



NOTICE OF SPECIAL MEETING

Written notice is hereby given, in accordance with Education Code Section 35144 and Government Code Section 54957.6, that a special meeting of the Governing Board of the National School District will be held as follows:

DATE: Wednesday, July 28, 2010
TIME: 1:00 p.m.
PLACE: Administrative Center
1500 "N" Avenue
National City, CA 91950

The business to be transacted at this meeting shall be limited to the following:

1. CLOSED SESSION

Closed session in accordance with Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Cindy Frazee

Employee organization: National City Elementary Teachers Association

2. CALL TO ORDER

3. OPENING PROCEDURES

- A. Pledge of Allegiance
- B. Roll Call

4. PUBLIC COMMUNICATIONS

5. HUMAN RESOURCES

- A. Approve establishment and implementation of new working conditions covering certificated employees in the bargaining unit represented by the National City Elementary Teachers Association. (Page 1)

NATIONAL SCHOOL DISTRICT
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Creating Successful Learners... Now

District Superintendent's Recommendation: Approve establishment and implementation of new working conditions.

Moved by _____ Seconded by _____ Vote _____

6. BOARD/CABINET COMMUNICATIONS

7. ADJOURNMENT



Rosalie Alvarado, President
Governing Board

July 26, 2010

GOVERNING BOARD AGENDA ITEM

Agenda Date: July 28, 2010

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Approve establishment and implementation of new working conditions covering certificated employees in the bargaining unit represented by the National City Elementary Teachers Association.

 X Action

 Information

BACKGROUND INFORMATION:

The National School District and the National City Elementary Teachers Association commenced negotiations for a new three-year Agreement in February of 2010. When no substantial progress was made on the important unresolved issues, the District declared impasse on March 18, 2010. The Association objected to the declaration of impasse. On March 25, the California Public Employment Relations Board (“PERB”) determined that an impasse existed and a mediator was appointed to assist the parties. Three (3) mediation sessions were held with the mediator, but the important issues remained unresolved.

On June 4, the mediator determined in writing that the next step in the statutory impasse proceedings--Factfinding--was appropriate. The District requested to the PERB that the impasse proceed to Factfinding. Daniel R. Saling was appointed by the PERB to be the Factfinding Panel Chairperson. A Factfinding hearing was held on July 14, and an advisory Factfinding Report was issued dated July 19, 2010. The Governing Board of the District met in closed session on July 20, and carefully and thoroughly considered the Factfinding Report, including its recommendations on the important unresolved issues. These issues continue to be unresolved.

In the best interests of pupils, employees, taxpayers and the general public, the Governing Board must take timely action to meet the fiscal emergency facing the District. The Governing Board also needs to establish and implement new working conditions related to the important unresolved issues. The actions taken below are consistent with the last and best proposals made by the District to the Association.

CURRENT INFORMATION:

School districts like National School District are dependent on the state of California for revenues. During this crisis, the state has cut the District’s unrestricted revenue limit funding and state categorical funds by more than 20%. Between cutting the funding per Average Daily Attendance (ADA) received by the District in 2007-08 and the unfunded Cost of Living Adjustment (COLA), the state of California has cut the Districts unrestricted funding by \$1,349 per student (See Attachment: Loss of Unrestricted Revenue Limit Funding). As a result, the District has an inability to pay the status quo due to the State Budget crisis.

Absent contract concessions or implementation of the new working conditions proposed by the District, the District will be Qualified at the First Interim Reporting Period because the District cannot meet its financial obligations for the current year, 2010-11, or two subsequent years, 2011-12 and 2012-13. Enacted AB 2756 requires that the District Superintendent and Chief Business Official to certify in writing that the costs of a negotiated agreement can be met by the District for the life of the agreement. Absent contract concessions or implementation of the new working conditions proposed by the District, a Qualified First Interim Report in 2010-11 would prevent both the Superintendent and the Chief Business Official from certifying that the costs of a negotiated agreement can be met for the life of the agreement. As a result, the District has an inability to pay the status quo.

