

Date: 6-17-2014  
Time: 4:26pm

**TENTATIVE AGREEMENT**  
**between the**  
**WILLOWS UNIFIED SCHOOL DISTRICT**  
**and the**  
**WILLOWS UNIFIED TEACHERS ASSOCIATION**  
  
**(Successor Agreement)**

The Willows Unified School District ("District") and the Willows Unified Teachers Association ("Association" or "WUTA") have reached agreement for a Successor Agreement as set forth below.

**CONTRACT TEXT**

Except as noted for change below, the text of the successor collective bargaining agreement shall be the text of the expired collective bargaining agreement. All changes are effective close-of-business on June 30, 2014 unless another date is specified.

**1. Article 12 – Leave Provisions:**

All existing unit member sick leave balances will be converted from days to hours (based upon 7.5 hours per day). Plus,

a. Modify Section 12.1.1 to read:

12.1.1 Full time unit members shall earn seventy-five (75) hours (10 days @ 7.5 hours per day) of leave with full pay for each school year for purposes of personal illness or injury.

b. Modify Section 12.1.7 to read:

12.1.7 Use of sick leave will be based upon an hour used = an hour charged, rounded up to the nearest 15-minute increment.

*Note: All tables in section 12.1.7 will be eliminated effective July 1, 2014.*

- **Personal Need:**

Modify Section 12.2 as follows:

12.2 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.

- **Jury Duty or Court Witness Leave:**

Modify Section 12.8 as follows:

12.8.1 Whenever a unit member is necessarily absent in order to:

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.

- **Return to Work from Jury Duty or Court Witness Leave:**

Modify Section 12.8.3 as follows:

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.

- **Bereavement Leave – Definition of Immediate Family**

Modify Section 12.11.1 to add “registered domestic partner” to definition of immediate family.

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

- **Paternity / Adoption Leave:**

Modify Section 12.12.1 as follows:

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.

2. **Article 21 – Salary and Appendix C-1 :**

- **Increase to the Salary Schedule:**

Effective July 1, 2013, the salary schedule shall be increased by two percent (2.0%) at each cell.

The same percentage increase shall be applied to Appendices A and C-1.

- **Advanced Degree Stipends (Appendix A):**

The changes set forth below are effective July 1, 2013.

1. Increase the stipend for possession of a Master's Degree from \$700 to \$1,000. (See A.8.9.)
2. Establish a stipend for possession of a Doctorate at \$1,000.
3. Eliminate the language concerning "extra credentials." However, any unit member who is receiving this stipend on the date of ratification shall continue to receive the stipend so long as they (a) remain a unit member and (b) continue to hold the credential.

3. **Article 28 – Term of Agreement**

Modify Section 28.1 as follows:

28.1 **Term**

This Agreement between the parties shall remain in full force and effect from ratification through June 30, 2015.

28.2 **Reopeners for 2014/2015**

28.2.1 Salary Schedule increase;

28.2.2 Any Articles or topics of bargaining

28.2.3 Impact and effects of a change in working conditions that result from District decisions concerning LCFF, LCAP or CCSS.

**NON-CONTRACT ITEMS**

**1. 2014/2015 Calendar:**

- Parties have agreed to the teacher work year calendar that is Attachment A to this Proposal.
- A teacher work year of 181 days plus: One (1) additional professional development day (September 22, 2014). Attendance is optional. Paid at the teacher's unique daily rate (salary schedule divided by 181) based on submission of a time card.
- A teacher work year of 181 days plus: One (1) additional professional development day (floating day). Attendance is optional. Paid at the teacher's unique daily rate (salary schedule divided by 181) based on submission of a time card.

**2. Safe Working Conditions:**

- All employees will receive formal training on implementing the new school safety plan.
- The District will try to provide each classroom and major work area with all necessary supplies to comply with the school safety plan.

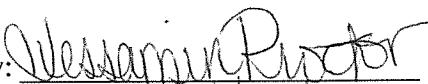
**3. Classroom Supplies**

Each 1.0 FTE classroom teacher shall be entitled to reimbursement for up to \$250.00 spent in the 2014/2015 school year on classroom supplies. Reimbursement shall be made in a single payment to a teacher provided he/she submits a completed form (with original receipts attached) not later than the last day of the 2014/2015 school year.

**4. Alternative Local Class Size Memorandum of Intent**

The parties shall sign the Memorandum of Intent that is attached.

