

TENTATIVE AGREEMENT
between the
WILLOWS UNIFIED SCHOOL DISTRICT
and the
WILLOWS UNIFIED TEACHERS ASSOCIATION

**(Successor Collective Bargaining Agreement
for 2011/2012 and 2012/2013)**

The State of California is in fiscal crisis. The future is very uncertain. The parties are aware that the current collective bargaining agreement expired June 30, 2011 and have been bargaining for a successor contract.

The District and WUTA recognize the need to work cooperatively to address the educational challenges that confront our community. In furtherance of that goal, the District and WUTA agree as follows for 2011/2012 and 2012/2013:

CONTRACT PROVISIONS

1. The terms of the existing collective bargaining agreement (including the modifications agreed to for 2010/2011) shall be the terms of the successor collective bargaining agreement unless proposed for modification below.
2. Article 28 shall be modified as follows:

28.1 Term

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

28.2 Reopeners for 2011/2012

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

28.2.1 Any article or topic of bargaining upon mutual agreement.

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

28.3 Reopeners for 2012/2013

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

28.3.1 Any article or topic of bargaining upon mutual agreement.

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

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

- Notes:*
1. *Unique funded BRL for 2012/2013 shall be measured either as certified by the County Office of Education after passage of the State's budget for 2012/2013 or at the time that any subsequent adjustment is imposed by the State.*
 2. *Should the State impose a funding cut on the District, other than via the BRL, the parties shall promptly meet to convert that cut to an equivalent reduction to the BRL so that the intent of the parties, as set forth above, is complied with.*

NON-CONTRACT ITEMS

1. Unpaid Days for 2011/2012 and 2012/2013

- (a) For both 2011/2012 and 2012/2013, the annual compensation of each unit member shall be reduced by an amount equal to six (6) days of pay and the unit member shall have six (6) no-paid/non-work days.
- (b) The six (6) non-paid/non-work days for 2011/2012 shall be:
 - August 12, 2011
 - August 15, 2011
 - March 23, 2012
 - April 6, 2012
 - May 17, 2012
 - May 18, 2012
- (c) The six (6) non-paid/non-work days for 2012/2013 shall be:

- August 10, 2012
- August 13, 2012
- March 15, 2013
- March 29, 2013
- May 16, 2013
- May 17, 2013

- (d) This reduction in compensation shall be deducted equally from the employee's pay checks for the affected school year (either 2011/2012 or 2012/2013).
- (e) Unless prohibited by law, this reduction shall be effected in a manner that does not affect the unit member's eligibility to receive a full year of service credit.

2. Increase in Personal Need Days

For both 2011/2012 and 2012/2013, the number of personal need days (Section 12.2 of the Agreement) shall be increased from three (3) days to four (4) days.

3. MAA Dollars Received by the District

All MAA dollars received by the District in 2011/2012 and 2012/2013, irrespective of the billing period that generated the dollars, shall be retained by the District.

4. Classroom Supply Allocation

In both 2011/2012 and 2012/2013, a teacher shall receive (as appropriate) one of the specified amounts to use for the purchase of classroom supplies:

Grades K-4	\$250.00
Grades 5-6	\$200.00
Grades 7-12	\$100.00

5. Stakeholder Budget Committee

- a. A Stakeholder Budget Committee shall be established for 2011/2012 and 2012/2013.
- b. The Committee shall be comprised, at a minimum, of:
- The Superintendent (or designee)
 - The CBO
 - One (1) Site Administrator
 - Two (2) Teacher representatives appointed by WUTA
 - Two (2) Classified Employee Representatives
 - Two (2) parent representatives
 - One (1) Board Member

- c. The Superintendent shall make quarterly reports to the Board regarding:
- Areas explored by the Committee to address budget shortfalls or cashflow issues
 - Committee recommendations for Board action to address budget shortfalls or cashflow issues
6. In 2011/2012 the District and WUTA shall explore, and potentially agree upon:
- a. Ways in which the unit can help reduce the costs of providing extra remedial instruction to students at all schools.
 - b. Ways in which the music prep at Murdock could be modified to provide an increase in academic instructional time for 2011/2012 and/or 2012/2013.

FOR THE WILLOWS UNIFIED
SCHOOL DISTRICT

By: 

Date: 7/28/11

FOR THE WILLOWS UNIFIED
TEACHERS ASSOCIATION

By: Jeresa P. Woods

Date: 7/28/11

Shelley Amaro
7/28/11