The District has already made significant cuts to its budget (nearly \$4,000,000 from unrestricted funds and \$225,000 from categorical funds since 2007-08), and needs to identify more cuts in the future. Based on the latest certified state financial information (2008-09), the District's personnel salary and benefit expenses were 93.18% of its unrestricted general fund budget. There is not enough money left in the rest of the budget to absorb the current magnitude of the State Budget cuts. In addition, the District is not alone in asking for concessions from its bargaining units. Districts across the state and locally are negotiating concessions to remain fiscally solvent. Absent contract concessions or implementation of the new working conditions proposed by the District, the District will continue deficit spending, will not have the required reserve level, and will be insolvent.

Furlough days have been implemented for classified bargaining unit members and for management, confidential, and non-represented employees. These employees have agreed to 6 furlough days for each of the 2010-11 and 2011-12 school years.

ADDITIONAL DATA:

See Attached Document: Establishment and Implementation of New Working Conditions

Document Highlights Include:

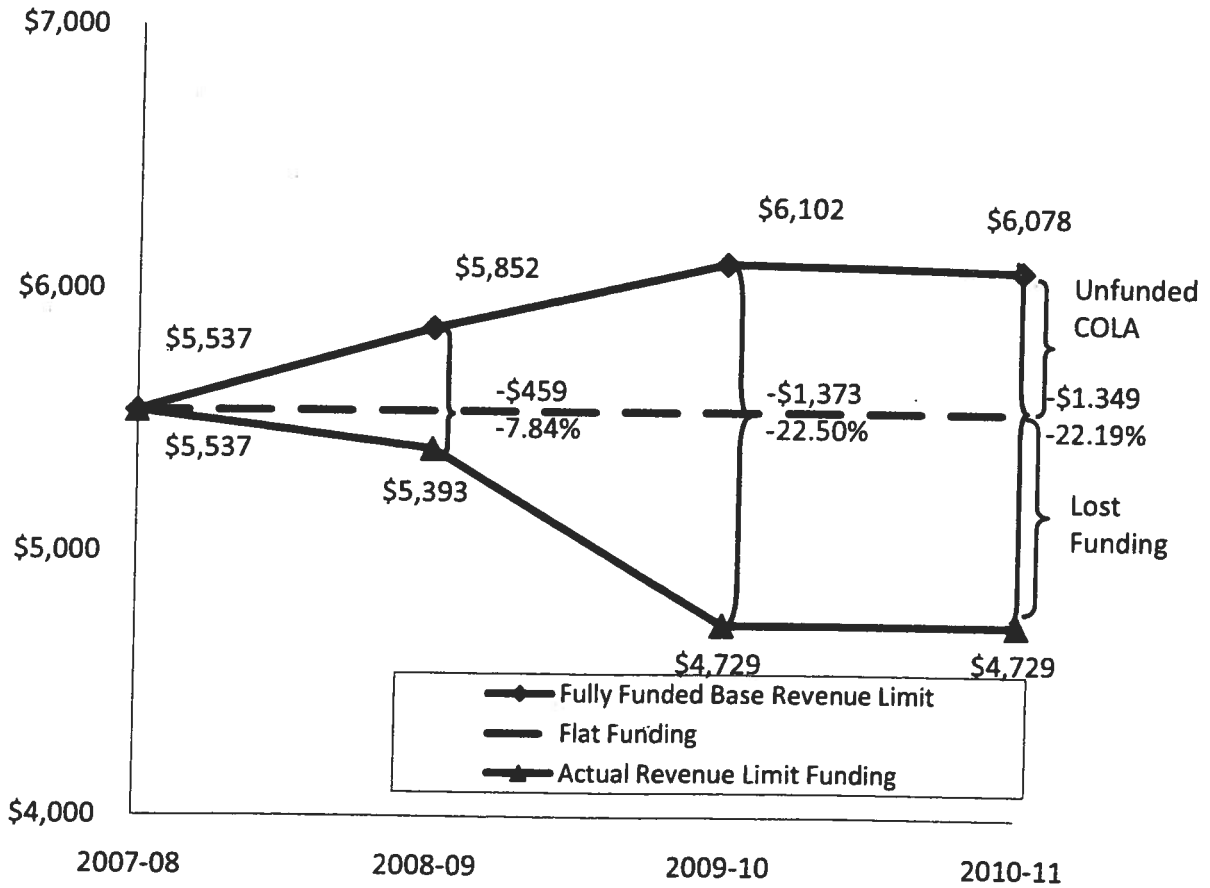
- The District will maintain K-3 class size at 22:1 for the 2010-11 school year.
- Commencing in the 2011-12 school year, the work calendar shall be closely aligned with the work calendar of the Sweetwater Union High School District.
- The District will increase the District annual maximum contribution for Health and Welfare Benefits effective July 1, 2010, from \$8,700 to \$9,200 per eligible full-time employee.
- Decrease the number of workdays by six (6) - establish and implement six (6) unpaid furlough days for the 2010-2011, 2011-2012 and 2012-2013 school years.

