

AGREEMENT BETWEEN

**WINDSOR UNIFIED
SCHOOL DISTRICT**

AND

**WINDSOR DISTRICT
EDUCATORS ASSOCIATION
CTA/NEA**

Memorandum of Understandings


July 1, 2011 – June 30, 2014

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION (WDEA)**

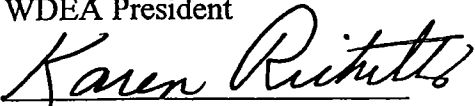
WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) feel it is beneficial for both parties to mitigate the effects regarding implementation of the District's 2010-2011 Reduction of Particular Kinds of Services as set forth in the Board's Resolution of No. 2011-25 (see attached)

1. The Parties agree that employees who are laid off as a result of the Board's Resolution 2011-25 shall be provided re-employment rights under Education Code Sections 44956 and 44957, namely 39 months for permanent employees and 24 months for probationary employees.
2. As a result of this MOU, permanent employees who are laid off shall be entitled to re-employment rights in the District until August 31, 2014, and probationary employees who are laid off shall be entitled to re-employment rights in the District until May 31, 2013.
3. The Parties agree to provide each employee laid off as a result of the March 1, 2011, Resolution 2011-25, one-half day of paid time off between March 15, 2011, and May 28, 2011, for the purpose of job interviews outside of the District.
4. The Parties agree that permanent and probationary employees who are laid off shall be entitled to receive their current health care benefits through August 31, 2011.
5. The Parties agree to conform to Education Code 44956 which provides employees who are laid off first rights to substitute within the District during his/her 39/24 month re-employment period. Employees who are laid off are responsible for notifying the District to put his/her name on the substitute list for 2011/2012.
6. The Parties agree to conform to Education Code 44918 which provides employees who are laid off with the first right for temporary certificated positions for which they are qualified to teach by credential and seniority.

Dated: 3/24/11

By: 
Jeff Reed
WDEA President

Dated: 3/24/11

By: 
Karen Ricketts
Director of Human Resources

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE IV (REGARDING REDUCTION TO NUMBER OF INSTRUCTIONAL DAYS)
March 24, 2011**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) agree it is beneficial for both parties to mitigate the effects of anticipated decreases to revenues from the State of California for each of the 2011-2012; 2012-2013; 2013-2014 school years; and

WHEREAS the Third Extraordinary Session of the California state legislature granted flexibility for student instructional days from 180 to 175; and

WHEREAS the state has granted the District this five (5) day flexibility without penalty for the loss of instructional minutes until 2013-2014, or until such time the act is revoked or modified; and

WHEREAS the Association and the District reduced funding for two (2) days in 2009-2010 from 180 to 178 instructional days per MOU dated 08/20/2009; and for two (2) days in 2010-2011 from 180 to 178 instructional days per MOU dated 04/22/10; and

WHEREAS it is in both parties interest to reduce the impacts of additional reduction in certificated personnel and mitigate the adverse effects on the District's operating budget; and

WHEREAS the Association/District acknowledge that the District's second and third year projections identify the need to reduce operating expenses and thus mitigate a negative or qualified budget through 2013-2014; and

WHEREAS the Article IV of the current collective bargaining agreement (the "Contract") between the Association and the District provides for 180 days of instruction; and

WHEREAS the District must post a positive certification report on March 15, 2011 with a multiple year positive certification; and

WHEREAS it has become evident that it is necessary for the fiscal solvency of the District to amend, retain and continue this reduction for additional year(s) because of continued reduction in state school funding; and


WHEREAS the parties agree to structure a revised student instructional calendar for each of the 2011-2012; 2012-2013; 2013-2014 from 178 to 175 instructional days; and

NOW THEREFORE the parties agree to a revised calendar that provides 175 instructional days and three (3) teacher work days for a work calendar of 178 days to maximize state flexibility and reduce the Association's current contract effective the 2011-2012 academic calendar under these terms and conditions; and

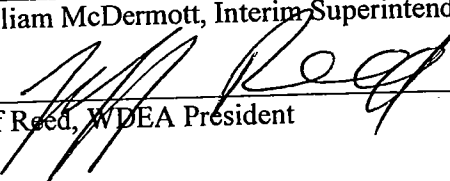
This agreement shall commence effective July 1, 2011 and shall be considered non-precedent setting and will remain in effect through the terms and conditions established under the State's Third Extraordinary Session through 2013-2014. Representatives of the District and the Association shall negotiate any further reductions or restorations to the work calendar.

