

**INITIAL PROPOSAL
of the
WILLOWS UNIFIED SCHOOL DISTRICT
to the
WILLOWS UNIFIED TEACHERS ASSOCIATION**

(For the 2010/2011 School Year)

This is the initial proposal from the Willows Unified School District (“District”) to the Willows Unified Teachers Association (“WUTA” or “Association”) for the 2010/2011 school year.

The State of California is in fiscal crisis. As a result, the State has imposed cuts and deferrals on the District that have created an on-going short-fall in the District’s General Fund.

The data that follows reflects information known at this time. The Governor will issue his May Revise on May 13, 2010. Most observers believe the economic data will be worse than earlier projections. As a result, changed circumstances could result in a modification of the District’s proposal at any time prior to reaching a Tentative Agreement and ratification votes have been scheduled or completed.

- ! Attachment 1 — Background and Essential Facts
- ! Attachment 2 — Proposal to Achieve WUTA’s Proportional Share
- ! Attachment 3 — Contract Text

WILLOWS UNIFIED SCHOOL DISTRICT

BACKGROUND and ESSENTIAL FACTS

1. Shortfall:

At the 1st Interim Report, the Multi-Year Projection identified an on-going shortfall in the General Fund of roughly \$1,300,000 commencing 2010/2011. Due to declining enrollment and the Governor's Proposed Budget, the on-going shortfall has escalated to roughly \$1,600,000 commencing 2010/2011.

2. Proportional Share:

a. As a percentage of projected unrestricted expenditures in 2009/2010, the total salaries and benefits of each group of employees are:

(1)	WUTA	63.43%
(2)	CSEA	22.25%
(3)	Management and Confidential	14.32%

b. If the shortfall is spread equitably over all employee groups, each employee group's proportional share is:

(1)	WUT A	\$1,014,880
(2)	CSEA	\$ 356,000
(3)	Management and Confidential	\$ 229,120

3. Based on 2009/2010 salaries, the cost of 1% on the salary schedule for each group is:

(1)	WUTA	\$ 64,627
(2)	CSEA	\$ 18,673
(3)	Management	\$ 12,514
(4)	Confidential	\$ 2,419

PROPOSAL TO ACHIEVE WUTA'S PROPORTIONAL SHARE
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I. ACKNOWLEDGMENT OF ACTIONS TAKEN IN 2009/2010

A. WUTA/District Actions That Generated \$192,431 in One-Time Savings

1. Fewer Work Days in 2009/2010
 - a. The parties agreed to four (4) non-paid, non-work days (4 @ \$34,537 = \$138,148) in 2009/2010.
 - b. The parties agreed to a “sweep” of any unspent Staff Development dollars (\$16,307) in 2009/2010.
 - c. Combined, these actions provided a *one-time* savings of \$154,455 in 2009/2010.
2. PAR Dollars in 2009/2010
 - a. The parties agreed to “sweep” unspent PAR Dollars (\$37,976).

B. District Actions That Generated \$269,771 in On-Going Savings

1. Certificated Layoffs
 - a. Because no additional agreements were possible with WUTA in 2009/2010, the District conducted a certificated layoff at the end of the 2009/2010 school year for the 2010/2011 school year.
 - b. That District action eliminated the following positions and services:

FTE	Services	Savings
2.0	Community Day School	\$166,910
1.25	General Fund Counselor	\$102,861
	Total	\$269,771

II. DISTRICT'S PROPOSED ACTIONS FOR 2010/2011

A. Actions That Will Generate One-Time Savings

1. Fewer Work Days in 2010/2011
 - a. Teacher work days shall be reduced by six (6) days in 2010/2011. This will be five (5) student instructional days and one (1) staff development day.
 - b. With a proportional reduction to the salary schedule, this will generate a *one-time* savings of \$207,222.
 - c. To the extent permitted by law, these changes shall be implemented in a way that does not affect service credit received by the unit member (as effected in 2009/2010, this requires a salary schedule modification).
2. Staff Development Dollars
 - a. All unspent Staff Development dollars shall be “swept.”
 - b. This action will provide *one-time* savings of \$16,307.
3. Collective *One-Time* Savings in 2010/2011

Collectively, the reduced work days in 2010/2011, coupled with a “sweep” of unspent 2010/2011 Staff Development dollars, will generate a *one-time* savings of \$223,529 towards WUTA’s proportional share of the deficit.

