BARGAINING AGREEMENT:  COVID-19 REOPENER-COMPENSATION

Governing Board Meeting Date:  April 15, 2021

Agenda Item:

Background (Describe purpose/rationale of the agenda item):
Government Code 3547.5 requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Fiscal Impact (Cost):
$246,468.84

Funding Source:
General Fund

Recommended Action:
☐ Informational
☐ Discussion
☒ Approval
☐ Denial
☐ Ratification
☐ Explanation:

Originating Department/School: Business Services

Submitted/Recommended By: Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing Board: Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

[Signatures]
Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

Lakeside Union School District

Name of Bargaining Unit: Lakeside Teachers Association  
Certificated: X  
Classified:  

The proposed agreement covers the period:  
Beginning: 7/1/2020  
Ending: 6/30/2021  

This agreement will be acted upon by the Governing Board at its meeting on:  
Date 4/15/2021

A. Proposed Change in Compensation

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Cost Prior to Proposed Agreement</th>
<th>Fiscal Impact of Proposed Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) $</td>
<td>Current Year 2020-2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) $</td>
</tr>
<tr>
<td>1. Step &amp; Column - Increase (Decrease) due to movement plus any changes due to settlement</td>
<td>$21,109,137.56</td>
<td>0.00%</td>
</tr>
<tr>
<td>2. Salary Schedule - Increase (Decrease)</td>
<td>$21,109,137.56</td>
<td>0.00%</td>
</tr>
<tr>
<td>3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.</td>
<td>$21,109,137.56</td>
<td>$207,256.00</td>
</tr>
<tr>
<td>4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</td>
<td>$4,310,877.27</td>
<td>$39,212.84</td>
</tr>
<tr>
<td>5. Health/Welfare Benefits - Increase (Decrease)</td>
<td>$4,740,806.89</td>
<td>0.00%</td>
</tr>
<tr>
<td>6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)</td>
<td>$30,160,821.72</td>
<td>$246,468.84</td>
</tr>
<tr>
<td>7. Total Number of Represented Employees</td>
<td>268.00</td>
<td>268.00</td>
</tr>
<tr>
<td>8. Total Compensation Cost for Average Employee - Increase (Decrease)</td>
<td>$112,540.38</td>
<td>$919.66</td>
</tr>
</tbody>
</table>

Impact on other Funds: N/A - No impact on other funds.

Revised: 06/06
A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

1. Monthly stipends from October 1, 2020 to June 30, 2021 for classroom teachers maintaining distance learning attendance records ($167,499)
2. One-time stipends for Special Education unit members to account for the increased workload resulting from COVID-19 ($78,970)

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

There are no non-compensation items proposed in the agreement.

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.

There are no impacts of non-negotiated changes to instructional/support programs to accommodate the agreement.

Revised 07/04
D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.


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E. **Source of Funding for Proposed Agreement**

1. **Current Year – CRRSAA funding ESSER II**

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

   There are no ongoing costs for future years.

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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)**

   N/A – Not a multi-year agreement

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F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed</td>
<td>$61,680,512</td>
</tr>
<tr>
<td>Agreement)</td>
<td></td>
</tr>
<tr>
<td>b. State Standard Minimum Reserve Percentage for this District</td>
<td>3.00%</td>
</tr>
<tr>
<td>c. Projected P-2 ADA</td>
<td>$4,806.47</td>
</tr>
<tr>
<td>d. State Standard Minimum Reserve Amount for this District</td>
<td>$1,850,415.36</td>
</tr>
<tr>
<td>*(Line 1a times Line 1b, or $50,000, whichever is greater, for a district</td>
<td></td>
</tr>
<tr>
<td>with less than 1,001 ADA)*</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties</td>
<td>$1,857,809.41</td>
</tr>
<tr>
<td>b. General Fund Budgeted Unrestricted Unappropriated Amount</td>
<td>$7,886,796.02</td>
</tr>
<tr>
<td>c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Special Reserve Fund 17-Budgeted Unappropriated Amount</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Total District Budgeted Unrestricted Reserves</td>
<td>$9,744,605.43</td>
</tr>
</tbody>
</table>

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.

(Signature)  District Superintendent  3-30-21  Date

(Signature)  Chief Business Official  3-30-2021  Date

Contact Person: Shannon Johnston  Telephone No.: 619-390-2040

Revised: 06/06
H. Impact of Proposed Agreement on Current Year Operating Budget

Date of governing board approval of budget revisions in Col. 2: 4/15/2021
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.