FOR THE WILLOWS TEACHERS  
ASSOCIATION

By:   
WOTA President

Date: 06/18/14

FOR THE WILLOWS UNIFIED  
SCHOOL DISTRICT

By: 

Date: 6/18/14

**MEMORANDUM OF INTENT**  
**between the**  
**WILLOWS UNIFIED SCHOOL DISTRICT**  
**and the**  
**WILLOWS UNIFIED TEACHERS ASSOCIATION**

**(Class Size: Kindergarten through Third Grade)**

This Memorandum of Intent (“Memorandum”) is by and between the Willows Unified School District (“District”) and the Willows Unified Teachers Association (“WUTA”). This MOU is a collectively bargained alternative annual average class enrollment for each schoolsite in grades K through 3 in accordance with Education Code section 42238.02(d)(3)(B).

Article 17.1 of the Collective Bargaining Agreement (“CBA”) between the parties sets the District’s “maximum *class size average*” for all grade levels, including for grades K through 3, at 28.

Article 17.3.1 sets the student maximum for an *individual classroom* in grades K through 3 at 32.

The parties:

1. Agree that Articles 17.1 and 17.2 of the CBA are modified to provide that:
  - a. The District shall staff grades K through 3 in such a manner that the average class size at the District’s one elementary school shall not exceed thirty (30).
  - b. 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.

*Note: If required by law, Transitional Kindergarten to be the same as K through 3.*

2. Agree that Article 17.3.1 is modified to provide that the relief options (in 17.3.2) apply if an individual class in grades K through 3 exceeds 30.
3. Agree that no other provisions of Article 17 are modified by this Memorandum. A copy of Article 17 is attached.
4. Intend for the District to be in compliance with Education Code section 42238.02(d)(3)(D), as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020).
5. Agree that if the District receives information that compliance with this contractual provision and this Memorandum may result in penalties which would reduce or eliminate the additional funding grant for K through 3 class size reduction, the District shall provide notice to WUTA, and the parties shall promptly meet to negotiate any changes necessary to ensure compliance.
6. Agree that the District’s intent is to implement reduced class sizes as funding and facilities permit.

7. No later than November 1 of each school year, District will send to WUTA the following class size information:
- a. All K through 5 class size counts per school: sorted by teacher grade and teacher last name;
  - b. All 6 through 12 class size counts per school: sorted by subject, course, teacher last name, and school period.

This Memorandum shall be ongoing, unless the parties mutually agree to revisit it. Nothing in this Memorandum, however, shall preclude either party from proposing, and negotiating, a change in class sizes during negotiations for a successor collective bargaining agreement (or in any subsequent year).

FOR THE WILLOWS UNIFIED  
TEACHERS ASSOCIATION

By: Wesley Proctor  
WUTA President

Date: 06/18/14

FOR THE WILLOWS UNIFIED  
SCHOOL DISTRICT

By: [Signature]

Date: 6/18/14

ARTICLE 17  
CLASS SIZE

- 17.1 The District maximum class size average excluding Special Education and non-teaching personnel and using full-time equivalent unit member units as the divisor into the number of students enrolled, will not exceed twenty-eight (28) students as determined at the close of the first week of school.
- 17.2 If, during the school year, a class exceeds twenty-eight (28) students, new students shall be assigned to classes by the school Principal in a fashion to allow for balance between classes/grade level/subject.
- 17.3 The maximum contained in this sub-Article shall have no application until after the first fifteen (15) school days of the school year.
- 17.3.1 After that date, should enrollment in an individual class exceed thirty-two (32) (K-3), thirty-three (33) (4-5), thirty-four (34) (6-8), and thirty-four (34) (9-12), a teacher may bring the matter to the attention of the Principal in writing on a form provided by the District if their professional judgment is that the size of any of his/her classes has become such as to adversely affect the educational program.
- 17.3.2 In such case, the teacher and the Principal shall meet within ten (10) working days to review the class situation. The District shall attempt to provide relief through such means as:
- Transfer or reassignment of students;
  - Instructional Aide time;
  - Clerical assistance;
  - Additional teacher preparation time.
- 17.3.3 The above class maximums do not apply to traditionally large classes, such as: Band, Chorus, Physical Education, etc.
- 17.3.4 If the matter remains unresolved in the opinion of the teacher, a consultation may be requested with the Superintendent. The criteria that will be considered in the consultation will include: size of room, type of facility, number of work stations, lockers, equipment, educational materials, needs of students, and health and safety requirements.
- 17.4 A study committee shall be established to study class size at all four (4) campuses and determine how to work towards the goal of decreasing class size at all grade levels. The committee shall be composed of representatives from the school sites (not to exceed two (2) per site), appointed by the Association, as well as District representatives appointed by the Board.