

**MEMORANDUM OF CLARIFICATION**  
**between the**  
**WILLOWS UNIFIED SCHOOL DISTRICT**  
**and the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**and its Willows Chapter #119**

**(Tentative Agreement of April 23, 2015)**

The Willows Unified School District (“District”) and the California School Employees Association, and its Willows Chapter #119 (“Association” or “CSEA”) entered into a Tentative Agreement on April 23, 2015. The District and the Association wish to clarify the terms of the Tentative Agreement as shown below.

- Article 13: Leaves

Section 13.6 shall be revised as follows:

13.6 Entitlement to Other Sick Leave: Whenever an employee is absent from duty on account of his/her own illness or injury for a period of time in excess of the sick leave to which he/she is entitled, he/she shall be allowed, for a period of time not to exceed 100 working days, the difference, if any, between his/her salary and that which shall actually have been paid a substitute employee employed to fill his/her position during his/her absence. The 100 day period of differential time shall run concurrently with accumulated sick leave which is paid at full pay. The employee has the right to exhaust all accrued leaves (i.e. vacation, compensatory time) prior to use of “Other Sick Leave”.

- See Exhibit A to this MOU for a revised Classified Employee Evaluation form. This exhibit is Attachment B to the collective bargaining agreement.

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Willows Chapter #119

By: Karen Hanson

Date: 4-30-15

FOR THE WILLOWS UNIFIED  
SCHOOL DISTRICT

By: Mark Law

Date: 4/30/15

**TENTATIVE AGREEMENT BETWEEN**  
**The Willows Unified School District and CSEA Unit #119**

**Article 5.3:** Distribution of Contract: REPLACE SECTION WITH: Within thirty (30) days after the execution of this Contract, the District shall provide a hard copy to the President of the unit and place the fully executed CBA on the district website.

**Article 7.4:** Hours and Overtime: SECTION TO READ: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee with the greatest bargaining unit seniority, within that class or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

**Article 9.6.1:** Professional growth: ADD: 9 units = \$500.00 / year.

**Article 9.6.2:** SECTION TO READ: In successive years, the award will be paid in equal monthly allocations.

**Article 10.3:** DISTRICT CONTRIBUTION: Effective July 1, 2015 the required District annual contribution for the plans set forth in Paragraphs 10.1.1, 10.1.2, 10.1.3 and 10.1.5 shall not exceed Twelve thousand dollars and zero cents. (\$12,000.00).

**Article 10.5:** as provided unit members with the following CAPS: For employees who retired on or before June 30, 2014, the district contribution shall be capped at eleven thousand, six hundred and eleven dollars and zero cents (\$11,611.00). For those employees who retire on or after July 1, 2014 the district contribution shall be capped at Twelve thousand dollars and zero cents. (\$12,000.00).

**Article 10.5.5:** ADD – District paid retiree benefits terminate at age 65 for employees hired after January 1, 1995 (1/1/95).

**Article 12.3.1:** ADD: Employees hired on or after the 15<sup>th</sup> of any given month will not be entitled to vacation earnings for that month.

**Article 13.6:** Entitlement to Other Sick Leave: Whenever an employee is absent from duty on account of his/her own illness or injury for a period of time in excess of the sick leave to which he/she is entitled, he/she shall be allowed, for a period of time not to exceed 100 working days, the difference, if any, between his/her salary and that which shall actually have been paid a substitute employee employed to fill his/her position during his/her absence. The 100 day period of differential time shall run concurrently with accumulated sick leave which is paid at full pay. The employee has the right to exhaust all accrued leaves (i.e. vacation, compensatory time) prior to use of "Other Sick Leave".

**TENTATIVE AGREEMENT BETWEEN**  
**The Willows Unified School District and CSEA Unit #119**

**Article 17.2:** Change posting days from six (6) to five (5) days.

**Article 31:** INCLUDE: Revised Classified Employee Evaluation tool (*Attached hereto as Exhibit A*)  
ADD TO: Evaluation Procedure Guide: IV.d) When a "needs improvement" determination has been made, the district may choose to implement use of a Performance Improvement Plan (PIP) in an effort to provide the employee assistance as to strengthen areas of identified need. (*Attached hereto as Exhibit B*).

**Reduction in Force:** 12 month Secretary II (Registrar at WHS) position to 11 months beginning in 2015-16.  
Board Approved on 4/2/15.


2014-15:  
Salary Schedule to be improved by 6% effective July 1, 2014.


2015-16:  
Salary Schedule to be improved by 1.34% effective July 1, 2015.

