

**SETTLEMENT AGREEMENT BETWEEN
THE ALUM ROCK EDUCATORS ASSOCIATION CTA/NEA
AND THE ALUM ROCK UNION SCHOOL DISTRICT**

**Fischer/Mathson Involuntary Excess
August 11, 2021**

WHEREAS, on May 13, 2021, the Alum Rock Educators Association ("AREA") filed a grievance ("the Grievance") with the Alum Rock Union School District ("District") alleging violations of the Collective Bargaining Agreement ("CBA") relating to the District's involuntary excess of AREA members from Mathson Middle School and Fischer Middle School from their assignment at those sites for the 2021-2022 school year;

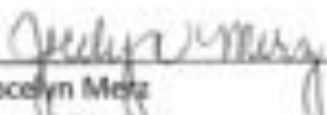
WHEREAS, the District has denied the Grievance at all pre-arbitration steps; and

WHEREAS, the parties are desirous of settling the Grievance without resort to arbitration.

NOW THEREFORE, the parties agree to dismiss the Grievance under the following terms:

1. All current unit members who were assigned to Mathson Middle School and Fischer Middle School in 2020-2021 and who were involuntarily excessed from their assignment at those sites for the 2021-2022 school year (hereinafter "Displaced Unit Members") shall have first right to return to any open position for which they are credentialed.
2. All Displaced Unit Members shall be entitled to the rights of involuntarily excessed members under Article 14.3.1.4.
3. All Displaced Unit Members shall be compensated in the amounts shown below, to be paid by the District no later than September 10, 2021: except that the payment shall be prorated for all Displaced Unit Members who have a partial assignment (e.g., less than 1.0 FTE).
 - a. All Displaced Unit Members shall be compensated according to Art. 14.3.1.7.1.
 - b. Displaced Unit Members assigned to either Renaissance Academy at Mathson or Renaissance Academy at Fischer for the 2021-2022 school year but in a different assignment shall each receive a one-time payment of \$1,000.00. This amount is in addition to the compensation specified in Art. 14.3.1.7.1 of the Collective Bargaining Agreement.
 - c. Displaced Unit Members assigned to sites other than Renaissance Academy at Mathson or Renaissance Academy at Fischer for the 2021-2022 school year shall each receive a one-time payment of \$2,500.00. This amount is in addition to the compensation specified in Art. 14.3.1.7.1 or the Collective Bargaining Agreement.


- d. Payments to unit members who receive a split assignment shall be paid prorated depending on the percentage of assignment for each a, b, or c above. Such amount will be in addition to the compensation specified in Art. 14.3.1.7.1 of the Collective Bargaining Agreement. In no event will any such member be entitled to receive more than \$2,500.00 (not including the relocation voucher amount.)
- e. The District shall provide AREA with the following lists:
- All certificated positions, including names of unit members and credentials held, at Renaissance at Fischer, Renaissance at Mathson, Mathson Middle School, and Fischer Middle School for the 2020-2021 school year;
 - All certificated unit members who were involuntarily excessed at these school sites;
 - All certificated positions, including names of members assigned, for the 2021-2022 school year at Renaissance at Fischer and Renaissance at Mathson. Any openings shall be listed;
 - These lists shall be provided within five working days of the execution of this Settlement Agreement.
4. The parties agree to the attached changes to Article 14.2.1.1 in the Collective Bargaining Agreement and shall be included in the 2021-2024 Collective Bargaining Agreement.
5. By executing this Settlement Agreement AREA withdraws the Grievance with prejudice.



Jocelyn Metz
For AREA

8/24/21

Date



Teresa Smith, Dir. Of Human Resources
For District

8/24/21

Date

14.2.1.1 Involuntary Excess

Involuntary Excess takes place when a unit member is involuntarily transferred from the unit member's site due to declining enrollment, reduction of services, or changes in credential requirements mandated by law.

14.2.1.1.1 School Closures

A school closure takes place when a school closes by action of the Board of Trustees and the District notifies the California Department of Education (CDE) of the closure of the school and removal of the closed school from the CDE County-District School (CDS) or similar database, and no unit members or regular classroom instruction remains at the school. Unit members shall be considered involuntarily excessed and shall be subject to the process and procedures in Section 14.3.1 and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

14.2.1.1.2 School Consolidation

A school consolidation takes place when one or more schools close (14.2.1.1.1) and are consolidated with one other District school by action of the Board. Unit members from the closed and the consolidated site(s) shall not be involuntarily excessed except for the reasons stated in 14.2.1.1.

All unit members at the school(s) involved in the closure shall have the right to stay at the consolidated school site or choose to place themselves on the Involuntary Excess list for placement into vacant positions in the District for which they are qualified. Involuntary excessing shall be based on the seniority of all unit members at the school(s) designated for closure and the school which it will be consolidated into, and not just the school(s) which closed. Unit members choosing to leave a site due to school consolidation shall be considered Involuntary Excessed and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

14.2.1.1.3 Charter School Conversion

Unit members affected by a charter school conversion shall have the right to stay at their school site or choose to place themselves on the Involuntary Excess list for placement into vacant positions in the District. Unit members choosing to leave a site due to charter school conversion shall be considered Involuntary Excessed and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.