

**AGREEMENT**

**between the**

**WILLOWS UNIFIED SCHOOL DISTRICT**

**and the**

**WILLOWS UNIFIED TEACHERS ASSOCIATION**

**June 30, 2024**

## TABLE OF CONTENTS

	<u>Page</u>
Article 1. Agreement.....	1
Article 2. Recognition .....	2
Article 3. Association Rights .....	3
Article 4. Management Rights .....	4
Article 5. Personal Freedom and the Freedom to Teach.....	5
Article 6. Personnel Files .....	6
Article 7. Teacher Safety .....	7
Article 8. Public Charges .....	8
Article 9. Procedure for Evaluations.....	11
Article 10. Peer Assistance and Review Program .....	17
Article 11. Transfers .....	18
Article 12. Leave Provisions.....	22
Article 13. Educational Improvement.....	35
Article 14. Military .....	36
Article 15. Hours of Employment.....	37
Article 16. (Intentionally Left Blank) .....	41
Article 17. Class Size .....	42
Article 18. Summer School.....	44
Article 19. Mileage Allowance .....	45
Article 20. Professional Dues or Fees and Payroll Deductions .....	46
Article 21. Employee Salaries.....	47

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
Article 22. Health and Welfare Benefits.....	49
Article 23. Grievance Procedures .....	52
Article 24. Miscellaneous Provisions .....	57
Article 25. Severability .....	59
Article 26. Statutory Changes .....	60
Article 27. Negotiations .....	61
Article 28. Term of Agreement.....	62
 Appendix A	
Salary Placement and Schedules.....	63
 Appendix B Evaluation Forms	
B-1 Certificated Teacher Evaluation Forms .....	73
B-2 Nurse Evaluation Forms .....	90
B-3 Counselor Evaluation Forms .....	95
 Appendix C-1	
Salary Schedule.....	99

**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/or 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 Verbal Complaints. If a verbal complaint is lodged concerning a unit member, the complainant shall typically be encouraged to meet with the unit member to resolve the matter. If not resolved to the complainant's satisfaction, the complainant shall be directed to put his/her complaint in writing and the procedures described in 8.2 below shall apply.
- 8.2 Written Charges or Complaints. A written charge or complaint (hereafter "complaint") that is filed against an individual unit member shall initially be referred to the Site Administrator, and the procedures below will be followed:
- 8.2.1 A copy will be provided to the employee within ten (10) days of the Site Administrator's receipt of the complaint unless there is a legal or educational reason to withhold notification.
- 8.2.2 The Site Administrator will commence, and complete, a preliminary investigation within a reasonable time after the written complaint was filed with the Site Administrator.
- a. If the Site Administrator determines that the complaint has no merit, the determination will be mailed or delivered to the unit member and the complainant.
  - b. The complainant may appeal the Site Administrator's decision to the Superintendent pursuant to Board Policy 1312.1.
  - c. If the Superintendent affirms the Site Administrator's decision of "no merit," the complainant may appeal the Superintendent's decision to the Board of Education pursuant to Board Policy 1312.1.
  - d. If the Board affirms the Superintendent's decision of "no merit", this shall be the final decision of the District, and all materials pertaining to the complaint shall be removed upon the unit member's request.
- 8.2.3 If the Site Administrator determines that there may be substance to the complaint, notice of this determination shall be mailed or delivered to the unit member and the complainant.
- a. Within ten (10) days after the District's notice to the unit member, either the Site Administrator, the complainant, or the unit member may request that an administrative conference be held.

- b. The Site Administrator shall notify all parties as to the date and time of the administrative conference. The complainant will be requested to be present.
- c. If the complainant fails to attend the administrative conference, the complaint shall be deemed withdrawn and an annotated entry to that effect will be placed in a District complaint file. All materials pertaining to the complaint shall be removed from the unit member's personnel file.
- d. If a satisfactory resolution between the parties is achieved:
  - (1) The complaint will be closed, and a copy of the written complaint, 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 after resolution is reached.
  - (2) In accordance with Article 6, the unit member may attach a statement to the material that is placed in his/her personnel file.
- e. If the administrative conference does not result in a satisfactory resolution, then the Superintendent shall judge the validity or invalidity of the complaint.
  - (1) A copy of the written complaint, the written statement(s) of the unit member, the findings of the Superintendent, the points of disagreement, and the Superintendent's proposed resolution, shall be placed in the unit member's personnel file within ten (10) days.
  - (2) Within ten (10) days after the administrative conference is held, either the unit member or the complainant may appeal the matter to a closed session of the Board whose decision will be the decision of the District in regard to the matter.
  - (3) At the closed session, the Board will consider the written complaint, the statements of the unit member, the findings of the Superintendent or designee, points of disagreement, the Superintendent's statement of the validity or non-validity of the complaint, and any proposed resolution.
  - (4) The Board's decision and a statement of its findings shall be placed in the unit member's personnel file within twenty (20) days after the closed session.

