

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

(Successor Agreement and Calendared Non-Service Days)

The Willows Unified School District ("District") and the Willows Unified Teachers Association ("WUTA" or "Association") are parties to a 2005-2008 collective bargaining agreement that was extended for one year, via a separate agreement, to encompass the 2008/2009 school year. The agreement, as extended, expired on June 30, 2009.

Set forth below are the terms for a Tentative Agreement between the parties that will result in a new agreement that will encompass the remainder of 2009/2010 and the 2010/2011 school years.

I.
SUCCESSOR CONTRACT

A. Contract Terms

1. The parties shall enter into a new agreement (ratification through 2010/2011). *See Attachment #1* for the disposition of each article.
2. Reopeners for 2010/2011 to be:
 - (a) Article 15: Hours of Employment.
 - (b) Article 21: Employee Salaries
 - (c) Up to two (2) articles by either party.
 - (d) Any article or topic of bargaining upon mutual agreement.

Reopeners shall be presented at the first regularly scheduled Board meeting after ratification.

3. The parties shall agree, as soon as reasonably possible, to a calendar for the 2010/2011 school year.

II.
A MEMORANDUM OF UNDERSTANDING FOR
CALENDARED NON-SERVICE DAYS,
AND SUSPENSION/MODIFICATION OF CONTRACT TEXT

A. There Shall be Six (6) Unpaid Days in 2009/2010

1. The six (6) unpaid days are four (4) calendared non-service days on what would otherwise have been student attendance days plus credit for two (2) staff development days.
2. The four (4) calendared non-service days shall be:
 - April 2, 2010;
 - April 12, 2010;
 - May 20, 2010; and
 - May 21, 2010.
3. The annual compensation of each unit member shall be reduced by an amount equal to four (4) days of pay for 2009/2010.
 - (a) This reduction in compensation shall be effected by equal deductions from the unit member's remaining paychecks in 2009/2010.
 - (b) Unless prohibited by law, these reductions shall be effected in a manner that shall not affect the unit member's eligibility to receive a full year of service credit in 2009/2010.
4. The District shall "sweep" the State funding dollars for the two (2) remaining staff development days. (Section 15.6.2) It is understood that the District may spend the 2009/2010 Professional Block Grant funds received at its discretion.

B. Contract Text or Practices to be Temporarily Suspended, Waived, or Modified

1. ***For 2009/2010:*** The number of Personal Necessity days available for use pursuant to Article 12, section 12.2, shall be increased by one (1) day.
2. ***For 2009/2010 and 2010/2011:*** The PAR Article shall be suspended (except where a teacher is referred through the evaluation process). The District may spend the 2009/2010 PAR dollars at its discretion.

D. Non-Contract Items

The Professional Development Block Grant grievance, filed on March 10, 2010, shall be withdrawn upon ratification by both parties.


C. Contract Modifications

1. The parties agree to add a new mediation step to the grievance resolution process. See Attachment #2.
2. Article 26: Statutory Changes shall be modified as shown in Attachment #3.

FOR THE WILLOWS UNIFIED
SCHOOL DISTRICT

By: _____


Date: _____


3/26/10

FOR THE WILLOWS UNIFIED TEACHERS
ASSOCIATION

By: _____

Date: _____


3/26/10

*Attachment #1 to
Concepts for a Tentative Agreement*

ARTICLE	TITLE	COMMENT
1	Agreement	Maintain contract text without change.
2	Recognition	Maintain contract text without change.
3	Association Rights	Maintain contract text without change.
4	Management Rights	Maintain contract text without change.
5	Personal Freedom and the Freedom to Teach	Maintain contract text without change.
6	Personnel Files	Maintain contract text without change.
7	Teacher Safety	Maintain contract text without change.
8	Public Charges	Maintain contract text without change.
9	Procedure for Evaluations	Maintain contract text without change.
10	Peer Assistance and Review Program	"Suspend" Article 10 for 2009/10 and 2010/2011 (except where a teacher is referred through the evaluation process).
11	Transfers	Maintain contract text without change.
12	Leave Provisions	Maintain contract text without change.
13	Educational Improvement	Maintain contract text without change.
14	Military	Maintain contract text without change.
15	Hours of Employment	Maintain contract text without change.
16	Curricular Improvement Programs	Delete this Article as outdated. However, keep Article number and notes as "Left Intentionally Blank."
17	Class Size	Maintain contract text without change.
18	Summer School	Maintain contract text without change.
19	Mileage Allowance	Maintain contract text without change.
20	Professional Dues or Fees and Payroll Deductions	Maintain contract text without change.
21	Employee Salaries	Maintain contract text without change.
22	Health and Welfare Benefits	Maintain contract text without change.

ARTICLE	TITLE	COMMENT
23	Grievance Procedures	Modify contract text to add a mediation step after Superintendent. Keep Board as alternative to arbitration. <i>See Attachment #2</i> for revised text.
24	Miscellaneous Provisions	Maintain contract text without change.
25	Severability	Maintain contract text without change.
26	Statutory Changes	Modify contract. <i>See Attachment #3</i> for modified text.
27	Negotiations	Maintain contract text without change.
28	Term of Agreement	Maintain contract text except: 28.2 <u>Reopeners for 2010/2011</u> <ul style="list-style-type: none"> ● Articles 15 and 21 ● Plus two articles by each party ● Any article or topic of bargaining upon mutual agreement. Reopeners to be presented at the first regularly scheduled Board Meeting after ratification
App A	Salary Placement and Schedules	Maintain contract text without change.
App B	Certificated Teacher Evaluation Forms	Maintain contract text without change.
App C	Salary Schedule	Maintain contract text without change.

*Attachment #2
to Concepts for Tentative Agreement*

**ARTICLE 23
GRIEVANCE PROCEDURES**

The parties have agreed to add mediation as a step in the grievance procedure after appeal to the Superintendent (Section 23.3.2: Level Two) and before the unit member chooses to have his/her grievance determined by the Board (Section 23.3.3: Level Three) or by an arbitrator (Section: 23.4 Alternate Level Three).

The parties shall draft, and agree upon, the contract text to add this concept to the collective bargaining agreement.

*Attachment #3
to Concepts for Tentative Agreement*

**ARTICLE 26
STATUTORY CHANGES**

- 26.1 When either the District or the Association becomes aware of any statutory action that adversely affects the terms and/or conditions of this Agreement, the other party shall be notified in writing. The parties agree to meet and negotiate within fifteen (15) working days upon request by either party in an effort to reach agreement on the affected terms and/or conditions. This Article (26) shall not be subject to the grievance procedure.