


Thomas V. Pellegrino Superintendent Bruce E. Cochrane Director Human Resources and Pupil Services Robert W. Turner Business Manager	Alpine Union School District Where Children Come First  1323 Administration Way, Alpine, CA 91901 619-445-3236; 619-445-7045 FAX www.alpineschools.net	Board of Trustees: Dr. Tim Caruthers Glenn Dickie Gina C. Henke Joseph P. Perricone Eric Wray
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Board President Wray,

It has been an honor to serve Alpine students and work with the current Board. We have done the work that few before us imagined would need to be done and few among any community would have had the courage to do.

Instead of agreeing to the demands from union leadership that did not understand the financial predicament we were in because of salary and benefit levels paid out to employees, the board held strong and did what was right for children. The Board and I took ridicule and insults and hatred all based on misinformation and falsities spread by union leadership. Through it all, you held strong and supported the District so that WE could do the unpopular and the right thing by solving the fiscal crisis. I have so much respect for each of you.

The District can move forward now and focus on education.

After much reflection, I have decided that it is time for me to pursue new goals and challenges. I will miss the incredible people within AUSD that I have had the pleasure to work with. However, I am truly excited, enthralled, and happy with what is ahead for my family and me.

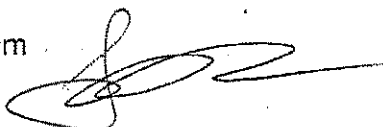
I retire from this post effective September 30, 2014 contingent upon receiving the \$10,000 retirement incentive that has been applied to certificated teachers and management.

Thank you for the opportunity to work with five individuals that stayed true your conviction that students should be placed first in financial and educational decisions.

Lastly, you have two of the best district leaders in San Diego in Rob and Bruce. They both are invaluable. I implore you to listen to their guidance during and after this time of transition.

Warmly,

Tom



Tom Pellegrino
Superintendent

3/5/14
Date

4/9/2014

Alpine Union School District Mail - Acceptance of Retirement of T. Pellegrino



Tom Pellegrino <tpellegrino@alpineschools.net>

Acceptance of Retirement of T. Pellegrino

1 message

Eric Wray

To: Tom Pellegrino <tpellegrino@alpineschools.net>

Wed, Mar 19, 2014 at 9:35 PM

Hi Tom,

As President of the Alpine Union School Board I accept your retirement letter, effective date to be determined in the near future.

Thank you for your excellent service to our students and our community.

Sincerely,

Eric Wray

President, Alpine Union School Board

CONTRACT OF EMPLOYMENT
BETWEEN
ALPINE UNION SCHOOL DISTRICT
AND
TOM PELLEGRINO

This Contract of Employment is entered into by and between the Governing Board of the ALPINE UNION SCHOOL DISTRICT (hereinafter referred to as "Board") and TOM PELLEGRINO (hereinafter referred to as "Superintendent").

The Contract of Employment is entered into pursuant to California Education Code section 35031 and other applicable law. This integrated Contract of Employment supersedes entirely any other Contract of Employment and all amendments thereto that may exist between the parties entered into prior to the ratification of this Contract of Employment.

The Board and the Superintendent hereby agree and promise as follows:

I. TERM

The Superintendent is employed by the Board as a certificated employee in the position of Superintendent for a term of four years. The term of this Contract of Employment shall be October 1, 2012 through September 30, 2016. Each successive term of the contract, if any, shall run from October 1, 2016 and extend for one calendar year.

Regardless of the term of this Contract of Employment, if it is terminated for any reason, the maximum cash settlement the Superintendent may receive, inclusive of all claims that may be pending against the District, shall be an amount equal to his monthly salary multiplied by the number of months remaining on the unexpired term of this Contract of Employment. However, if the unexpired term is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by 18. Any cash settlement shall not include any other noncash items. Cash paid in exchange for opting out of health and welfare benefits shall be considered salary for the purposes of this section. The intent of this provision is to satisfy the requirements in California Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

II. SALARY

1. Since July 1, 2011, the current salary is a result of the Superintendent voluntarily amending his compensation by taking a reduction of 4.73% from his base salary of \$153,750.00 in order to maintain parity with reductions taken by other stakeholders. As of the date of this successor agreement, the Superintendent's current, downward adjusted salary continues to be \$146,477.63. In light of the dire fiscal situation of the State of California and the resulting challenges to the Alpine community and the employees and students of this District, the Superintendent decided to take this reduction in compensation to provide equity between the chief executive officer and other interested parties who have made and will make sacrifices in the future. The annual salary will be paid in 12 equal monthly installments in accordance with the policy of the Board governing payment to other professional staff members in the District. The Board reserves the right to adjust the annual base salary, with any adjustments to be effective the commencement of the first calendar month following the Board's action, provided the annual base salary may not be adjusted downward except by mutual consent.

2. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, and shall become a part of this Contract of Employment. By so doing, the Board shall not be deemed to enter into a new Contract of Employment with the Superintendent, and the termination date of the existing Contract of Employment shall not be extended thereby. However, the Board may, by specific action and the consent of the Superintendent, extend this Contract of Employment at any time.

3. The Superintendent may render professional consulting services on request by the District at his daily per diem rate, calculated based on the annual salary provided in this Contract of Employment and a 260-workday per year divisor.

4. At the conclusion of each school year of the Superintendent's employment, the Board shall consider and vote on whether to increase the Superintendent's salary in any subsequent year covered by this Contract of Employment.

5. Among the considerations of the Board in determining whether to extend the Contract of Employment or increase the salary of the Superintendent shall be the Superintendent's performance as determined by the goals and objectives set by the Board. The Board and Superintendent shall meet during the first three months of this Contract of Employment to fix the goals and objectives.

III. TRAVEL AND EXPENSES

The Superintendent shall receive a monthly stipend of \$300.00 for necessary travel expenses incurred in the performance of services for the District within the scope of his employment. This allowance does not include reimbursement for the expenses of conventions. Reimbursement for conventions shall be on the basis of separate claims for each convention approved in advance by the Board and attended by the Superintendent.

IV. DUTIES AND RESPONSIBILITIES

1. The Superintendent is a management employee of the District and is the chief executive officer and the secretary to the Board subject to the authority of the Board. The Superintendent shall hold all credentials necessary for his position. Failure by the Superintendent to maintain all credentials necessary for his position shall be interpreted as a material and substantial breach of this Contract of Employment. The Superintendent shall faithfully and competently perform all duties and responsibilities required by the Board and/or applicable and relevant law during the term of this Contract of Employment provided, however, that the Superintendent by agreement with the Board obtained in advance, may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations. Pursuant to Education Code section 35161 the Board delegates to the Superintendent only those powers and duties specifically and clearly stated in this Contract of Employment, adopted Board Policies or other actions of the Board referenced in official minutes of the Board.

2. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board. The Superintendent will have the responsibility, subject to approval by the Board, to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, so as to best serve the District. The Board, individually and collectively, will inform the Superintendent of criticisms, complaints and suggestions relative to the administration of the District.

V. VACATION, HOLIDAYS, AND SICK LEAVE

a. In each school year of this Contract of Employment, the Superintendent shall receive 29 working days of vacation, exclusive of employee holidays and weekends

At the beginning of each school year during the term of this Contract of Employment, the Superintendent shall notify the Board of the Superintendent's anticipated schedule for use of vacation days during that year.

Accrued vacation is limited to 50 days; once accrued vacation reaches the maximum of 50 days, no further accrual shall occur until the Superintendent has used at least 5 accrued vacation days. Subject to this maximum accrual, earned vacation shall accumulate from year to year. The Board, at its discretion, may pay the Superintendent the cash value of some or all of the Superintendent's accrued vacation to limit the amount carried over from year to year.

Upon the expiration or termination of this Contract of Employment, the Superintendent shall be entitled to compensation for all accrued and unused vacation days at the then-current salary rate.

b. The Superintendent shall be afforded all holidays provided to employees of the District pursuant to Education Code section 37220, and any additional local

holidays approved by the Board for 12-month employees at the time the annual calendar is adopted.

c. The Superintendent shall accrue sick leave at the rate of 12 days per year at the rate of one sick leave day per full calendar month of service. Sick leave shall accumulate from year to year without limitation as provided by state law and any applicable Board Policy.

HEALTH AND WELFARE BENEFITS

1. In lieu of participation in the District's health and welfare benefit plans, during the term of this Contract of Employment the Superintendent shall receive an annual payment of \$1,000.00.

2. The Superintendent shall submit to a fitness for duty examination by a licensed medical provider of his choosing, and at District expense. A report regarding his fitness shall be forwarded to the Board President by June 30 of each year of this Contract of Employment. The report shall specifically state whether the Superintendent has any medical condition that would impair his ability to perform the essential functions of his position, with or without accommodation.

VI. DUES AND MEMBERSHIPS IN ASSOCIATIONS AND ORGANIZATIONS

1. The Superintendent shall have his dues paid by the District for membership in the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development, and a civic organization of his choice paid by the District.

2. The Superintendent also may attend appropriate meetings at the local, state and national level, with the expenses of such attendance to be paid by the District.

VII. EVALUATION PERFORMANCE OBJECTIVES

1. Following the first increment of this Contract of Employment, by September 30 of each school year, the Board and Superintendent shall agree upon a limited number of objectives that shall be used to evaluate the Superintendent's performance. These objectives shall reflect established goals and needs of the District with regard to the education program, personnel, operations, management, community relations, Board-Superintendent relations, and professional leadership. For each objective, the Board and Superintendent shall identify in writing the activities to be performed, expected results and timeliness, and resources or constraints that may affect achievement.

2. By June 1 of each year, each Board member shall independently rate the Superintendent's performance for that school year in each performance objective. The Board shall meet in closed session to discuss these evaluations.