### 8.3 General Procedures

- 8.3.1 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.
- 8.3.2 A written complaint which is documented to be false shall not be the basis for either discipline against the unit member or a negative evaluation of the unit member.
- 8.3.3 If either the District or the Association determines that a timeline or procedure set forth in this Article 8 conflicts with any other timeline or procedure (whether set forth in (1) this collective bargaining agreement, or (2) in law [statute or administrative procedure]), a meeting shall be scheduled and the District and the Association will meet to harmonize the timelines and/or procedures. If the parties do not agree on harmonized timelines or procedures, the timelines or procedures in this Article shall not apply and the other timeline or procedure shall control.

## **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. This rating of “unsatisfactory” is not intended to indicate that the member has been proven to be unsatisfactory as per Education Code dismissal proceedings.

The District and the Association agree that the District is responsible for all District-approved professional development support to any certificated employee who receives a less-than-satisfactory summary evaluation or is placed on a performance improvement program.

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 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.

- 9.7.3 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 can 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**

**Article 10 was deleted in its entirety from this Agreement 2017-2018.**

**The PEER ASSISTANCE AND REVIEW PROGRAM, also known as PAR and all its references in this Agreement are deleted.**

**The following paragraph now appears as Section 9.1.2.1:**

*The District and the Association agree that the District is responsible for all District-approved professional development support to any certificated employee who receives a less-than-satisfactory summary evaluation or is placed on a performance improvement program.*

## **ARTICLE 11**

### **TRANSFERS**

#### **11.1**   **Definitions**

11.1.1   A **transfer** is a change:

- a.   from one school to another; or
- b.   from any one of the following grade levels: K-5, 6-8, 9-12 to another.

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 job opening in a bargaining unit position that the District intends to fill.

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**   **General Provisions**

11.2.1   No unit member shall be pressured by the Board, whether directly or indirectly, to apply for a voluntary transfer.

11.2.2   If an application is denied, upon request, a unit member shall be provided with a written statement of the specific reasons for the denial.

11.2.3   Transfers, whether voluntary or involuntary, shall be evaluated based on the educational related needs of the District and its students.

11.2.4   No reprisals shall be taken against any unit member who has submitted a transfer request.

11.2.5   A vacancy in a position that is not a regular teaching position shall only be filled by a member of the bargaining unit upon his/her request.

11.2.6   When two (2) or more applications are received for transfer to the same position, the Superintendent will give consideration to the unit member with greatest seniority within the District.

### 11.3 Vacancies

- 11.3.1 Site Reassignments: Prior to posting a vacancy for the coming year (and before September 30), voluntary internal school site reassignments can be initiated by the Principal.
- 11.3.2 Posting of a Vacancy: A vacancy shall be posted for five (5) calendar days as follows:
- a. via the District's email system to each unit member;
  - b. posted to the District's website;
  - c. placed on school bulletin boards; and
  - d. sent to the Association.
- 11.3.3 Processing of Applications: In-District applicants will be interviewed, and informed of the District's decision regarding the vacancy, prior to any screening of outside applicants. The District will notify each in-District applicant of its decision regarding filling the vacancy within ten (10) working days after the closing date for filing an application.
- 11.3.4 Vacancies During the School Year: Vacancies that occur after September 30 will be filled as follows:
- a. If the vacancy is for a self-contained elementary classroom:
    - (1) The vacancy will be advertised externally, when it occurs, and filled on a temporary basis.
    - (2) Provided the vacancy continues to exist, and the District intends to fill it, the position will subsequently be posted internally for the following school year.
  - b. If the vacancy is for a departmentalized assignment:
    - (1) The Principal will meet with appropriately credentialed teachers (part-time and full-time) to assess whether the need can be met through the voluntary reassignment of such persons.
    - (2) If not filled via (b)(1) above, the Principal shall follow the procedures set forth in a(1) and a(2).

11.3.5 Vacancies During Summer Break: Notice of a vacancy that was not 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. In addition:

- a. if a unit member has provided his/her home email address prior to the last week of school, it will be linked to the District's email system;
- b. a separate mailing will be made to a unit member's home address if he/she filed a written request for mailing to the District office prior to the last week of school;
- c. thereafter, the provisions of 11.3.3 shall be followed.

*Note: Applications for a voluntary transfer are filed in response to postings.*

#### 11.4 Involuntary Transfers

- 11.4.1 Transfers shall be based exclusively on the legitimate, educational-related needs of the District.
- 11.4.2 Except in cases where extraordinary circumstances exist, 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 Unit members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies. The Board shall honor such requests when reasonably possible unless to do so would defeat the purpose of the involuntary transfer.
- 11.4.4 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, and the Association seeks arbitration, the AAA Rules for Expedited Arbitration shall be used and the transfer will not take effect until completion of the arbitration.
- 11.4.5 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a unit member.
- 11.4.6 Absent extraordinary circumstances, no unit member will be involuntarily transferred if he/she has been involuntarily transferred within a period of two (2) prior school years.

#### 11.5 Assignments

In normal circumstances, a unit member shall be given the following notices:

- 11.5.1 By May 20<sup>th</sup>, a meeting to discuss a transfer (see 11.1.1 above) that is being considered for the coming year; and
- 11.5.2 By June 1<sup>st</sup>, all unit members receive written notice of their final subject matter or grade assignment for the coming year.

