

**TENTATIVE AGREEMENT BETWEEN
THE ALVORD EDUCATORS ASSOCIATION AND
THE ALVORD UNIFIED SCHOOL DISTRICT
FOR 2009-10 THROUGH 2011-12**

All Tentative Agreements are incorporated into this agreement. (See Attached Tentative Agreements Already Reached document.)

Article VIII – Salary and Benefits

2009-10	2010-11	2011-12
3 Furlough Days = 1.62%	9 Furlough Days = 4.86%	9 Furlough Days = 4.86%
0% cut in salary	2.19% cut in salary	2.19% cut in salary
Total salary cut = 1.62%	Total salary cut = 7.05%	Total salary cut = 7.05%

For the 2009-10 school year, the salary schedule shall be reduced by 1.62% and the work year reduced from 185 days to 182 days. These furlough days will be taken on June 2, 3, and 4, 2010. For 2010-11 and 2011-12 school years, the salary schedule shall be reduced by 7.05% and the work year reduced to 176 days. The District and Association agree to meet to schedule the 9 teacher furlough days for 2010-11 and 2011-12. The value of a day reduction is .54%.

Article IX, Hours and Days

Section 5, Staff Meetings

Status Quo

Article XV - Leave Provisions

Section 5 - Personal Necessity/Personal Business Leave.

- (a) A maximum of seven (7) days in any school year may be used for personal necessity/personal business leave. Two of these days may be used for any reason at any time without prior approval. Requests for the remaining five personal necessity/personal business leave days must be approved by the Superintendent or appropriate administrator and, if granted, the absence will be charged to the unit member's accumulated leave. A maximum of seven (7) days in any school year may be used for personal necessity/personal business leave.

Article XII - Class Size

See attached MOU.

Article XXIII – Term

This agreement completes contract negotiations for the period July 1, 2009, to June 30, 2012. With the exceptions of the following, the contract which expired June 30, 2009, remains in full effect through June 30, 2012.


All previous tentative agreements are incorporated by reference. See attached listing.


Contingency Language:

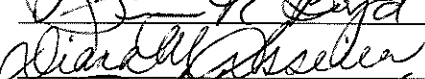
1. The parties shall have reopeners in 2011-2012 on Salary and Benefits and one additional issue per party.
2. If the District receives an unanticipated infusion of unrestricted Federal revenue, or if reauthorization of ESEA imposes new requirements, during the 2010-2011 and/or 2011-2012 school years, the parties shall have one additional reopener to negotiate use of the unbudgeted federal funds or to meet the requirements of ESEA.
3. Until salaries are fully restored, in the event that the District's unrestricted audited actual ending balance computed consistently and adjusted for any changes to state funding mechanisms exceeds \$6.5 million, the parties shall negotiate the use of the unanticipated increase.
4. It is the intent of the parties that during the term of this agreement and following the adoption of the 2010-2011 and 2011-2012 State budgets, and any subsequent state revisions to the 2010-2011 or 2011-2012 budgets, if there is an increase to the Governor's January 2010 Budget Proposal projected Alvord Unified School District funded base revenue limit (BRL) per ADA (\$4,975.71, \$5,069.60, respectively) of \$50 or more per ADA, the paid work year in the year for which the funds are received shall be increased by one day per each additional \$50 increment or applied at the association's discretion to the salary reduction percentage for the following year at a rate of .54% per \$50 increment.
5. If following the adoption of the 2010-2011 State budget, and any subsequent state revisions to the 2010-2011 budgets, there is a decrease to the Governor's January 2010 Budget Proposal projected Alvord Unified School District funded base revenue limit per ADA of \$50 or more per ADA, the District shall be entitled to a reopener in 2010-2011 on salary and benefits and one other issue.
6. New salary schedules and calendars shall be created or adjusted to reflect the addition or reduction of work days under this contingency language.


7. At the end of 2011-2012, the nine (9) furlough days and 2.19% salary reductions set forth in Article VIII above will continue unless partial or entire restoration is triggered as set forth in paragraphs 2, 3 and/or 4 above. The actual base revenue limit for 2011-2012 shall be the base for calculating trigger language for subsequent years.
8. If the current system of base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded, either party may reopen this agreement for the purpose of making the calculations consistent with the stated intentions of the parties and the procedure agreed herein.
9. The parties agree that in anticipation of a successful ratification and to prevent undue financial hardship for employees, the District will implement payroll reductions for May and June 2010. If the ratification is not successful, the parties recognize that it will be too late to stop the May reduction. In that event the amount deducted in May 2010 will be refunded in June 2010.