<table>
<thead>
<tr>
<th></th>
<th>(Col. 1) Latest Board-Approved Budget Before Settlement as of 2nd Interim</th>
<th>(Col. 2) Adjustments as a Result of Settlement</th>
<th>(Col. 3) Other Revisions</th>
<th>(Col. 4) Total Impact on Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCFF Sources (8010-8099)</td>
<td>44,123,530</td>
<td></td>
<td>44,123,530</td>
<td></td>
</tr>
<tr>
<td>Remaining Revenues (8100-8799)</td>
<td>18,991,599</td>
<td></td>
<td>18,991,599</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>63,115,129</td>
<td></td>
<td>63,115,129</td>
<td></td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Certificated Salaries</td>
<td>24,622,890</td>
<td>207,256</td>
<td>24,830,146</td>
<td></td>
</tr>
<tr>
<td>2000 Classified Salaries</td>
<td>8,750,226</td>
<td></td>
<td>8,750,226</td>
<td></td>
</tr>
<tr>
<td>3000 Employee Benefits</td>
<td>17,886,936</td>
<td>39,213</td>
<td>17,926,149</td>
<td></td>
</tr>
<tr>
<td>4000 Books and Supplies</td>
<td>2,913,108</td>
<td></td>
<td>2,913,108</td>
<td></td>
</tr>
<tr>
<td>5000 Services and Operating Expenses</td>
<td>7,149,219</td>
<td></td>
<td>7,149,219</td>
<td></td>
</tr>
<tr>
<td>6000 Capital Outlay</td>
<td>267,287</td>
<td></td>
<td>267,287</td>
<td></td>
</tr>
<tr>
<td>7000 Other</td>
<td>(109,154)</td>
<td></td>
<td>(109,154)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>61,480,512</td>
<td>246,468</td>
<td>61,726,980</td>
<td></td>
</tr>
<tr>
<td>OPERATING SURPLUS (DEFICIT)</td>
<td>1,634,617</td>
<td>(246,468)</td>
<td>1,388,149</td>
<td></td>
</tr>
<tr>
<td>OTHER SOURCES AND TRANSFERS IN</td>
<td>60,783</td>
<td></td>
<td>60,783</td>
<td></td>
</tr>
<tr>
<td>OTHER USES AND TRANSFERS OUT</td>
<td>200,000</td>
<td></td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</td>
<td>1,495,400</td>
<td>(246,468)</td>
<td>1,248,932</td>
<td></td>
</tr>
<tr>
<td>BEGINNING BALANCE</td>
<td>11,077,283</td>
<td></td>
<td>11,077,283</td>
<td></td>
</tr>
<tr>
<td>CURRENT YEAR-ENDING BALANCE</td>
<td>12,572,683</td>
<td>(246,468)</td>
<td>12,326,215</td>
<td></td>
</tr>
<tr>
<td><strong>COMPONENTS OF ENDING BALANCE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonspendable (9711-9719)</td>
<td>85,000</td>
<td></td>
<td>85,000</td>
<td></td>
</tr>
<tr>
<td>Restricted (9740)</td>
<td>1,959,079</td>
<td>(253,862)</td>
<td>1,705,217</td>
<td></td>
</tr>
<tr>
<td>Committed (9750/9760)</td>
<td>791,393</td>
<td></td>
<td>791,393</td>
<td></td>
</tr>
<tr>
<td>Assigned (9780)</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Reserve Economic Uncertainties (9789)</td>
<td>1,850,415</td>
<td>7,394</td>
<td>1,857,809</td>
<td></td>
</tr>
<tr>
<td>Unassigned/Unappropriated (9790)</td>
<td>7,886,796</td>
<td></td>
<td>7,886,796</td>
<td></td>
</tr>
</tbody>
</table>

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:

Revised: 07/2011
This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3 information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete Cost Prior to Proposed Agreement, Current Year and Year 2.

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. 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.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.

   b. $: Enter the annual increase cost of Step and Column movement on the Salary Schedule for the affected bargaining unit.

   c. %: Divide the annual cost of Step and Column, Line 1(b), by the Cost Prior to Proposed Agreement, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).

   b. $: Enter the annual $ amount of the proposed change in the Salary Schedule.

Revised: 06/06
3. **Other Compensation**

*Description*: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For Year 2 and Year 3, explain in “Comments” section, if applicable.

a. **Cost Prior to Proposed Agreement**: Enter the amount from Line 2(a).
b. **$/**: Enter the annual amount of the proposed change in *Other Compensation*.
c. **%**: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. **Statutory Benefits**

a. **Cost Prior to Proposed Agreement**: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any “one-time” benefit costs that would not carry over to current year.
b. **$/**: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
c. **%**: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. **Health/Welfare Benefits**

a. **Cost Prior to Proposed Agreement**: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any “one-time” costs that would not carry over to current year.
b. **$/**: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
c. **%**: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 5(a).