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 earn seventy-five (75) hours (10 days at 7.5 hours per day) 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 (11<sup>th</sup>) 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 Use of sick leave will be based upon an hour used equals an hour charged, rounded up to the nearest fifteen (15) minute increment.
- 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 four (4) 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 Nondiscrimination

- 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 Family Medical Leave Act and California Family Rights Act (FMLA and CFRA)

- 12.6.1 Family Medical Leave Act Leave is available to eligible employees to take up to 12 workweeks of leave for their own serious health conditions, childcare, specified family member's serious health conditions, or for reasons related to a family member's military service.

- 12.6.2 California Family Rights Act Leave is available up to 12 workweeks after the birth of a child or placement of a child with the family for adoption or foster care, only within the first 12 months after birth or placement of the child. AB 375 (certificated staff) and AB 2393 (classified staff) provide "baby bonding" and are covered under CFRA.

- 12.6.3 The District's FMLA / CFRA policy and procedures are found in AR 4161.8, available on the District website.

## 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, except mileage and meals.

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 from Glenn County courtrooms, 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 1<sup>st</sup>, 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 ( $\frac{1}{2}$ ) 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 Members of the immediate family, means spouse, registered domestic partner, the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

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 two (2) days of 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 a total of ten (10) days of release time to use at its discretion for Association business. Willows Unified Teachers Association (WUTA) shall reimburse the district for the cost of the substitute. The Association shall give three (3) unit member's working days' notice of the 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 fifty-five (55) 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. *(Employees who are currently on leave under this article will be held harmless through June 30, 2019.)*
- 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 forty-five (45) day minimum balance of undrawn carry over sick leave maintained in the Bank.

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

**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 15<sup>th</sup>, 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**

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 (a) In addition to paragraph 15.1.1 above, unit members may be responsible for additional activities beyond the regular work day. Such additional activities are limited to:
- Back to School Night scheduled in the fall,
  - Open House or an appropriate Community Night (e.g. Project Night, etc.) scheduled in the spring. The activity shall be designed by the unit members at each site in a collaborative method with the Administration. The activity may look different at each school site, based on the collaborative solution that is agreed upon,
  - parent/student orientations,
  - parent/student conferences,
  - Public Schools Week activities,



- field trips which are or have been a part of the instructional program for the unit member's assignment, and
  - meetings required by law (e.g. IEP and 504).
- (b) In addition, unit members assigned to the high school level shall also 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 another unit member 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 substitute unit member shall be given to the Principal in writing at least two (2) days prior to the scheduled activity.
  - By his or her signature, the substitute unit member 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.

## 15.2 Preparation Time

### 15.2.1 Departmentalized Assignments

Unit members teaching in a departmentalized setting (e.g. 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.

### 15.2.2 Self-Contained Classrooms

Unit members teaching in a self-contained classroom shall have the following preparation time:

- (a) grades K-5 shall have not less than one hundred twenty (120) minutes of preparation time per week.
- (b) Out of deference to the importance of the continuity of their program and to ensure regular classroom teachers maintain their prep periods, Music, PE, ELD, and Opportunity teachers will not be required to cover as a substitute more than 2 days in any school month unless mutually agreed upon by the teacher and his/her administrator or designee.

### 15.3 Minimum Days

15.3.1 Minimum days will be scheduled in accordance with the calendar. Student dismissal on a minimum day shall be at a time established by the District.

15.3.2 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.

### 15.4 Zero Periods

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.

### 15.5 Voluntary Scheduling

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.

### 15.6 Instructional Day

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.

### 15.7 Work Year

The regular work year is one hundred eighty-three (183) days.

- a. There are one hundred eighty (180) student instructional days.
- b. There is one (1) day that is the pre-service day, prior to the start of school year. This will be a day for staff to work on their own or in collaboration with other staff at grade level or by department to get ready for the school year.
- c. There are two (2) days dedicated to teacher/staff collaboration and Professional Development.

The regular work year for High School Counselors is two hundred (201) days.

- d. There are one hundred eighty student instructional days.
- e. There are nineteen (19) days dedicated to extended counseling tasks beyond the 180 instructional days and other related work.
- f. There are two (2) days dedicated to faculty/staff collaboration and Professional Development.

## ARTICLE 16

*Note: Left intentionally blank.*

**ARTICLE 17**  
**CLASS SIZE**

17.1 Average Class Size

17.1.1 Elementary School: The District class size average for grades K through 3 (excluding Special Education and non-teaching personnel), using the number of full-time equivalent unit members 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.

17.1.2 Intermediate and High Schools: The District class size average (excluding Special Education and non-teaching personnel), using the number of full-time equivalent unit members 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 Excess of Maximum of Students

17.2.1 Elementary School: If, during the school year, a class in grades K through 3 exceeds thirty (30) students, new students shall be assigned to classes by the school Principal in a fashion to allow for balance between classes.

17.2.2 Intermediate and High Schools: If, during the school year, a class in the Intermediate School or in the High Schools 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 Transitional Kindergarten

If required by law, class size for Transitional Kindergarten shall be the same as class size for grades K through 3.

