the unit member's physician certified that the unit member should be covered by disability leave.

12.3.4 A unit member on maternity leave who plans to return to work at the beginning of the next school year must give notice by March 1, of the current school year.

12.4 Disability Leave - Pregnancy

- 12.4.1 Unit members are entitled to use sick leave as set forth in the Personal Illness and Injury Leave Section for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are resumed, shall be determined by the unit member and the unit member's physician.
- 12.4.2 Unit members are entitled to leave without pay or other benefits for disabilities that are caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Personal Illness and Injury Leave Section has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 12.4.3 The unit member who takes an original pregnancy disability leave shall be entitled to return to the position held at the time leave commenced.
- 12.4.4 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as such under any health insurance or sick leave plan available in connection with employment by the school district.

12.5 Non-Discrimination

- 12.5.1 The District shall not, because of a unit member's pregnancy, do any of the following:
 - 12.5.1.1 Refuse to hire or employ.
 - 12.5.1.2 Refuse to select her for a training program leading to employment, reassignment or promotion except when such program would conflict with the period of pregnancy disability or maternity leave.
 - 12.5.1.3 Bar or discharge her from employment, reassignment or promotion.
 - 12.5.1.4 Discriminate against her in compensation or in terms, conditions or privileges of employment.

12.6 Leave Without Pay for Child Rearing and Adoption

- 12.6.1 Leave without pay or other benefits may be granted to a unit member for child rearing and adoption.
- 12.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay. Medical emergency may cause shortening of the thirty (30) day notice.
- 12.6.3 The duration of such leave shall consist of no more than ten (10) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional ten (10) months.
- 12.6.4 There shall not be a diminution of employment status for child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on such leave count toward credit for probationary teachers in earning tenure status.

12.7 Industrial Accident Leave

- 12.7.1 Unit members will be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provisions of the Glenn County Joint Powers Authority.
- 12.7.2 Such leave shall not exceed sixty (60) 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 (1) fiscal year for the same industrial accident.
- 12.7.3 For any days of absence from duty as a result of the same industrial accident, unit members' warrants shall have appropriate deductions made by the County Office in order that the total compensation from both sources will not exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

12.8 Jury Duty or Court Witness Leave

- 12.8.1 Whenever a unit member is necessarily absent in order to:
 - 12.8.1.1 Appear as a witness in court other than as a litigant; or

- 12.8.1.2 Respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee; or
- 12.8.1.3 Answer a call for jury duty, said call having been served in the manner provided by law, he/she shall reimburse the District for all money received as a witness or juror, mileage and meals excepted.
- 12.8.2 Unit members called for jury duty whose absence tends to disrupt the normal operation of the school district, and who wish to be excused, may forward their notice to report for examination or for jury duty immediately to the District Office, and an attempt will be made to have the employee excused. The District will not encourage employees to be excused.
- 12.8.3 Unit members absent under paragraph 12.8.1 of this Article who are relieved of their jury duty obligation inclusive of travel time and lunch, prior to or at twelve (12:00) noon, shall return to their school site and fulfill job-related duties.
- 12.8.4 The unit member may be required to present documentation of jury duty.

12.9 Sabbatical Leave

- 12.9.1 Any permanent unit member of the School District, who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of one (1) year.
- 12.9.2 Applicants for sabbatical leave shall file a request with the District Office not later than March 1st, prior to the year in which the leave is requested, on forms provided for this purpose. The application must be accompanied by a certification of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. The application must be approved by the Superintendent and the Governing Board.
- 12.9.3 The applicant shall submit evidence that the proposed study or travel shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, or to broaden experience in the teaching assignment.
- 12.9.4 Sabbatical leaves may be granted for the following purposes:
 - 12.9.4.1 Professional study – Applicants who apply for professional leave under this section shall agree to undertake a full load of at least sixteen (16) hours of undergraduate work, or twelve (12) hours of graduate work, or the equivalent thereof per semester.

- 12.9.4.2 Approved Travel – Applicants for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant’s services with respect to the particular educational field in which he/she is engaged.
- 12.9.5 A report shall be submitted on completion of the sabbatical leave attesting to the satisfactory fulfillment of this requirement.
- 12.9.6 The unit member must file, with the Governing Board, a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave, or make other arrangements to indemnify the District in the event said employee fails to return and to render two (2) full years of service in the District following the termination of the sabbatical leave, or in the event said employee fails to carry out the program of study or the itinerary of the trip approved by the Superintendent and the Governing Board.
- 12.9.7 Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death or certification by a physician that failure was due to physical or mental disability.
- 12.9.8 While on a sabbatical leave, the salary paid the unit member shall not be less than the difference between the salary of the unit member on leave and the salary of the substitute employed. The salary may be paid in the same manner and at the same time that said unit member would normally be paid were he/she in the District. Health insurance benefits approved for full-time unit members shall also apply to unit members on sabbatical leave.
- 12.9.9 At the expiration of the sabbatical leave, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave, or in a position within the scope of his/her certification.
- 12.9.10 A unit member returning from sabbatical leave will progress on the salary schedule the same as if he/she had remained in active service.
- 12.9.11 The number of unit members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the total number of unit members of the District.
- 12.9.12 Should more than this number apply for leave for the same semester, the granting of such leave shall be governed by:
- 12.9.12.1 Relative merits of reasons for requesting leave;

- 12.9.12.2 Reasonable distribution of applicants by assignment levels;
- 12.9.12.3 Priority of application;
- 12.9.12.4 Recency and number of applicant's previous leaves; and
- 12.9.12.5 Seniority.

12.10 Personal Necessity

- 12.10.1 A unit member entitled to Personal Illness and Injury Leave may use, at his/her election, not to exceed nine (9) days a year of such sick leave in cases of personal necessity for the following purposes:
 - 12.10.1.1 Extension of Bereavement Leave – Death of a member of the immediate family as defined in Bereavement Leave and including family members related by law or consanguinity.
 - 12.10.1.2 Serious Accident – Accident involving his person or property, or the person or property of a member of his immediate family.
 - 12.10.1.3 Immediate Family Illness – Serious or sudden illness of a member of his immediate family as defined in paragraph 12.10.1.1 above.
 - 12.10.1.4 Imminent Danger – Danger to the home or personal property of the unit member occasioned by flood, fire, etc., serious in nature which, under the circumstances the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during assigned hours of service.
 - 12.10.1.5 Court Appearance – Appearance in court as a litigant.
- 12.10.2 Whenever possible, the District shall be notified in advance of the need for personal necessity leave. A written statement regarding the reasons for such leave shall be made on the approved District form routed through the site administrator.
- 12.10.3 School principals shall have limited discretionary power to grant regularly employed unit members (other than temporary, hourly, and daily or short-term substitute employees) permission to be absent without loss of salary for parts of a day not exceeding one-half (½) day when good reason for absence exists, provided that:
 - 12.10.3.1 There shall be no detriment to the effective conduct of school or district operations;

12.10.3.2 Appropriate arrangements are made by the principal within the school or department to handle the unit member's assignment without the District providing a substitute;

12.10.3.3 Said discretionary power shall not be construed to mean a right to reduce the established number of working days per month or hours per day of the employee.

12.11 Bereavement Leave

A regular unit member will be granted a leave of absence without loss of pay not to exceed four (4) days, or six (6) days if out-of-state travel is required or three hundred (300) miles one-way travel, due to the death of any member of his immediate family or upon receipt of an official notice that a member of the immediate family is reported "missing in action" while in the armed services of the United States.

12.11.1 The immediate family for this policy is defined to include spouse, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member or spouse, or any relative living in the immediate household of the unit member.

12.11.2 A four (4) day bereavement leave may be granted for each death described above even though more than one (1) death occurs simultaneously; such leaves may be consecutive.

12.11.3 Request for bereavement leave shall be made to the District Office on the appropriate form prior to such leave, if possible.

12.12 Paternity/Adoption Leave

12.12.1 Unit members will be allowed one (1) day paternity/adoption leave each year without loss of pay. The leave may be taken immediately before, during or after (not to exceed thirty (30) days) the child's birth or adoption.

12.12.2 Necessity for such leave shall be submitted to the District Office on appropriate District forms.

12.13 School Visitation

12.13.1 Leaves of absence for the purpose of visiting other schools or attending to other assigned school business without loss of pay may be granted by the Superintendent.

12.14 Voluntary Absence

12.14.1 Requests to be excused from duty shall be submitted to the District Office as far in advance as possible to allow time to secure an acceptable substitute.

12.14.2 The following regulations will prevail in cases they cover:

12.14.2.1 Leave may be granted, by the Superintendent, without loss of pay for attendance at distinctly professional meetings of educational groups at which the District should be represented. Travel expenses may be allowed for this purpose within the limits of the budget provision.

12.14.2.2 Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to advance the welfare of the District through the upgrading and strengthening of the educational program, may be granted upon request of the employee by the Superintendent, without loss of pay to the unit member and with or without travel expense to the District.

12.14.2.3 Leaves may be granted to employees for attendance at conventions or meetings of organizations composed of people engaged in education, but interested primarily in improving the working conditions of school employees upon request of the employee and recommendation of the Superintendent. The unit member shall be required to reimburse the District for the amount required to pay the substitute.

12.14.2.4 The Association shall have ten (10) days of unpaid leave available to use at its discretion. The Association shall give three (3) unit member's working days notice of intent to exercise this leave provision.

12.14.2.5 Leave for two (2) days each year may be granted for the conduct of personal business. This leave is not accumulative and salary for such leave will be differential between the unit member's salary and the substitute employed. Such leave must be requested in advance through the Superintendent to allow time to procure a suitable substitute.

12.15 Unpaid Leaves

12.15.1 Association unit members may be given, by Board approval, up to one (1) year of unpaid leave for personal reasons or educational growth reasons.

- 12.15.2 Except in extreme emergencies, request for unpaid leave of one (1) semester or longer must be submitted to the District Office in writing forty-five (45) days prior to the anticipated beginning of the leave.
- 12.15.3 Unit members shall have the option to continue their benefits at their own expense.
- 12.15.4 Unit members shall notify the District at least thirty (30) days prior to the date that they are returning to work. (In case of leave for an entire school year, notice shall be given by March 1).
- 12.15.5 Unit members shall be entitled to return to a position for which they are certified.
- 12.15.6 A unit member who is a candidate for political office may be granted a leave of absence without pay in order to run for, or serve in, public or political office.

