

AGREEMENT
between the
WILLIAMS UNIFIED SCHOOL DISTRICT
and the
WILLIAMS TEACHERS ASSOCIATION

July 1, 2022 to June 30, 2025

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ARTICLE I: AGREEMENT AND RECOGNITION

- A. The articles and provisions contained within this Agreement constitute a bilateral and binding Agreement by and between the Governing Board of the Williams Unified School District ("District") and the Williams Teachers Association ("Association") entered into pursuant to Government Code section 3540 et al. (Rodda Act).
- B. Terms and Reopeners:
 - 1. The Agreement that shall remain in effect from ratification through June 30, 2025. Thereafter, it shall continue until the new contract is reached or until the completion of the statutory impasse procedures.
 - 2. There shall not be any reopeners for 2022-23.
 - 3. Negotiations for reopener years of 2023-2024 and 2024-2025 will be Article II: Salaries, Article III: Fringe Benefits and up to two articles or topics of bargaining by each party. Negotiations will begin with the parties presenting their initial proposals to the School Board of Trustees by October 31 of each school year for the following contract year. At that time, the parties shall agree upon not less than three dates between November 1 and March 1 for negotiations sessions.
- C. The District confirms its recognition of the Williams Teachers Association, affiliated with the California Teachers Association - National Education Association as the exclusive representative. Excluded are certificated employees who are management and substitutes.
- D. None of the benefits in this Contract are vested and any and all terms and conditions of employment are subject to change, including additions, deletions or amendment, during the employee's employment, provided, however, there shall be no unilateral change during the term of this Agreement.

ARTICLE II: SALARIES

- A. Salary Schedule
 - 1. Beginning effective July 1, 2023, the 2023-24 Certificated salary schedule shall be increased by 7.5%.

Beginning effective July 1, 2023, the 2023-2024 Counselors salary schedule shall be increased by 7.5%.

Beginning effective July 1, 2023, the 2023-2024 Ag Teachers salary schedule shall be increased by 7.5%.
 - 2. Add: B/CLAD in Dual Immersion (Spanish Language Instruction): \$2,000 and B/CLAD (English Language Instruction): \$1,000 to bottom of salary schedule.
 - 3. Provide a one-time off schedule payment to all unit members who are employed as of August 3, 2023 equal to \$1,500 per 1.0 FTE, pro-rated for all unit members that are less than a 1.0 FTE.

B. Extra Duty Pay Schedule

1. The teacher Extra Duty Stipend Schedule shall be as indicated in Appendix B-1.
2. Beginning effective July 1, 2023, the new 2023-2024 Extra Duty Stipend Schedule, Appendix B-1 shall be implemented using the restructured salary schedule base of \$60,486.

C. Payroll Errors

Any salary payment by the District or its payroll processor resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued, as soon as practicable after the payroll department receives notices of same and verifies that such error did occur. Any salary payment error resulting in an overpayment to an employee shall be corrected by the District by deduction of the overpayment from the next paycheck(s) (after discovery of the overpayment) in the amount not to exceed twenty percent (20%) of the overpayment until full recovery of the overpayment.

D. Mileage Expense

Commencing the day the Governing Board ratifies this Agreement, the District will reimburse an employee at the current IRS rate for any approved use of his/her vehicle for District activities.

ARTICLE III: FRINGE BENEFITS

- A. Each eligible employee in the bargaining unit shall be entitled to receive benefits provided by CVT and Kaiser Health Plans in Appendix C-1 and C-2.

B. District Contributions to Health Benefits

Effective July 1, 2023, the District shall contribute \$935 per month per full-time unit member towards the actual cost of health benefits, or \$11,220 annually. This amount shall constitute the District's maximum monthly obligation ("CAP") until negotiated otherwise.

- C. In the event the monthly cost of a bargaining unit employee choice of benefit plans exceeds the District's monthly cap, the District is authorized to make whatever payroll deduction that may be necessary in order to maintain benefit coverage for such employee.