COST IMPLICATIONS: 6 Furlough Days Saves \$673,920
Increasing the District annual maximum contribution for Health and Welfare Costs \$237,500

FUNDING SOURCE: General Fund, State Preschool Fund

Loss of Unrestricted Revenue Limit Funding

Type	2007-08	2008-09	2009-10	2010-11
Fully Funded Base Revenue Limit	\$5,537	\$5,852	\$6,102	\$6,078
Actual Revenue Limit Funding	\$5,537	\$5,393	\$4,729	\$4,729
Dollars per Student Lost	\$0	-\$459	-\$1,373	-\$1,349
Percentage Per Student Lost	0.00%	-7.84%	-22.50%	-22.19%



NATIONAL SCHOOL DISTRICT

July 28, 2010

ESTABLISHMENT AND IMPLEMENTATION OF NEW WORKING CONDITIONS COVERING CERTIFICATED EMPLOYEES IN THE BARGAINING UNIT REPRESENTED BY THE NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

Introduction

The National School District and the National City Elementary Teachers Association commenced negotiations for a new three Agreement in February of 2010. When no substantial progress was made on the important unresolved issues, the District declared impasse on March 18, 2010. The Association objected to the declaration of impasse. On March 25, the California Public Employment Relations Board (“PERB”) determined that an impasse existed and a mediator was appointed to assist the parties. Three (3) mediation sessions were held with the mediator, but the important issues remained unresolved.

On June 4, the mediator determined in writing that the next step in the statutory impasse proceedings - Factfinding - was appropriate. The District requested to the PERB that the impasse proceed to Factfinding. Daniel R. Saling was appointed by the PERB to be the Factfinding Panel Chairperson. A Factfinding hearing was held on July 14, and an advisory Factfinding Report was issued dated July 19, 2010. The Governing Board of the District met in closed session on July 20, and carefully and thoroughly considered the Factfinding Report, including its recommendations on the important unresolved issues. These issues continue to be unresolved.

In the best interests of pupils, employees, taxpayers and the general public, the Governing Board must take timely action to meet the fiscal emergency facing the District. The Governing Board also needs to establish and implement new working conditions related to the important unresolved issues. The actions taken below are consistent with the last and best proposals made by the District to the Association.