The Board shall examine all Board members' ratings and reach a consensus as to each performance objective. The Board president or designee shall then develop a single evaluation illustrating the Board's collective judgment of each objective, and provide a copy to the Superintendent.

By June 30 of each year, the Board shall meet in closed session with the Superintendent to discuss the evaluation. The Superintendent and Board members shall agree upon and sign an evaluation summary.

Additional evaluations may be arranged at any time during the school year at the request of either the Board or the Superintendent.

VIII. TERMINATION OF AGREEMENT AND/OR EMPLOYMENT

1. Both the Board and the Superintendent acknowledge that the employment relationship between the Board and the Superintendent is very important to the District and must include mutual professional respect and cooperation. Both the Board and the Superintendent also acknowledge that this employment relationship is a professionally intimate one that may evolve to a status where it should be terminated even though no fault may be attributed to either party. Finally, both the Board and the Superintendent acknowledge that any termination of a Contract of Employment may have an adverse impact on the Superintendent's reputation as an administrator and/or as an educator. In light of these acknowledgments and with full knowledge of their legal rights and obligations under applicable law, the Board and the Superintendent hereby agree to the following specific and complete conditions whenever the Board determines within its sole discretion to end the employment relationship.

- a. The Board at any time, within its sole discretion, may terminate this Contract of Employment and the Superintendent's employment as an administrator and as a permanent certificated employee, by giving at least 60 days' prior written notice to the Superintendent.
- b. On the last date of his employment, after receiving the above-referenced written notice, the Superintendent shall receive from the Board a lump sum amount equal to his then-current monthly salary multiplied by the number of months remaining on the term of this Contract of Employment. In accordance with Section I of this Contract of Employment and the California Government Code, however, the maximum amount shall not exceed 18 months. Taxes and other required deductions will be made on the amount. Acceptance of this lump sum amount shall be interpreted as a voluntary resignation by the Superintendent from his employment with the District. The Superintendent agrees that the payment of this single lump sum amount completely releases and discharges the District from all claims and causes of action the Superintendent may have against the District. The Superintendent agrees that the payment of this single lump sum amount is sufficient and full consideration for his termination of employment from the District and for his loss of all rights as a permanent certificated

employee. The Superintendent also fully agrees that if he should file any claim or cause of action against the District related to his termination of employment, he must immediately repay the entire lump sum amount to the District.

2. In the event the Board determines not to reelect or reemploy the Superintendent upon the expiration of this Contract of Employment, the Board shall give written notice at least 90 days prior to the expiration of this Contract of Employment. The Board and the Superintendent agree that this provision is intended to implement the notice requirement in Education Code section 35831 except that the notice of non-reelection or non-reemployment shall be given at least 90 days prior to the expiration of this Contract of Employment. The Board and the Superintendent also agree that if the notice requirement in Education Code section 35031 is amended to be longer than 90 days, such longer period shall be applicable to this Contract of Employment.

If the Board provides timely written notice of non-reelection or non-reemployment under this provision, and the Superintendent has satisfied the statutory requirements for status as a permanent certificated employee of the District, the Superintendent either (1) shall be reassigned to a teaching position for the following school year, or (2) may, at his option, accept the lump sum amount described in provision 1, immediately above. If the Superintendent wishes to choose option (2), he must so notify the Board in writing at least 30 days prior to the expiration of this Contract of Employment. The Superintendent fully agrees that if he should choose this option, he voluntarily waives all rights as a permanent certificated employee of the District. Acceptance of the lump sum amount shall be interpreted as a voluntary resignation by the Superintendent from his employment with the District. The Superintendent agrees that the payment of the lump sum amount completely releases and discharges the District from all claims and causes of action the Superintendent may have against the District. The Superintendent fully agrees that the payment of this lump sum amount is sufficient and full consideration for his termination of employment from the District and for his loss of all rights as a permanent certificated employee. The Superintendent also fully agrees that if he should file any claim or cause of action against the District related to his termination of employment, he must immediately repay the entire lump sum amount to the District.

3. Notwithstanding provision 1 or provision 2 immediately above, the Board reserves the right to terminate the Superintendent's employment as a permanent certificated employee pursuant to the reasons and the procedure authorized by law for the termination of permanent certificated employees. Any such termination as a permanent certificated employee shall terminate this Contract of Employment, and the Superintendent shall not receive or be entitled to receive the severance pay and benefits in provision 1 or provision 2 immediately above.

4. This Contract of Employment may be amended or terminated at any time with the written mutual concurrence of the Board and the Superintendent.

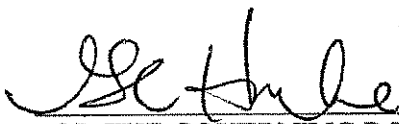
5. Should the Superintendent voluntarily seek full-time employment outside of the District during the term of this Contract of Employment, and become a bona fide finalist

for full-time employment outside the District, the Superintendent immediately shall so notify the Board in writing.