D. Part-Time Employees

Part-time unit members may participate in the District group medical, vision, dental, and life insurance plans. Participation shall be subject to the following:

- a. Part-time teachers will have their District paid benefits pro-rated based on the ratio of the employee's contractual services to 1.0 FTE, excluding preparation periods.

- b. When applicable, participation shall be subject to the rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

E. Early Retirement Option

1. Teachers employed prior to July 1, 2014, with fifteen (15) or more years of service in the District, upon reaching their fifty-fifth (55) birthday, will be provided District paid health insurance, as set forth in Section A above, upon retirement and until their sixty-fifth (65) birthday except that the insurance shall be for the employee only.
2. For teachers employed on or after July 1, 2014, employees with twenty (20) or more years of service in the District upon reaching their 58th birthday, will be provided with District paid health insurance, as set forth in Section A-1, upon retirement from the District until their 65th birthday, except that the insurance shall be for the employee only.
3. These provisions are subject to change and will not become a vested right at the time of employment or any time during employment, and benefits (if any) will be based on contractual provisions in effect at the time of early retirement.

ARTICLE IV: HOURS AND LENGTH OF WORK DAYS

- A. The work year for teachers is 185 days that includes: 180 instructional Days, 1 Teacher Work Day in August, 1 Teacher Work Day in June and 3 Professional Development Days. Ag teachers work an additional 27 days for a total work year of 212 days. The work day for all teachers shall be 7.5 hours which includes a 30-minute duty free lunch. A teacher's hourly rate of pay shall be based on the employee's daily rate of pay divided by 7 hours. The work year⁴ for counselor is 195 days. The work day for counselors shall be 8.5 hours which includes a 30 minute duty free lunch. A counselor's hourly rate of pay shall be based on the counselor's daily rate of pay divided by 8 hours. It is recognized that the employees' duties and responsibilities continue beyond the school day. Examples of duties for which employees may be responsible include but are not limited to the following:
1. Club Advisor
 2. Student Supervision, such as Field Trips, up to three (3) at-home athletic events and/or dances of the employee's school.
 3. Professional Development (as delineated in section B)
 4. Faculty Meeting
 5. Parent Conferences
 6. Open House/Back to School Night

7. Graduation
8. Special Occasion Programs

The school principal will make every effort to distribute the above activities equally.

B. Early Release Mondays and Professional Development

1. Every Monday will be an early release day. Commencing at 2:30 pm, with the purpose of improving organizational leadership, instructional leadership, and teaching and learning, the following will occur:

- a. every other week will be District/Site directed (Professional Development or District-wide topics), not less than one (1) hour, and not lasting past 4:00 pm;
- b. the intervening weeks will alternate between teacher choice (in which necessary meeting topics/use of time for collaboration will be determined by the teachers), and grade level content collaboration, lasting as long as the teacher or grade level coordinator feel necessary to accomplish the necessary tasks;
- c. at the Elementary Level the week trimester grades are due will always be a teacher choice schedule to work on grading and entering grades;
- d. the District and Site Administrators will not schedule mandatory trainings or non-emergency meeting extending beyond the end of the instructional day on any other day of the week, other than Professional Development that is delineated in number two (2) below:
- e. on collaboration days, referenced in B.1.b above, the grade level/content/PLC lead will submit agendas to the site administrator in advance, and on the following day, a summary of what was discussed and who was present at the meetings; and
- f. early release Mondays will be evaluated by all staff and administration in Spring of each year, to make improvements for the following year.

2. When the District offers additional Professional Development (PD) on a day other than Monday, or one (1) of the three (3) calendared days referenced in section A.3 above;

- a. the District will make every effort to conclude the PD by the end of the instructional day;
- b. if the PD extends beyond the work day, unit members will be compensated minute for minute at their hourly rate of pay; and
- c. unit members will be given no less than two week's advance notice of the PD sessions.

3. All certificated employees shall be encouraged and assisted by the Board and Superintendent in pursuing professional development education and classroom visitations to the extent that they may be allowed such time during the school year to attend conferences, visitations and meetings to improve their teaching abilities.