12.16 Strike Provisions

- 12.16.3 During the life of this Agreement the provisions of this Article shall not be utilized for the purpose of a strike.

12.17 Catastrophic Leave Bank

12.17.1 Definitions

- 12.17.1.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate a unit member for an extended period of time, or that incapacitates a member of the unit member’s family whose incapacity requires the employee to take time off work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because he or she has exhausted all of his/her sick leave and other paid time off. (Education Code §44043.5)
- 12.17.1.2 “Member of the unit member’s family” shall be limited to those persons enumerated in paragraph 12.11.1 of this Agreement.

12.17.2 Eligibility Requirements

Eligible sick leave may be pledged to a unit member for a catastrophic illness or injury if all of the following requirements are met.

- 12.17.2.1 All Unit members who are on active duty with the District who have permanent status and those second year probationary or temporary employees are eligible.
- 12.17.2.2 All Management Team members who are on active duty with the District who have completed one (1) full year of employment with Willows Unified School District and meet all of the other requirements set forth in this article are eligible.
- 12.17.2.3 All Confidential employees who are on active duty with the District who have completed one (1) full year of employment with Willows Unified School District and meet all of the other requirements set forth in this article are eligible.
- 12.17.2.4 The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible sick leave be pledged and provides verification of catastrophic injury or illness to the satisfaction of the Catastrophic Leave Bank Committee.
- 12.17.2.5 The unit member has exhausted all of his/her accrued leave except for any eligibility for differential pay.
- 12.17.2.6 The Catastrophic Leave Bank Committee verifies that the unit member meets all of the eligibility requirements.
- 12.17.2.7 Participation in the Catastrophic Leave Bank Program is voluntary.
- 12.17.3 Catastrophic Leave Will Be Overseen by the Catastrophic Leave Bank Committee.
 - 12.17.3.1 The committee will be comprised of three (3) administrators appointed by the Superintendent and two (2) unit members appointed by the Association.
- 12.17.4 Procedure for Pledging Sick Leave
 - 12.17.4.1 Eligible members may pledge when requested by the Catastrophic Leave Committee.
 - 12.17.4.2 Initial membership will be secured by a donation of two (2) days within the first thirty (30) days of the school year when the Bank is put into place and the first thirty (30) days of each school year thereafter. If the committee needs to make a call for pledges at any other time they will simultaneously open the window for enrollment for a time period to be determined by the committee.

- 12.17.4.3 Membership in the Bank will be maintained by contributing to the Bank each time a call for days is issued. Failing to contribute will begin the process of withdrawal from the Bank. A member who fails to contribute will remain a member for one (1) school year after failing to respond to a call for days. Should a member who has allowed his/her membership to lapse desire to rejoin the Bank, that member may do so by contributing a number of days required by the Bank during the lapsed period.
- 12.17.4.4 A member who remains a member for fifteen (15) consecutive years or who has contributed a total of ten (10) days will remain a member until termination of employment or termination of the program.
- 12.17.4.5 Unit members may pledge sick leave only if they have a minimum of ten (10) days accumulated sick leave.
- 12.17.4.6 All transfer of sick leave to the program is irrevocable.
- 12.17.4.7 Pledges shall be authorized in writing by the unit member.
- 12.17.4.8 Days pledged and granted will be without regard to the daily rate of pay of the recipient of donor.
- 12.17.4.9 Potential pledgers may wish to verify with STRS whether their contribution will impact their retirement record.

12.17.5 Procedure for Requesting Catastrophic Leave

- 12.17.5.1 A unit member desiring Catastrophic Leave pursuant to this section shall submit a written request to the Catastrophic Leave Bank Committee through the Superintendent. A meeting of the Catastrophic Leave Bank Committee will be called upon which will review the application for eligibility to the definition as provided in 12.17.1 above.
- 12.17.5.2 A member who receives Catastrophic Leave pursuant to this section shall use any leave he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 12.17.5.3 The maximum amount of pledged Catastrophic Leave that may be used by an individual under this section shall be ninety (90) days in each school year, as long as those days do not cause the employee to be granted an additional five (5) month differential period.

- 12.17.5.4 If a participant is incapacitated, requests for Catastrophic Leave may be submitted in writing by the participant's agent or a member of the participant's family.
- 12.17.5.5 Only unit members contributing into the Catastrophic Leave Bank shall be allowed to draw from the Bank.

12.17.6 Administrative Requirements

- 12.17.6.1 Catastrophic Leave shall not be used for illness or disability which qualify the unit member for Workers' Compensation benefits.
- 12.17.6.2 The Committee shall issue a "Call for Pledges" whenever special circumstances exist, when requested use of the Catastrophic Leave Bank may exceed the amount of donated sick leave in the bank or when the balance at the end of the school year will drop below the minimum balance established under sub-section 12.17.6.3. Special calls shall be used to replete the Bank not to provide sick leave to specific recipients.
- 12.17.6.3 The Catastrophic Leave Bank Committee shall establish a reasonable annual balance of undrawn carry over sick leave maintained in the Bank from year to year.
- 12.17.6.4 All records will remain confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend any appeals of denial.
- 12.17.6.5 The District shall provide the Catastrophic Leave Bank Committee with a monthly statement of the balance of sick leave in the account.

12.17.7 Pledges to the Catastrophic Leave Bank

- 12.17.7.1 Donors submit "Offer to Pledge" forms to the District.

12.17.8 General Requirements

- 12.17.8.1 An applicant who receives catastrophic leave in accordance with this section shall use any leave that he/she continues to accrue on a monthly basis prior to receiving paid leave in accordance with this section.

12.17.9 Termination of the Bank

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned proportionately to the current members of the Bank.

12.17.10 Forms

12.17.10.1 Criteria for Qualification

12.17.10.2 Offer to Pledge

12.18 Family Medical Leave

The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. A summary of the current provisions of these laws is available in the WUSD Office.

- (a) Other leaves granted pursuant to this Agreement, if they duplicate a leave mandated by the statutes set forth in the above paragraph, shall satisfy the District's obligation under these statutes.
- (b) Leave shall be for up to twelve (12) work weeks in a twelve (12) month period (either in consecutive or intermittent days, or partial days off). Eligibility shall be based on the twelve (12) month period that immediately precedes the day of the family care leave.
- (c) Leave pursuant to this provision is unpaid and may run concurrently with other paid leaves. Pregnancy disability, however, is governed by other provisions of this Agreement and by state law.
- (d) An alleged violation of this provision (12.18) is not subject to the grievance procedure and must be pursued through court proceedings or appropriate state/federal administrative proceedings.

ARTICLE 13
EDUCATIONAL IMPROVEMENT

- 13.1 Any permanent unit member may, at the discretion of the Board, be granted a leave of absence without any compensation for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year.
- 13.2 An extension of the leave period may be granted where completion of the courses for advancement requires longer than one (1) year and where the advantage will accrue to the District.
- 13.3 Unit members given such leave of absence shall sign an agreement that the Board will be given written notice no less than thirty (30) days before the expiration date of the leave, or before May 15th, whichever is earlier, of their intention to return.
- 13.4 Failure to notify the Board will be considered as notice that the employee will not return and that the position is vacant.
- 13.5 A written request for such leave shall be made to the District Office for consideration by the Governing Board.
- 13.6 Unit members shall be entitled to return to a position for which they are certified.

ARTICLE 14
MILITARY

- 14.1 Any probationary or permanent unit member who enters the active military service as defined in the Education Code and Military Veteran's Code during any period of national emergency declared by the President of the United States, shall be entitled to a leave of absence. Persons on reserve duty who are called for short periods of training duty, will be granted leave under provisions of the Government Code.
- 14.2 The period of absence shall not be credited toward achieving permanent status, but all credit earned toward achievement of permanent status prior to the leave of absence shall be in effect upon return to full employment.
- 14.3 Within six (6) months after honorably leaving the service or being placed on inactive duty, the unit member shall be entitled to return to a position comparable to that held by him at the time of his entrance into military service, at a salary to which he would have been entitled had he not absented himself from the employ of the school district. A unit member on such leave shall notify the District in writing of this desire to return within ninety days after separation from active duty.
- 14.4 Any unit member who is called into the armed services and serves at least thirty (30) days, shall receive his salary from the District for thirty (30) days.
- 14.5 Unit members who are members of the active military reserve are encouraged to take their reserve military training during periods when school is not in session to avoid disruption to the educational program. This plan has been approved by all branches of the Armed Forces. Upon receipt of orders which will require duty during the year, a copy shall be forwarded immediately to the Superintendent, who shall attempt to have the active duty changed to a time when school is not in session. If orders cannot be changed and the unit member is required to report, the salary shall be paid in accordance with legal requirements.
- 14.6 A written request for military leave shall be submitted to the District Office.

ARTICLE 15
HOURS OF EMPLOYMENT

- 15.1 Regular hours of employment for unit members for the regular school year shall be as follows:
- 15.1.1 Unit members shall be on campus and be responsible for instructional and other assigned duties for up to eight (8) hours per day including a duty-free lunch period of thirty (30) consecutive minutes exclusive of passing periods.
- (a) The hours of duty shall begin fifteen (15) minutes prior to the convening of the first regularly scheduled class or preparation period at the site and continue for not less than thirty (30) minutes after his/her last assigned class or preparation period.
- (b) The non-instructional portion of this period excluding the duty-free lunch will be limited to: faculty meetings, departmental meetings, grade level meetings, in-service meetings, curriculum meetings, and parent/teacher/student conferences.
- (c) Unit members may be excused during the work day with the approval of the site administrator or under rulings of other Articles appearing in this Agreement.
- 15.1.2 In addition to paragraph 15.1.1 above, unit members may be responsible for additional activities beyond the regular work day and limited to: Back to School Night, parent/student orientations, parent/student conferences, Public Schools Week activities and field trips which are or have been a part of the instructional program for the unit member's assignment. In addition, unit members assigned to the high school level shall be responsible for up to ten (10) hours per year for supervision of ASB activities. Unit members may, with the approval of the Principal, make arrangements with other unit members to cover any of their supervisory duties for ASB activities. Written notice of the proposed change in assignment containing the signatures of the assigned unit member and volunteer substitute shall be given the Principal in writing at least two (2) days prior to the scheduled activity. By his or her signature, the volunteer has accepted full responsibility for the performance of the assignment.
- 15.1.3 The regular work year shall be in accordance with the calendar as negotiated.
- 15.1.4 Unit members at Willows Intermediate School (WIS) and Willows High School (WHS) shall have at least one (1) preparation period equal in length to that of the corresponding instructional period during that school day.