IX. MISCELLANEOUS PROVISIONS

1. All promises contained herein are severable and in the event any of them shall be held invalid by any court of competent jurisdiction, this Contract of Employment shall be interpreted as if such invalid promise(s) were not contained herein.

2. This Contract of Employment is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and the policies of the Board. Said laws and policies are hereby made a part of the terms and conditions of this Contract of Employment as though fully set forth herein.



FOR THE GOVERNING BOARD




TOM PELLEGRINO

12-12-12
DATE

12/21/12
DATE

11/14/12
DATE APPROVED BY THE BOARD

Thomas V. Pellegrino Superintendent Bruce E. Cochrane Director Human Resources and Pupil Services Robert W. Turner Business Manager	Alpine Union School District Where Children Come First  1323 Administration Way, Alpine, CA 91901 619-445-3236; 619-445-7045 FAX www.alpineschools.net	Board of Trustees: Dr. Tim Caruthers Glenn Dickie Gina C. Henke Joseph P. Perricone Eric Wray
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SIDE LETTER OF AGREEMENT
BETWEEN
ALPINE UNION SCHOOL DISTRICT AND ALPINE TEACHERS' ASSOCIATION
March 5, 2014

TENTATIVE AGREEMENT ADJUSTMENT

The Alpine Union School District and the Alpine Teachers' Association have agreed to make the following change to the terms of the Retirement Incentive portion of the Tentative Agreement dated February 25, 2014.

Unit members who submit an irrevocable letter of retirement/resignation on or before the close of business on March 5, 2014 will receive a one-time incentive of \$10,000.

District Representative



Tom Pellegrino
Superintendent

3/4/2014
Date

ATA Representative



Gayle Malone
President

3-4-14
Date

AGENDA
PUBLIC MEETING OF THE BOARD OF TRUSTEES
ALPINE UNION SCHOOL DISTRICT
AUSD Board Room, 1323 Administration Way
Regular Meeting - March 13, 2014
5:00 p.m. Closed Session
6:00 p.m. Public Session

- | | | |
|-------------|-----|---|
| Oral | 1.0 | ATTENDANCE AT THIS REGULAR MEETING
(Board members arriving after the meeting begins will be marked
PRESENT at that point in which they arrive) |
| Oral | 2.0 | PLEDGE OF ALLEGIANCE |
| Oral/Action | 3.0 | REQUESTS TO ADDRESS THE BOARD
.01 Statement to the Board concerning closed session items and/or
that are within the subject matter jurisdiction of the Board. The
Board reviews the right to limit the amount of time a citizen may
speak. Each speaker shall give his/her name and address.
.02 Board Responses |
| Oral/Action | 4.0 | CLOSED SESSION
a. Public Employment/Appointment (Gov. Code 54957)

The Board will discuss certificated and classified personnel
matters.
b. Conference with Labor Negotiators (Gov. Code 54954.5)

Agency Designated Representatives: Superintendent Tom
Pellegrino, Director of Human Resources and Pupil Services
Bruce Cochrane, members of the district negotiating team
Employee Organization(s): ATA and CSEA
c. Public Employee Performance Evaluation (Gov. Code 54954.5)

Title: Superintendent |
| Oral | 5.0 | POSSIBLE CHANGES TO ORDER OF AGENDA |

AGENDA
PUBLIC MEETING OF THE BOARD OF TRUSTEES
ALPINE UNION SCHOOL DISTRICT

AUSD Board Room, 1323 Administration Way

Regular Meeting - March 13, 2014

5:00 p.m. Closed Session

6:00 p.m. Public Session

Action 6.0 APPROVAL OF MINUTES

.01 Regular Meeting Minutes of February 20, 2014

It is recommended that the Board approve the Regular Meeting Minutes of February 20, 2014, as written.

Oral 7.0 SUPERINTENDENT'S REPORT

.01 Student School Board Members' Reports

.02 Report on LCAP Input and Planned Process

Oral/Action 8.0 REQUESTS TO ADDRESS THE BOARD

.01 Statement to the Board concerning agenda items and/or items of interest to the public that are within the subject matter jurisdiction of the Board. The Board reviews the right to limit the amount of time a citizen may speak. Each speaker shall give his/her name and address.

.02 Board Responses

Action 9.0 ADOPTION OF THE CONSENT CALENDAR

Action by the Board of Trustees in ADOPTION OF THE CONSENT CALENDAR at this point in the Agenda, means all items appearing in the right hand column *(Items constituting the CONSENT calendar), are adopted by one single motion, unless a member of the Board or the Supt. Requests any such item be removed and voted on separately. Generally, CONSENT CALENDAR items are matters which the Board members consent to be routine in nature and should be acted upon in one single motion to conserve time and permit focus on other-than-routine matters on the Agenda.