B. Actions That Will Generate On-Going Savings

1. Physical Education Pull-Out Program at Murdock
 - a. Eliminate the express tie to Physical Education Pull-Out.
 - b. District to continue to provide the specified minutes of Prep to Grade 1-4 teachers (the goal is simply to do so in a manner that does not impact the General Fund).

C. WUTA's Remaining Proportional Share

- The deficit, based upon facts currently known, is \$1,014,880. See the chart below for a recap.

	2010/2011		
	One-Time	On-Going	Grand Total
SAVINGS IN 2009/2010			
Days (4)	138,148		
Staff Development Dollars	16,307		
PAR	37,976		
Layoffs	N/A	269,771	
Sub-Total	192,431	269,771	462,202
SAVINGS IN 2010/2011			
Days (6)	207,222	N/A	
Staff Development Dollars	16,307		
PAR	N/A		
Additional Layoffs	N/A	TBD	
Salary Schedule Reduction of 5.09% effective July 1, 2010		329,149	
Sub-Total	223,529	329,149	536,371
TOTAL	415,960	598,920	1,014,880
Remaining On-Going Structural Deficit to be Resolved by 2011/2012		415,960	

2. The District will consider the following alternatives to the 5.09% salary reduction set forth above for the 2010/2011 school year.
 - a. Eliminate the express contractual linkage between preparation time at Murdock and the Physical Education Pull-Out Program. This would mean that the required salary schedule reduction would only be 3.78%.

This is true because the Physical Education linkage is an expense against the General Fund of \$84,668. Unless this expense is eliminated, the salaries of all unit members must be reduced by 1.31% ($84,668 \div 64,627 = 1.31$).
 - b. Distribute \$700 of MAA money to each unit member (at an *est.* cost of \$51,800).
 - (1) Sweep the remaining MAA dollars to the General Fund (G.F.)
 - (2) This has the potential, through the use of one-time dollars, to further minimize the salary schedule reduction by 2.26% ($\$146,000 \div \$64,627 = 2.26\%$).

NOTES:

1. The District will consider in good faith alternative methods proposed by WUTA to achieve the same \$1,014,880 reduction in expenditures within the WUTA bargaining unit.
2. As part of a bilateral agreement, the parties could agree upon an equitable formula to restore cuts when the funded Base Revenue Limit, or other agreed upon criteria, improves.
3. The options concerning the MAA dollars and the P.E. Preparation Pull-Out are only available until July 30, 2010.
4. Since the Staff Development Day is on the calendar for August 16 (Monday), the parties must reach agreement soon — the District suggests by July 30, 2010.
5. The District's proposal is based upon facts known at this time. Should the Governor's budget for 2010/2011 increase the negative impact on the District beyond the amount per ADA set forth in the Governor's January budget, this proposal may be altered to reflect changed circumstances.

CONTRACT ARTICLES

For the 2010/2011 school year, the collective bargaining agreement specifies the following regarding reopeners:

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.

Specified Reopeners:

! Article 15: Hours of Employment

Notes:

1. *The District proposes to modify Article 15, as appropriate, to generate dollar savings to address the fiscal crisis confronting the State of California and the District.*
2. *Among other possibilities, preparation time (15.1.4) to be reviewed to determine whether it should be eliminated or modified to be provided in a different way that has less of an impact on the General Fund (i.e. eliminate express tie of Grade 1-4 prep to the Physical Education Pull-Out program).*
3. *Staff Development Days (15.6) to be eliminated to generate dollar savings to address the fiscal crisis confronting the State of California and the District.*

! **Article 21: Employee Salaries**

Note: The District proposes an appropriate adjustment to employee salaries to generate dollar savings to address the fiscal crisis confronting the State of California and the District.

! **Optional District Reopeners:**

Article 8: Public Charges

Eliminate Article 8 from the collective bargaining agreement.

Rationale: The District should have one set of policies and procedures by which any community member, or employee, can complain about the action or inaction of any District employee. It should not matter whether that employee is the Superintendent, a Teacher or a Custodian.

The District reserves the right to reopen on an additional article, as appropriate, during negotiations.

