TO: Governing Board

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

AGENDA ITEM: AB1200 AND AMENDMENT NO. 2 TO THE COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:
On August 13, 2020, the Governing Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association (SYEA) regarding school reopenings due to the COVID-19 pandemic. The MOU is effective July 1, 2020 through June 30, 2021. On October 15, 2020, the Governing Board approved the submittal of AB1200 regarding the school reopenings due to the COVID-19 pandemic. On March 11, 2021, Amendment No. 1 was approved to extended the number of days for COVID-19 related leaves and other compensation for unit members re-assigned or volunteering for special assignments.

Amendment 2 is related to the COVID-19 and opening of schools for the 2020-21 school year. The following Section of the SYEA agreement date August 10, 2020 and originally amended on February 26, 2021 has been amended:
• Section 14 (e)
  o Section 14.12 Beginning as early as April 12, 2021, the District shall implement 2 Hybrid Learning Program Stipend Choices.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and Amendment No. 2 to the Collective Bargaining Agreement with San Ysidro Education Association (SYEA) to implement the Hybrid Learning Program. The funding source for this Memorandum of Understanding with SYEA is the State Reopening In Person Instruction Grant.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☐ No

☐ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget?

Requisition #

$1,409,557.46 ☐ 2020-2021

State Reopening In Person Instruction Grant

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No
Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Association  
Certificated: X  
Classified:  

The proposed agreement covers the period:  
Beginning: 07-01-20  
Ending: 06-30-21  
This agreement will be acted upon by the Governing Board at its meeting on:  
April 5, 2021  

A. Proposed Change in Compensation

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Cost Prior to Proposed Agreement 03-11-2021 (a)</th>
<th>Fiscal Impact of Proposed Agreement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(b) 2020-2021 (c) %</td>
<td>(b) 2021-2022 (c) %</td>
<td>(b) 2022-2023 (c) %</td>
</tr>
<tr>
<td>1. Step &amp; Column - Increase/(Decrease) due to movement plus any changes due to settlement</td>
<td>$22,335,796.16</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>2. Salary Schedule - Increase/(Decrease)</td>
<td>$22,335,796.16</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>3. Other Compensation - Increase/(Decrease) in Stipends, Bonuses, etc.</td>
<td>$22,335,796.16</td>
<td>$1,356,100.00</td>
<td>6.07%</td>
</tr>
<tr>
<td>4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</td>
<td>$4,487,708.16</td>
<td>$53,457.46</td>
<td>1.19%</td>
</tr>
<tr>
<td>5. Health/Welfare Benefits - Increase/(Decrease)</td>
<td>$2,232,500.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>6. Total Compensation - Increase/(Decrease) Total Lines 3(a), 4(a), 5(a)</td>
<td>$29,056,034.32</td>
<td>$1,409,557.46</td>
<td>4.85%</td>
</tr>
<tr>
<td>7. Total Number of Represented Employees</td>
<td>235.00</td>
<td>235.00</td>
<td>235.00</td>
</tr>
<tr>
<td>8. Total Compensation Cost for Average Employee - Increase/(Decrease)</td>
<td>$123,642.37</td>
<td>$5,998.12</td>
<td>4.85%</td>
</tr>
</tbody>
</table>

Impact on other Funds: No 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:

Beginning as early as April 12th 2021, the District shall implement three Hybrid Learning Program Stipend Choices, as follows:

1. Hybrid Learning Program Stipend Choice 1: (FRI In Person & M-TH Distance Learning Only)
   i. Unit members who select this option shall earn $175 per day up to $1,400 total.
   ii. SDC Teacher unit members who choose this option shall earn $200 per day up to $1600 total.
2. At the middle school level, every other Friday will alternate with a different set of the three periods being on campus (Periods 1 2 3 vs Periods 4 5 6).
3. Hybrid Learning Program Stipend Choice 2: (T/TH In Person w/ simultaneous instruction of online students & M/W/F Online)
   a. Unit members who select this option shall earn $275 per day up to $4,950 total.
   b. This option shall be made available for all unit members (including preschool teachers).
   c. SDC Teacher unit members who choose this option shall
   d. $300 per day up to $5400 total.

Unit members who teach at both middle school sites shall be compensated as per the CBA. Unit members shall not be forced to cover or monitor a class during their prep period. However, if the member agrees to do so, they shall be paid according to the CBA at 1/6th per diem for the loss of prep period.

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

1. The district shall ensure safety measures are in place as outlined in the original MOU, Amendment #1 and within the district's COVID-19 Safety Plan (CSP).
2. Multiple face masks shall be provided to all unit members.
3. All unit members who select Hybrid Learning Program Stipend Choices 2 (two) shall receive training on the technology necessary to teach both groups simultaneously, but all unit members shall receive adequate training on the new equipment in their classroom as well as the hand-washing & sanitation procedures.
4. Each unit member shall notify Human Resources of their Hybrid Learning Stipend Choice no later than Wednesday March 17, 2021.
5. All unit members returning on site shall be required to submit a negative COVID test result no later than the day before their first day on campus.