.01 Approval of Payroll and Commercial Warrants

.02 Personnel Actions

.03 Conference Attendance Requests

.04 Acceptance of Donations

.05 Approval of Local Education Agency Plan Addendum

.06 Approval of Second Interim Financial Certification

AGENDA
PUBLIC MEETING OF THE BOARD OF TRUSTEES
ALPINE UNION SCHOOL DISTRICT
AUSD Board Room, 1323 Administration Way
Regular Meeting - March 13, 2014
5:00 p.m. Closed Session
6:00 p.m. Public Session

- | | | |
|--------------|------|--|
| Written/Oral | 10.0 | WRITTEN AND ORAL COMMUNICATIONS |
| | .01 | Employee Association Reports: ATA and CSEA, Chapter 607 |
| | .02 | Report on Alpine Education Foundation (AEF) |
| | .03 | Report on K12 Solution |
| | .04 | Report by Site Principals on Effective Uses of MAP |
| Action | 11.0 | ACTION CALENDAR |
| | .01 | <u>Adoption of Resolution #03-13-14/01 - Reduction or Elimination of Certain Certificated Services</u> |
| | .02 | <u>Approval of AUSD & ATA Collective Bargaining Agreement</u> |
| | .03 | <u>Align Management, Confidential and Board with ATA Agreement</u> |
| Oral | 12.0 | BOARD COMMUNICATIONS |
| | 13.0 | ADJOURNMENT AND ANNOUNCEMENT OF NEXT MEETING |

ALPINE UNION SCHOOL DISTRICT
BOARD AGENDA ITEM SUMMARY

MEETING DATE: March 13, 2014

TITLE: Board Approval of Agreement with AUSD and ATA

EXHIBIT: Attached

EXPLANATION: Approval of the attached agreement allows the District to restore partial certificated pay effective April 1, 2014 to employees, raise the health care CAP to \$9,500 per employee and remain solvent. The agreement also requires restoration of salaries if 2014-15 school year gap funding is 28% or more. SDCOE has reviewed the agreement and has deemed the agreement financially sustainable through 2015-16.

FISCAL IMPACT: The fiscal impact of this agreement allows the District to operate with prudence and restore salaries as new monies flow to the District

RECOMMENDATIONS: Approval of the Agreement

COMMENTS: The District would like to thank certificated employees for the 96% ratification vote approving this agreement.

Motion: _____

Second: _____

Ayes: _____

Noes: _____

TENTATIVE AGREEMENT 11:20 AM

District Proposal #6

~~2/24/2014~~ 2/25/2014

1) RESTORATION IN 2013-2014

2% shall be added to the certificated salary schedule effective April 1, 2014. The maximum contribution for health and welfare benefits shall be increased to \$9,500 per year effective January 1, 2014.

2) RESTORATION IN 2014-2015 and STAFF DEVELOPMENT

2% shall be added to the certificated salary schedule effective July 1, 2014 contingent upon the receipt of 28.05% "Gap Funding" for the 2014-2015 benefit year.

In addition to the foregoing, unit members shall receive a one-time stipend equivalent to .56% per day for attending two days of staff development during the 2014-2015 school year dedicated to common core training. Attendance shall be mandatory and the date shall be mutually determined by the parties (unit members must attend in order to receive the stipend).

3) ADDITIONAL RESTORATION

For the 2014-2015 school year, for every 1.5% increase in "Gap Funding" above 28.05%, an additional .5% will be added to the salary schedule effective July 1, 2014. As an example, if "Gap Funding" is 38%, 3.5% will be added to the certificated salary schedule effective July 1, 2014.

Example 1:

Projected Gap Funding as of 2/22/2014 = 28.05

Actual Gap Funding as of State Budget Adoption = 34.5

$34.5 - 28.05 = 6.45$

~~$6.45 / 3 = 2.15$~~ $6.45 / 1.5 \times .5 = 2.15$

2.15% restored to the salary schedule and 4 days per paragraph (4) below restored to the work year.

4) FURLOUGH DAYS

The certificated work year shall be reduced from 185 to 179 days in 2013-14. The certificated work year shall be reduced from 185 to 178 days in 2014-2015, and unless agreed otherwise, the certificated work year will return to 185 days thereafter. If "Gap Funding" exceeds 28% in 2014-2015, for every .5% restored to the salary schedule pursuant to paragraph 3 above, one day will be added to the 2014 work year.

5) CLASS SIZE

K-3 classes shall be maintained at or below 28 to 1 as measured by the school site average (it is the intention of the parties to take advantage of the collective bargaining agreement exemption contained in the State Budget Act of 2013).

4th and 5th grade classes shall be maintained at or below 31 to 1 as measured by a District average.

6th-8th grade classes shall be maintained at or below 32 to 1 as measured by a District average.

Individual class sizes may exceed the average.

(11.1) When any individual 4th or 5th grade class exceeds 32 students for ten (10) consecutive instructional days, the District will provide three hours of instructional aide time until enrollment drops below 32. Once the additional aide time has been provided, the teacher receiving the support will then receive the next two overload students to enroll in that grade level. In such event, if enrollment exceeds 35 students for ten (10) instructional days, the teacher receiving such support shall receive an additional 3 hours of instructional aide time until enrollment drops below 35.