17.4 The maximum contained in this sub-Article shall have no application until after the first fifteen (15) school days of the school year.

17.4.1 After that date, should enrollment in an individual class exceed thirty (30) (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.

- 17.4.2 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.
- 17.4.3 The above class maximums do not apply to traditionally large classes, such as: Band, Chorus, Physical Education, etc.
- 17.4.4 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. In filling summer school vacancies, qualified current bargaining unit members will be offered a teaching position before outside candidates are considered.
- 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

All current employees who are members of the Association shall continue to have Association dues and fees deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.

The Association shall provide the District with written notification of all new employees for whom Association dues and fees are to be withheld via payroll deduction.

The District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the Association member each month for eleven (11) months. Deductions for employees who join the Association after the commencement of the school year shall be prorated to complete payments by the end of the school year.

20.2 Deductions

Upon written notification by the Association, the District shall initiate or discontinue the deduction of Association dues and fees for an employee effective with the payroll cycle following the first payroll cutoff date after receipt of notification from the Association.

The Association shall provide any information needed by the District to fulfill the provisions of this Article.

The Association agrees to pay the reasonable costs, including attorneys' fees, of defending or initiating action to enforce this Article and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of the Association.

**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.

2017/18 School Year

All cells and steps for the Certificated Salary Schedule shall be increased by 7.0% effective July 1, 2017 (Appendix C).

2018/19 School Year

1.0% off schedule payment to the Association only. The Association has elected to divide the total dollar amount associated with the 1% lump sum one time allocation among its members in an equal dollar amount associated with their FTE.

2019/20 School Year

0% increase to salary schedule.

1.5% off schedule payment for the 2020-21 school year

WUTA will receive a 7.146% pay increase for all cells and steps for the Certificated Salary Schedule, Appendix C1-C3, which may be distributed as a percentage incrementally (not to exceed 7.146% cumulatively) at WUTA's discretion for school years 2021-22, 2022-23, and 2023-24. WUTA has stated their preference that the 7.146% pay increase fall on the 2021-22 school year, and that the 2022-23 and 2023-24 school years will receive a 0% pay increase.

Effective July 1, 2021, work duty days for those paid from Appendix C-1 and C-3 will be expanded from 181 to 183, additional days shall include professional development and collaboration for teachers. This equates to an additional 1.18% pay increase. This will amount to a total of three (3) non-student work days. 1 of these days will be limited to a pre-service day.

Effective July 1, 2021, work duty days for the High School Counselor positions (paid from Appendix C-2) will be expanded from 199 to 201, additional days shall include

professional development and collaboration. This equates to an additional 1.005% pay increase. This will amount to a total of twenty-one (21) non-student work duty days.

#### 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).

- Any unit member who retired on or before June 30, 2014 shall continue to receive (annually, if required) up to the amount they were receiving on June 30, 2014.
- Any unit member who has retired, or does retire, on a date from July 1, 2014 through and including June 30, 2017, shall receive (annually, if required) up to \$12,095.
- Any unit member who retired after June 30, 2017 shall receive \$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.

**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.

## 24.7 Substitute Coverage

- 24.7.1 When a unit member employed in a departmentalized setting covers a class for another unit member during his/her preparation time, at the request/direction of the District, he/she will be compensated in one of the following ways:

a. Time Off:

That number of Regular Class Periods equal to a day equals one (1) day off (e.g. in a schedule where students attend 6 periods and a teacher teaches 5, 5 periods = 1 day).

OR

b. Pay:

Teachers who cover a period for another Unit member shall receive the instructional rate of pay for the time they cover for another teacher, (based upon .00062 of Class III, Step 1 of the current Certificated Salary Schedule).

c. Option:

The option to receive either pay or time off is at the unit member's discretion.

1. Days off must be taken by May 15<sup>th</sup>.
2. Claims for pay must be submitted by June 10<sup>th</sup> for current fiscal year.
3. Time earned after May 15<sup>th</sup> will be carried over to the following year.

- 24.7.2 When a unit member employed in a self-contained classrooms setting covers instructional time for another teacher during his/her preparation time, at the request/direction of the District, he/she will be compensated at the instructional rate of pay for the time they cover for another teacher (based upon .00062 of Class III, Step 1 of the current certificated salary schedule).

**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

The Parties agree that the successor Contract Term shall take place from July 1, 2021 through June 30, 2024. There shall be no reopeners for negotiations from the Parties during the Term of the Contract.

DISTRICT REPRESENTATIVE

Emmett Koepferich  
Eh

Date:

1/20/23

WUTA REPRESENTATIVE

Cathryn Fleming  
Cat

Date:

1/20/2023

## **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 Except for persons or employees with less than AB + 15 (As outlined in A.3.3 below), prior teaching experience for a new employee shall be credited as year for year credit with maximum initial placement at step eight (8). Initial placement will begin at the first subsequent step above the employee's granted years of credit. (i.e. if employee is granted six (6) years of experience credit, initial step will be at seven (7)).
- 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 1<sup>st</sup> 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 1<sup>st</sup>, of the contract year concerned. Documents received after September 1<sup>st</sup> (see District "Change of Classification Form") which verify work completed prior to September 1<sup>st</sup>, 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 30<sup>th</sup>.