- 15.1.5 Unit members teaching in grades 1-4 shall have not less than sixty (60) minutes of preparation time per week generated by the Physical Education pullout program.
- 15.1.6 In addition, unit members teaching in grades 1-3 shall have not less than thirty (30) minutes of preparation time per week generated by the music pull-out program.
- 15.1.7 In addition, unit members teaching in grade 4 shall have not less than sixty (60) minutes of preparation time per week generated by the music pull-out program.

15.2 Minimum Days

- 15.2.1 Minimum days will be scheduled in accordance with the calendar as negotiated and be defined as 1:00 P.M. student dismissal.
 - 15.2.2 When minimum days precede vacation periods of Christmas and summer recess, unit members shall not be required to be present later than fifteen (15) minutes after the end of the instructional session of that day.
- 15.3 When necessary, zero periods (periods outside the regular instructional day) may be scheduled. An assignment to a zero period shall be by mutual agreement between the unit member involved, the site administrator, and the Superintendent. Compensation for these extra hours of employment shall be at the “instructional rate” (see A.6.2.2) for each hour or fraction thereof actually taught in the zero period.
- 15.4 Nothing in this agreement shall prevent a unit member from voluntarily scheduling instruction time before or after the regular instructional day when such instruction would, in the judgment of the unit member, be for the benefit of the instructional program. Such instructional hours shall not be considered extra hours of employment and shall not be compensated. The above statements shall also apply to unit members who wish to volunteer their services outside of the regular unit member work day.
- 15.5 The beginning and ending time of the instructional day shall be adopted by the Board prior to the opening of each school year. Any change in these instructional schedules shall be done after meeting and consulting with the Association.

15.6 Staff Development Days

- 15.6.1 The District shall provide access to seven (7) hours of in-service, which is included in the one hundred eighty-one (181) day work year.
- 15.6.2 The equivalent of two (2) work days, fourteen (14) hours, shall be available to unit members for further staff development. Unit members shall be remunerated at seventy-six percent (76%) of their per diem rate for each seven (7) hours of voluntary in-service completed. The in-service completed will be

at the direction of the District and/or an individual teacher plan conforming to (Education Code Section 44579.1 et seq.) and approved by the site principal and/or District Superintendent.

- 15.6.3 The provisions of paragraph 15.6.2 shall cease to apply should the legislature repeal funding in whole or in part.

ARTICLE 16

Note: Left intentionally blank.

ARTICLE 17
CLASS SIZE

- 17.1 The District maximum class size average excluding Special Education and non-teaching personnel and using full-time equivalent unit member units as the divisor into the number of students enrolled, will not exceed twenty-eight (28) students as determined at the close of the first week of school.
- 17.2 If, during the school year, a class exceeds twenty-eight (28) students, new students shall be assigned to classes by the school Principal in a fashion to allow for balance between classes/grade level/subject.
- 17.3 The maximum contained in this sub-Article shall have no application until after the first fifteen (15) school days of the school year.
- 17.3.1 After that date, should enrollment in an individual class exceed thirty-two (32) (K-3), thirty-three (33) (4-5), thirty-four (34) (6-8), and thirty-four (34) (9-12), a teacher may bring the matter to the attention of the Principal in writing on a form provided by the District if their professional judgment is that the size of any of his/her classes has become such as to adversely affect the educational program.
- 17.3.2 In such case, the teacher and the Principal shall meet within ten (10) working days to review the class situation. The District shall attempt to provide relief through such means as:
- ! Transfer or reassignment of students;
 - ! Instructional Aide time;
 - ! Clerical assistance;
 - ! Additional teacher preparation time.
- 17.3.3 The above class maximums do not apply to traditionally large classes, such as: Band, Chorus, Physical Education, etc.
- 17.3.4 If the matter remains unresolved in the opinion of the teacher, a consultation may be requested with the Superintendent. The criteria that will be considered in the consultation will include: size of room, type of facility, number of work stations, lockers, equipment, educational materials, needs of students, and health and safety requirements.

- 17.4 A study committee shall be established to study class size at all four (4) campuses and determine how to work towards the goal of decreasing class size at all grade levels. The committee shall be composed of representatives from the school sites (not to exceed two (2) per site), appointed by the Association, as well as District representatives appointed by the Board.

ARTICLE 18
SUMMER SCHOOL

- 18.1 All vacancies for summer school and other programs for which the District has direct control and/or direct responsibility shall be publicized by the Superintendent in accordance with procedures under the Transfer Article.
- 18.2 In filling summer school vacancies, current members of the bargaining unit shall be given first consideration.
- 18.3 Postings of vacancies under this Article shall contain a statement of the number of hours required for the position, when they are scheduled and the hourly rate of pay.
- 18.4 The hourly rate of pay for posted summer school vacancies shall be equal to that reflected by paragraph 6.2.2 of Appendix A of the Willows Unified Teachers' Association Agreement.

ARTICLE 19
MILEAGE ALLOWANCE

- 19.1 Mileage reimbursement will be allowed, in accordance with Board policy, for unit members when they are required to use their own personal vehicles for school business.
- 19.2 Prior approval by the Superintendent is required in cases where reimbursement is sought.
- 19.3 Schedules of classroom teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required, without his consent, to engage in interschool travel of more than five (5) miles per day.

ARTICLE 20
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

20.1 Authorization

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Local association dues shall be deducted from the second pay warrant.

20.2 Deductions

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or program jointly approved by the Association and the Board subject to County approval for processing.

20.3 Agency Fee

20.3.1 Any unit member hired after June 30, 1995, who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one (1) lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 20.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 20.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code §45061 and in the same manner as set forth in paragraph 20.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

20.3.2 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 CTA/NEA as a

condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one (1) 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:

- * United Fund
- * American Cancer Society
- * American Heart Association
- * A charity, as defined above, of the employee's choice

Such payment shall be made on or before October 15th of each school year.

- 20.3.3 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 20.3.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of paragraphs 20.1 and 20.3.1 above. Proof of payment shall be in the form of receipts and/or cancelled 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 (same date as cash dues/fees) of each school year.
- 20.3.4 Any unit member making payments as set forth in paragraphs 20.3.2 and 20.3.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 20.3.5 With respect to all sums deducted by the District pursuant to paragraphs 20.1 and 20.3 above, whether for membership dues or Agency Fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 20.3.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of paragraph 20.3 of this Article.

ARTICLE 21
EMPLOYEE SALARIES

21.1 Salary Schedule

Employees in the W.U.T.A. negotiating unit shall receive:

21.1.1 step and column advancement in accordance with Appendix A; and

21.1.2 compensation in accordance with the Certificated Teachers Salary Schedule which is included as Appendix C.

21.2 Assignments Beyond Regular Years

For work beyond the regular work year, excluding summer school assignments, unit members will be paid a daily work rate equal to their regular work year's daily rate.

21.3 Payroll Period

The payroll period shall be defined as monthly, beginning with the first calendar day of each month. Salary payments shall be made on the last working day of each month. The only exception shall be the failure of the County Office to process the warrants.

ARTICLE 22
HEALTH AND WELFARE BENEFITS

22.1 Active Employee Benefits

22.1.1 Medical Insurance – The District shall, by membership in the Central Valley Trust, make one or more medical plans available to bargaining unit members.

22.1.2 Dental Insurance – The District shall, by membership in the Central Valley Trust, make one or more dental plans available to bargaining unit members.

22.1.3 Vision Insurance – The District shall, by membership in the Central Valley Trust, make one or more vision plans available to bargaining unit members.

22.1.4 Life Insurance – The District shall provide access to a life insurance plan in the amount of Fifteen Thousand Dollars (\$15,000) for each unit member.

22.1.5 Change in Plans – By July 31 of every year, to be effective October 1, the Association shall select the primary medical, dental and vision plans (provided though CVT) that will be made available to active and retired employees. Alternative options may also be made available to unit members.

22.1.6 IRC §125 Plan – The District shall make an IRC §125 Plan available for use by unit members.

22.1.6.1 The District shall incur the cost of establishing the plan. Employees shall bear the monthly cost, if any, of utilizing the IRC §125 plan.

22.1.6.2 Employees shall pay for the cost of the selected medical, dental, vision and life insurance plans through payroll deduction.

22.2 Benefits on the Salary Schedule - STRS Reporting

The District guarantees that the permanent placement of dollars on the Salary Schedule, as negotiated between the District and WUTA, legally permits the total dollars previously paid by the District for benefits to be reported to STRS as creditable compensation. It is understood that this guarantee is based on the law as STRS policies as they currently existed on January 1, 2006. Should the law and STRS policies change, or should STRS interpret and apply them differently, the parties will immediately meet to renegotiate the effects of the change.

22.3 Pre-Tax Payment of Insurance Premiums

The District guarantees that a unit member may legally pay for insurance premiums with pre-tax dollars through the IRC § 125 plan that is available through the District. It is understood that this guarantee is based on the law as it currently existed on January 1, 2006. Should the status of the law change, and unit members are no longer able to pay with pre-tax dollars, the parties shall immediately meet to renegotiate the effects of the change.

22.4 Acknowledgment of Value of Benefits on the Salary Schedule

The Association guarantees that if there is a future law passed that requires an employer to pay for medical benefits for employees, the Association will acknowledge the value of Benefits on the Salary Schedule for all such purposes. If necessary, the parties will immediately meet to renegotiate the effects of the change.

22.2 Unit Members on Leave

Unit members who are on unpaid leave status may, at their election, continue to be covered under any of the insurance programs by paying the premiums during such leave. Procedures for making payments through the District to the insurance carrier shall be on a uniform basis as established by the District.

22.3 Retiree Benefits

22.3.1 Eligible Retirees

The District shall provide medical, dental and vision benefits to an eligible unit member who retires after ratification of this Agreement. An eligible unit member is one who:

22.3.1.1 Has reached the age of 55.

22.3.1.2 Has rendered at least fifteen (15) consecutive years of service to the District as a certificated employee. Up to five (5) years of credited public school teaching, prior to working for the District, shall be applied toward meeting the requirement of fifteen (15) consecutive years.