(11.3) No fourth or fifth grade class may exceed 36.

6) PAR

If the Panel is convened, Panel Members shall be paid 50% of the rates set forth in the CBA.

7) RETIREMENT INCENTIVE

Unit members who submit an irrevocable letter of retirement/resignation on or before the close of business on March 5, 2014 will receive a one-time incentive of \$8,000.

8) HOURS OF EMPLOYMENT

The workday shall return to "not to exceed 7-1/2 hours".

9) NO REPRISALS and SETTLEMENT OF CLAIMS

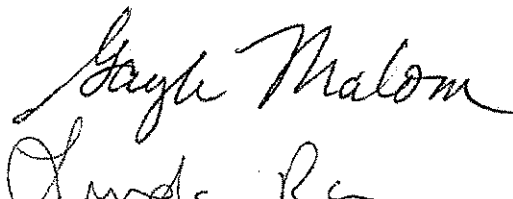
The Association and the District, having resolved the current dispute, agree to return the District to normalcy. To promote this end, neither party, nor its agents, shall take any punitive action or reprisal against each other, any individual, including pupils, parents, or organizations on account of participation, involvement, support, sympathy or lack thereof as related to any activities involved in the current dispute. This clause shall not preclude the investigation and reporting of any criminal activity. In addition to the foregoing, the parties agree that this Agreement settles any and all claims, including but not limited to any unfair labor practices related to the impasse and Governing Board implementation.

This Agreement will be in effect from July 1, 2013 through June 30, 2015. Both parties shall have the right to reopen salary, health benefits plus three articles in 2014-2015.

FOR THE DISTRICT:



FOR THE ASSOCIATION:



Handwritten signature of Gayle Malom, with the name "Gayle Malom" written above it.



SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 LINDA VISTA ROAD, SAN DIEGO, CALIFORNIA 92111-7399 (858) 292-3500

Superintendent of Schools
Randolph E. Ward, Ed.D.

March 7, 2014

Mr. Tom Pellegrino
Superintendent
Alpine Union School District
1323 Administration Way
Alpine, CA 91901-9401

Dear Mr. Pellegrino:

On February 28, 2014, we received the Alpine Union School District's Disclosure of Collective Bargaining Agreement in accordance with AB1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5. The proposed agreement for the Alpine Teacher's Association runs from July 1, 2013 to June 30, 2015. The agreement will be acted upon by the Governing Board at its meeting on March 13, 2014.

The result of the agreement for the Alpine Teacher's Association is to increase the certificated salary and benefit costs by \$92,700 for fiscal year 2013-14 and by \$360,400 for fiscal year 2014-15. These represent an ongoing salary increase equal to 2% for fiscal year 2013-14 effective April 1, 2014, a maximum district contribution to the health and welfare benefits of \$9,500 effective January 1, 2014, six furlough days in 2013-14 and seven for 2014-15, and a 2% salary increase for fiscal year 2014-15 if the Local Control Funding Formula (LCFF) gap funding is at least 28.05%. We note that for fiscal year 2014-15, an additional .5% will be added to the salary schedule for each 1.5% increase in gap funding above 28.05% effective July 1, 2014.

As a result of these proposed changes, the district is projecting to maintain a positive fund balance and minimum 3% reserve for economic uncertainties in 2013-14, 2014-15 and 2015-16.

Section 3547.5 of the Government Code requires the district superintendent and the chief business official to certify in writing that the cost of a collective bargaining agreement can be met during the term of the agreement. Furthermore, E.C. 42142 requires school districts to adopt necessary budget revisions within 45 days of approval of a collective bargaining agreement. Please incorporate these budget revisions into the district's 2013-14 Estimated Actuals Report following the adoption by the governing board.

Board of Education

Mark C. Anderson Susan Hartley Sharon C. Jones Lyn Neylon Gregg Robinson

SERVICE AND LEADERSHIP

We encourage the district to carefully monitor budgeted funds, property tax revenues, and ADA projections during the 2013-14 school year. Please notify our office immediately if the district anticipates any type of financial shortfall. You may direct any questions or concerns to me at (858) 292-3618, or your business consultant, Beth Saba, at (858) 292-3601.