C. **Duties and Responsibilities**

Prior to leaving the campus at the end of the workday, the bargaining unit employee shall fulfill his/her professional duties and responsibilities. It is understood that this includes meeting with parents and/or students after school whenever a request for such a meeting is made, or if a prior commitment has been made, arranging with the parent/student prior to leaving campus to meet at another time. For purposes of insuring that last-minute communications are conveyed and received, the District agrees to place communication in the employee's box in the school office and the employee agrees to check the box after the last class prior to leaving campus at the end of the day or to arrange with the office staff for delivery of such late messages elsewhere.

D. **Substituting**

The use of preparation periods for substituting, and separating classes without substitutes, shall be discouraged. However, employees may be called upon during their preparation period to assist or provide coverage for emergency situations, student conferences, and parent conferences. However, the use of preparation periods for substituting shall be discouraged. Teachers may be requested, but are not obligated (unless all other options have been exhausted), to take on additional students from a classroom without a substitute teacher, or to substitute during prep times in their work day. The following provisions shall be followed when a unit member substitutes:

1. Employees who substitute in classes for another teacher during preparatory time on Mondays shall be compensated for .5 hours per day at the teacher's hourly rate of pay for periods 1, 4, 5 and 8 or the teacher can choose to receive compensation time. Employees shall be compensated for .75 hours per day at the teacher's hourly rate of pay for periods 2,3,6, and 7 or the teacher can choose to receive compensation time. Employees who substitute in classes for another teacher during preparatory time on Tuesdays, Wednesdays, Thursdays and Fridays shall be compensated for 1.5 hours per day at the teacher's hourly rate of pay, or the teacher can choose to receive compensation time.

2. A unit member who teaches TK-6 shall absorb students from a classroom without a substitute teacher. The District shall make every effort to place students equitably, based on classroom enrollment and teacher input, in absorbed classrooms of the same grade level, or the grade level immediately above or below. The unit member will be paid 2.5 hours per day at the teacher's hourly rate of pay, or the teacher can choose to receive compensation time of 2.5 hours per day.

3.

E. **Compensation Time**

The right to receive compensation time only applies to teachers with an assigned class. Accumulation in a year for compensation time shall not exceed 28 hours or 4 days. Carryover of compensation time from year to year shall not exceed 7 days, and any time remaining over 7 days will be cashed out each June 30th.

F. **High School Preparation Period**

1. Full-time High School teachers shall have not more than thirty-five (35) teaching and preparation periods per week, five (5) of which will be set aside exclusively for preparation, planning and conferencing.
2. Employees who have agreed to teach an additional class in lieu of a preparation period shall be compensated based on the teacher's placement on the Certificated Schedule w/CLAD salary schedule at a rate of 16.67% (1/6th) of the teacher's annual base salary placement.

G. **High School Block Schedule**

The current Memorandum of Understanding regarding Block Schedule shall remain applicable and be followed through the current Contract term.

H. **Class Advisors**

1. Class Advisor vacancy notice shall be posted for at least ten (10) business days or greater beyond the posting date of the vacancy.
2. When the Class Advisor vacancies are not filled after seeking volunteers through posting of the vacancy notice, the District shall establish a teacher rotation list and assign a teacher to the vacancy for the year. Once a teacher has been assigned to a Class Advisor vacancy the teacher shall not be assigned to the class advisor vacancy again until all teachers on the teacher rotation list have been assigned to be a Class Advisor.

ARTICLE V: LEAVE POLICIES

A. **General Provisions**

1. In other than emergency situations, the employee must enter the leave request in the Frontline absence software prior to such leave. The site administrator shall either approve or deny the request in the Frontline absence software. For all leaves that require Superintendent or Board action the site administrator shall then submit the request to the Superintendent for approval, denial or Board action.

The leave will not be deemed granted until the employee receives the approval notification emailed to them from the Frontline absence software program. The absence request should be submitted in a time frame sufficient to allow completion of the above steps.

2. In emergency situations, including, but not limited to, Section B and Section 1-3, and when the employee is unable to notify the District in advance of the leave, the employee must contact the

person at the employee's site who is responsible for scheduling substitutes as soon as possible (i.e., prior to the start of school) to notify the District of the employee's absence and expected date of return. The person contacted will enter the absence request in the Frontline absence software program.