22.3.1.3 A unit member who was employed by the District on or after June 30, 1992, shall only be entitled to this benefit if, at the time of retirement, they are on Step 16 or above in Class V. A unit member employed by the District prior to June 30, 1992 shall be entitled to receive this benefit upon meeting the fifteen (15) consecutive years service requirement irrespective of step or column on the salary schedule.

22.3.2 District Contribution for Retirees

- 22.3.2.1 The required District contribution for an eligible retiree for benefits shall, if required, be Eleven Thousand Six Hundred Eleven Dollars (\$11,611).
- 22.3.2.2 Each enrolled retiree shall, if required, pay any additional amount in advance to the District Office to maintain their coverage in effect.

22.3.3 Other Terms for Retirees

Subject to lawful rules of CVT, insurance coverage is subject to the following conditions:

- 22.3.3.1 The unit member's spouse may be added to the unit member's coverage, at his/her discretion, for as long as the unit member is eligible.
- 22.3.3.2 Cessation of coverage for retired unit members shall take place if the member is subsequently employed by an employer, other than the District, who provides a comparable package of benefits.
- 22.3.3.3 Cessation of coverage shall take place when the retired unit member becomes eligible for Medi-Care.
- 22.3.3.4 Cessation of coverage for the spouse shall take place three (3) months after the death of the retired unit member.
- 22.3.3.5 Coverage for retirees shall be tiered (i.e., single, employee plus one, full family). The District's contribution shall be, subject to the dollar cap in 22.3.2.1, up to the premium rate for his/her family unit in the base (i.e. the least expensive) plan selected by active employees.

ARTICLE 23
GRIEVANCE PROCEDURES

23.1 Definitions

- 23.1.1 A “grievance” is a formal written allegation by a grievant that the grievant has been personally adversely affected by the interpretation, application, or alleged violation of the terms of this Agreement.
- 23.1.2 A “grievant” is any unit member or the Association, who claims that he/she has been personally affected by an alleged misinterpretation or violation as defined in paragraph 23.1.1. The Association may file class action grievances.
- 23.1.3 A “day,” as used herein, shall mean a scheduled work day for the “grievant.”
- 23.1.4 A “party in interest” is any person who might be required to take action, or against whom might be taken in order to resolve the alleged grievance.

23.2 Purpose

- 23.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure. All proceedings at any level will be kept in the strictest confidence.
- 23.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the terms of the adjustment in writing and an opportunity to file its views in writing.
- 23.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 23.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in their grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved unit member, the time limits set forth herein will

be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

23.3 Procedure

Initially, the possible grievant shall meet with his/her immediate supervisor and attempt to resolve the issues involved in a possible grievance. This meeting shall be required no later than ten (10) work days after the grievant knew of, or with the use of reasonable diligence should have known of, the event or circumstances causing the grievance. Either party may have a conferee at this meeting.

23.3.1 Level One

23.3.1.1 If the informal discussion does not resolve the issues to the satisfaction of the grievant, a formal grievance may be initiated. A formal written grievance, if initiated, shall be filed no later than ten (10) days after the informal discussion has been held. The grievant and the supervisor shall meet to review the grievance and either party may have a conferee present.

23.3.1.2 A formal grievance shall be initiated, in writing, on a form prescribed by the District, and shall be filed with the immediate Supervisor/Principal and the President of the Association.

23.3.1.3 Within ten (10) days after the filing of the formal grievance, the immediate Supervisor/Principal shall investigate the grievance and give his/her immediate decision, in writing, to the grievant.

23.3.2 Level Two

23.3.2.1 If the grievant is not satisfied with the decision rendered at Level One, or if no written decision has been rendered within ten (10) days, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee.

23.3.2.2 The appeal shall include a copy of the original grievance, the decision rendered at Level One, the name of the grievant's conferee, if any, and a clear concise statement of the reasons for the appeal.

23.3.2.3 Within ten (10) days, the Superintendent, or his designee, shall investigate the grievance and give his/her written decision to the grievant. The Superintendent, or his/her designee, shall meet with the grievant as part of the investigation of the grievance. Either party may have a conferee at this meeting.

23.3.3 Level Three - Mediation

- 23.3.3.1 If the grievance is not resolved at Level Two, either party may propose grievance mediation. Mediation will occur only with the concurrence of the District and the Association.
- 23.3.3.2 Should mediation be agreed upon, the Association shall request that the California State Mediation and Conciliation Service assign a mediator to assist the parties in the resolution of the grievance.
- 23.3.3.3 If mediation is not chosen by both parties within fifteen (15) days of the District's decision at Level Two, the grievance will proceed to Level Four.
- 23.3.3.4 If mediation results in an agreement, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 23.3.3.5 If the grievance is not resolved with the assistance of the mediator, either party may terminate Level Three and the grievance shall proceed to Level Four.

23.3.4 Level Four – Board or Arbitration

If the aggrieved unit member is not satisfied with the disposition of his/her grievance at Level Two (or at Level Three if mediation was invoked), the unit member may appeal to Level Four which has two (2) options (Board Decision or Binding Arbitration).

The appeal to Level Four shall be filed with the Superintendent within ten (10) days after the unit member has met with the Superintendent at Level Two or the District or the Association has terminated Level Three.

23.3.4.1 Level Four – Board Option

Upon receipt of the appeal, the Superintendent (or his/her designee) shall prepare, within ten (10) working days, a full report of the grievance for the Governing Board. The grievant and his/her designated representative shall be given a copy of the Superintendent's report. If the Governing Board is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The Governing Board shall render their decision on the appeal not later than the second regularly scheduled meeting after the filing of the appeal and shall

furnish all parties of interest with a copy of its decision, in writing. The decision of the Governing Board shall be final and binding unless modified or overruled by a court of competent jurisdiction.

23.3.4.2 Level Four – Binding Arbitration

The Association may request arbitration of the dispute. The request shall be in writing and be addressed to the Superintendent.

23.3.4.3 An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one remains.

23.3.4.4 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Any additional expenses shall be borne by the unit member incurring such expenses.

23.3.4.5 The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions. Any financial reimbursement recommended by the arbitrator shall be based on the terms of this Agreement.

23.3.4.6 After hearing the evidence, the arbitrator shall submit his/her findings, conclusions and recommendations, in writing, to the District, the grievant, and the Association and such recommendations shall be final.

23.4 Miscellaneous

23.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party of interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

23.4.2 Both parties of interest may solicit the advice of, counsel of, and may be represented by their employee association, counsel, or representative of their choice. If a unit member is not represented by the Association or its representative, the Association will be given the terms of the adjustment in writing with an opportunity to file its views in writing. In addition, the Association shall have the right to be present at all Level Three hearings.

- 23.4.3 If a grievance arises from action or inaction on the part of a member of the administration at level above the Principal or immediate superior, the aggrieved unit member shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.
- 23.4.4 When it is necessary for a representative designated by Association to attend a grievance meeting or hearing during the day, he will, upon twenty-four (24) hour notice to his Principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 23.4.5 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 23.4.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board. (*See Appendix B for forms.*)

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 The Governing Board retains all of its vested rights and powers to manage and direct the affairs of the District, except as limited by this Agreement.
- 24.2 All unit members who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold by the Board.
- 24.3 The District shall prepare copies of the contract and all revisions negotiated during the term of this Agreement and distribute them to all unit members. All new members of the unit shall be issued copies of the Contract on or before their first working day. The cost of printing the contracts shall be shared equally by the Association and the District.
- 24.4 The District and the Association recognize the duty and the obligation of its representatives to comply with the provisions of this Agreement.
- 24.5 A unit member's notification of resignation to the District shall remain revocable for seven (7) calendar days. Thereafter, it shall be deemed final without the need for further Board action.
- 24.6 Job-Sharing
- 24.6.1 Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. Applications shall be approved only by mutual agreement. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified in writing, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.
- 24.6.2 Each job-sharing unit member shall receive a salary schedule increment on the basis of one year for each two on job-sharing.
- 24.6.3 Upon mutual agreement of the Board and unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District

does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.

- 24.6.4 If a unit member on a regular contract is in a job sharing assignment and elects to return to full-time teaching with mutual Board agreement, the unit member will be assigned to the first available full-time teaching position for which she/he is certificated and in conformance with the provisions of this Agreement.

ARTICLE 25
SEVERABILITY

- 25.1 If any provisions or applications of this Agreement are held to be contrary to any applicable law or any applicable rules, regulations, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 25.2 In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate within fifteen (15) working days after either party is aware of such determination for the purpose of seeking to reach agreement for a replacement for the invalidated part or portion.

ARTICLE 26
STATUTORY CHANGES

- 26.1 When either the District or the Association becomes aware of any statutory action that adversely affects the terms and/or conditions of this Agreement, the other party shall be notified in writing. The parties agree to meet and negotiate within fifteen (15) working days upon request by either party in an effort to reach agreement on the affected terms and/or conditions. This Article (26) shall not be subject to the grievance procedure.

ARTICLE 27
NEGOTIATIONS

- 27.1 This document comprises the entire Agreement between the District and the Association. The District shall have no further obligation to meet and negotiate during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 28
TERM OF AGREEMENT

28.1 Term

This Agreement between the parties shall remain in full force and effect from July 1, 2011 through June 30, 2013.

28.2 Reopeners for 2011/2012

There shall be no reopeners for 2011/2012 except as noted below:

28.2.1 Any article or topic of bargaining upon mutual agreement.

28.2.2 Because AB 114, signed in 2011, establishes the potential for mid-year cuts to K-12 education, should the “trigger” set forth in this legislation (projected revenues are 2 billion dollars or more short of projections for the 2011/2012 school year) **be applied by the State**, there shall be three (3) additional non-paid/non-work days implemented in 2011/2012 (March 22, 2012, April 5, 2012, and May 16, 2012). Additionally, the parties shall meet to negotiate whether additional days are needed to mitigate the impact of the mid-year cuts.

28.3 Reopeners for 2012/2013

There shall be no reopeners for 2012/2013 except as set forth below:

28.3.1 Any article or topic of bargaining upon mutual agreement.

28.3.2 Provided the District’s unique funded BRL for 2012/2013 is at least equal to the BRL amount that was used to create the first adopted Budget for 2011/2012 (as adopted June 2011), negotiations shall be complete for 2012/2013).

28.3.3 If the District’s unique funded BRL for 2012/2013 is less than the BRL amount that was used to create the first adopted Budget for 2011/2012, the parties shall immediately commence bargaining regarding additional measures to address the cuts that have been imposed.