Sincerely,



Lora Duzyk
Assistant Superintendent
Business Services Division

LD: BS: SR

cc: Rob Turner, Business Manager, Alpine Union School District
Brent Watson, Executive Director, District Financial Services, SDCOE
Beth Saba, Consultant, Business Advisory Services, SDCOE
Tammy Britt, Retirement Systems, Specialist, SDCOE

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);

GC § 3547.5 (Statutes of 2004, Chapter 52)

(Insert School District Name Here)

Name of Bargaining Unit: Alpine Teacher's Association Certified: xxx Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2013 Ending: 6/30/2015

This agreement will be acted upon by the Governing Board at its meeting on: 13-Mar-14
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2013-14		Year 2 2014-15		Year 3 2015-16	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement							
2. Salary Schedule - Increase (Decrease)	\$0.00	\$37,440.00	2.00%	\$278,000.00	4.00%	\$278,000.00	4.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$0.00	\$24,000.00					
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.		\$4,260.00	2.00%	\$28,400.00	4.00%	\$28,400.00	4.00%
5. Health/Welfare Benefits - Increase (Decrease)		\$27,000.00		\$54,000.00		\$54,000.00	
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$0.00	\$92,700.00		\$360,400.00		\$360,400.00	
7. Total Number of Represented Employees		91.00		91.00		91.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)		\$1,018.68	1.47%	\$39,640.44	4.40%	\$3,960.44	4.40%

Impact on other Funds: _____

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

+2% salary schedule effective April 1, 2014, +2% salary schedule effective 07/01/2014 if LCFF gap funding at least 28.05% with additional +.5% salary schedule for each 1.5% increase in gap funding above 28.05%

Health benefits cap to \$9,500 effective 01/01/14.

One-time \$8,000 stipend for each teacher who submits irrevocable letter of retirement on or before March 5, 2014.

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

class sizes : K-3 maintained at 28 to 1 or below site average.

4th & 5th grade maintained at 31 to 1 or below district average.,

6th - 8th maintained at 32 to 1 or below district average. A 3 hour instructional aide will be provided for any 4th - 5th class in excess of 32 students

Six (6) furlough days for 2013-14 & Seven (7) for 2014-15

- C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

none

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

LCFF gap funding must be minimum of 28.05% in 2014-15 for +2% salary schedule effective 07/01/14.

Either party has the right to reopen salary, benefits & three articles in 2014-15

E. Source of Funding for Proposed Agreement

1. Current Year

Reserves

2. How will the ongoing cost of the proposed agreement be funded in future years?

LCFF gap funding increases

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$14,769,604
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	1,710.00
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$443,088.12

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$618,918.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$618,918.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes☐ No**G. Certification**

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)

3/4/14
Date



Chief Business Official
(Signature)

2/28/2014
Date

Contact Person: Rob Turner Telephone No.: 619/445-3236

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 13-Mar-14
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 01/16/2014	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	11,264,508			11,264,508
Remaining Revenues (8100-8799)	2,778,050			2,778,050
TOTAL REVENUES	14,042,558	0	0	14,042,558
EXPENDITURES:				0
1000 Certificated Salaries	6,919,736	61,440	3,500	6,984,676
2000 Classified Salaries	2,567,612		2,100	2,569,712
3000 Employee Benefits	2,784,014	31,260	5,320	2,820,594
4000 Books and Supplies	681,053			681,053
5000 Services and Operating Expenses	1,217,619			1,217,619
6000 Capital Outlay				0
7000 Other				0
TOTAL EXPENDITURES	14,170,034	92,700	10,920	14,273,654
OPERATING SURPLUS (DEFICIT)	(127,476)	(92,700)	(10,920)	(231,096)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	495,950			495,950
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(623,426)	(92,700)	(10,920)	(727,046)
BEGINNING BALANCE	1,506,463			1,506,463
CURRENT YEAR-ENDING BALANCE	883,037	(92,700)	(10,920)	779,417
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)				0
Restricted (9740)	85,499			85,499
Committed (9750/9760)				0
Assigned (9780)	75,000			75,000
Reserve Economic Uncertainties (9789)	722,538	(92,700)	(10,920)	618,918
Unassigned/Unappropriated (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

ALPINE UNION SCHOOL DISTRICT

AB 1200 Disclosure - March 13, 2014

Multi-Year Budget Projection

Unrestricted & Restricted Funds

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Beginning Balance, July 1	\$1,506,463	\$ 779,417	\$ 652,417
<u>INCOME</u>			
Spec Ed Property Taxes	\$ 60,000	\$ 60,000	\$ 60,000
LCFF	11,204,508	11,763,000	11,763,000
Federal	672,924	656,000	656,000
Other State	285,742	280,000	280,000
Common Core	372,600	0	
Other Local	616,784	645,000	665,000
Special Education SELPA	<u>830,000</u>	<u>806,000</u>	<u>806,000</u>
TOTAL INCOME	\$14,042,558	\$14,210,000	\$14,230,000
 TOTAL AVAILABLE FUNDS	 \$15,549,021	 \$14,989,417	 \$14,882,417
<u>EXPENDITURES</u>			
Certificated Salaries	\$6,984,676	\$6,903,000	\$6,933,000
Classified Salaries	2,569,712	2,595,000	2,630,000
Employee Benefits	2,820,594	2,573,000	2,609,000
Supplies	681,053	519,000	468,000
Other Operating Expenses	1,217,619	1,243,000	1,162,000
Capital Outlay	0	0	0
Debt Service	<u>495,950</u>	<u>504,000</u>	<u>503,000</u>
TOTAL EXPENDITURES	\$14,769,604	\$14,337,000	\$14,305,000
 ENDING BALANCE : Restricted	 \$ 85,500	 \$	 \$
: Unrestricted	693,917	652,417	577,417
	5.3%	4.6%	4.0%
 <i>DEFICIT SPENDING</i>	 \$ 727,046	 \$ 127,000	 \$ 75,000

