

SPECIAL MEETING OF THE GOVERNING BOARD

Administrative Center 1500 "N" Avenue National City, CA 91950

Tuesday, November 16, 2021

Open Session -- 4:00 p.m.

The public may view the meeting by accessing the following link: https://youtu.be/d69w7YGx2Uw

(If you are having trouble with the link, please try copying and pasting the link to the address bar in your browser.)

AGENDA

If you wish to speak to the Board, please fill out a *Request to Speak* card located on the table at the entrance to the Board Room.

NATIONAL SCHOOL DISTRICT

1500 'N' Avenue ● National City, CA 91950 ● (619) 336-7500 ● Fax (619) 336-7505 ● http://nsd.us

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Ms. Maria Dalla, Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT Title: Principal

- 5. RETURN TO OPEN SESSION
- **6.** CALL TO ORDER
- 7. PLEDGE OF ALLEGIANCE
- 8. ROLL CALL

9. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Ms. Maria Dalla, Board President

10. BUSINESS SERVICES

10.1. Conduct a public hearing for the Collective Bargaining Agreements with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

10.2. Approve the Tentative Agreement between the California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District for the 2021-2022 school year.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

10.3. Approve an increase for confidential, supervisory and noncontracted management personnel of three percent (3%) on-schedule and a half percent (.5%) off-schedule salary payment for the 2021-2022 school year.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

11. ADJOURNMENT

Maria Dalla, Board President

1. CALL TO ORDER Agenda Item:

Agenda Item: 2. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Speaker: Ms. Maria Dalla, Board President

Quick Summary / Abstract:

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: 3. ADJOURN TO CLOSED SESSION

Agenda Item: 4. CLOSED SESSION

Quick Summary / Closed session in accordance with Government Code Section 54957:

Abstract:

PUBLIC EMPLOYEE APPOINTMENT

Title: Principal

5. RETURN TO OPEN SESSION Agenda Item:

Agenda Item: 6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE Agenda Item:

Agenda Item: 8. ROLL CALL

Quick Summary /

Board:

Abstract: Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee Ms. Michelle Gates, Trustee Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services Dr. Leticia Hernandez, Assistant Superintendent, Human Resources Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: 9. PUBLIC COMMUNICATIONS

Speaker: Ms. Maria Dalla, Board President

Quick Summary / Abstract:

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **10. BUSINESS SERVICES**

Agenda Item: 10.1. Conduct a public hearing for the Collective Bargaining Agreements

with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR

Title V, Section 15449.

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary /

Abstract:

The District has proposed to give all California School Employees Association (CSEA) and its Chapter 206 members a 3% on-schedule salary increase, a 1% off-schedule one-time payment for professional development, and an increase to the health and welfare benefits cap to \$15,282.

nearth and wertare benefits cap to \$13,202

Comments: This public hearing is to review the cost of the Tentative Agreement between the

Board of Education and California School Employees Association (CSEA) and its Chapter 206, effective July 1, 2021, pending AB 1200 approval by the San Diego County Office of Education and ratification by the California School Employees

Association Unit (CSEA).

Financial Impact: Salary and benefits cost:

2021-2022: \$515,887 2022-2023: \$417,152 2023-2024: \$419,371

Annual cost

General Fund, Child Development Fund, and Cafeteria Special Revenue Fund

Attachments:

AB1200 Disclosure CSEA

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); GC § 3547.5 (Statutes of 2004, Chapter 52)

National School District

Name of Bargaining Unit:CSEA			Certificated:		Classified:	×
The proposed agreement covers the period:	Beginning:	7/1/2021		Ending:	6/30/2024	
This agreement will be acled upon by the Governing	Board at ts meeting	on:		11/18/202		