Notes: 1. ***Unique funded BRL for 2012/2013 shall be measured either as certified by the County Office of Education after passage of the State’s budget for 2012/2013 or at the time that any subsequent adjustment is imposed by the State.***

2. *Should the State impose a funding cut on the District, other than via the BRL, the parties shall promptly meet to convert that cut to an equivalent reduction to the BRL so that the intent of the parties, as set forth above, is complied with.*

DISTRICT REPRESENTATIVE

CHAPTER #119 REPRESENTATIVE

Date: _____

Date: _____

APPENDIX A
SALARY PLACEMENT AND SCHEDULES

A.1 Salary Schedule Placement – Approval of Graduate Credit for Columnar Salary Advancement:

- A.1.1. Only official college transcripts indicating a grade of “C” or higher will be accepted for salary advancement purposes. An official transcript is one that bears the official seal of the college and/or the original signature of the registrar or his/her deputy. When the transcript has been received by the District Office and recorded, a receipt shall be sent to the employee.
- A.1.2. Unit members shall keep their records current by submitting an official transcript as soon as a column change is anticipated.
- A.1.3. Unit members with any questions regarding these regulations are encouraged to contact the District Office.
- A.1.4. Units submitted must be from a regionally accredited college or University (WASC or its equivalent).

A.2 Requirements for Classification

- A.2.1 Class II Possession of a Bachelor’s Degree plus fifteen (15) graduate or upper division semester units from an accredited college or university.
- A.2.2 Class III Possession of a Bachelor’s Degree plus thirty (30) graduate or upper division semester units from an accredited college or university.
- A.2.3 Class IV Possession of a Master’s Degree, or a Bachelor’s Degree plus forty-five (45) graduate or upper division semester units from an accredited college or university.
- A.2.4 Class V Possession of a Master’s Degree plus fifteen (15) graduate or upper division semester units or Bachelor’s Degree plus sixty (60) graduate or upper division semester units from an accredited college or university.

A.3 Initial Placement on Salary Schedule

- A.3.1. Only previous K-14 contractual experience, with a regular teaching credential, for at least seventy-five percent (75%) of a school year will be considered.

- A.3.2 Allowance for prior teaching experience outside the District except for persons or employees with less than AB + 15:
 - 3.2.1 One (1) - seven (7) years of experience – year for year credit.
 - 3.2.2 Beginning in 1990/91 the District will increase the maximum creditable year experience by at least two (2) years per year.
 - 3.2.3 Existing staff (who qualify) will be placed on the appropriate step as indicated above. That is to say, any who have more experience than originally credited when employed by the District will be granted up to a total of seven (7) years for 1989/90 and at least two (2) years per year until all prior experience is accounted for.
- A.3.3 Credentialed personnel with less than AB + 15 semester hours will be placed on Class II, Step 1 and will remain at this placement each year until minimum requirements are met.
- A.3.4 Degree requirements met as of September First (1st) of contract year.
- A.3.5 Normally, all semester hours beyond degree must be undertaken and completed after date of award of the Bachelor's Degree. However, in the event that a university or college has granted graduate credit for courses taken prior to the degree, and the units are in excess of the degree unit requirements, the units will be allowed for initial class placement.
- A.3.6 Lower division semester credits earned after the date of award of Bachelor's or advanced degrees and certified by the California State Department of Education or other authority as being required for an advanced degree or credential for which the teacher concerned is the candidate.
- A.3.7 Lower division semester credits earned after the date of the Bachelor or advanced degree and which, in the judgment of the Superintendent, will lead or did lead to improved classroom effectiveness, or was undertaken in the best interest of the District.

A.4 Salary Schedule Placement /College Training

The following guidelines will be used in crediting salary schedule column advancement:

- A.4.1 In order to make columnar advancement, unit members must complete and submit, on an official District form, a written notification of intent to change column. This form must be received in the District Office no later than June 1st prior to the school year in which columnar change is planned.

- A.4.2 Official transcripts or other acceptable documents of proof, certifying the training or experience completed, and indicating the number of semester credits earned, are to be on file in the Superintendent’s Office on or before September 1st, of the contract year concerned. Documents received after September 1st (see District “Change of Classification Form”) which verify work completed prior to September 1st, will form the basis for any necessary contract revisions during the current year and will be made retroactive to the first pay period.
 - A.4.2.1 Units completed during the school year which will result in columnar advancement shall be credited upon verification and a non-retroactive contract revision shall be made, provided a “Certificated Request for Credit and/or Salary Reclassification” form has been completed and filed by June 1 preceding the current school year.
- A.4.3 The unit requirement for each salary column is stated in semester hours of credit; quarter hour credits can be computed into semester hours by multiplying by two-thirds (2/3).
- A.4.4 Upper division or graduate courses that shall be credited:
 - A.4.4.1 A subject directly related to the teaching assignment.
 - A.4.4.2 A course recommended and/or approved by the site administrator for the improvement of instruction (may be lower division).
 - A.4.4.3 A subject directly related to an advanced degree in professional education or a teaching assignment.
 - A.4.4.4 A subject required by a California credential, evaluation or renewal.
 - A.4.4.5 For unit members in a self-contained classroom program, courses commonly taught in elementary school.
 - A.4.4.6 For unit members in a departmentalized classroom program, courses in an additional major or minor teaching assignment field when the unit member has been assigned to the subject area and the major or minor has been completed. (See 4.5.4 following.)
- A.4.5 Lower division or graduate courses that shall be credited:
 - A.4.5.1 Courses required by a California credential, evaluation or renewal.
 - A.4.5.2 Courses required by an advanced degree related to the teaching assignment.

- A.4.5.3 A course, not previously taken, that is offered by a teacher training institution and which is directly related to the teaching assignment.
- A.4.5.4 Courses required as a foundation for the acquiring of an additional teaching assignment major or minor. Such courses will be credited when the full major or minor requirement has been met and the teacher has been assigned to the subject area.

A.5 Methods of Salary Payment for Certificated Personnel

The following guidelines will be observed in the observed in the payment of salary warrants:

- A.5.1 Unit members shall have the option of receiving salary warrants on either an eleven (11) month or twelve (12) month basis pursuant to the following:
 - A.5.1.1 Unit members opting the eleven (11) month payment shall have the contractual salary paid in eleven (11) equal installments. The final installment shall be made on June 30th.
 - A.5.1.2 Unit members opting twelve (12) month payment shall have one-twelfth (1/12th) of contractual salary deducted during the eleven (11) months of the contractual year. The withheld amount shall be paid on July 31st.

A.6 Extra Pay for Extra Work

The Board and Association agree to the principle of equal pay for similar assignments. However, the Board and Association agree that the District may need and assign, by mutual agreement between the District and the employees, positions that require time and/or responsibilities in excess of that necessary for regular teaching assignments. As a result of the extra time and/or responsibilities involved, the Board shall provide extra compensation beyond the basic Certificated Salary Schedule for those members of the unit who have been assigned these duties.

A.6.1 Extra Service Projects

Projects involving curriculum improvement, development of instructional materials and techniques and other similar activities provide extra service opportunities for unit members. These extra service assignments outside the hours of regular employment must be recommended by the District Superintendent or his designee and approved by the Governing Board. Assignment to such approved projects will be accompanied by remuneration to compensate for the added time and responsibility. The unit members shall be paid at the rate of .00055 of Class III, Step I of the current salary schedule per hour for the time assigned to the project. The additional amount is to be paid outside the unit member's regular contractual salary and at the completion of service. Project proposals shall include the program to be developed within a given time frame. Any additional time must be approved by the District Superintendent.

A.6.2 Extra Pay for Additional Assignments

A.6.2.1 Beginning with the school year 1994/95, full periods of academic class assignments outside the regular teaching day shall be compensated for by dividing the annual salary by the number of employee work days for the current school year and the daily rate thus established by a one-sixth (1/6th) factor.

An academic class assignment is defined as a class that:

- is normally scheduled during the regular school day;
- requires in-depth knowledge of a subject field; and
- calls for extensive professional preparation outside the hours of scheduled student contact.

A.6.2.2 Additional activity assignments shall be paid at one (1) of the three (3) hourly rates set forth below. These rates are based on a fixed percentage of Class III Step of the current Certificated Salary Schedule.

Instructional: Summer School and "standards-based" instruction shall be paid at the hourly rate of .00062 of the target step.

Semi-Instructional: Saturday School and Homework Club will be paid at an hourly rate of .00055 of the target step.

Supervisory: All other supervisory assignments shall be paid at the hourly rate of .00046 of the target step.

(REFERENCE SIDE LETTER (Page 79) DATED 9/1/2011 FOR NEW RATES OF PAY.)

A.6.2.3 Unit members who have a student teacher assigned by a college or university will be reimbursed for their services as a master teacher in the amount provided by the training institution.

A.6.2.4 Assignments to these duties shall be by mutual agreement of the site administrator and the unit member subject to the approval of the Superintendent.

A.6.3 Athletics and Special Assignments

The District and the Association have agreed to the salaries for Willows Intermediate School Sports Director, Intra-Mural program coaches, Band Director, Choral Director, Newspaper Advisor, Yearbook Advisor and High School Athletic Director, Sports Activity Coaches, Band Director, Choral Director, Yearbook Advisor, Newspaper Advisor as per the attached Willows Intermediate School Activity Program Salary Schedule and the Willows High School Activity Program Salary Schedule.

A.6.4 Whenever possible, input from current or past coaches shall be sought if filling coaching vacancies.

A.6.5 Coaches will be notified, whenever possible, in a timely manner of the status of their employment for the following season.

A.6.6 Substantial complaints that could affect the employment status of a coach shall be communicated to the coach in a timely manner.

A.6.7 Notices of vacancies for coaching positions shall be posted in a timely manner so as to allow for applications from unit members.

A.7 Method of Payment

A.7.1 For hourly rate assignments, payments will be made no later than ten (10) days following the payroll period in which the service was performed. Extra class assignments payments shall be paid on the last working day of each month. Flat rate stipends (i.e. band, coaching) shall be paid at the completion of the assignment unless otherwise mutually agreed to. The only exception shall be the failure of the County Office to process the warrants.

A.8 Salary Schedules

A.8.1 The negotiated salary schedule, as included in this Appendix, will be in effect for the life of this contract or until modified by a successor agreement.