3. The employee entering the absence in the Frontline absence software program shall constitute the employee's verification that the leave was used for the reason.
4. The Superintendent may require such additional forms of proof as he/she deems appropriate in order to determine the validity of any claim for personal necessity leave.

B. Sick Leave

1. The District shall provide for a compensated leave of absence from duty to any certificated employee who is compelled to be absent from duty because of accident, illness or quarantine.
2. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year. Certificated part-time employees shall be entitled to that portion of the ten (10) days leave as is the ratio of their part-time employment to full-time employment. (Example: An employee who teaches two (2) periods a day, when a full time employee in a comparable position teaches seven (7) periods per day, would be entitled to $\frac{2}{7}$ of ten (10) days annual leave).
3. Sick leave shall be credited annually and unused sick leave will accrue from year to year. Those employees utilizing two or fewer sick days will accrue one additional day each school year.
4. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of his/her employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively. Certificated employees shall be afforded the rights of Education Code 44977.
5. a. The Superintendent may require proof of illness, including written verification of illness from the employee's physician, whenever the employee is absent on sick leave for two (2) or more consecutive workdays or whenever the Superintendent has reasonable cause to suspect, based upon a pattern of absenteeism or other indication casting doubt upon the cause for the absence, that sick leave is

being improperly utilized. Failure to submit to the physician's verification shall render the absence unauthorized and may be cause for appropriate disciplinary action.

- b. Whenever the Superintendent determines that it is necessary to ascertain whether an employee's physical or mental condition is such that he/she should not be working, he/she may require the employee to be examined by a licensed physician chosen by the District, at District's expense, in order to verify the physical or mental condition of the employee. The District-appointed physician shall consult with the employee's physician regarding the result of the examination and his/her determination whether or not the employee is suffering from physical or mental illness or disability to such a degree as to render the employee unfit for active employment. This authority may be utilized only to determine whether the employee is suffering from physical or mental illness or disability to such a degree as to render him/her unfit for active employment. During any such examination, if the employee was in active employment at the time the examination was directed, the employee shall be deemed in paid status and no leave credits shall be docked.

C. Maternity Leave

1. Employees are entitled to use sick leave as set forth for disabilities caused, contributed to by pregnancy, miscarriage, childbirth and recovery therefrom in the same terms and conditions governing leave of absence for other illness or medical disability. Such leave 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 to be resumed, shall be determined by the employee and the employee's physician and upon District request, a written statement confirming these dates will be signed by the employee's physician and forwarded to the District Office.
2. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time leave commenced.
3. All regulations of the State of California Pregnancy Leave guidelines shall be adhered to.

D. Leave Without Pay for Child Rearing and/or Care of a Sick Child/Parent/Spouse/Self

1. At employee's request, leave without pay may be granted to bond with an adopted, foster or newborn child, or to care for the employee's parent, spouse, child, or self with a serious health condition.

2. Notice shall be given no less than thirty (30) working days prior to the date on which leave is to begin or as soon as practicable. Such request shall be in writing and shall include a statement as to the date the employee wishes to begin and end of the leave.
3. The determination as to the date on which the leave is to begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
4. The duration of the leave shall not exceed a period of up to one (1) year, except that the District retains the option to delay the employee's return until the end of the semester to provide for educational continuity.
5. An employee may continue in the District group health and accident plan by paying the premiums during the period of leave.
6. All regulations of the State of California Family Rights Act shall be adhered to.

E. Bereavement Leave

1. Employees will be provided with absence for bereavement leave with full pay on account of death of any member of employee's immediate family.
2. The District reserves the right to specify the manner of proof of bereavement leave.
3. For purposes of policy, "immediate family" means: "mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister, stepbrother or stepsister of the employee or any person living in the immediate household of the employee."

Other cases will be determined on an individual basis by the Superintendent.

