

AGREEMENT
between
ALVORD UNIFIED SCHOOL DISTRICT and
ALVORD EDUCATORS ASSOCIATION

df 10/21/10
RA 10/21/10
CLW 10/21/10

RESTORATION SETTLEMENT AGREEMENT

This Restoration Settlement Agreement is entered into by and between the Alvord Unified School District ("District") and Alvord Educators Association ("Association") (or "Parties").

WHEREAS, the District has received unanticipated funds from the Federal Government; and,

WHEREAS, the District anticipates additional revenue from the reduction of class size ratios for kindergarten through first grade classes; and,

WHEREAS, the State of California has finalized its 2010-2011 budget which results in increased Base Revenue Limit for AUSD estimated at approximately \$257.00 per ADA; and,

WHEREAS, the Parties desire to reach a compromise in settling this agreement and all issues related thereto without further delay;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The District agrees to rehire out of the additional federal and state funding sixteen (16) multiple subject teachers, seven (7) single subject teachers, and eighteen (18) buy-backs of preparation periods from secondary level teachers, excluding Norte Vista High School buy-backs which are provided for in the School Improvement Grant (SIG) money. Additionally, all contract provisions apply for hiring additional teachers when the number of subject buybacks equals one position. Any additional teachers hired in accordance with Article XII, Section 2(d) will be paid for out of the monies from the additional federal and state funding.
2. The Parties further agree that the 2.19% of salary reduction for 2010-2011 will be restored. The salary will be restored for days worked from July 1st, 2010 through June 30, 2011. The District will issue a retroactive check to include the days worked from July 1, 2010 through October 31, 2010, on December 10, 2010. For the remaining months (November 2010 through June 2011) the 2.19% salary reduction will be restored in the monthly paychecks. Unless negotiated otherwise, the agreement from May 11, 2010 goes back into effect on July 1, 2011.

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3. The Parties further agree to restore 5 furlough days in the 2010-2011 school year. The days restored are December 17, 2010, as a non-student, teacher work day, April 25, 2011, May 26 and May 27, 2011, as student instructional days, and May 31, 2011, as a non-student, teacher work day. This will restore an additional 2.7% annual salary (.54% for each day) for the 2010-2011 fiscal year. The same schedule for retroactive check and salary increase will be used for this item as for number 2. Paragraphs number 2 and 3 combined will result in a 4.89% annual salary increase dispersed as indicated above. The provisions of this Restoration Settlement Agreement apply to the 2010-2011 school year only. On and after July 1, 2011, the provisions of the agreement of the May 11, 2010, shall be applicable, unless bargained otherwise. Also, if additional BRL of \$257 remains for 2011-12, a minimum of 5 furlough days will be restored for next year.
4. The Parties further agree to meet by February 2011, to thoroughly evaluate and decide on the restoration of days to the Appendix C employees identified by AEA. (Agriculture, Learning Handicapped, Program Specialist, TOSA, Project Specialist Instructional Coach, Psychologists, Resource Specialists, Language Speech, Nurse, Counselor, and High School Music). Further we agree that the employees who were required to work additional days in 2010 – 2011, will receive per diem pay for the days identified on the attached list.
5. The Parties agree to meet to review the actual costs of this settlement in order to discuss the actual impact to the District Budget. We will hold our first meeting no later than November 30, 2010. We agree that this settlement uses funding from the sources listed below. Further, we agree that additional money is available under Provision 5 (e) below, to be negotiated as the Board of Education designates it for use as provided for in the settlement agreement from May 11, 2010. The following funds are used:
 - a. the Federal Educational Jobs Fund (EJF) attributed to certificated employees;
 - b. the State Fiscal Stabilization Fund (SFSF) that was allocated to the district and attributed to certificated employees;
 - c. the anticipated Class Size Reduction savings from reducing the class sizes by rehiring the multiple subject teachers;
 - d. the certificated portion of the increase in funded base revenue limit (BRL) per ADA from the 2010-2011 Adopted State Budget; and,
 - e. The amount of the ending fund balance designated by the Board of Education. The remainder of the ending fund balance will remain in the budget for future costs as designated by the Board of Education.
6. The provisions of this Restoration Settlement Agreement apply to the 2010-2011 school year only. Unless negotiated otherwise, on and after July 1, 2011, the provisions of the agreement of May 11, 2010 shall be in effect, except for provisions for ongoing restoration in #2.

7. If during the 2010 – 2011 school year, additional monies legally available for this use are received by the District, as provided for in the May, 2010, agreement, the Parties will engage in further discussion and negotiation for the 2011 – 2012 school year that may result in further settlement regarding additional restoration. The Parties agree to begin discussion and negotiations no later than February 2011.
8. If during the 2010 – 2011 school year there are mid-year cuts, the parties agree to immediately negotiate proportionate cuts.
9. This Restoration Settlement Agreement has been negotiated in good faith between the District and the Association, and constitutes the complete compromise, settlement, and agreement of any and all disputes, contractual or legal, pertaining to the funds described above.

APPROVED AND ACCEPTED.

Date: October 21, 2010

ALVORD UNIFIED SCHOOL DISTRICT

By: Craig R. Wells
Craig R. Wells, Assistant Superintendent

Date: October 21, 2010

ALVORD EDUCATORS ASSOCIATION

By: Leigh Hawkinson
Leigh Hawkinson, AEA President

And

By: Sheri Lazarini
Sheri Lazarini, Lead Negotiator