- A.8.2 Unit members who qualify for the columnar and step movement during the term of this Agreement will be moved to the appropriate step and column.
- A.8.3 Unit members shall advance one (1) step per year in a class until additional steps cease to exist provided they have rendered teaching services for at least seventy-five percent (75%) of the work days of the school calendar. Should a unit member fail to render teaching services for the required seventy-five percent (75%), they may petition the District for step movement provided:
- 8.3.1 An industrial accident was the predominant cause, or:
- 8.3.2 The predominant cause was a catastrophic illness or serious accident and the unit member has sufficient accrued sick leave to cover the absence (this option may only be used one (1) time). The District shall not unreasonably deny the petition.
- A.8.4 Teachers shall be eligible for Steps 16 and 20 based upon the number of years of service credited by the District.
- A.8.5 Psychologists will be placed on the appropriate Class and Step. The daily rate, based on number of contract days, will be calculated and multiplied by one hundred ninety days (190) days (Psychologists' work year).
- This calculation will then be multiplied by 1.15 (responsibility factor) to obtain the annual salary.
- A.8.6 The District-Wide Librarian will be placed on the appropriate Class and Step. The daily rate based on number of contract days will be calculated and multiplied by one hundred ninety-six (196) days (work year). This calculation will then be multiplied by 1.06 responsibility factor to obtain the annual salary.
- A.8.7 High School Counselor will be placed on the appropriate Class and Step. The daily rate, based on number of contract days, will be calculated and multiplied by one hundred ninety-nine (199) days (High School Counselor work year). This calculation will then be multiplied by 1.03 (responsibility factor) to obtain the annual salary.
- A.8.8 The District Nurse will be placed on the appropriate Class and Step. The daily rate, based on number of contract days, will be calculated and multiplied by number of assigned work days (District Nurse work-year). This calculation will then be multiplied by 1.03 (responsibility factor) to obtain the annual salary.
- A.8.9 All holders of Masters Degrees will receive a stipend of Seven Hundred Dollars (\$700) per year beginning in the 1989/90 school year. All employees, not previously covered in this contract, who are required to and have an additional

full, clear credential to perform their assignment will receive an additional stipend of Seven Hundred Dollars (\$700). The Seven Hundred Dollar (\$700) stipend previously granted for an LDS Certificate will be limited to teachers who have completed all requirements for such prior to the 1995/96 school year.

WILLOWS HIGH SCHOOL ACTIVITY PROGRAM

A.9. Salary

A.9.1 Salaries for all activities (WHS and WIS) are based on a fixed percentage (%) of Class III, Step I of the current Certificated Salary Schedule. [These are recalculated to revenue neutrality.]

A.9.1.1 Sports Activities

9.1.1	Year 1&2	Year 3&4	Year 5&6
Athletic Director	11.40	13.25	15.20
Baseball Varsity	5.85	6.25	6.60
Baseball-JV	4.25	4.65	5.00
Basketball-Girls' Freshman	3.50	3.85	4.65
Basketball-Boys' Freshman	3.50	3.85	4.65
Basketball-Girls' Varsity	5.85	6.25	6.60
Basketball-Boys' Varsity	5.85	6.25	6.60
Basketball-Girls' JV	4.25	4.65	5.00
Basketball-Boys' JV	4.25	4.65	5.00
Football-Head Varsity	6.60	7.00	7.35
Football-Asst. Varsity	4.65	5.00	5.40
Football-Head JV	5.00	5.40	5.85
Football-Asst. JV	3.85	4.25	4.65
Football-Head Fresh	4.65	5.00	5.40
Football-Asst. Fresh	3.85	4.25	4.65
Golf	5.85	6.25	6.60
Pep Squad Advisor	5.40	5.85	6.25
Soccer-Boys	5.85	6.25	6.60
Soccer-Girls	5.85	6.25	6.60
Softball-Varsity	5.85	6.25	6.60
Softball-JV	4.25	4.65	5.00

9.1.1	Year 1&2	Year 3&4	Year 5&6
Tennis-Boys	5.85	6.25	6.60
Tennis-Girls	5.85	6.25	6.60
Track-Head Boys' & Girls'	5.85	6.25	6.60
Track-Asst. Boys' & Girls'	4.65	5.00	5.40
Volleyball-Varsity	5.85	6.25	6.60
Volleyball-JV	4.25	4.65	5.00
Volleyball-Freshman	3.50	3.85	4.65
Wrestling-Varsity	5.85	6.25	6.60
Wrestling-Assistant	4.25	4.65	5.00

Freshman Sports

The freshman athletic coaches, football, boys' and girls' basketball and volleyball, shall be remunerated according to the pro-rated portion of the 2000/2001 freshman season that is then coached in 2002/2003. The season shall be measured in weeks. For instance, if football season was twelve (12) weeks in 2000/2001 and is six (6) weeks in 2002/2003, then the coach shall receive fifty percent (50%) of the contractual stipend.

This shall apply to all freshman sports. This practice shall continue with each year being pro-rated in relation to the 2000/2001 school year.

A.9.1.2 Extended Season Stipends

Each coach whose team qualified for, and participates in, post-season playoff competition, shall be compensated as set forth below:

A.9.1.2.1 Football – Each play-off game after the conclusion of the regular season shall allow the coach to receive an additional stipend of One Hundred Dollars (\$100.00).

A.9.1.2.2 Basketball and Volleyball – Each level of post-season CIF championship play shall entitle the coach to receive an additional stipend of One Hundred Dollars (\$100.00).

A.9.1.2.3 Baseball and Softball – Each level of post-season NSCIF championship play shall entitle the coach to

receive an additional stipend of One Hundred Dollars (\$100.00).

A.9.1.2.4 All Other Interscholastic Sports – If a team, or an individual member of a team, qualifies for CIF competition beyond the subsection level (i.e.: Section or State), the coach shall receive an additional stipend of One Hundred Dollars (\$100.00) per level.

A.9.1.3 Other Activities

	Year 1&2	Year 3&4	Year 5&6
Activities Director	5.30	6.45	7.60
Academic Decathlon	1.90	2.30	2.65
With \$100 per each advanced level			
Band Director	4.65	5.40	6.10
Choral Director	0.75	1.50	2.35
Drama Coach	2.30	2.65	3.05
(Minimum of 2 public productions)			
Flag Team	1.15	1.15	1.15
Yearbook/Photo	3.80	4.20	4.55
Newspaper Advisor	2.30	2.65	3.05

FFA shall be remunerated up to two hundred forty (240) hours at the instructional rate that is .00055 of Class III, Step One of the current Certificated Salary Schedule.

YFA shall be remunerated up to two hundred sixteen (216) hours at the supervisory rate that is .00046 of Class III, Step One of the current Certificated Salary Schedule.

WILLOWS INTERMEDIATE SCHOOL ACTIVITY PROGRAM

A.10 Salary

A.10.1 Intra-mural sports salaries are based on an hourly rate of pay. The base hourly rate is .00055 times Class III, Step 1 of the current Certificated Salary Schedule.

A.10.2 Inter-Scholastic sports salaries are based on fixed percentages of Class III, Step 1 of the current Certificated Salary Schedule for the sport.

A.10.3 Other extra-curricular activity stipends may be granted by the Board as the need arises.

A.11 Work Week

The work week consists of five (5) days of one and one-half (1½) hours of instruction/supervision per day.

A.12 Inter-School Sports

	new	new	new
Basketball-8th	3.10	3.85	4.65
Basketball-8th Assistant	2.35	3.10	3.85
Basketball-8th B	1.50	1.50	1.50
Basketball-7th B	1.15	1.15	1.15
Soccer Head	3.10	3.85	4.65
Soccer Assistant	2.35	3.10	3.85
Sports Director	7.60	7.60	7.60
Track Head	2.30	2.65	3.05
Track Assistant	1.90	2.30	2.65
Volleyball Head	2.30	2.65	3.05
Volleyball Assistant	1.90	2.30	2.65
Wrestling Head	2.30	2.65	3.05
Wrestling Assistant	1.90	2.30	2.65

A.13 Other Activities

	Year 1&2	Year 3&4	Year 5&6
Band Director	4.65	4.65	4.65
Drama Coach	2.30	2.65	3.05
Flag Team	1.15	1.15	1.15
Newspaper	2.30	2.65	3.05
Yearbook	2.30	2.65	3.05

SIDE LETTER
between the
WILLOWS UNIFIED SCHOOL DISTRICT
and the
WILLOWS TEACHERS ASSOCIATION
{Extra Pay for Additional Assignments}

After productive negotiations sessions in which several concessions were made, the District and WUTA have further agreed to the following changes in the collective bargaining agreement for the 2011-12 and 2012-13 school years:

A.6.2 Extra Pay for Additional Assignments

A.6.2.2 Additional activity assignments shall be paid at one (1) of the three (3) hourly rates set forth below. These rates are based on a fixed percentage of Class III Step 1 of the current Certificated Salary Schedule.

Instructional: Summer School and "standards-based" instruction shall be paid at the hourly rate of .00055 of the target step.

Semi-Instructional: Saturday School and Homework Club will be paid at an hourly rate of .00046 of the target step.

Supervisory: All other supervisory assignments shall be paid at the hourly rate of .00039 of the target step.