- Projected ADA : 1,784 ADA in 2012-13, 1,710 ADA in 2013-14, 1,660 in 2014-15, 1,660 in 2015-16
- LCFF Gap Funding : 11.78% in 2013-14, 28% in 2014-15 & 10.5% in 2015-16
- COLA : 1.57% in 2013-14, 1.87% in 2014-15, 1.99% in 2015-16
- Staffing : wage step/class increases included for all years
 - : + 4.73% salary restored in 2013-14 effective 07/01/2013 for CSEA, ATA & MB&C
 - : -7.588% salary reduction effective 01/01/2014 ATA & MB&C
 - : +2% salary increase effective 04/01/2014 for ATA & MB&C
 - : +2% salary increase effective 07/01/2014 for ATA & MB&C
 - : regular ed classroom teachers = 66 FTE in 2013-14 & 64 FTE thereafter
 - : 3 teachers retire June 30, 2014 & 2 retire June 30, 2015
 - : Spanish Immersion teachers: +2 in 2013-14, +1 in 2014-15, +1 in 2015-16
- Health Insurance : 2014 rates +8% for future years
 - : \$9,500 CAP effective 01/01/14 for ATA & MB&C all years
- Other Employee Benefits : STRS 8.25% all years, PERS 11.442% in all years, Medicare 1.45% all years,
 - Unemployment .05% all years & WComp 1.61% all years
- +\$75,000 for facilities safety/deferred maintenance for 2014-15 & 2015-16
- 2 NPS students in 2013-14, 2014-15 and both graduate June 2015
- Endeavor charter school starts August 2013 with 275 ADA & expands each year thereafter
- Federal sequestration funding loss of 5.9% in 2013-14 and 8.7% in 2014-15 & 2015-16
- 1st of 16 annual COP payments due April 2014

ALPINE UNION SCHOOL DISTRICT
BOARD AGENDA ITEM SUMMARY

MEETING DATE: March 13, 2014

TITLE: Align Management, Confidential Employees and the Board with
the 2/25/14 ATA & AUSD Agreement

EXHIBIT: Attached

EXPLANATION: When the Board unilaterally implemented the 7.58% reduction and \$8,000 health benefit CAP on management and confidential and itself in May of 2013, the Board stated that these parties would be ultimately brought in line with salaries and benefits once an agreement was reached with employee groups. Approval will bring management, confidential employees, and the Board in line with ATA concessions in salary and limits on health benefit contributions.

FISCAL IMPACT: This action lowers the management, confidential and Board salary and benefit savings to the District for the 2013-14 school year from \$180,000 to \$101,000.

RECOMMENDATIONS: Approval of Requested Board Action

COMMENTS:

Motion: _____ Second: _____ Ayes: _____ Noes: _____

Details of the Alignment of Management, Confidential Employees and the Board with the AUSD & ATA Agreement on 2/25/14.

The Board agrees to apply the ATA adjustments in salary compensation, health benefits, furlough days, and retirement incentive to the following parties: Site and district management, confidential employees, and the Board who are employed by the school district as of March 1, 2014.

The application of salary specifically means that parties specified above will have 4.73% salary retroactively restored from their June 2013 salaries effective July 1, 2013 to December 31, 2013. From January 1, 2014 to April 1, 2014 salaries will be calculated with a -7.588% reduction. From April 1, 2014 to June 30, 2014, salaries will then be partially restored by increasing 2%. Effective July, 1 2014, for the 2014-15 school year, salaries for the parties referenced in paragraph one will be adjusted in line with the ATA membership.

The application of health benefit adjustments will specifically apply to the parties specified above. The parties will have health benefits retroactively restored in line with ATA benefits (100% district paid) from their June 30, 2013 to December 31, 2013 payrolls. Effective January 1, 2014, health benefit employee contributions will be calculated with a \$9,500 maximum unless other Board action is taken.

Furlough days will be applied during the 2013-14 and 2014-15 school years to management and confidential employees. Management and confidential employees shall receive an equal percentage of furlough days using the ratio established by the teacher work year and the 6 or 7 furlough days approved for 2013-14 and 2014-15. This ratio is specified at 6/185 in 2013-14 and 7/185 in 2014-15. Management and confidential employees shall use furlough days on a roving basis approved by the Superintendent with 2013-14 furlough days used by March 14th, 2015 and 2014-15 furlough days used by March 14th, 2016. Any unused 2013-14 or 2014-15 furlough days will be forfeited after the previously stated annual deadlines for use.

The terms of the retirement incentive specified in the ATA agreement shall apply to all currently employed management and confidential employees within the District.