A. Proposed Change in Compensation

		Cost Prior to Proposed			I Impact of Propo			
	Compensation	Agreement	2021- 20		Year 2 2022 - 20		Year 3 2023 - 20	
		(a) =	(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1	Step & Column - Increase	Φ						
	(Decrease) due to movement plus any changes due to settlement	\$7,581,612.00	\$0.00	0.00%	\$3,639.17	0.05%	\$3.697.40	0.05%
2	Salary Schedule - Increase							
	(Decrease)	\$7,581,612.00	\$227,448.36	3.00%	\$227,448.36	2.91%	\$227,448.36	2.83%
3.	Other Compensation - Increase							
	(Decrease) in Stipends, Bonuses, etc	\$7,581,612.00	\$93,081.44	1.23%	\$0.00	0 00%	\$0.00	0.00%
4.	Statutory Benefits - Increase							
	(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,105,619.00	\$72,133.91	3.43%	\$69,976.89	3.21%	\$71,102,63	3.16%
-	-Health/Welfare Benefits -							
•	Increase (Decrease)	\$1,605,243.00	\$60,495.00	3.77%	\$60,495.00	3.63%	\$60,495.00	3.50%
3	Total Compensation Increase							
	(Decrease) Total Lines 3(a), 4(a), 5(a)	\$11,292,474.00	\$453,158.71	4.01%	\$361,559.42	3.08%	\$362,743.39	3.00%
,	Total Number of Represented							
	Employees	274.00	274.00		274.00		274.00	
A —	Total Compensation Cost for							
,	Average Employee - Increase (Decrease)	\$41,213.41	\$1,653.86	4.01%	\$1,319.56	3.08%	\$1,323.88	3.00%

Impact on other Funds:

The District na	as proposed to give a 3% cost-of-living adjustment to all of the CSEA
employees. A	Iso, the District has proposed to give one-time additional
compensation	n in the equivalent of 1.0% of their base compensation in
June 2022. In	addition, the District has proposed to increase its annual maximum
contribution p	er eligible full-time employee for Health & Welfare benefits from \$14,7
to \$15,282.	
•	gotiated Changes in Non-Compensation Items (class size adjusted that the days, teacher prep time, etc.)
There are no	changes in non-compensation items.
What are the	specific impacts on instructional/support programs to accom-
the settlemen	t? Include the impact of non-negotiated changes such as staff red
and program re	eductions/eliminations.
	impacts on instructional/support programs to accommodate the
There are no settlement.	

language.	
For the 202	2-23 school year, Article 12 (Health and Welfare Benefits) may be
reopened. F	or the 2023-24 school year, Article 10 (Pay and Allowances) and
Article 12 (H	lealth and Welfare Benefits) may be reopened. No other articles will be
opened in the	ne 2022-23 and 2023-24 school years, except the District and CSEA
to meet to n	egotiate any new laws or settle negotiable items with a signed Agree
Source of F	unding for Proposed Agreement
1. Current Y	
General Fu	ear
General Fu	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of
General Full Welfare Bell one-time co	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of impensation the ongoing cost of the proposed agreement be funded in future years
General Full Welfare Bell one-time co	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of Impensation
General Fundamental Welfare Beneral one-time cone-time cone-	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of impensation the ongoing cost of the proposed agreement be funded in future years
General Fundamental General Fundamental F	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of impensation the ongoing cost of the proposed agreement be funded in future years and (LCFF base funds)
General Fundamental General Fundamental Fundamental Fundamental General Fundamental Fundam	ear nd (LCFF base funds) for a 3% cost-of-living adjustment and Health & nefits and Expanded Learning Opportunities Grant for a 1.0% of impensation the ongoing cost of the proposed agreement be funded in future years

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)	\$81,768,064.00
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,827.90
d. State Standard Minimum Reserve Amount for this District	\$2,453,041.92
(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1.001 ADA)	

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$21,158,111.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$21,158,111.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?	Yes	No
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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)

11-5-21

Chief Business Official

(Signature)

Date

Contact Person: Erina Cowart

Telephone No.:

619-336-7714

Supplement

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

Date of governing board approval of budget revisions in Col. 2:	12/14/2021	
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 (09/08/21)	(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)	57,901,063	0	0	57,901,063
Remaining Revenues (8100-8799)	21,990,489	0	0	21,990,489
TOTAL REVENUES	79,891,552	0	0	79,891,552
EXPENDITURES:				0
1000 Certificated Salaries	30,229,406	0	0	30,229,406
2000 Classified Salaries	10,877,372	227,448	0	11,104,820
3000 Employee Benefits	20,376,345	63,169	0	20,439,514
4000 Books and Supplies	4,500,815	0	0	4,500,815
5000 Services and Operating Expenses	15,089,873	0	0	15,089,873
6000 Capital Outlay	113,414	0	0	113,414
7000 Other	290,222	0	0	290,222
TOTAL EXPENDITURES	81,477,447	290,617	0	81,768,064
OPERATING SURPLUS (DEFICIT)	(1,585,895)	(290,617)	0	(1,876,512)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,585,895)	(290,617)	0	(1,876,512)
BEGINNING BALANCE	23,403,064	0	0	23,403,064
CURRENT YEAR-ENDING BALANCE	21,817,169	(290,617)	0	21,526,552
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	0	0	0	0
Restricted (9740)	368,441	0	0	368,441
Committed (9750/9760)	0	0	0	0
Assigned (9780)	19,004,405	(299,336)	0	18,705,069
Reserve Economic Uncertainties (9789)	2,444,323	8,719	0	2,453,042
Unassigned/Unappropriated (9790)	0	0,	0	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:

The District's annual maximum contribution increase per eligible full-time employee for Health & Welfare benefits and the one-time compensation of a 1.0% of the base compensation have been included in the budget approved by the Governing Board on 9/8/2021.

^{*}This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Agenda Item: 10.2. Approve the Tentative Agreement between the California School

Employees Association (CSEA) and its Chapter 206 and the Governing

Board of National School District for the 2021-2022 school year.

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract:

The District and the California School Employees Association (CSEA) and its Chapter 206 have been involved in negotiations for the 2021-2022 school year. Parties reached an agreement on October 29, 2021. CSEA unit members ratified this agreement on November 12, 2021. The Tentative Agreement is attached. The total costs for the 3% salary increase, health and welfare district cap increase, and 1% one-time off schedule one-time payment for professional development as follows:

General Fund, Child Development Fund, and Cafeteria Special Revenue Fund:

2021-2022: \$515,887 2022-2023: \$417,152 2023-2024: \$419,371

Recommended

Motion:

Approve the Tentative Agreement between the California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National

School District for the 2021-2022 school year.

Financial Impact: Salary and benefits cost:

2021-2022: \$515,887 2022-2023: \$417,152 2023-2024: \$419,371

Annual cost

General Fund, Child Development Fund, and Cafeteria Special Revenue Fund

Attachments:

CSEA 2021-2022 Tentative Agreement

TENTATIVE AGREMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS NATIONAL CHAPTER #206 (CSEA) AND

NATIONAL SCHOOL DISTRICT

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29. 2021

This Tentative Agreement (hereinafter, "TA") is entered into by and between the National School District (hereinafter, "District") and the California School Employees Association, and its National Chapter #206 (hereinafter, "CSEA") for July 1, 2021 – June 30, 2024 successor collective bargaining agreement (hereinafter "CBA") negotiations.

Tentative Agreement on language below:

COVER PAGE:

July 1, 2021 - June 30, 2024

ARTICLE 2 DEFINITION OF TERMS

- 2.13 "Exclusive Representative" refers to the California School Employees Association and its National Chapter #206."
- **2.21 "Permanent employee"** is a regular unit member who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.

ARTICLE 5 EMPLOYEE RIGHTS

5.4.1 All unit members shall have the right to be represented by CSEA at any workplace accommodation meeting as well as interactive process meeting.

ARTICLE 6 CSEA RIGHTS

6.1.13 The right to send two (2) representatives of CSEA's choice to an orientation meeting, not to exceed one (1) hour, with all newly hired unit members. Such meeting shall take place within two (2) weeks following the unit member's initial date of hire. The District Human Resources Office shall be responsible for scheduling orientation appointments with the prior approval of CSEA. Should a newly hired unit member not attend the orientation meeting, two (2) representatives of CSEA's choice shall be granted one (1) hour of release time each to onboard the newly hired unit member.

1|Tentative Agreement Between CSEA and NSD

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29, 2021

ARTICLE 6 CSEA RIGHTS

6.1.14 CSEA Negotiations Team shall be granted 2 hours of release time if needed to return proposals for bargaining preparation on the day prior to any scheduled negotiation with the District. If additional time is needed CSEA may request additional time if necessary.

ARTICLE 9 HOURS AND OVERTIME

9.6.3 Overtime work is any approved overtime work suffered or permitted in accordance with the Fair Labor Standards Act (FLSA). Overtime/extra time shall be distributed and rotated according to seniority among the unit members within each department and job classification. If the qualified unit member with the greatest seniority elects to refuse the overtime/extra time assignment, it shall be offered to unit members in descending order of seniority until the assignment is made. Once a unit member has been granted priority consideration, he/she shall not again he granted priority consideration until all unit members within each department and job classification shall have exercised their option to be granted priority consideration.