**FULL TEXT
OF
MANDATORY REOPENER ARTICLES
FOLLOWS**

ARTICLE 15
HOURS OF EMPLOYMENT

- 15.1 Regular hours of employment for unit members for the regular school year shall be as follows:
- 15.1.1 Unit members shall be on campus and be responsible for instructional and other assigned duties for up to eight (8) hours per day including a duty-free lunch period of thirty (30) consecutive minutes exclusive of passing periods.
- (a) The hours of duty shall begin fifteen (15) minutes prior to the convening of the first regularly scheduled class or preparation period at the site and continue for not less than thirty (30) minutes after his/her last assigned class or preparation period.
- (b) The non-instructional portion of this period excluding the duty-free lunch will be limited to: faculty meetings, departmental meetings, grade level meetings, in-service meetings, curriculum meetings, and parent/teacher/student conferences.
- (c) Unit members may be excused during the work day with the approval of the site administrator or under rulings of other Articles appearing in this Agreement.
- 15.1.2 In addition to paragraph 15.1.1 above, unit members may be responsible for additional activities beyond the regular work day and limited to: Back to School Night, parent/student orientations, parent/student conferences, Public Schools Week activities and field trips which are or have been a part of the instructional program for the unit member's assignment. In addition, unit members assigned to the high school level shall be responsible for up to ten (10) hours per year for supervision of ASB activities. Unit members may, with the approval of the Principal, make arrangements with other unit members to cover any of their supervisory duties for ASB activities. Written notice of the proposed change in assignment containing the signatures of the assigned unit member and volunteer substitute shall be given the Principal in writing at least two (2) days prior to the scheduled activity. By his or her signature, the volunteer has accepted full responsibility for the performance of the assignment.
- 15.1.3 The regular work year shall be in accordance with the calendar as negotiated.
- 15.1.4 Unit members at Willows Intermediate School (WIS) and Willows High School (WHS) shall have at least one (1) preparation period equal in length to that of the corresponding instructional period during that school day.

15.1.5 Unit members teaching in grades 1-4 shall have not less than sixty (60) minutes of preparation time per week generated by the Physical Education pullout program.

15.1.6 In addition, unit members teaching in grades 1-3 shall have not less than thirty (30) minutes of preparation time per week generated by the music pull-out program.

15.1.7 In addition, unit members teaching in grade 4 shall have not less than sixty (60) minutes of preparation time per week generated by the music pull-out program.

15.2 Minimum Days

15.2.1 Minimum days will be scheduled in accordance with the calendar as negotiated and be defined as 1:00 P.M. student dismissal.

15.2.2 When minimum days precede vacation periods of Christmas and Summer recess, unit members shall not be required to be present later than fifteen (15) minutes after the end of the instructional session of that day.

15.3 When necessary, zero periods (periods outside the regular instructional day) may be scheduled. An assignment to a zero period shall be by mutual agreement between the unit member involved and the site administrator. Compensation for these extra hours of employment shall be either a corresponding amount of release time during the instructional day, or extra payment.

15.4 Nothing in this agreement shall prevent a unit member from voluntarily scheduling instruction time before or after the regular instructional day when such instruction would, in the judgment of the unit member, be for the benefit of the instructional program. Such instructional hours shall not be considered extra hours of employment and shall not be compensated. The above statements shall also apply to unit members who wish to volunteer their services outside of the regular unit member work day.

15.5 The beginning and ending time of the instructional day shall be adopted by the Board prior to the opening of each school year. Any change in these instructional schedules shall be done after meeting and consulting with the Association.

15.6 Staff Development Days

15.6.1 The District shall provide access to seven (7) hours of in-service, which is included in the one hundred eighty-one (181) day work year.

15.6.2 The equivalent of two (2) work days, fourteen (14) hours, shall be available to unit members for further staff development. Unit members shall be remunerated at seventy-six percent (76%) of their per diem rate for each seven

(7) hours of voluntary in-service completed. The in-service completed will be at the direction of the District and/or an individual teacher plan conforming to (Education Code Section 44579.1 et seq.) and approved by the site principal and/or District Superintendent.

15.6.3 The provisions of paragraph 15.6.2 shall cease to apply should the legislature repeal funding in whole or in part.

ARTICLE 21
EMPLOYEE SALARIES

21.1 Salary Schedule

Employees in the W.U.T.A. negotiating unit shall receive:

21.1.1 step and column advancement in accordance with Appendix A; and

21.1.2 compensation in accordance with the Certificated Teachers Salary Schedule which is included as Appendix C.

21.2 Assignments Beyond Regular Years

For work beyond the regular work year, excluding summer school assignments, unit members will be paid a daily work rate equal to their regular work year's daily rate.

21.3 Payroll Period

The payroll period shall be defined as monthly, beginning with the first calendar day of each month. Salary payments shall be made on the last working day of each month. The only exception shall be the failure of the County Office to process the warrants.