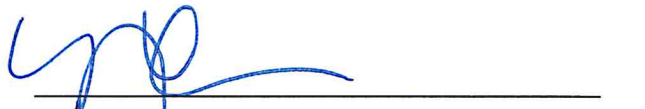
2016-17  
Re-Openers shall be Salaries, Benefits and 2 non-monetary reopeners for each party.


Term of Agreement: July 1, 2014 thru June 30, 2017.


  
\_\_\_\_\_  
Mort Geivett, Ed. D. for Willows Unified  
School District

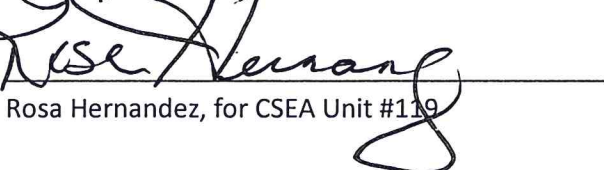
  
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Karen Hanson, President for CSEA Unit #119

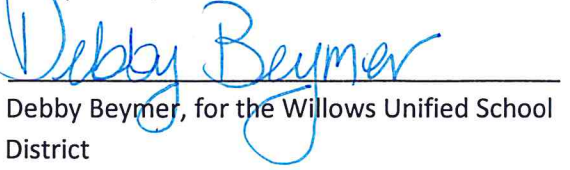
  
\_\_\_\_\_  
John Alves, for CSEA Unit #119

  
\_\_\_\_\_  
Nancy Eastman, CSEA Representative for unit #119

  
\_\_\_\_\_  
Linda Ell, for CSEA Unit #119

  
\_\_\_\_\_  
Cheryl Davis, for CSEA Unit #119

  
\_\_\_\_\_  
Rosa Hernandez, for CSEA Unit #119

  
\_\_\_\_\_  
Debby Beymer, for the Willows Unified School  
District

**WILLOWS UNIFIED SCHOOL DISTRICT**  
 334 W. Sycamore Street  
 Willows, CA 95988  
 (530) 934-6600

**CLASSIFIED EMPLOYEE EVALUATION**

Name \_\_\_\_\_

Probationary \_\_\_\_\_

Classification \_\_\_\_\_

Permanent \_\_\_\_\_

School \_\_\_\_\_

This evaluation covers the period from \_\_\_\_\_ to \_\_\_\_\_

			1 Very Good	2 Good	3 Satisfactory	4 Improvement Needed
A.	1.	Quality of work				
	2.	Volume of work				
	3.	Knowledge and skill				
	4.	Initiative/enthusiasm				
	5.	Works well with others				
	6.	Follows directions				
	7.	Self-reliant				
	8.	Works well with students				
	9.	Completes assignments				
	10.	Appearance				
	11.	Attendance				
	12.	On time for work				
	13.	Supervisory ability				

B. Positive Comments:

\_\_\_\_\_

C. Constructive Comments: (Any mark in Column 4 must have a comment.) This criteria will be re-evaluated until performance is rated at least satisfactory or the employee is separated from District service.

\_\_\_\_\_

D. Conference held on \_\_\_\_\_  
 Date

Secondary Evaluator (If applicable): \_\_\_\_\_

Date \_\_\_\_\_

Primary Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

Employee: \_\_\_\_\_

Date \_\_\_\_\_

Employee comments (if any):

WILLOWS UNIFIED SCHOOL DISTRICT  
Performance Improvement Plan (PIP)

Employee Name:

Review Date:

Position Title:

Site:

Please be as specific as possible in describing all three of the areas listed below:

<p><b><u>WHAT IS</u></b> A statement of the specific issues and how the supervisor sees the employee's work performance.</p>	
<p><b><u>WHAT SHOULD BE</u></b> A statement of what the conditions would look like if the employee's work performance were acceptable.</p>	
<p><b><u>SUPPORT BEING OFFERED</u></b> A statement of the support being offered to the employee which would enable the employee to work at an acceptable level in areas identified as needing improvement.</p>	
<p><b><u>FOLLOW UP</u></b></p>	<p><input type="checkbox"/> 1 Month    <input type="checkbox"/> 2 Months    <input type="checkbox"/> 3 Months    <input type="checkbox"/> Other _____</p>

\*NOTE: This form will be used when an informal oral discussion regarding unacceptable work performance between the supervisor and the employee has taken place and no positive results have been noted within ten (10) days after the meeting, or as an attachment to an unsatisfactory Work Performance Evaluation (WPE).

This document will be placed in your personnel file. If you wish to respond to this document either orally or in writing, you may do so within 10 calendar days from the date below. If you submit a written response, it will be attached to this document and placed in your personnel file.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

This document shall be placed in your file on \_\_\_\_\_ (date).