A.5.1.2 Unit members opting twelve (12) month payment shall have one-twelfth (1/12<sup>th</sup>) of contractual salary deducted during the eleven (11) months of the contractual year. The withheld amount shall be paid on July 31<sup>st</sup>.

#### 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 Project

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 ( $1/6^{\text{th}}$ ) 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 1 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.

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 High School Counselors will be placed on the appropriate cell of Schedule C-2.
- A.8.6 The District Nurse will be placed on the appropriate cell of Schedule C-3.
- A.8.7 All holders of an advanced degree will receive an annual stipend as follows:
  - 8.7.1 Effective July 1, 2013, One Thousand Dollars (\$1,000.00) for a Master's Degree.
  - 8.7.2 Effective July 1, 2013, One Thousand Dollars (\$1,000.00) for a Doctorate Degree.
  - 8.7.3 All employees who were required to have an additional full, clear credential to perform their assignment prior to ratification (June 18, 2014) will continue to receive a stipend of Seven Hundred Dollars (\$700.00), provided the employee: (a) remains a unit member, and (b) continues to hold the credential.



## 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
Cross Country	5.85	6.25	6.6
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
Swimming	5.85	6.25	6.60
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

9.1.1	Year 1&2	Year 3&4	Year 5&6
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

There shall be two FFA advisory stipend positions in the District:

FFA Advisor: Shall be remunerated up to two hundred forty (240) hours at the instructional rate that is .00055 of Class III, Step 1 of the current Certificated Salary Schedule.

FFA Assistant Advisor: Shall be remunerated up to two hundred sixteen (216) hours at .00050 of Class III, Step 1 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

**APPENDIX B-1**  
**CERTIFICATED TEACHER EVALUATION FORMS**

**Certificated OBSERVATION Form**

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

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

<b>1. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			
<b>2. ESTABLISHMENT AND MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			
<b>3. ADHERENCE TO CURRICULAR OBJECTIVES</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			
<b>4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			
<b>5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			

**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="checkbox"/> Probationary I <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary <input type="checkbox"/> 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.			
<b>COMMENTS:</b>			
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.			
<b>COMMENTS:</b>			
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.			
<b>COMMENTS:</b>			
<b>4. INSTRUCTIONAL TECHNIQUES AND STRATEGIES</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			
<b>5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>
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.			
<b>COMMENTS:</b>			

**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.**



Willows Unified School District Supporting Rubric			Teacher Performance Standards	
I. <u>Pupil Progress Toward Standards of Expected Achievement</u>				
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"><li>• Standardized tests;</li><li>• Diagnostic tools (running record, observation survey);</li><li>• Developmental assessments (rubrics);</li><li>• Teacher-made assessment materials.</li></ul>	Collects assessment information from a variety of sources. Uses those listed previously and adds: <ul style="list-style-type: none"><li>• Portfolios of student work;</li><li>• Family information;</li><li>• Observation (kid watching);</li><li>• Whole child information such as motivation, collaboration, attendance patterns, learning modalities;</li><li>• Frequent reflection.</li></ul>
	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.
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.

**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)
	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.

Willows Unified School District Supporting Rubric			Teacher Performance Standards	
I. <u>Pupil Progress Toward Standards of Expected Achievement</u>				
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)
	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.
	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.
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.

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)
	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.
	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.

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)
	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.

Willows Unified School District			Supporting Rubric	
III. <u>Adherence to Curricular Objectives</u>				
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.
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.



Willows Unified School District				Supporting Rubric	
III. <u>Adherence to Curricular Objectives</u>					
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)	
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.	
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.	

Willows Unified School District			Supporting Rubric	
III. <u>Adherence to Curricular Objectives</u>				
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)
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.

Willows Unified School District			Supporting Rubric	
IV. <u>Instructional Techniques and Strategies</u>				
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.

Willows Unified School District				Supporting Rubric
IV. <u>Instructional Techniques and Strategies</u>				
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)
			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.
	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.		

Willows Unified School District				Supporting Rubric
V. <u>Performance of Non-Instructional Duties/Responsibilities</u>				
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)
			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 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.	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.

Willows Unified School District			Supporting Rubric	
V. <u>Performance of Non-Instructional Duties/Responsibilities</u>				
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)
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.
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.