4. The total number of days for bereavement leave shall not exceed five (5) days.

F. Industrial Accident Leave

1. Employees will be entitled to industrial accident leave for a personal injury which has been qualified for workmen's compensation under the provision of the State Compensation Insurance Fund.
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 employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

3. As a condition of receiving full salary while on industrial accident leave, the employee shall endorse over to the District any wage lost benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary had there been no industrial accident.

G. Jury Duty

1. Leave for jury duty shall be granted with full pay if the following condition is met: The employee endorses over to the District all fees, except travel reimbursement, received by the employee for jury services.

H. Other Leave Without Pay

1. Upon recommendation of the Superintendent and approval by the District, leave without compensation, increment, or tenure credit may be granted for a period of one (1) school year for the following purposes: government services, care for a member of the family who is ill, long-term professional study or research.
2. The employee on leave without compensation may continue the group health insurance plan offered by the District by paying the premiums to the District Office in advance, such that no cost for such coverage will be incurred by the District.
3. The applications for and granting of such leave of absence will be in writing. In addition, an employee on such leave shall notify the Superintendent by March 1 as to an intent to return to employment in the District the following school year. Failure to so notify will be considered a notice of resignation.
4. The last date to apply for a leave of absence for the following school year is May 1. This date may be waived by the Superintendent.
5. For reasons of compelling personal importance, the District may grant short-term personal leave without pay. "Compelling personal importance" shall not include extending holidays or vacations, or outside employment, but may include weddings or graduation.

I. Personal Necessity Leave

1. The District shall provide for an employee's absence for personal necessity of up to eight (8) days while charging such absence to sick leave for the following reasons: (a) death or serious illness of a member of the employee's immediate family; (b) an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family. Under no circumstances shall this leave be available for purposes

of outside employment, personal convenience, or for the extension of a holiday or vacation period, concerted activities, recreation activities, or for matters which can be taken care of outside the work hours.

2. The total number of days used for personal necessity ("no tell") leave in any school year may not exceed eight (8) days.
3. The employee must enter the absence in the Frontline absence software program. When requesting the personal necessity leave the employee is verifying the personal necessity leave meets the criteria of Article IV, Section I., No. 1 of this Contract. When entering the absence request in the Frontline absence software program, the employee has the right to not tell the personal nature of the "no tell" personal necessity day to the District.

J. General Leave

Provided the District may grant a teacher a leave subject to whatever conditions that are mutually agreeable between the parties.

K. Catastrophic Leave

Eligible employees are permitted time off from work for catastrophic illness or injury as described in Board policy.

Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which 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 work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

ARTICLE VI: PROFESSIONAL DUES AND VOLUNTARY PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the member each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- B. With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

- C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- D. Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for plans or programs jointly approved by the Association and the District.
- E. The District shall be held harmless for any errors made in the collection and payment of payroll monies under this provision, except to correct any errors.

ARTICLE VII: PROCEDURES FOR EVALUATION OF EMPLOYEES
(See Appendix "D1 and D2" Form)

- A. Specific uses of evaluation are to improve employee effectiveness:
 - 1. By identifying those skills and abilities which contribute to the success of the educational program; and by redirecting or strengthening those skills and abilities which are not resulting in the optimum growth of pupils or professional staff.
- B. Probationary employees shall be formally evaluated at least twice each school year, once prior to December 30 and once prior to March 15.

Permanent employees of the District shall be evaluated every other year.

Permanent employees shall be evaluated every five years provided they have been employees with the District for a minimum of ten years, and are identified as "highly qualified teachers."

An informal process will be utilized to provide support for an employee on the five (5) year evaluation cycle to meet professional teaching standards. The employee may be formally evaluated in the succeeding school years based on a written summary of the informal process with specific areas of improvements.

The Association agrees to have observations based on certificated evaluation form criteria guidelines contained in Appendix D1 or counseling evaluation form criteria guidelines contained in Appendix D2 depending on the applicable position, which are presented at least ten (10) days prior to the observation.

There shall be no formal observations during the first three (3) weeks of school.

- C. Employees to be evaluated in a given year shall be furnished with a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.

