

## AWARD

1. For the reasons stated herein, the grievance is SUSTAINED.
2. The District shall pay one week's salary, at the teacher's base rate, to all teachers who taught full time in the 2010-11 school year under a 5 of 7 schedule and who were full time teachers in school year 2011-12 teaching under a 6 of 8 schedule. Teachers who taught part time in the 2010-11 school year under a 5 of 7 schedule and who were part-time teachers in school year 2011-12 teaching under a 6 of 8 schedule shall receive a *pro rata* portion their full-time base rate based on their FTE during the 2011-12 school year.
3. The District shall reserve and hold in trust an amount equal to one week of teacher's pay at the BA+0 Schedule F rate for every "teaching" FTE in the District's high schools in school year 2011-12. The District shall advise the Association of the total amount held in trust, and the Association shall determine how to allocate that amount among the Association's high school teaching members consistent with this opinion and award. Once determined, the Association shall notify the District which teachers should be paid what proportion of the amount held in trust. Once notified by the Association, the District shall promptly pay the identified teachers.
4. The District shall reimburse the Association for the release-time compensation paid by the Association for its building representatives to attend the April 22, 2011 meeting.
5. If the District continues with a 6 of 8 schedule for the 2012-13 school year, the District shall:
  - a. Cease and desist from permitting students from taking more than seven (7) credited class during a single semester (except for Special Education students and Academic Priority students);
  - b. "Start a conversation for relief" when any high school reaches a computed student load of 166; and
  - c. Cease and desist from assigning any teacher a computed student load in excess of 180.
6. I retain jurisdiction for until June 3, 2012 to resolve issues relating to the implementation of this award. Either party may unilaterally request an extension of this retained jurisdiction.
7. In accordance with CBA Article 8D3, the parties shall equally share my fees and expenses.

Respectfully submitted this 3<sup>rd</sup> day of April 2012,

*WF Reeves*  
William F. Reeves,  
Arbitrator

**William F. Reeves**

Digitally signed by William F. Reeves  
DN: cn=William F. Reeves, o, ou=Arbitrator,  
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Date: 2012.04.03 07:01:12 -07'00'

Certificate of Service: The undersigned hereby certifies that on the 3<sup>rd</sup> day of April 2012, a true and correct copy of this Opinion and Award was electronically sent to the following: Nancy Hungerford and Margaret Olney. By *WF Reeves*