This agreement shall remain in full force and effect through June 30, 2014. To the extent that any term or provision of this agreement conflicts with any term or condition of the Contract, or any successor Collective Bargaining Agreement, this agreement shall control.

Dated: 3/24/11

By: 
William McDermott, Interim Superintendent

Dated: 3/24/11

By: 
Jeff Reed, WDEA President

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
Article IV – Restoration Language for Instructional Days

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) agree to meet and negotiate (a) the restoration of the instructional days reduced hereby for the 2012-2013 and/or 2013-2014 school year, as applicable; or (b) further calendar reductions for the 2012-2013 and/or 2013-2014 school year; and


WHEREAS, restoration of instructional day(s) will be considered a priority by the District and the Association when the District reaches an increase greater than \$40 per ADA* (net after any deficits by the state) to the unrestricted general fund revenue limit above the cost of health and welfare benefits and step and column increases as established for either of the 2012-2013 and/or 2013-2014 school years; and

WHEREAS, both parties agree to factors affecting the calculation, including a decrease in the Revenue Limit Deficit Factor (Revenue Limit Pro-ration Factor), increase in COLA, elimination of per ADA reduction, revenue limit dollars cannot be one-time allocations; they must be intended as an ongoing revenue limit increase and an increase in ADA; and

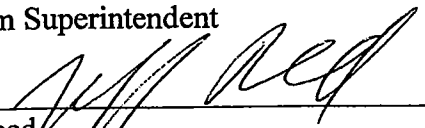
WHEREAS, both parties agree that priority will be given to the restoration of instructional days; and

NOW THEREFORE the parties agree to meet and negotiate revisions to the instructional calendar in either of the 2012-2013 and/or 2013-2014 school years. This agreement shall remain in full force and effect through June 30, 2014. To the extent that any term or provision of this agreement conflicts with any term or condition of the Contract, or any successor Collective Bargaining Agreement, this agreement shall control.

Dated: 3/24/11

By: 
William McDermott
Interim Superintendent

Dated: 3/24/11

By: 
Jeff Reed
WDEA President

* Current funded base revenue limit = \$5221.70 per ADA (per School Services of California, March 15, 2011)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE IV- HOURS**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) are parties to that certain Agreement date as of July 1, 2008, (the "Contract"); and

WHEREAS, the Parties wish to amend and restate Article IV of the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Effective July 1, 2011 and while this Memorandum remains in effect, Article IV of the Contract shall be amended and restated as set forth:

4.6.3 Common Planning. Unit members will have 75 minutes of uninterrupted common planning time each Wednesday, which does not reduce scheduled instructional minutes, and may be used for common planning purposes including, but not limited to, grade level or subject-area meetings, team planning, collaboration planning, curriculum planning, department chair meetings, parent conferences, school visitations, articulation, and/or professional growth opportunities. One Wednesday each month will be used for a faculty meeting at each site. *(The remaining three Wednesdays will be used by unit members. Agendas for the three Wednesdays will be generated by unit members. If the site administrator finds it necessary to call additional meetings they will be voluntary.)* The District reserves the right to call additional faculty meetings should an emergency need arise. Agendas for the regular faculty meetings shall be provided to teachers at least one day in advance of the meeting. Unit members serving multiple sites will only be required to attend faculty meetings at one site.

2. Other than as expressly set forth in this Memorandum, the Contract will at all times remain in full force and effect and be unaffected by this Memorandum.
3. This Memorandum shall terminate upon (a) the end of one year on July 1, 2012 in accordance with its terms or (b) earlier if so negotiated.
4. This Memorandum shall be non-precedent setting.