Parties agree to remove 9.6.5

- 9.11.6 The District shall notify unit members 2 (two) weeks if possible in advance of the summer.
- 9.12.1 When work normally and customarily performed by unit members is required at a Community Services event, the assignment shall be offered to the highest level of unit member within their job family and is made with accordance with section 9.6.3. If the qualified employee refuses the assignment, it shall be offered to the next highest level unit member. If there are two (2) or more unit members at the same level, the assignment shall be made as specified in Section 9.6.3. If no one elects to work the assignment, it shall be offered to other unit members within the desired classification(s) as long as it does not interfere with their regular scheduled hours, districtwide in descending order of seniority until the assignment is made in accordance with Section 9.6.3.
- 9.12.2 If a Community Services event will last for more than two (2) weeks, the assignment will be rotated for a maximum of two (2) weeks before the assignment is to be offered to the next unit
- 2|Tentative Agreement Between CSEA and NSD

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29, 2021

member in the job class. In addition, if a Community Services event is offered annually then the unit members shall be rotated each year by descending order of seniority.

This Tentative Agreement (hereinafter, "TA") is entered into by and between the National School District (hereinafter, "District") and the California School Employees Association, and its National Chapter #206 (hereinafter, "CSEA") for July 1, 2021 – June 30, 2024 successor collective bargaining agreement (hereinafter "CBA") negotiations.

ARTICLE 10 PAY AND ALLOWANCES

10.1.3 Effective July 1, 2021 all CSEA bargaining unit members will receive a 3% increase on the CSEA salary schedule.

In the 2021-22 school year only, the District will provide unit members with one-time additional compensation in the equivalent of 1% of their base compensation. To receive this compensation, the unit member must complete five professional development sessions outside of their work hours and document it through the use of a sign in sheet. For each session that is completed, .2% of the 1% will be earned. This payment will be provided in the June, 2022 warrant. This additional compensation will expire at the end of the 2021-22 school year, absent mutual agreements by the parties.

- Training sessions that could be included for the one-time money are as follows:
 - Keenan and Associate trainings
 - Google trainings
 - CSEA PATH trainings
 - By mutual agreement, CSEA and the District may elect to include other digital and in-person trainings.
- Trainings sessions taken during the 2021-2022 school year prior to the execution of this agreement shall be counted toward the five professional development sessions.
- 10.1.3.1 In addition, if any other bargaining unit or employee group within the District receives higher increase in compensation salary, the equivalent percent shall be applied to the classified bargaining unit.
- 3|Tentative Agreement Between CSEA and NSD

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29, 2021

ARTICLE 12 HEALTH AND WELFARE BENEFITS

12.1. The District on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee for medical, dental, vision care and life insurance plans as selected by eligible employees. The District's maximum contribution per eligible employee shall be \$15,282.

ARTICLE 14 VACATION

- 14.3.2 If ten (10) or eleven (11) month unit members do not voluntarily schedule vacations to keep below the forty-four (44) day maximum plus three (3) pay-off days (see 14.11) they shall be directed by their immediate supervisor to take such days at a time determined by their immediate supervisor.
- 14.11 Excess Vacation Day Pay-Off:
 - Ten (10) and eleven (11) month unit members who have in excess of forty-four (44) vacation days at the close of business on June 30 of each school year shall receive payment for the number of days exceeding forty-four (44) vacations days in lieu of the vacation days, up to a maximum of five (5) days.
 - 14.11.1 Payment for these days shall be made at the unit members regular rate of pay.
 - 14.11.2 Eligible unit members shall be notified in writing as to the number of days for which they shall receive payment. Notification shall be made by July
 - 31 and CSEA shall receive copies of all such notices.
- 14,11.3 Payment shall be made by August 15th of each school year.

ARTICLE 17 TRANSFERS

- 17.3.2 Any unit member on leave during the period of the posting shall be mailed a copy of the notice by email on the date the position is posted.
- 17.4.2 A notice of involuntary transfer for the coming school year shall be given in writing to the unit member as soon as is practicable, but in no case shall this be less than fifteen (15) days.
- 4|Tentative Agreement Between CSEA and NSD

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29, 2021

ARTICLE 25 NEGOTIATIONS

- 25.4 CSEA and the District agree to collaborate on a joint communication after each negotiation session.
 - a. Each party retains the right to communicate to its respective body.