6. **Total Compensation**

a. **Cost Prior to Proposed Agreement**: Total Lines 3(a), 4(a), and 5(a).
b. **$/**: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
c. **%**: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. **Total Number of Represented Employees**

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. **Total Compensation Cost for Average Employee**

a. **Cost Prior to Proposed Agreement**: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
b. **$/**: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
c. **%**: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Revised: 06/06
**AGENDA ITEM:**
Approval of the Tentative Agreement with Lakeside Teachers Association (LTA) regarding the COVID-19 Side Letter of Agreement, Compensation and Benefits.

**BACKGROUND (Describe purpose/rationale of the agenda item):**
Approval is requested of the Tentative Agreement between the District and the Lakeside Teachers Association to resolve LTA's limited reopener: Compensation and Benefits, on the impacts and effects of the COVID-19 public health emergency. Under compensation and benefits, the District agrees to a one-time stipend related to maintaining daily logs of student participation and engagement records. As well the District agrees to a one-time stipend to Special Education members as listed on the attached agreement.

**FISCAL IMPACT (Cost):**
See Collective Bargaining Agreement

**Funding Source:**
General Fund, Child Development Fund

**Addresses Emphasis Goal(s):**
- #1: Academic Achievement
- #2: Social Emotional
- #3: Physical Environments

**Recommended Action:**
- Informational
- Discussion
- Approval
- Adoption
- Denial/Rejection
- Ratification
- Explanation: Click here to enter text.

**ORIGINATING DEPARTMENT/SCHOOL:** Business Services

**Submitted/Recommended By:** Erin Garcia, Assistant Superintendent

**Approved for Submission to the Governing Board:** Dr. Andy Johnson, Superintendent

**Reviewed by Cabinet Member**
TENTATIVE AGREEMENT

RESOLVING THE LAKESIDE TEACHERS ASSOCIATION LIMITED REOPENER TO THE AGREEMENT BETWEEN

THE LAKESIDE UNION SCHOOL DISTRICT AND
THE LAKESIDE TEACHERS ASSOCIATION
REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY

March 15, 2021

This Side Letter of Agreement (Agreement) is entered into by the Lakeside Union School District (District) and the Lakeside Teachers Association (LTA), (collectively, the “Parties”) to fully resolve LTA’s limited reopener pursuant to the Parties’ 2020-2021 Side Letter of Agreement resolving the impacts and effects of the COVID-19 public health emergency.

1. The undersigned agree on behalf of the Parties to amend the subject of Compensation and Benefits as follows:

Compensation and Benefits

A. The District will continue to compensate all unit members who continue to perform work duties or who are on an approved leaves of absence.

B. The District will issue a one-time, only, stipend in the amount of two hundred fifty dollars ($250) to any unit member who provides synchronous (distance learning) instruction or related services to students during the 2020-2021 school year. Unit members on leave during September 2020 and unit members in the following classifications were not eligible for this stipend: counselors, school psychologists, nurses, and teachers on special assignment. No additional stipends will be issued pursuant to this paragraph.

C. For the period of October 1, 2020 through June 30, 2021, classroom teachers assigned by the District to maintain daily logs of student participation and weekly engagement records in accordance with Education Code section 43504 shall receive a monthly stipend in accordance with the terms set forth herein.

   i. The following rules shall apply to this stipend:

      a. Eligible classroom teachers who maintain one (1) roster of students shall receive a $50 stipend per month;

      b. Eligible classroom teachers who maintain more than one (1) roster of students (such as middle school teachers and distance learning teachers with
students enrolled in more than one school site) and elementary immersion teachers shall receive $100 stipend per month; and

c. Eligible classroom teachers shall receive pro-rata compensation based on the stipend set forth in section C (ii) (a) and (b) above.

D. To account for the increased workload resulting from school closures and applicable health orders, the District will issue a one-time, only, stipend to special education unit members who assess, instruct, or provide related services to students with exceptional needs throughout the 2020-2021 school year as follows:

a. Special Day Class Teachers shall receive a stipend in the amount of $500;

b. Resource Specialist Program Teachers, Preschool Assessment Teachers, and Adaptive Physical Education Teachers shall receive a stipend in the amount of $1,000; and

c. School Psychologists, Speech Language Pathologists, and School Nurses shall receive a stipend in the amount of $1,500.

E. The District will compensate unit members on a pro rata basis for any Board approved stipends to the extent that unit members actually perform the stipend work.


3. The Parties further agree that this Agreement is not precedent setting, is subject to ratification by the District’s Governing Board, the contents of this Agreement represent the sole and only agreement of the Parties as to all issues related to its contents, and that neither has relied upon any representations by the other which are not set forth in this Agreement.

[CONTINUED ON FOLLOWING PAGE]
4. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties.

For the LTA

Dated: 3/16/2021

For the District

Dated: 3/16/2021

Date ratified by Governing Board: __________________________