Dated: 3/24/11

THE WINDSOR UNIFIED SCHOOL DISTRICT
By: Karen Ricketts
Karen Ricketts, Director of Human Resources

Dated: 3/25/11

THE WINDSOR DISTRICT EDUCATORS ASSOCIATION
By: Jeff Reed
Jeff Reed, WDEA President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE V (Class Size)**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) agree it is beneficial for both parties to mitigate the effects of anticipated decreases to revenues from the State of California for each of the 2011-2012; 2012-2013; 2013-2014 school years; and

WHEREAS the Parties wish to amend and restate Article V of the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Effective July 1, 2011 and while this Memorandum remains in effect, Article V of the Contract shall be amended and restated as set forth below. Other than as expressly set forth in this Memorandum, the Contract will at all times remain in full force and effect and be unaffected by this Memorandum.
2. The Memorandum shall terminate upon the earlier of (a) the termination of the Contract in accordance with its terms on June 30, 2014, or (b) earlier if so negotiated.

5.1 Class size maximum for K-8, excluding middle school, shall be established as follows:

K-3	30
4-5	30
6-8	31

5.1.1 K-3 class size shall not exceed 30 as long as Class Size Reduction funding continues. If funding for K-3 Class Size Reduction is discontinued, the class size maximum for grades K-3 shall return to 30.

5.1.4 Combination classes shall not exceed the following maximum:

K/1	=	25
2/3, 3/4, 4/5, 5/6	=	28
6/7, 7/8	=	28
6/7/8	=	29

The K-1 combination class size shall not exceed 25 as long as Class Size Reduction funding continues. If the funding for K-3 Class Size Reduction funding is discontinued, the class size maximum shall return to 28.

This agreement shall commence effective July 1, 2011 and shall be considered non-precedent setting and will remain in effect through the terms and conditions established under the State's Third Extraordinary Session through 2013-2014. Representatives of the District and the Association shall negotiate any further reductions or restorations to class size, with priority given to K-3 class size.

This agreement shall remain in full force and effect through June 30, 2014. To the extent that any term or provision of this agreement conflicts with any term or condition of the Contract, or any successor Collective Bargaining Agreement, this agreement shall control.

Dated: 3/24/11

By: Karen Ricketts
Karen Ricketts, Director of Human Resources

Dated: 3/25/11

By: Jeff Reed
Jeff Reed, WDEA President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE V – Class Size**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) are parties to that certain Agreement date as of July 1, 2008, (the "Contract"); and

WHEREAS, the Parties wish to amend and restate Article V of the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Effective July 1, 2011 and while this Memorandum remains in effect, Article V of the Contract shall be amended and restated as set forth:

5.1.5.3 (c) K-5: Compensate the affected teachers at a rate of \$5.00 per student per day beginning at thirty-one (31)

5.2 Middle School Class Size:

5.2.1 If, after the first fifteen (15) days of instruction, class size per period exceeds 31 students, excluding student teaching assistants, regular education teachers (excluding P.E. and music) will be compensated for at a rate of \$1.00 per student per period that enrollment has been, or continues to be over the maximum enrollment limit.

5.2.2 Physical Education teachers (excluding 8th grade) will be compensated at a rate of \$1.00 per student per period beginning at thirty-nine (39).

Maximum student contacts for Physical Education teachers will be 190 students for a five period teaching schedule.

5.2.3 Performance/Non-beginning music, chorus and strings teachers will be compensated at a rate of \$1.00 per student per section beginning at fifty-one (51) for advanced and forty-six (46) for beginning music classes.

5.3 At the high school, maximum regular classroom enrollment per FTE teacher shall be:

174 students (excluding student T.A.s)

220 students – Music and P.E. Teachers

5.3.2.1 Teachers will be compensated at the rate of \$1.00 per student per day that enrollment has been, or continues to be over the maximum enrollment limit.

5.3.2.4

At Windsor Oaks Academy (WOA), affected teachers will be compensated at a rate of \$1.00 per student per day beginning at twenty-six (26).

2. Other than as expressly set forth in this Memorandum, the Contract will at all times remain in full force and effect and be unaffected by this Memorandum.
3. This Memorandum shall terminate upon (a) the end of one year on July 1, 2012 in accordance with its terms or (b) earlier if so negotiated.
4. This Memorandum shall be non-precedent setting.