D. Employee competency shall be assessed as it reasonably relates to:
Teachers:

1. The progress of students toward established standards of expected student achievement at each grade level in each area of study;
2. Instructional techniques and strategies used by the employee;
3. Employee addressing content in curricular guides;
4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities; and
5. The fulfillment of the employee's professional responsibilities as set forth in Article IV.

Counselors:

1. Engage, advocate for, and support all students in learning.
2. Plan, implement, and evaluate programs to promote academic, career, personal and social development of all students.
3. Utilize multiple sources of information to monitor and improve student behavior and achievement.
4. Collaborate and coordinate with school and community resources.
5. Promote and maintain a safe learning environment for all students.

E. Every teacher to be evaluated shall present to his/her evaluator lesson plans that align District subject, grade, and course content with instructional goals, objectives, and standards for evaluator review prior to the evaluation. The evaluator will make all clarification suggestions in writing to the evaluatee (for all previously scheduled observations) before the classroom observation occurs.

Every counselor to be evaluated shall present to his/her evaluator written goals (2 – 3) that align with the CSSCP standard(s) to be observed and discussed, including the data and artifacts to be collected for those specific goals prior to the evaluation. The evaluator will make all clarification suggestions in writing to the evaluatee (for all previously scheduled observations) before the observation/ discussion occurs.

F. Formal Classroom observations shall last at least twenty (20) minutes and shall be no more than four (4) prior to the completion of the evaluation. Employees

shall be notified two (2) or more days prior to the completion of the evaluation. Employees shall be notified two (2) or more days prior to the occurrence of the formal observation. The formal observation shall include notes and feedback on a specific lesson (as opposed to a formal Evaluation which includes all of the information) for each area of the form attached hereto as Appendix "D1." All formal observations shall be followed by a conference with written feedback within five (5) work days, and both the teacher and observer shall sign the written feedback within five (5) work days, and both the teacher and observer shall sign the written feedback form acknowledging that the formal observation in fact occurred. This form shall be added to Appendix "D1."

Formal counselor observations/discussions shall last at least thirty(30) minutes and shall be no more than three (3) prior to the completion of the evaluation. Employees shall meet with his/her evaluator to plan, discuss and update goals a minimum of three (3) times per year (fall, winter, and spring). The final meeting shall include notes and feedback on a specific area (as opposed to a formal Evaluation which includes all of the information) for each area of the form attached hereto as Appendix "D2." All formal observations shall be followed by a conference with written feedback within five (5) work days, and both the counselor and observer shall sign the written feedback within five (5) work days, and both the counselor and observer shall sign the written feedback form acknowledging that the formal observation in fact occurred. This form shall be added to Appendix "D2."

G. The evaluator shall complete and file a Summary Evaluation Report, Appendix D1 or D2, with supporting statements, in the employee personnel file. A copy of this written statement shall be given to the evaluatee no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the District's Governing Board. Before the last school day scheduled on the school calendar adopted by the District's Governing Board for the school year, a meeting shall be held between the evaluatee and the evaluator to discuss the evaluation. The completed Summary Evaluation Report, Appendix D, shall not be placed in the personnel file of the employee until the evaluator and the employee have had an opportunity to meet for the purpose of discussing the completed form.

H. The content of an employee evaluation may include any observation or verifiable fact, but shall not include publishers' norms established by standardized tests, or comment about the lifestyle of the evaluatee.

I. Within ten (10) calendar days of receiving a completed Summary Evaluation Report, Appendix D1 or D2, the evaluatee shall have the right to submit a written response. Such a response will be filed as an attachment to the Summary Evaluation Report in the employee's personnel file.

J. If the evaluator finds that the evaluatee's performance fails to meet District standards, the evaluation shall describe these rating(s) and shall include recommendations for improvement. The evaluator and evaluatee shall meet to develop a plan with timelines to correct all areas in the evaluation that indicate a fails to meet District standards rating. The evaluator shall endeavor to assist the

evaluatee in correcting all such ratings, accessing resources, and directing the employee regarding the instructional objectives of the District and pupil achievement. A record of all such conferences shall be prepared by the evaluator.

K. Upon completion of the plan specified in paragraph J., an additional evaluation will be made. A summary of this evaluation shall be attached to the original evaluation and placed in the personnel file.