**APPENDIX B-2**  
**WILLOWS UNIFIED SCHOOL DISTRICT**  
**School Nurse FINAL Evaluation Form**

Employee Name _____	Date _____
Evaluator's Name _____	
Evaluation Period _____	
Status of Nurse – Check One: <input type="radio"/> Emergency Permit/Waiver <input type="radio"/> Probationary 1 <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/Exceeds Standards; PE = Progress Evident; NE = Progress Not Evident

1. <b>QUALITY OF CARE: The school nurse systematically evaluates the quality and effectiveness of school nursing practice.</b>	MS	PE	NE	N/A
a. Recommends school policies and procedures and philosophy related to health services program.				
b. Participates in developing, implementing and evaluating the school health programs that eliminate or minimize student health concerns that may interfere with learning.				
c. Interprets and implements policies and procedures concerning communicable diseases.				
d. Develops and maintains standards for a system of first aid and school safety including identifying and reporting environmental health and safety hazards (current and potential) for students and staff to promote healthy classroom and school environments.				
e. Administers first aid in accordance with acceptable school nursing practices.				
<b>COMMENTS:</b>				
2. <b>PROFESIONAL PRACTICE: The school nurse performs according to professional practice standards and relevant statutes, regulations and policies.</b>	MS	PE	NE	N/A
a. Nursing practice reflects knowledge of current professional practice standards, education and health care laws, regulations and related policies and/or procedures of Willows Unified sites.				
b. Is punctual for scheduled meetings.				
c. Is readily available, easily contacted and responsive.				
d. Maintains daily and weekly schedules and communicates changes in a timely manner to support adequate daily staffing assignments and needs.				
e. Prioritizes, triages, assumes and completes shared responsibilities, as needed, to meet the needs of the District team and students served.				
f. Is adaptable and follows District team practices.				
g. Maintains high standards of ethics, honesty and integrity in all professional matters.				

<b>COMMENTS:</b>							
<b>3. PROFESSIONAL DEVELOPMENT: The school nurse acquires and maintains current knowledge and competency in school nursing practice.</b>				<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. Maintains current RN license and school nurse credential (including Continuing Education requirement), public health certificate, certification as a school audiometrist, authorized version screener and scoliosis examiner.							
b. Assumes responsibility for continuing education/professional development.							
c. Reflects knowledge of current professional practice, laws and regulations.							
d. Maintains CPR certification.							
e. Participates in professional organizations in a membership and/or leadership capacity.							
<b>COMMENTS:</b>							
<b>4. COLLEGIALLY, COLLABORATION AND COMMUNICATION: The school nurse interacts, collaborates and communicates with students, family, staff, community and other providers in delivering student care and sharing relevant resources.</b>				<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. Promotes and maintains positive, professional working relationships with all staff and colleagues to achieve health services goals.							
b. Makes referrals, including provisions for continuity of care.							
c. Communicates effectively, verbally and in writing, with students, families, school staff, community and other providers regarding student care and role of nurses in the provision of health services.							
d. Shares knowledge and skills with nursing and interdisciplinary colleagues.							
e. Serves on community committees or boards as assigned.							
<b>COMMENTS:</b>							
<b>5. PROGRAM MANAGEMENT: The school nurse manages school health services and promotes and maintains the health and well-being of students, families and school personnel by maintaining accurate and complete student health data, accessing and evaluating the health and developmental status of school children, implementing an individual plan for the care of students with health care needs.</b>				<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. Assures student compliance with state legal requirements regarding immunization by maintaining records, referrals and exclusions as necessary.							
b. State reporting done in a timely manner.							
c. Conducts state mandated screenings in district schools including: Vision; Hearing; Color Vision; and Scoliosis.							
d. Maintains (student's) compliance with CHDP physical mandates.							

e.	Collects data and reviews and maintains pertinent individual student medical records and health information on the California Health Cumulative Record and pupil emergency record, emergency card, CSIR-California State Immunization Records, and reports of physical examinations.				
f.	Identifies student health and development needs through health assessments, procedures, programs and parental input for the purpose of developing the student's Health Plan.				
g.	Assists in identification of students with disabilities, interprets health factors pertinent to the student's disability and develops, implements and evaluates the health component of the IEP/504/SST when necessary.				
h.	Refers students with suspected health problems to the appropriate source of health care and follows up as appropriate.				
i.	Consults with District administration to establish, and review health procedures for a comprehensive program.				
j.	Assists in the selection, training, supervision and evaluation of paraprofessionals.				
k.	Provides updated health information for individual education plan (IEP) triennials and as requested or necessary for annual, transition and 30 day IEP's, in a timely manner.				
l.	Serves as an active participant at the IEP team meetings when requested to attend.				
m.	Recommends necessary health-related modifications or accommodations for students with health issues to the supervising program administrator/coordinator and the classroom teacher.				
n.	Serves as a school liaison to community and medical community.				
o.	Provides direct and indirect supervision or direction of health aides and paraprofessionals in meeting the health needs of students.				
<b>COMMENTS:</b>					
<b>6.</b>	<b>HEALTH EDUCATION: The school nurse assists students, family, the school staff and community to achieve optimal levels of wellness through appropriately designed and delivered health education.</b>				
a.	Provides health counseling and/or education to students, parents and teachers as needed.				
b.	Provides consultation to teachers and assists in planning, implementing and evaluating health education.				
c.	Provides instruction for procedures, supervision and management of students' specialized health care procedures and medication administration.				
d.	Provides professional development and consultation to staff on health-related issues (blood borne pathogens, universal precautions, communicable disease, CPR, latex allergy, medication training, confidentiality, food allergies, public health issues, and other health education programs and instruction).				