ARTICLE 27 TERMS OF AGREMENT

- 27.1 Term of Agreement: This Agreement shall be effective as of July 1, 2021 and shall continue in effect to and including June 30, 2024.
- 27.2 Reopener Clause: For the 2022 23 school year, Article 12, Health and Welfare Benefits, may be reopened. For the 2023 24 school year, Article 10, Pay and Allowances and Article 12, Health and Welfare Benefits may be reopened. No other articles will be opened in the 2022 23 and 2023 24 school years, except the District and CSEA agree to meet to negotiate any new laws and or settle negotiable items with a signed Agreement.

Dated: October 29, 2021:

Leticia Hernandez, Ed.D.

Assistant Superintendent, Human Resources

National School District

Mona Ribada

CSEA Chapter President, National #206

Luz Allshouse

CSEA National #206, Negotiation Team

Camilla Arias

CSEA National #206, Negotiation Team

5|Tentative Agreement Between CSEA and NSD

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

October 29, 2021

Thomas Giamar Fo

CSEA National #206, Negotiation Team

Mfredo Marez

CSEA, Labor Relations Representative

Agenda Item: 10.3. Approve an increase for confidential, supervisory and non-contracted

management personnel of three percent (3%) on-schedule and a half percent

(.5%) off-schedule salary payment for the 2021-2022 school year.

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Comments: The District Superintendent is recommending that the Board approve the salary

package for the 2021-2022 school year for confidential, supervisory, and non-contracted management personnel consisting of: 3% on-schedule and a one-time

.5% off-schedule salary payment based on 2021-2022 salary schedules.

Recommended

Motion:

Approve an increase for confidential, supervisory and non-contracted

management personnel of three percent (3%) on-schedule and a half percent

(.5%) off-schedule salary payment for the 2021-2022 school year.

Financial Impact: Salary and benefits cost:

2021-2022: \$167,806 2022-2023: \$153,922 2023-2024: \$154,598

Annual cost

General Fund, Child Development Fund, and Cafeteria Special Revenue Fund

Attachments:

Disclosure non-represented group

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); GC § 3547.5 (Statutes of 2004, Chapter 52)

National School District

Name of Bargaining Unit:	Managemen	t/Supervisory/Conf	i <u>rdfieal</u>	_ Certificated:	x	_Classified:	X
The proposed agreement covers to	ne period:	Beginning:	7/1/2021		Ending:	6/30/2024	
This agreement will be acted upon	by the Governing E	Board at its meetin	g on:		11/16/2021 Date		

A. Proposed Change in Compensation

		Cost Prior to Proposed		Fisca	I Impact of Propo	sed Agreeme	ent	
	Compensation	Agreement	Current Y 2021- 20		Year 2 2022 - 20		Year 3 2023 - 20	
		(a) \$	(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1.	Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$3,460,826.00	\$0.00	0.00%	\$1,661.20	0.05%	\$1,687.78	0.05%
2.	Salary Schedule - Increase (Decrease)	\$3,460,826.00	\$103,824.78	3.00%	\$103,824.78	2.91%	\$103,824.78	2.83%
3.	Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$3,460,826.00	\$17,823.25	0.51%	\$0.00	0.00%	\$0.00	0.00%
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$920,300.00	\$28,884.69	3.14%	\$30,798.00	3.24%	\$31,419.00	3.21%
5.	Health/Welfare Benefits - Increase (Decrease)	\$437,494.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6.	Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$4,818,620.00	\$150,532.72	3.12%	\$136,283.98	2.74%	\$136,931.56	2.68%
7.	Total Number of Represented Employees	29.00	29.00		29.00		29.00	
8.	Total Compensation Costfor Average Employee - Increase (Decrease)	\$166,159.31	\$5,190.78	3.12%	\$4,699.45	2.74%	\$4,721.78	2.68%

Impact on other Funds:

Child Development Fund - \$8,050 for Current Year, \$8,195 for Year 2, and \$8,175 for Year 3 Cafeteria Fund - \$9,223 for Current Year, \$9,443 for Year 2, and \$9,491 for Year 3

	t has proposed to give a 3% cost-of-living adjustment to all of the
Manageme	ent/Supervisory/Confidential employees. Also, the District has proposed
to give one	e-time additional compensation in the equivalent of 0.5% of their base
compensa	tion.
	Negotiated Changes in Non-Compensation Items (class size adjus
staff develo	pment days, teacher prep time, etc.)
There are	no changes in non-compensation items.
Nhat are 1	the specific impacts on instructional/support programs to accom-
	nent? Include the impact of non-negotiated changes such as staff rec
	n reductions/eliminations.
and program	no impacts on instructional/support programs to accommodate the
and program	

