



WILLOWS UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

June 10, 2009

Regarding Contract between the Willows Unified School District & California School Employees Association, Willows Chapter # 119

Article 16 – Transfers
Article 19 - Layoffs and Reemployment

It is the intent and wish of both the Willows Unified School District (“District”) and the California School Employees Association, Willows Chapter # 119 (“CSEA”) (collectively “Parties”) that due to budgetary constraints faced by the District for the 2009-10 school year that the following Agreement be reached. In lieu of District-wide layoffs, effective July 1, 2009, the Parties agree to the following:

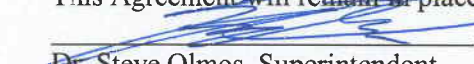
Effective July 1, 2009 the following reductions, per Article 19, will take place:


POSITION - LOCATION	REDUCED FROM	REDUCED TO	FTE REDUCTION
Media Specialist – Willows High School	217 paid days during school year	203 paid days during school year	.10 FTE
Media Specialist – Willows Intermediate School & Murdock Elementary School	203 paid days during school year	193 paid days during school year	.10 FTE
Warehouse/Utility – Murdock Elementary School	Eliminated Position- Position Vacant Due to Retirement	Eliminated	2 hours Warehouse 6 hours Custodial

Effective July 1, 2009, the following transfers, per Article 16 will take place:

POSITION - LOCATION	TRANSFERRED FROM	TRANSFERRED TO
Custodian (8 hour position) Willows Intermediate School	Willows Intermediate School	Murdock Elementary School
Custodian (3.9 hour position) Willows High School	Willows High School School Days Only	Willows Intermediate School 12 Month Position

This Agreement will remain in place until superseded by another agreement between the Parties.


Dr. Steve Olmos, Superintendent
Secretary to the Board


Karen Hanson, CSEA President
Willows Chapter #119




**WILLOWS UNIFIED SCHOOL DISTRICT
AGREEMENT
EFFECTS OF LAYOFFS – CLASSIFIED EMPLOYEES
JUNE 10, 2009**


This agreement is entered into between the Willows Unified School District (District) and Chapter #119 of the California School Employees Association (CSEA) relative to effects negotiations for layoff and/or reduction in hours of classified employees. This agreement is effective for only this set of layoff/reductions, as outlined in the Memorandum of Understanding dated June 10, 2009. The parties do hereby agree as follows:

1. The District agrees that it shall not contract out work previously performed by unit members subject to layoff and/or reduction in hours, in accordance with Section 24.1 of the collective bargaining agreement (“Agreement”). It is understood by both parties that the primary cause of these layoff is loss of revenue. When work can be eliminated, it will. When it can’t, it will, if at all possible, be performed by individuals whose job descriptions embrace such work.
2. The District agrees that it shall not transfer work previously performed by unit members subject to layoff and/or reduction in hours to any other bargaining unit classification, supervisory, confidential, certificated or management employees, unless their job description so indicates, in accordance with Section 24.2 of the Agreement.
3. The District agrees that it shall not transfer work previously performed by unit members subject to layoff and/or reduction in hours to volunteers or students; it, also, agrees that, although it will not discourage volunteerism, it will not actively seek volunteers for the affected positions.
4. The District agrees that it shall not increase the workload of remaining bargaining unit members as a result of the layoff and/or reduction in hours of classified unit members. Any overtime authorized will meet Collective Bargaining specifications.
5. As a result of the reduction of services, it will be necessary for the District to offer fewer services. It is agreed that the remaining custodians may move to an every other day or more cleaning schedules.
6. Classified unit members subject to layoff or reductions shall receive first priority employment as “substitute” employees, if they meet minimum qualifications, as the need arises.
7. The District will strictly adhere to the number of layoffs as outlined in the Memorandum of Understanding, dated June 10, 2009, and will strictly adhere to seniority.

6-22-09

Date


Dr. Steve Olmos, Superintendent
Willows Unified School District


Karen Hanson, President
CSEA Chapter #119