<b>COMMENTS:</b>	
------------------	--

_____ <b>Evaluator's Signature</b>	_____ <b>Date</b>	_____ <b>Employee's Signature</b>	_____ <b>Date</b>
---------------------------------------	----------------------	--------------------------------------	----------------------

Narrative comments and specific examples:

---

---

---

---

---

---

---

## EVALUATION OF NURSING PERFORMANCE SUMMARY EVALUATION

Nurse's Name \_\_\_\_\_

Date \_\_\_\_\_

### INSTRUCTIONS

1. Commendations and recommendations must include those relative to the standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

---

---

---

---

---

---

---

### OVERALL EVALUATION OF SCHOOL NURSE:

Meets Standards  
Progress Evident  
Progress Not Evident

### SIGNATURES:

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

*This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A signature of this evaluation does not necessarily signify agreement with the evaluation.*

Nurse \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX B-3**  
**WILLOWS UNIFIED SCHOOL DISTRICT**  
**Certificated Counselor FINAL Evaluation Form**

Employee Name _____	Date _____
Site(s) _____	
Evaluation Period _____	
Status of Nurse – Check One: <input type="radio"/> Emergency Permit/Waiver <input type="radio"/> Probationary 1 <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/Exceeds Standards; PE = Progress Evident; NE = Progress Not Evident

1. STANDARD ONE: Plans, Organizes, and Delivers the School Counseling Program	MS	PE	NE	N/A
a. Participates with colleagues to plan, organize and deliver the school counseling program.				
b. Keeps files and information confidential.				
c. Establishes positive working relationships.				
d. Adheres to legal codes and ethical guidelines for professional school counselors.				
COMMENTS:				
2. STANDARD TWO: Implements the Individual Planning Component by Guiding Individuals and Groups of Students and their Parents or Guardians through the Development of Educational Plans.	MS	PE	NE	N/A
a. Monitors and guides student progress related to individually appropriate education plans.				
b. In collaboration with parents or guardians, helps students establish goals, develop and use planning skills.				
c. Assists students with post high school decision making; and personal and social development.				
d. Demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.				
e. Promotes academic success of every student and a positive school climate.				
f. Collaborates with teachers, parents, and the community to promote academic success of students.				
g. May recommend changes to procedures that limit or inhibit academic success.				
COMMENTS:				

<b>3. STANDARD THREE: Provides Responsive Services through the Effective Use of Individual and Small Group Counseling, Consultation and Referral Skills.</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. Properly registers and places new and continuing students.				
b. Develops and implements individual and group counseling services to meet student needs.				
c. Develops rapport and demonstrates a professional, collaborative, and team-oriented approach. Communicates in an appropriate and effective manner.				
d. Consults effectively with parents or guardians, teachers, and administrators.				
e. Demonstrates knowledge of referral resources. Assesses student needs. Consults and collaborates as needed with school personnel and outside agencies.				
f. Demonstrates knowledge of crisis response services and the role of the school counselor as part of the crisis response team.				
g. Participates in conflict resolution conferences.				
h. Consults effectively with parents and guardians, teachers, administrators, and other individuals.				
<b>COMMENTS:</b>				
<b>4. STANDARD FOUR: Provides System Support through Effective School Counseling Program Management and Support for Other Educational Members</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. Participates in system support activities for counseling and other educational programs.				
b. Provides a comprehensive and balanced school counseling program in collaboration with school staff.				
<b>COMMENTS:</b>				
<b>5. STANDARD FIVE: May Implement a School Guidance Curriculum.</b>	<b>MS</b>	<b>PE</b>	<b>NE</b>	<b>N/A</b>
a. When appropriate, delivers school guidance lessons independently and effectively.				
b. Uses a variety of effective instructional strategies in delivering the school guidance curriculum.				
c. Communicates effectively to deliver the school guidance curriculum.				
<b>COMMENTS:</b>				
<b>6. STANDARD SIX: The Professional School Counselor Monitors the Academic Progress of Students on a Regular Basis as They Progress in School</b>				
a. The professional school counselor should be responsible for monitoring every student's academic progress.				

b. Monitors graduation requirements and the educational process of students.				
c. Develops appropriate interventions for students as needed.				
d. Works with the school principal to clarify how state assessments are administered.				
e. Knows how to collect and process data.				
<b>COMMENTS:</b>				

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee's Signature**  
**Date**

\_\_\_\_\_  
**Date**

Narrative comments and specific examples:

---



---



---



---



---



---

## EVALUATION OF COUNSELOR PERFORMANCE SUMMARY EVALUATION

Counselor's Name \_\_\_\_\_

Date \_\_\_\_\_

### INSTRUCTIONS

1. Commendations and recommendations must include those relative to the standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

---

---

---

---

---

---

---

### OVERALL EVALUATION OF SCHOOL COUNSELOR:

Meets Standards  
Progress Evident  
Progress Not Evident

### SIGNATURES:

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

*This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A signature of this evaluation does not necessarily signify agreement with the evaluation.*