L. Any permanent employee whose previous evaluation rating was overall fails to meet District standards shall receive an evaluation annually until the employee achieves a positive evaluation or is separated from District employment.

ARTICLE VIII: CLASS SIZE

- A. Kindergarten through 3rd grades shall have a class size not to exceed twenty-four (24) students.
- B. The class size limitations contained in this Article shall have no application until after the first fifteen (15) school days of the school year. The District-wide average class size for grades four (4) through twelve (12), in core subject classrooms, is twenty-nine (29) students, and shall not exceed thirty-two (32) students. If enrollment exceeds thirty-two (32) students, the site administrator shall, after consultation with the teacher, reassign students where possible, or provide other mutually-agreed upon assistance to the teacher.
- C. Physical Education classes in grades seven (7) through twelve (12) will have an average of thirty-eight (38) students, and shall not exceed forty (40) students. If enrollment exceeds forty (40) students, the site administrator shall, after consultation with the teacher, reassign students where possible, or provide other mutually-agreed upon assistance to the teacher.
- D. The above District-Wide average class size limitations do not apply to traditionally larger classes, including by way of illustration and not limitation, Physical Education, Band, Chorus, Drama and Art.

ARTICLE IX: TEACHER SAFETY

- A. In order to provide for teacher safety, the Board shall present a written copy of the District policy for student discipline, including the rights of suspended students.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate administrator who shall take appropriate action to provide for teacher safety.
- C. Each employee may report in writing any unsafe physical conditions in his or her working environment to his or her administrator. The employee shall receive a written response within ten (10) work days stating what will be done to make the condition safe or, if no action will

be taken, the reason why.

ARTICLE X: GRIEVANCE PROCEDURES

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

B. Definitions

1. Grievance:

A dispute that may arise involving the interpretation, application or violation of the terms of this Agreement.

2. Grievant:

May be an employee or employees of the District covered by terms of this Agreement.

3. Day:

Any day in which the central administrative office of the Williams Unified School District is open for business.

4. Immediate Supervisor:

The lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

C. Procedure

1. Level One:

A grievant will first discuss the grievance with the appropriate principal or immediate administrator either directly or with another employee of the District with the objective of resolving the matter informally.

2. Level Two:

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, within five (5) days after the alleged violation of the contract giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate administrator.

b. This statement will include the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

c. The supervisor shall communicate this decision to the employee in writing within five (5) days after receiving the grievance. If the supervisor does respond within the time limits, the grievant may appeal to the next level.

d. Within the above time, either party may request a personal conference.

3. Level Three:

a. In the event the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision in writing to the Superintendent within five (5) days.

b. This statement should include a copy of the original grievance, the decision rendered, if any, and a reason for the appeal.

c. The Superintendent shall communicate his/her decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

4. Level Four:

If the grievant is not satisfied with the decision at Level Three, he/she may within five (5) days, appeal the decision in writing to the Board of Trustees by filing said appeal with the Superintendent. Upon receipt of the appeal, the Superintendent or his/her designee shall prepare, within ten (10) working days, a full report for the board of Trustees and present the report at the next scheduled Board meeting. This report shall include the statement of the grievant and other pertinent material. The grievant shall be given a copy of said report. Any misstatement of fact in the Superintendent's report noted by the grievant should be reported to the Superintendent for correction. The grievant may be present when the Superintendent makes his/her report. At the next regularly scheduled Board meeting, the Board will render a decision. The grievant may be present when the decision is rendered. The decision of the Board will be final.

ARTICLE XI: VACANCY, REASSIGNMENT AND/OR TRANSFER

A. Vacancy

A vacancy is any position that does not have a unit member assigned. This includes any vacated, promotional or newly created position; including those created by reconfiguration or restructuring for any program being offered by the District.