Revised 07/04

There is no contingency language in the proposed agreement. Source of Funding for Proposed Agreement Current Year General Fund (LCFF base funds) for a 3% cost-of-living adjustment and Expanded Learning Opportunities Grant for a 0.5% of one-time compensation Learning Opportunities Grant for a 0.5% of one-time compensation There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no contingency language in the proposed agreement There is no continue to the proposed agreement be funded in future years? There is no continue to the proposed agreement be funded in future years? There is no continue to the proposed agreement be funded in future years? There is no continue to the proposed agreement be funded in future years? There is no continue to the proposed agreement be funded in future years? The pro	SDE	lude specific areas identified for reopeners, applicable fiscal years, a ecific contingency language.
Source of Funding for Proposed Agreement 1. Current Year General Fund (LCFF base funds) for a 3% cost-of-living adjustment and Expanded Learning Opportunities Grant for a 0.5% of one-time compensatio 2. How will the ongoing cost of the proposed agreement be funded in future years? General Fund (LCFF base funds) 3. If multi-year agreement, what is the source of funding, including assumption used, to fund these obligations in future years? (Remember to include)	- 7	
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compounding enects in meeting obligations,	2. yea G	How will the ongoing cost of the proposed agreement be funded in future ars? eneral Fund (LCFF base funds) If multi-year agreement, what is the source of funding, including assumption
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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)	\$81,608,881.00
b. State Standard Minimum Reserve Percentage for this District	3.00%
ic. Projected P-2 ADA	4,827.90
d. State Standard Minimum Reserve Amount for this District	\$2,448,266.43
(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$21,317,294.00
General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
ic. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$21,317,294.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?	Yes	No
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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.				
Dr. Ughangela Brady District Superintendent (Signature)	11/15/2021 Date			
Arik Avanesyans	11.15.2021			
Chief Business Official (Signature)	Date			
Contact Person: Erina Cowart	Telephone No.: 619-336-7714			

Supplement

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

Date of governing board approval of budget revisions in Col. 2:	12/14/2021
in accordance with Education Code § 42142 and Government Code § 354	7.5

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 (09/08/21)	(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)	57,901,063	0	0	57,901,063
Remaining Revenues (8100-8799)	21,990,489	0	0	21,990,489
TOTAL REVENUES	79,891,552	0	0	79,891,552
EXPENDITURES:		i		0
1000 Certificated Salaries	30,229,406	60,243	0	30,289,649
2000 Classified Salaries	10,877,372	43,582	0	10,920,954
3000 Employee Benefits	20,376,345	27,609	0	20,403,954
4000 Books and Supplies	4,500,815	0	0	4,500,815
5000 Services and Operating Expenses	15,089,873	0	0	15,089,873
6000 Capital Outlay	113,414	0	0	113,414
7000 Other	290,222	0	0	290,222
TOTAL EXPENDITURES	81,477,447	131,434	0	81,608,881
OPERATING SURPLUS (DEFICIT)	(1,585,895)	(131,434)	0	(1,717,329)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0]	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND B ALA NCE	(1,585,895)	(131,434)	0	(1,717,329)
BEGINNING BALANCE	23,403,064	0	0	23,403,064
CURRENT YEAR-ENDING BALANCE	21,817,169	(131,434)	0	21,685,735
COMPONENTS OF ENDING BALANCE:		3 1		
Nonspendable (9711-9719)	0	0	0	0
Restricted (9740)	368,441	0	0	368,441
Committed (9750/9760)	0	0	0	0
Assigned (9780)	19,004,405	(135,377)	0	18,869,028
Reserve Economic Uncertainties (9789)	2,444,323	3,943	0	2,448,266
Unassigned/Unappropriated (9790)	0	0	0	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:

The one-time compensation of a 0.5% of the base compensation has been included in the budget approved by the Governing Board on 9/8/2021.

^{*}This supplement is a composite recap of "ali" the bargaining agreements shown on the preceding pages.

Agenda Item: 11. ADJOURNMENT