Counselor \_\_\_\_\_

Date \_\_\_\_\_

**WILLOWS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHERS  
SALARY SCHEDULE**

**2021-22, 2022-23, 2023-24**

# days 183

STEP	CLASS II BA < 30 semester hours	CLASS III BA + 30 semester hours	CLASS IV BA + 45 OR MASTERS semester hours	CLASS V BA + 60 OR MASTERS +15 semester hours	STEP
1	65,908	67,230	68,574	69,945	1
2	66,568	68,238	69,945	71,695	2
3	67,233	69,262	71,344	73,487	3
4	67,233	70,300	72,771	75,324	4
5	67,233	71,355	74,227	77,206	5
6	67,233	72,425	75,711	79,137	6
7	67,233	73,512	77,226	81,115	7
8	67,233	74,614	78,770	83,143	8
9	67,233	75,734	80,345	85,222	9
10	67,233	76,870	81,953	87,352	10
11	67,233	76,870	83,592	89,536	11
12	67,233	76,870	85,263	91,774	12
13	67,233	76,870	86,968	94,069	13
14	67,233	76,870	88,708	96,420	14
15	67,233	76,870	90,482	98,831	15
16	67,233	76,870	90,482	101,302	16
17	67,233	76,870	90,482	103,835	17
18	67,233	76,870	90,482	106,430	18
19	67,233	76,870	90,482	109,090	19
20	67,233	76,870	90,482	111,818	20

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

Master's Degree = \$ 1000 additional

Doctorate Degree = \$1000 additional

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.

Interns and non-credentialed teachers will be placed at 80% of Col II Step 1 until completion of their credential.

Note:	Description of Change to Schedule	Board Approved
1	2014-15: Squared Salary Schedule	6/11/2015
2	2015-16: Salary Schedule	6/11/2015
3	2016-17: Salary Schedule	6/11/2015
4	2017-18: Salary Schedule, Board Approved: 6-21-2018	6/21/2018
5	2021-22: Increase of 7.146% and 2 additional work days to each cell	8/5/2021

**WILLOWS UNIFIED SCHOOL DISTRICT  
HIGH SCHOOL COUNSELOR  
SALARY SCHEDULE**

**2021-22, 2022-23, 2023-24**

DAYS / YR: 201				
STEP	CLASS I BA + 30 semester hours	CLASS II BA + 45 OR MASTERS semester hours	CLASS III BA + 60 OR MASTERS +15 semester hours	STEP
1	76,058	77,578	79,130	1
2	77,199	79,130	81,109	2
3	78,357	80,713	83,136	3
4	79,531	82,327	85,215	4
5	80,725	83,974	87,344	5
6	81,936	85,653	89,528	6
7	83,165	87,366	91,766	7
8	84,412	89,113	94,061	8
9	85,679	90,895	96,412	9
10	86,964	92,715	98,823	10
11	86,964	94,568	101,293	11
12	86,964	96,459	103,825	12
13	86,964	98,389	106,422	13
14	86,964	100,356	109,081	14
15	86,964	102,363	111,808	15
16	86,964	102,363	114,605	16
17	86,964	102,363	117,469	17
18	86,964	102,363	120,405	18
19	86,964	102,363	123,415	19
20	86,964	102,363	126,501	20

Master's Degree = \$1000 additional

Doctorate Degree = \$1000 additional

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.

Note:	Description of Change to Schedule	Board Approved
1	2020-21: High School Counselor Salary Schedule Implemented 7/1/2020	1/7/2021
2	2021-22: Increase of 7.146% and 2 additional work days to each cell	8/5/2021



**WILLOWS UNIFIED SCHOOL DISTRICT  
DISTRICT NURSE  
SALARY SCHEDULE**

**2021-22, 2022-23, 2023-24**

DAYS / YR: 183					
STEP	CLASS I BA < 30 semester hours	CLASS II BA + 30 semester hours	CLASS III BA + 45 OR MASTERS semester hours	CLASS IV BA + 60 OR MASTERS +15 semester hours	STEP
1	67,885	69,247	70,631	72,044	1
2	68,565	70,286	72,044	73,845	2
3	69,250	71,340	73,485	75,691	3
4	69,250	72,409	74,955	77,584	4
5	69,250	73,495	76,454	79,523	5
6	69,250	74,597	77,982	81,512	6
7	69,250	75,717	79,542	83,548	7
8	69,250	76,853	81,133	85,638	8
9	69,250	78,006	82,755	87,779	9
10	69,250	79,176	84,412	89,972	10
11	69,250	79,176	86,100	92,222	11
12	69,250	79,176	87,821	94,528	12
13	69,250	79,176	89,577	96,891	13
14	69,250	79,176	91,370	99,313	14
15	69,250	79,176	93,196	101,795	15
16	69,250	79,176	93,196	104,341	16
17	69,250	79,176	93,196	106,950	17
18	69,250	79,176	93,196	109,623	18
19	69,250	79,176	93,196	112,363	19
20	69,250	79,176	93,196	115,172	20

Master's Degree = \$ 1000 additional

Doctorate Degree = \$1000 additional

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.

Note:	Description of Change to Schedule	Board Approved
1	2020-21: District Nurse Salary Schedule Implemented 7/1/2020	1/7/2021
2	2021-22: Increase of 7.146% and 2 additional work days to each cell	8/5/2021