FOR WILLOWS UNIFIED SCHOOL
DISTRICT

FOR WILLOWS UNIFIED TEACHERS
ASSOCIATION

By: _____

Date: _____

By: _____

Date: _____

APPENDIX B
CERTIFICATED TEACHER EVALUATION FORMS

Certificated OBSERVATION Form

Teacher's Name _____	School _____	Grade _____
Evaluator's Name _____		
Check One: <input type="checkbox"/> Formal <input type="checkbox"/> Informal <input type="checkbox"/> First Observation <input type="checkbox"/> Second Observation <input type="checkbox"/> Other		
Check One: <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent		

(MS = Meets Standards; PE = Progress Evident; NE = Progress Not Evident)

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	PE	NE
a. Collecting and using multiple sources of information to assess student learning.			
b. Communicating with students, families, and other audiences about student progress.			
c. Using the results of assessment to guide and modify instruction and adjust for student needs.			
d. Involving and guiding students in assessing their own learning.			
COMMENTS:			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	PE	NE
a. The teacher is able to orchestrate learning in a group setting.			
b. The teacher motivates and engages students in learning.			
c. Teacher is able to monitor and respond to student behavior.			
COMMENTS:			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	PE	NE
a. Knowledge of characteristics of age group.			
b. Knowledge of students' varied approaches to learning.			
c. Knowledge of students' skills and knowledge.			

d.	Knowledge of students' interests and cultural heritage.			
e.	High expectations for students.			
f.	Clear goals.			
g.	Suitability for diverse students.			
h.	Instructional materials and resources.			
i.	Lesson and unit structure.			
j.	Resources for teaching.			
k.	Resources for students.			
COMMENTS:				
4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES		MS	PE	NE
a.	Uses a variety of instructional strategies that actively engage students in learning.			
b.	Use of instructional materials and resources.			
c.	Appropriate instructional strategies and assignments.			
COMMENTS:				
5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES		MS	PE	NE
a.	Participation in professional development activities to enhance content knowledge and pedagogical skill.			
b.	Reflecting on Teaching and Continuous Improvement.			
c.	Performance in non-instructional duties/responsibilities.			
d.	Working collaboratively with others to improve teaching/learning for all students.			
COMMENTS:				

SIGNATURE

Evaluator: _____ Date: _____

**WILLOWS UNIFIED SCHOOL DISTRICT
Certificated FINAL Evaluation Form**

Teacher's Name _____	School _____	Grade _____
Evaluator's Name _____		
Evaluation Period: _____		
Check One: <input type="radio"/> Probationary I <input type="radio"/> Probationary 2 <input type="radio"/> Temporary <input type="radio"/> Permanent		

Please check the standards covered by this assessment and prior assessment reports:
(MS = Meets Standards; PE = Progress Evident; NE = Progress Not Evident)

1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	MS	PE	NE
a. Collecting and using multiple sources of information to assess student learning.			
b. Communicating with students, families, and other audiences about student progress.			
c. Using the results of assessment to guide and modify instruction and adjust for student needs.			
d. Involving and guiding students in assessing their own learning.			
COMMENTS:			
2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	PE	NE
a. The teacher is able to orchestrate learning in a group setting.			
b. The teacher motivates and engages students in learning.			
c. Teacher is able to monitor and respond to student behavior.			
COMMENTS:			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	PE	NE
a. Knowledge of characteristics of age group.			
b. Knowledge of students' varied approaches to learning.			
c. Knowledge of students' skills and knowledge.			
d. Knowledge of students' interests and cultural heritage.			
e. High expectations for students.			

f.	Clear goals.			
g.	Suitability for diverse students.			
h.	Instructional materials and resources.			
i.	Lesson and unit structure.			
j.	Resources for teaching.			
k.	Resources for students.			
COMMENTS:				
4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES		MS	PE	NE
a.	Uses a variety of instructional strategies that actively engage students in learning.			
b.	Use of instructional materials and resources.			
c.	Appropriate instructional strategies and assignments.			
COMMENTS:				
5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES		MS	PE	NE
a.	Participation in professional development activities to enhance content knowledge and pedagogical skill.			
b.	Reflecting on Teaching and Continuous Improvement.			
c.	Performance in non-instructional duties/responsibilities.			
d.	Working collaboratively with others to improve teaching/learning for all students.			
COMMENTS:				

OVERALL EVALUATION:

G Meets Standards

G Progress Evident

G Progress Not Evident

G Unsatisfactory*

*For an overall unsatisfactory to be given, the provisions of the Collective Bargaining Agreement 9.1.2.1 and 9.1.2.2 must be met.

SIGNATURES

Evaluator: _____ Date: _____

Employee: _____ Date: _____

This report has been discussed with me. An opportunity has been extended to attach comments.

MY SIGNATURE DOES NOT SIGNIFY AGREEMENT WITH THE EVALUATION.

I. Pupil Progress Toward Standards of Expected Achievement

**A) The teacher regularly assesses and provides feedback on student progress to students and parents.
B) The teacher uses assessment information effectively in making instructional decisions.**

Element	Indicators			
	Progress Not Evident	Progress Evident	Meets Standard	
			Proficient	Distinguished (comments only)
Collecting and using multiple sources of information to assess student learning.	No regular assessment of student performance.	Evaluates students by teacher input and publishers' tests. Uses primarily paper and pencil assessment but begins to use student performance assessment.	Collects assessment information from a variety of sources, e.g. <ul style="list-style-type: none"> • Standardized tests; • Diagnostic tools (running record, observation survey); • Developmental assessments (rubrics); • Teacher-made assessment materials. 	Collects assessment information from a variety of sources. Uses those listed previously and adds: <ul style="list-style-type: none"> • Portfolios of student work; • Family information; • Observation (kid watching); • Whole child information such as motivation, collaboration, attendance patterns, learning modalities; • Frequent reflection.
	Selection of assessment tools and information is limited to feedback from paper and pencil activities.	Selection of assessment tools is appropriate in some subject areas.	Teacher selects and uses assessment tools which match and support goals for individual student learning.	Teacher educates students in assessment tools and students have the opportunity to select tools for self-assessment.
	No link of assessment with District Standards	Teacher is familiar with District Standards and can occasionally link assessment to District Standards.	Teacher can describe how assessment tool is linked to District Standards.	Teacher can create assessment tools which articulate District Standards.

I. Pupil Progress Toward Standards of Expected Achievement

- A) The teacher regularly assesses and provides feedback on student progress to students and parents.
B) The teacher uses assessment information effectively in making instructional decisions.**

Element	Indicators			
	Progress Not Evident	Progress Evident	Meets Standard	
			Proficient	Distinguished (comments only)
Communicating with students, families, and other audiences about student progress.	Does not send home appropriate reporting mechanisms.	Assessment information is communicated to students and parents through standard reporting mechanisms such as progress reports and report cards.	Assessment information is communicated to students as a regular part of teaching and to their families through conferences or regular contact.	Assessment information is communicated regularly to students and parents through a variety of means and students have the opportunity to share their learning with others.
	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students have the opportunity to make prompt use of the feedback.
	Feedback is either not provided or is of uniformly poor quality. Communicates only for negative problems or reasons.	Feedback is inconsistent in quality. Communicates for positive reasons infrequently.	Feedback is consistently high quality. Communicates occasionally for both positive and negative reasons.	Feedback is consistently of high quality and includes both positive and negative aspects.
	Communicates with parents only at formal conferences or conferences scheduled by counselors or administrators.	Communicates with parents beyond formal conferences occasionally.	Communicates with parents frequently in a variety of ways (formal and informal).	Includes students and their families as partners in the assessment process.

I. Pupil Progress Toward Standards of Expected Achievement

- A) The teacher regularly assesses and provides feedback on student progress to students and parents.
B) The teacher uses assessment information effectively in making instructional decisions.**

Element	Indicators			
	Progress Not Evident	Progress Evident	Meets Standard	
			Proficient	Distinguished (comments only)
Using the results of assessment to guide and modify instruction and adjust for student needs.	Teacher adheres rigidly to lesson plans or publisher recommendations with little awareness of need to adapt. Concentration on “covering the material.”	Teacher’s plans are somewhat flexible due to an awareness of need to adapt.	Based on informal assessment, teacher uses lesson plan flexibility to capitalize on opportunities or problems (teachable moment).	Teacher acts as a facilitator for student assessment of learning and planning for own learning.
	Teacher plans activities with little awareness of outcomes and success, has a dominant instructional strategy and does not deviate. Content is not delivered or delivered once only.	Teacher occasionally plans activities with awareness of outcomes and success, begins to explore more effective teaching strategies, and infrequently revisits content.	Based on assessment analysis, teacher establishes learning outcomes and success indicators, plans more effective ways of teaching subject matter concepts and processes, and determines when and how to revisit content.	Concepts and skills are embedded in content areas. Teacher’s choice of instructional strategies and techniques are based on assessment data and are integrated with content area.
Involving and guiding students in assessing their own learning.	All assessment is teacher directed and does not involve students’ input.	Occasionally asks students to reflect on learning.	Models and provides opportunities for students to self reflect.	Self reflection is the norm for student behavior.
	Subjective teacher evaluation of student performance.	Teacher begins to involve students in assessing against a standard.	Teacher enables student understanding of performance against a standard.	Teacher enables students to create tools for self/peer assessment against a standard.

I. Pupil Progress Toward Standards of Expected Achievement

- A) The teacher regularly assesses and provides feedback on student progress to students and parents.
B) The teacher uses assessment information effectively in making instructional decisions.**

Element	Indicators			
	Progress Not Evident	Progress Evident	Meets Standard	
			Proficient	Distinguished (comments only)
	Teacher does not communicate grading procedures to students.	Teacher occasionally communicates grading procedures.	Teacher enables students to report reasons why they receive a particular score.	Teacher enables understanding of the purpose and processes of assessment.

Willows Unified School District			Supporting Rubric	
II. <u>Establishment and Maintenance of Suitable Learning Environment</u>				
A) The teacher is able to orchestrate learning in a group setting. B) The teacher motivates and engages students in learning.				
Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
The teacher is able to orchestrate learning in a group setting.	Tasks for group work are not organized, resulting in off-task behavior when teacher works with one group.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher works with one group.	Tasks for groups are organized and groups are managed so most students are engaged at all times.	Groups work independently and are productively engaged at all times with students assuming responsibility for productivity.
	Teacher does not respond to unsafe behaviors in the classroom.	Teacher responds inconsistently to unsafe behavior in the classroom.	Teacher provides a safe, supporting environment.	The teacher accentuates a safe, supportive environment.
	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly with little loss of instructional time.	Transitions are seamless with students assuming some responsibility for efficient operation.
	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly with little loss of instructional time.	Routines for handling materials and supplies are seamless with students assuming some responsibility for efficient operation.
	Considerable instructional time is lost in performing classroom procedures.	Systems for performing classroom procedures are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing classroom procedures are in place, resulting in minimal loss of instructional time.	Systems for performing classroom procedures are well established with students assuming considerable responsibility for efficient operation.

II. Establishment and Maintenance of Suitable Learning Environment

- A) The teacher is able to orchestrate learning in a group setting.
B) The teacher motivates and engages students in learning.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
The teacher motivates and engages students in learning.	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain thorough planning of learning activities and interactions. Classroom environment conveys high expectations for all students.
	Teacher conveys a negative attitude toward content suggesting that content is not important or others mandate it.	Teacher communicates importance of the work but with little conviction and only minimally apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their participation, curiosity, and attention to detail that they value the content's importance.
	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Teacher-student interactions are generally appropriate by may reflect inconsistencies, favoritism, or disregard for students' cultures.	Teacher-student interactions are friendly and demonstrate general caring, warmth and respect. Such interactions are appropriate to the developmental and cultural norms.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond what is expected for the role.
	Teacher engages students in irrelevant activities.	Most of the time, teacher engages students in relevant activities.	The teacher provides relevant activities that provide many opportunities for students to be successful.	The teacher provides meaningful classroom experiences and opportunities that allow all students to experience success with challenging and creative work.

