

MEMORANDUM OF UNDERSTANDING
WALNUT VALLEY UNIFIED SCHOOL DISTRICT
AND WALNUT VALLEY EDUCATORS ASSOCIATION
April 2, 2010

This Agreement is made and entered into this 2nd day of April 2010 by and between the WALNUT VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the WALNUT VALLEY EDUCATORS ASSOCIATION (hereinafter referred to as WVEA). This agreement extends the current contract through June 30, 2012 and completes negotiations through June of 2012.

IT IS HEREBY AGREED TO as follows:

1. Pursuant to the District's statutory authority to establish a shortened instructional year, and in reluctant response to the critical financial need to reduce costs and also preserve as many jobs and essential services as feasible in this time of declining District income, the District and WVEA have agreed to implement a reduced instructional year and related furlough days. The 2010-2011 and 2011-2012 school years will be reduced by five and four days respectively by implementing five and four furlough days in the two years. This equates to approximately a 2.72 % annual salary reduction for the 2010-2011 year and 2.18% for the 2011-2012 school year. The furlough days will be a combination of instructional and/or non-instructional days to be determined collaboratively between the District and WVEA prior to May 28, 2010.
 - a. If the Base Revenue Limit is decreased/increased by \$25 or more between the date of this agreement and July 1, 2011, then an additional furlough day will be added/reduced in the 2011-2012 year. This addition/reduction will be taken as a furlough day and scheduled collaboratively between the District and the WVEA.
 - b. No further reductions in WVEA bargaining unit members' salary and work year will take place during the life of this MOU. Health and welfare benefits will remain per current contract. This does not preclude layoffs.
 - c. The understanding is that all unrepresented employees will take the equivalent percent salary reduction as indicated in this paragraph.
2. Payroll adjustments reflecting the unpaid furlough days will be spread evenly over the course of the contract year.
3. Class size:
 - a. K-3 @ District average of 24.5
 - b. 4-5 @ District average of 33
 - c. Extended Day Kindergarten will remain in effect
 - d. Reduction-in-Force notices will be rescinded commensurate with these class sizes.
 - e. All High School Reduction-in-Force notices issued in March 2010 will be rescinded.
4. The District will commit \$15,000 per elementary site to provide additional preparation time and/or instructional materials for grades K-5. The options will be presented to the

classroom teachers in grades K-5 for approval and implementation with 80% of the staff's concurrence. (This is in lieu of the \$110,000 from article 4.2.1.5 and the \$2,400 from article 4.11.3).

5. Cash-in-lieu: The value of the medical cash-in-lieu option will be reduced from \$3370 to \$3000 starting in January 2011.
6. Open House will become optional and determined by a majority site vote of all staff members affected.
7. Personal Necessity (PN) days will be increased to ten (10) per year and require prior notification (except in the case of emergency) by the employee to his or her supervisor. Three of these days will not require the reason to be disclosed. Any PN day that is taken must align with Ed Code parameters.
8. Parent Conference Days: Grades K-5 will have three (3) minimum days to conduct parent conferences. Grades 4 and 5 will have one substitute day in addition to the three (3) minimum days for parent conferences.
9. The District Elementary PE program will continue for grades 1-5 and will include Kindergarten for 45 minutes per week beginning in the 2010-2011 year.
10. Elementary vocal and instrumental music will be discontinued.
11. A committee will be formed in the Spring of 2010 to study and review the Kindergarten report card content and frequency of the 9-12 progress reports and report cards.

This MOU is for the 2010-2011 and 2011-2012 school years. This MOU shall expire June 30, 2012, at which time all items will revert back to the 2009-2010 levels except Paragraphs 5, 7, and 11.

This MOU may be reopened by either party for the 2011-2012 year and renegotiated in the case of state revenue increase or decrease.

This is a tentative agreement pending ratification of the WVEA membership and the Board of Trustees for the Walnut Valley Unified School District.

The undersigned declare that they have read this document consistent of two (2) typewritten pages, and that they understand its terms.

Tentatively agreed upon on this 2nd day of April, at Walnut, California.

Walnut Valley Unified School District

Walnut Valley Educators Association

Bryan Cole
Asst. Superintendent, Human Resources

Johann Aaron
President, WVEA