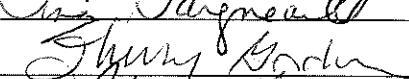
For the District




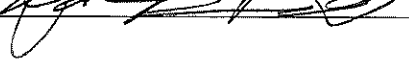













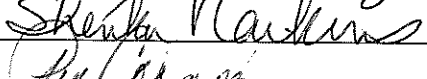


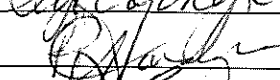


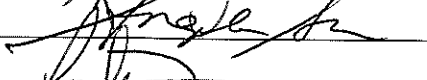
For the Association

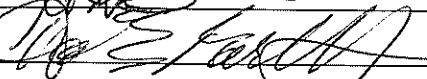















MEMORANDUM OF UNDERSTANDING
between
ALVORD UNIFIED SCHOOL DISTRICT and
ALVORD EDUCATORS ASSOCIATION
Class Size Committee

This Memorandum of Understanding is entered into by and between the Alvord Unified School District and the Alvord Educators Association, effective July 1, 2010, and ends by its own terms on June 30, 2011.

The District and the Association have met and agree upon the following regarding a class size committee:

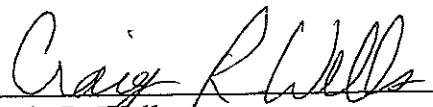
The District and the Association shall create a sub-committee composed of four (4) Association appointed representatives and four (4) District representatives to evaluate and make non-binding recommendations regarding class size.

The goal of the Committee is to work collaboratively to address issues concerning class size and case load to prevent problems and fix areas of concern. Such areas may include but are not limited to excessive class sizes/case loads, resolving start of year student placement overages, equity between classes at a site, fluctuations during the school year, and keeping overall class sizes down.

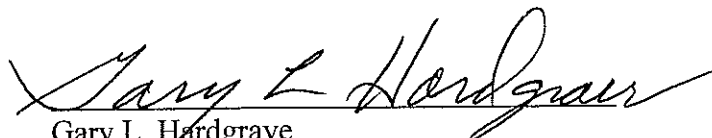
Beginning within two weeks of the start of the regular school year, the committee shall meet ~~on a~~ inside of regular duty hours ~~bi-weekly basis and, in any case,~~ at least 4 (four) times during the year.

For Alvord Unified School District

For Alvord Educators Association



Craig R. Wells
Assistant Superintendant
Personnel Services



Gary L. Hardgrave
President
Alvord Educators Association

May 11, 2010

Date

5/11/10

Date

Tentative Agreements already reached

TA Article I – Recognition (11-9-09)

Section 1 – Exclusive Representation -

Shall INCLUDE: Regular teachers; temporary teachers; preschool teachers; part-time teachers; part-time continuation teachers; nurses; language, speech and hearing specialists; special education staff; counselors; psychologists; work experience counselors; home teachers; librarians; adult education teachers (not on monthly payroll) and specialist; Program Specialist; Instructional Coach; Teacher on Special Assignment. . .

TA Article II – Notice (11-9-09)

Whenever . . . delivery, by e-mail, or by mailing the same by United States registered or certified mail, return receipt requested, to the party entitled thereto at the address set forth below

TA Article IV – Association Rights (11-9-09)

Section 5 – Information

The District shall provide by mail or e-mail to the Association Office a copy of the Board. . .

TA Article V – Grievance Procedure (11-9-09)

Section 1 – Definition

(d) "A Day" means a day when the district Office is open for business excluding ~~off track days or~~ non-duty days;. . .

Section 4 – Levels of Grievance Procedure

(d) Level Four-Binding Arbitration

. . .The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the American Arbitration Association to supply. . .

Article IX – Hours and Day (11-9-09)

Section 4 – Schedule of Work Days for Unit Members

(b) The basic work year for traditional calendar unit members shall be comprised of one hundred eighty five (185) days: Those days shall be allocated as follows:

(TA)(1) One hundred eighty ~~one~~ (181 **180**) days of student instruction

TA (3) All Teachers of grades 6-12 shall have the last day of the secondary level first semester without students for purposes of evaluating student progress, instructional planning, collaboration, and other activities related to student learning. It is the intent of this subsection that teachers direct their time on these aforementioned activities.

Article XIII – Evaluation Procedures (11-9-09)

Section 3 – Permanent Evaluation

TA NEW (b) Upon agreement between the unit member and the evaluator, permanent unit members who have worked for Alvord Unified School District for at least 10 years, are highly qualified, and their four previous overall performance evaluations rate them as “Meets or exceeds district standards”, may be evaluated every 5 years. The bargaining unit member or the evaluator may withdraw consent at any time.

Change to lettering in rest of article ((re-letter old XIII.5(b) to new 5(c), and re-letter old XIII.5(c) to new 5(d)).