1. Upon knowledge of vacancies, the District will post on-line, email to all certificated bargaining unit members, and deliver to work sites a list of all

vacancies which occur during the work year. The posting will include the following:

- A closing date which is at least ten (10) business days or greater beyond the posting date of the vacancy.
 - A job description for the vacancy.
2. No assignment to fill the vacancy shall be made until ten (10) business days after the posting date of the vacancy.
 3. The District shall notify all unit members by District email of any posted opening which may arise during the summer recess. A unit member may request that email go to their personal email address providing the District with their personal email address by the last day of school.

B. Notification of Assignment

Assignment is the grade level or content area that the certificated employee will be teaching.

1. Notification shall be given in writing no later than 10 business days prior to the end of the current school year.
2. Notifications shall include the specific position (grade level, subject area, etc.) in which the unit member will be assigned.
3. A unit member may agree to an assignment outside of the unit member's credential authorization, providing that the District shall secure all the necessary waivers and emergency credentials.
4. If the assignment is outside the unit member's credentialed area and all other viable options have been exhausted by the District, the unit member may be assigned by site administration/district. If this was involuntary, the unit member would be afforded the provisions in sections D and E of this Article, if and to the extent applicable.
5. Prior to March 15, a unit member may inform administration of their intent to withdraw from their current assignment for the upcoming school year.

C. Voluntary Transfer/Reassignment

A transfer is the movement from site to site. A reassignment is the movement of a unit member from one grade level to another grade level or content area to content area.

1. If two (2) or more unit members with the appropriate credentials apply for the vacancy, the District shall consider the following in order:

- a. Number of years of teaching experience at the grade level, or in the subject area, of the desired position;
 - b. Elementary or secondary grade level groupings for teaching experience to be considered;
 - c. District / Site administrator discretion.
2. A transfer shall not be denied arbitrarily, capriciously or without basis in fact.
3. If a unit member's request for a voluntary transfer/reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial.
4. The District shall provide assistance in moving of district owned furniture or materials upon a transfer/reassignment, and any classroom materials the unit member has boxed up for the move.

D. Involuntary Transfer/Reassignment

1. An involuntary transfer/reassignment is a change in teaching assignment or a transfer to another site or teaching assignment within the district in which the teacher is not volunteering.
2. The District shall seek a qualified volunteer, and if one is available there will not be an involuntary transfer/reassignment.
3. An involuntary transfer or reassignment may be made when a vacancy exists under the following circumstances, by way of example but not limited to:
 - a. Changes in pupil enrollment (only when attempts to encourage a voluntary transfer or reassignment are unsuccessful);
 - b. Elimination or reduction of funding;
 - c. If necessary, to avoid assignment in violation of credential authorization;
 - d. Elimination or reduction of classes in special programs or areas.
4. Before initiating an administrative transfer/reassignment, the unit member shall be advised through a personal interview with the Administrator and shall receive a statement of reasons in writing.
5. The unit member being involuntarily transferred/reassigned shall be given consideration for any subsequent vacancy prior to consideration of voluntary transfer/reassignment requests if one (1) or more vacancies exist, if the unit member requests such consideration.
6. The District will seek volunteers for all vacancies. District will utilize its best

efforts to avoid involuntary transfer/reassignment of any unit member two years in a row.

E. Preparation

Unit members who are transferred/reassigned with a new classroom assignment shall be provided up to three (3) days of paid preparation time prior to the effective date of the transfer/reassignment.

ARTICLE XII: STATUTORY CHANGES

- A. If any provision(s) of this Agreement is held to be contrary to California State or Federal law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provision(s) will continue in full force and effect.
- B. Reduction or elimination of teacher benefits created by statutory changes shall obligate the parties to meet within sixty (60) days to negotiate the provision(s) affected. All other provision(s) will continue in full force and effect.

ARTICLE XIII: DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law, except as specified in this Agreement.
- B. The exercise of the foregoing powers, rights, duties, adoption of policies, rules, and regulations shall be limited only by the terms of this Agreement.

Both parties hereby ratify the foregoing Agreement.

Dated: _____	Dated: _____
FOR THE WILLIAMS UNIFIED SCHOOL DISTRICT	FOR THE WILLIAMS TEACHERS ASSOCIATION
By: Sandra Ayón, Ed.D., Superintendent	By: Tony Hermann, President