II. Establishment and Maintenance of Suitable Learning Environment

- A) The teacher is able to orchestrate learning in a group setting.
B) The teacher motivates and engages students in learning.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
	Teacher remains behind the desk and does not engage with students during learning.	Teacher primarily teaches from the “front of the room.”	Teacher places self in proximity to most students.	The teacher maximizes instruction and student control by moving freely about the room.
Teacher is able to monitor and respond to student behavior.	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert of student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers’ behavior, correcting one another respectfully.
	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the students’ dignity.	Teacher attempts to respond to misbehavior but with uneven results, no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the students’ dignity, student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students’ individual needs, student behavior is entirely appropriate.

III. Adherence to Curricular Objectives

- A) The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.**
- B) The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.**
- C) The teacher plans for instruction, adheres to District curricula/standards and the State frameworks, and maintains a balanced instructional schedule.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Knowledge of characteristics of age group.	Teacher demonstrates minimal knowledge of developmental characteristics of age group.	Teacher demonstrates generally accurate knowledge of developmental characteristics of age group.	Teacher demonstrates understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher demonstrates thorough understanding of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of students' varied approaches to learning.	Teacher is unfamiliar with the different learning styles exhibited by students, such as modalities and different "intelligences."	Teacher demonstrates general understanding of the different learning styles that students exhibit.	Teacher demonstrates solid understanding of the different learning styles that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied learning styles in instructional planning.
Knowledge of students' skills and knowledge.	Teacher demonstrates lack of understanding of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but demonstrates this knowledge for the class only as a whole.	Teacher demonstrates thorough knowledge of students' skills and knowledge for groups of students, including those with special needs, and recognizes the value of this knowledge.	Teacher demonstrates thorough understanding of students' skills and knowledge for each student.
Knowledge of students' interests and cultural heritage.	Teacher demonstrates lack of knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but demonstrates this knowledge for the class only as a whole.	Teacher demonstrates knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher demonstrates thorough understanding of the interests or cultural heritage of each student.

III. Adherence to Curricular Objectives

- A) The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.
- B) The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.
- C) The teacher plans for instruction, adheres to District curricula/standards and the State frameworks, and maintains a balanced instructional schedule.

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
High expectations for students.	Goals are not valuable and represent low expectations or do not reflect important learning.	Goals are moderately valuable with minimal expectations.	Goals are valuable with high expectations and reflect important learning.	Not only are goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clear goals.	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	Goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for diverse students.	Goals are not suitable for the class.	Goals are generally suitable for most students in the class.	Goals are suitable for students in the class.	Goals take into account the varying learning needs of individual students or groups.
Instructional materials and resources.	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	Materials and resources support the instructional goals, and engage students in meaningful learning.	Materials and resources support the instructional goals, and engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.

III. Adherence to Curricular Objectives

- A) The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.**
- B) The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.**
- C) The teacher plans for instruction, adheres to District curricula/standards and the State frameworks, and maintains a balanced instructional schedule.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Lesson and unit structure.	The lesson or unit has no clearly defined structure. Time allocations are nonexistent or unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Time allocations are reasonable.	The structure of the lesson or unit is clear and allows for different pathways according to student needs.
Resources for teaching.	Teacher is unaware of resources available through the school or district.	Teacher demonstrates limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for students.	Teacher is unaware of resources available to assist students who need them.	Teacher demonstrates limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community and knows how to gain access for students.

IV. Instructional Techniques and Strategies

- A) The teacher uses appropriate instructional strategies to convey content.**
- B) The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Uses a variety of instructional strategies that actively engage students in learning.	Relies on only one instructional strategy or grouping technique.	Beginning to use a variety of learning structures and strategies that support the students' learning process and increase their capacity to learn from each other.	Frequently uses a variety of learning structures and strategies that support students' learning process and increase their capacity to learn from each other.	Consistently involves all students in appropriate learning, problem solving and decision making strategies.
		Beginning to use several groupings (i.e., whole group, small groups) that encourage individual and collaborative learning within the regular day.	Frequently uses multiple groupings that encourage individual and collaborative learning within the regular day.	Consistently uses multiple groupings and encourages individual and collaborative learning throughout the regular day.
Use of instructional materials and resources.	Instructional materials and resources are inappropriate to the instructional goals or do not engage students.	Instructional materials and resources are partially appropriate to the instructional goals, or students' level of engagement is moderate.	Instructional materials and resources are appropriate to the instructional goals and engage students.	Instructional materials and resources are appropriate to the instructional goals and engage students. Teacher provides the opportunity for students to initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Appropriate instructional strategies and assignments.	Activities and assignments are inappropriate for student needs.	Some activities and assignments are appropriate to students and engage them but are applied inconsistently.	Most activities and assignments are appropriate to students and are designed to engage them in learning.	All students are cognitively engaged in the activities and assignments in their exploration of content. Teacher provides the opportunity for students to initiate or adapt activities and projects to enhance understanding.

IV. Instructional Techniques and Strategies

- A) The teacher uses appropriate instructional strategies to convey content.**
- B) The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has a limited repertoire of instructional strategies to use.	Teacher, possessing a moderate repertoire of strategies, persists in seeking approaches for students who have special learning needs.	Teacher, using an extensive repertoire of strategies and soliciting additional resources from the school, persists in seeking effective approaches for all students who need help.

V. Performance of Non-Instructional Duties/Responsibilities

- A) The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.**
B) The teacher participates in non-instructional duties and responsibilities including supervision, participatory, and advisory duties.

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Participation in professional development activities to enhance content knowledge and pedagogical skill.	Teacher does not actively engage in professional development activities to enhance knowledge or skill.	Teacher actively participates in professional activities when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his/her classroom.
			Participation in professional development activities leads to insights about how to modify lessons, curriculum and assessment to support the needs of all students.	Participation in professional development activities leads to lesson modification, curriculum improvement and/or assessment changes to meet the needs of all students.
Reflecting on Teaching and Continuous Improvement.	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite specific examples to support the judgment.
	The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to assess growth over time or plan professional development.	The teacher reflects on some lessons and areas of concern in his/her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his/her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his/her teaching practice in relation to student learning and instructional goals, assesses growth over time and plans professional development based on reflection.

V. Performance of Non-Instructional Duties/Responsibilities

- A) The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.**
- B) The teacher participates in non-instructional duties and responsibilities including supervision, participatory, and advisory duties.**

Element	Level of Performance			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Participation in non-instructional duties/responsibilities.	Teacher rarely participates in school meetings, activities, or meets other related responsibilities. Teacher does not meet contractual requirements.	Teacher usually attends and participates in school meetings, activities, or usually performs other related responsibilities.	Teacher consistently participates in school meetings and activities and begins to provide leadership in the planning of these events.	Teacher consistently participates in school meetings and activities and consistently takes leadership in planning for activities and meetings. Teacher consistently exceeds expectations for related school responsibilities.
			Teacher consistently performs other related responsibilities.	
Working collaboratively with others to improve teaching/learning for all students.	Teacher is unwilling to meet and discuss individual student needs with parents, colleagues, administration, etc.	Teacher maintains relationships with parents, colleagues, administration, etc., to fulfill the duties that the school or district requires.	Teacher's relationships with parents, colleagues, administration, etc., are characterized by support and cooperation.	Teacher's relationships with parents, colleagues, administration, etc., are characterized by support and cooperation. Teacher takes initiative in assuming leadership among the faculty.

**WILLOWS UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHERS SALARY SCHEDULE
2011-12**

days **175**

STEP	CLASS II AB < 30 semester hours	CLASS III AB + 30 semester hours	CLASS IV AB + 45 OR MASTERS semester hours	CLASS V AB + 60 OR MASTERS +15 semester hours	STEP
1	52,683	52,694	52,706	52,717	1
2	52,683	52,706	52,717	54,061	2
3	52,683	52,717	54,061	54,061	3
4	52,683	54,061	54,061	55,249	4
5	53,795	54,061	55,249	56,434	5
6	53,795	55,642	57,625	58,807	6
7	53,795	57,227	59,995	61,183	7
8	53,795	58,807	62,369	63,555	8
9	53,795	60,391	64,742	65,928	9
10	53,795	60,391	67,114	68,303	10
11	53,795	60,391	69,488	70,673	11
12	53,795	60,391	69,488	73,048	12
13	53,795	60,391	69,488	73,048	13
14	53,795	60,391	69,488	73,048	14
15	53,795	60,391	69,488	73,048	15
16	53,795	60,391	69,488	75,424	16
17	53,795	60,391	69,488	75,424	17
18	53,795	60,391	69,488	75,424	18
19	53,795	60,391	69,488	75,424	19
20	53,795	60,391	69,488	78,586	20
21	53,795	60,391	69,488	78,586	21
22	53,795	60,391	69,488	78,586	22
23	53,795	60,391	69,488	78,586	23
24	53,795	60,391	69,488	78,586	24
25	53,795	64,462	74,355	82,290	25

Masters Degree = \$ 700 additional Required Extra Credential = \$ 700 additional (See A.8.9 of WUTA Contract)

Eligibility for step movement is set forth in Appendix A at A.8: eligibility for columnar movement is set forth in Appendix A at A.1, A.2, and A.4.

Current non-credentialed teachers are frozen at their present placement and any new non-credentialed teacher hired after 6/30/01 will be placed at \$27,401 until completion of their credential.

High School Counselor will be placed on the appropriate Class and Step. The daily rate, based on number of contract days, will be calculated and multiplied by 199 days (High School Counselor work year). This calculation will then be multiplied by 1.03 (responsibility factor) to obtain the annual salary.

District Nurse will be placed on the appropriate Class and Step. The daily rate, based on number of contract days, will be calculated and multiplied by the number of assigned work days (District Nurse work year). The calculation will then be multiplied by 1.03 (responsibility factor) to obtain the annual salary.

Notes:

Reflects no Increase effective July 1, 2008.
Board approval - 05/06/10
Board approval - 08/05/10

Reflects no increase 2009-10
Reflects no increase 2010-11 & five non paid days
Board approval - 09-01-11 six non work/paid days