New Working Conditions

1. Increase the District annual maximum contribution for Health And Welfare Benefits effective July 1, 2010, from \$8,700 to \$9,200 per eligible full-time employee.
2. Decrease the number of workdays by six (6) - establish and implement six (6) unpaid furlough days for the 2010-2011, 2011-2012 and 2012-2013 school years. The six (6) unpaid furlough days in 2010-2011 shall be 8/20/2010, 11/12/2010, 11/22/2010, 11/23/2010, 6/15/2011, and 6/16/2011.
3. Reduce salary schedules for 2010-2011, 2011-2012 and 2012-2013 proportionately to reflect six (6) unpaid furlough days (179/185).
4. Commencing in 2010-2011 Class Size shall not exceed 30:1 for grades K - 3 and 34:1 for grades 4 - 6 unless California law authorizes larger class sizes. However, for the 2010-2011 school year, K - 3 class size shall not exceed 22:1. Class sizes for students being mainstreamed will not exceed 30:1 for grades K - 3 and 34:1 for grades 4 - 6.
5. Commencing in the 2011-2012 school year the work calendar shall be closely aligned with the work calendar of the Sweetwater Union High School District.
6. Delete provision 10 entitled "Association Leave/Substitute Time" from Article 4 in the 2007 - 2010 Agreement. (Note: the Association may request leave in accordance with Education Code section 44987 covering Association leave.)
7. Commencing in the 2010-2011 school year, establish and implement new Transfer and Reassignment Procedures:

ARTICLE 7: TRANSFER AND REASSIGNMENT

1. Definitions

No change from the 2007-2010 Agreement.

2. Posting Of Vacancies

- A. This Article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire or with an employee returning from a leave of absence when the Superintendent determines that the new hire or returning employee would be less disruptive to the class or is more qualified to fill the vacancy than existing employees seeking the vacancy.

- B. When a vacancy occurs at a school site after the start of the school year, and it is determined by the principal that staff members at the school site may be allowed to seek a reassignment to the vacancy, the principal will post the vacancy for five (5) days within the school site before the vacancy is posted District wide. Such first internal posting does not guarantee in any way that an internal applicant will be selected for the reassignment.
- C. When a vacancy occurs at a school site for the following school year, the principal shall post the vacancy for five (5) school days within the school site before the vacancy is posted District wide. Such first internal posting does not guarantee in any way that an internal applicant will be selected for the reassignment.
- D. When a vacancy exists that is not filled by reassignment, the Human Resources Department will post the vacancy for at least five (5) days on the District's website and also at each school site. A copy shall also be sent to the Association President. The posting shall include the position description and location, grade level or subject matter assignment, experience and credentials requirements, and a closing date for applications.

3. Reassignment

- A. Unit members requesting a reassignment to a vacancy at their school site must file a written request with the principal within five (5) days of the internal posting. The principal may decide to reassign a unit member, may decide to seek transfer requests from unit members from outside the school site, or may seek to have the District employ a new employee or fill the vacancy with an employee returning from a leave of absence.
- B. If the principal chooses to reassign a unit member at the school site, any other unit member seeking the reassignment who is not chosen may request a meeting with the principal to discuss the reasons for the denial. An Association representative may accompany the unit member at the choice of the unit member.
- C. No unit member shall be pressured to request a voluntary reassignment.

4. Voluntary Transfer

- A. Any unit member may request, in writing, to the Department of Human Resources a voluntary transfer to another school site after completing the probationary period. Such request shall remain valid until the end of the current school year.

- B. Any unit member may request, in writing, to the Department of Human Resources a voluntary transfer within five (5) days after it is posted District wide.
- C. The final decision on any transfer is within the discretion of the Superintendent. The educational needs of the District, the needs of the students, the needs of the programs at the school, the recommendations of the sending and receiving principals, the credentials of the applicants, the qualifications of the position, and professional training and experiences of the applicants should be considered. District wide seniority also should be considered. The receiving principal may conduct interviews of unit members seeking a voluntary transfer and may seek assistance of unit members in any such interviews.
- D. The decision of the Superintendent is final, but a unit member who is denied a voluntary transfer may request a meeting with the Superintendent. An Association representative may accompany the unit member at the choice of the unit member.
- E. No unit member shall be pressured to request a voluntary transfer.

5. Involuntary Reassignments and Transfers

No change from the 2007-2010 Agreement.

Approved and adopted by the Governing Board
of the National School District on July 28, 2010

Rosalie Alvarado
Barbara Avalos
Anne Campbell
James Grier, Jr.
Alma Sarmiento