Dated: 3/24/11

THE WINDSOR UNIFIED SCHOOL DISTRICT
By: Karen Ricketts
Karen Ricketts, Director of Human Resources

Dated: 3/25/11

THE WINDSOR DISTRICT EDUCATORS ASSOCIATION
By: Jeff Reed
Jeff Reed, WDEA President

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE V REGARDING WMS CLASS SIZE IN PHYSICAL EDUCATION**

WHEREAS, THE Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) feel it is beneficial for both parties to mitigate the effects of anticipated decreases to revenues from the State of California for each of the 2011-2012; 2012-2013; 2013-2014 school years; and

WHEREAS, the WDEA/WUSD collective bargaining agreement (Article 5.2) identifies maximum class size at 38 students and a maximum student contact load of 190 students for middle school physical education teachers; and

WHEREAS, the WDEA/WUSD collective bargaining agreement (Article 5.2) identifies maximum class size for middle school science teachers at 30 students; and

WHEREAS, the master schedule at Windsor Middle School groups 8th grade students in a "core configuration" with the same students taking science and physical education within a core group; and

WHEREAS, the Windsor Unified School District is obligated to pay monetary compensation in the form of "overtime payments" to teachers who exceed the maximum class size,

NOW, THEREFORE, WDEA and WUSD agree that physical education classes at Windsor Middle School may exceed 38 students without monetary compensation under the necessary conditions that the core configuration is employed in physical education and that the total student contact load for PE teachers does not exceed 190 students.

This agreement shall commence on July 1, 2011 and shall be considered non-precedent setting and will and remain in effect through the terms and conditions established under the State's Third Extraordinary Session which is until 2013-2014. To the extent that any term or provision of this agreement conflicts with any term or condition of the Contract, or any successor Collective Bargaining Agreement, this agreement shall control.

Dated: 3/24/11

By: William McDermott
William McDermott, Ph.D
Interim Superintendent

Dated: 6/2/11

By: Jeff Reed
Jeff Reed, WDEA President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE VII- LEAVES**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) are parties to that certain Agreement date as of July 1, 2008, (the "Contract"); and

WHEREAS, the Parties wish to amend and restate Article VII of the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Effective July 1, 2011 and while this Memorandum remains in effect, Article VII of the Contract shall be amended and restated as set forth:

7.4.1 In each school year, ten (10) days of accumulated sick leave may be used by a unit member, at his/her election, in cases of compelling personal necessity. Personal necessity leave shall be taken for the reasons that the unit member cannot reasonably be expected to ignore and cannot be dealt with outside of the regular workday.

2. Other than as expressly set forth in this Memorandum, the Contract will at all times remain in full force and effect and be unaffected by this Memorandum.
3. This Memorandum shall terminate upon (a) the end of one year on July 1, 2012 in accordance with its terms or (b) earlier if so negotiated.
4. This Memorandum shall be non-precedent setting.

Dated: 3/24/11

THE WINDSOR UNIFIED SCHOOL DISTRICT
By: Karen Ricketts
Karen Ricketts, Director of Human Resources

Dated: 3/25/11

THE WINDSOR DISTRICT EDUCATORS ASSOCIATION
By: Jeff Reed
Jeff Reed, WDEA President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDSOR UNIFIED SCHOOL DISTRICT ("WUSD")
AND
THE WINDSOR DISTRICT EDUCATORS ASSOCIATION ("WDEA")
ARTICLE XV- EVALUATION**

WHEREAS, the Windsor Unified School District (WUSD) and the Windsor District Educators Association (WDEA) are parties to that certain Agreement date as of July 1, 2008, (the "Contract"); and

WHEREAS, the Parties wish to amend and restate Article XV of the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Effective July 1, 2011 and while this Memorandum remains in effect, Article XV of the Contract shall be amended and restated as set forth:

15.1.4 Permanent – at least every five years

2. Other than as expressly set forth in this Memorandum, the Contract will at all times remain in full force and effect and be unaffected by this Memorandum.
3. This Memorandum shall terminate upon (a) the end of one year on July 1, 2012 in accordance with its terms or (b) earlier if so negotiated.
4. This Memorandum shall be non-precedent setting.

Dated: 3/24/11

THE WINDSOR UNIFIED SCHOOL DISTRICT
By: Karen Ricketts
Karen Ricketts, Director of Human Resources

Dated: 3/25/11

THE WINDSOR DISTRICT EDUCATORS ASSOCIATION
By: Jeff Reed
Jeff Reed, WDEA President