After the teaching in-person portion of the school day has finished, all unit members who are teaching on site shall have the option to leave campus and work remotely until the end of contract time. Travel time shall occur during the unit member's duty-free lunch period and shall not interfere with contractual obligations. This duty-free lunch period shall not be affected, limited, nor impaired by any dismissal of students as they obtain their grab-and-go-lunches.

B. 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.

In the case of onsite COVID exposure, a unit member who is teaching any of the Hybrid Learning Programs shall be allowed to work from home via online distance learning during the quarantine period while still receiving their stipend pay. A unit member who is absent due to personal necessity or non-COVID illness, shall not receive the stipend for the day. However, after contact tracing, it is determined the employee was not exposed on site, that unit member shall not receive the stipend for the day. A unit member who is absent for the specific other absence reasons of IEP days, professional development, association days, or negotiations shall receive the stipend for the day.
D. **What contingency language is included in the proposed agreement?** Include specific areas identified for openers, applicable fiscal years, and specific contingency language.

The provisions of this MOU shall function in tandem with the MOU amendments except for provisions that are in conflict. None of the agreements shall supersede each other. For any provisions in conflict, they shall be modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with these MOUs.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

Except as expressly amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

Nothing in this agreement shall be considered precedent setting or the establishment of a past practice.

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

1. The cost of this MOU will be funded by the reopening grants: In-person Instruction Grant and the Expanded Learning Opportunities Grant.

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

   Provisions of this MOU will be effective beginning as early as April 12th 2021 through June 30, 2021.

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)

   This is not a multi-year agreement.

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*Revised 07/04*
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 Agreement)</td>
<td>$64,529,769</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>4,211.37</td>
</tr>
<tr>
<td>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 1,901 ADA)</td>
<td>$1,935,893.08</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>$1,947,796.00</td>
</tr>
<tr>
<td>b. General Fund Budgeted Unrestricted Unappropriated Amount</td>
<td>$0.82</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>$1,947,796.82</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

[Signature]
Chief Business Official

Contact Person: Marilyn Adrianzen
Telephone No.: (619) 428-4476

3/14/2021 Date
3/14/2021 Date
### H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: April 5, 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-Applied Budget Before Settlement as of 03-11-2021</th>
<th>(Col. 2) Adjustments as a Result of Settlement</th>
<th>(Col. 3) Other Revisions</th>
<th>(Col. 4) (Cols. 1 + 2 + 3) 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>Revenue Limit Sources (8010-8099)</td>
<td>46,255,924</td>
<td></td>
<td></td>
<td>46,255,924</td>
</tr>
<tr>
<td>Remaining Revenues (8100-8799)</td>
<td>19,482,101</td>
<td>1,409,557</td>
<td></td>
<td>20,891,658</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>65,738,025</td>
<td>0</td>
<td>1,409,557</td>
<td>67,147,582</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Certificated Salaries</td>
<td>24,455,336</td>
<td>1,356,100</td>
<td></td>
<td>25,811,436</td>
</tr>
<tr>
<td>2000 Classified Salaries</td>
<td>10,422,919</td>
<td></td>
<td></td>
<td>10,422,919</td>
</tr>
<tr>
<td>3000 Employee Benefits</td>
<td>13,175,251</td>
<td>53,457</td>
<td></td>
<td>13,228,708</td>
</tr>
<tr>
<td>4000 Books and Supplies</td>
<td>5,723,681</td>
<td></td>
<td></td>
<td>5,723,681</td>
</tr>
<tr>
<td>5000 Services and Operating Expenses</td>
<td>9,938,560</td>
<td></td>
<td></td>
<td>9,938,560</td>
</tr>
<tr>
<td>6000 Capital Outlay</td>
<td>169,000</td>
<td></td>
<td></td>
<td>169,000</td>
</tr>
<tr>
<td>7000 Other</td>
<td>494,681</td>
<td></td>
<td></td>
<td>494,681</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>64,379,427</td>
<td>1,409,557</td>
<td>0</td>
<td>65,788,985</td>
</tr>
<tr>
<td>OPERATING SURPLUS (DEFICIT)</td>
<td>1,358,598</td>
<td>(1,409,557)</td>
<td>1,409,557</td>
<td>1,358,597</td>
</tr>
<tr>
<td>OTHER SOURCES AND TRANSFERS IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER USES AND TRANSFERS OUT</td>
<td>150,342</td>
<td></td>
<td></td>
<td>150,342</td>
</tr>
<tr>
<td>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</td>
<td>1,208,256</td>
<td>(1,409,557)</td>
<td>1,409,557</td>
<td>1,208,256</td>
</tr>
<tr>
<td>BEGINNING BALANCE</td>
<td>1,325,391</td>
<td></td>
<td></td>
<td>1,325,391</td>
</tr>
<tr>
<td>CURRENT YEAR-ENDING BALANCE</td>
<td>2,533,646</td>
<td>(1,409,557)</td>
<td>1,409,557</td>
<td>2,533,646</td>
</tr>
<tr>
<td>COMPONENTS OF ENDING BALANCE:**</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonspendable (9711-9719)</td>
<td>50,000</td>
<td></td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Restricted (9740)</td>
<td>535,849</td>
<td>(1,409,557)</td>
<td>1,409,557</td>
<td>535,849</td>
</tr>
<tr>
<td>Committed (9750/9760)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Assigned (9780)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Reserve Economic Uncertainties (9789)</td>
<td>1,947,796</td>
<td></td>
<td></td>
<td>1,947,796</td>
</tr>
<tr>
<td>Unassigned/Unappropriated (9790)</td>
<td>1</td>
<td></td>
<td></td>
<td>1</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:

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

Revised: 07/2011
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.
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).
1. Section 14 (Instruction):

   e. **Add Section 14.12**: Beginning as early as April 12th 2021, the District shall implement two Hybrid Learning Program Stipend Choices, as follows:

   1. Hybrid Learning Program Stipend Choice 1: (FRI In Person & M-TH Distance Learning Only)
      a. Unit members who select this option shall teach on site one day per week (Friday).
      b. Unit members who select this option shall conduct in-person teaching to all students on their current roster who choose the on-site learning option.
      c. Unit members who select this option shall be required to teach the students on site following the hybrid learning instructional schedule.
      d. Unit members who work at the elementary school level and who select this option shall not be required to follow the full distance learning schedule and instead shall only be required to do a synchronous check-in including attendance/engagement accounting with their distance learning students for the day.
      e. This option shall be made available to all unit members (including preschool teachers).
      f. Unit members who select this option shall earn $175 per day up to $1,400 total.
      g. SDC Teacher unit members who choose this option shall earn $200 per day up to $1,600 total.

   2. At the middle school level, every other Friday will alternate with a different set of the three periods being on campus (Periods 1, 2, and 3 vs Periods 4, 5, and 6). For example, if the first week of this program, only students from Periods 1, 2, and 3 will be on campus, then the second week of this program, only students from Periods 4, 5, and 6 will be on campus. If a period does not have an available teacher on campus, there will be a certificated employee in their place.

   3. Hybrid Learning Program Stipend Choice 2: (T/TH In Person w/ simultaneous instruction of online students & M/W/F Online)
a. Unit members at the elementary level who select this option shall teach on site two days per week (Tuesday and Thursday).
b. Unit members at the middle school level who select this option shall teach on site on two days per week (Mondays & Tuesdays).
c. Unit members who select this option shall conduct in-person teaching to all students on their current roster who choose the on-site learning option.
d. Unit members who select this option shall be required to teach their entire roster of students both at home via distance learning and the students on site simultaneously following the hybrid learning instructional schedule.
e. This option shall be made available for all unit members (including preschool teachers).
f. Unit members who select this option shall earn $275 per day up to $4,950 total.
g. SDC Teacher unit members who choose this option shall earn $300 per day up to $5,400 total.

4. The following shall be in place for all Hybrid Learning Stipend Choices listed above:
   a. The district shall ensure safety measures are in place as outlined in the original MOU, Amendment #1 and within the district’s COVID-19 Safety Plan (CSP).
      i. Multiple face masks shall be provided to all unit members.
   b. All unit members who select Hybrid Learning Program Stipend Choice 2 (two) shall receive training on the technology necessary to teach both groups simultaneously, but all unit members shall receive adequate training on the new equipment in their classroom as well as the hand-washing & sanitation procedures.
   c. Each unit member shall notify Human Resources of their Hybrid Learning Stipend Choice no later than Wednesday March 17, 2021.
      i. Unit members who have a medical work restriction on file shall not be required to select a Hybrid Learning Stipend Choice and can continue with distance learning for the remainder of the school year if their work restrictions continue to require this accommodation.
   d. All unit members returning on site shall be required to submit a negative COVID test result no later than the day before their first day on campus.
5. Sci-Phy Teachers, Resource Teachers, and Classroom Teachers Assigned to the District may be given the option, depending upon the needs of the District, to select one of the above Hybrid Learning Stipend Choices to provide In-Person Instruction for classrooms that have a teacher instructing online or to conduct required assessments in person. They shall receive the stipend associated with whichever of the choice they select.

6. Adapted PE Teacher, RSP Teachers, LSH, Social Worker, School Nurse, School Counselors and School Psychologists may also select one of the above Hybrid Learning Stipend Choices to provide In-Person Instruction (i.e., services) and assessments. They shall receive the stipend associated with whichever of the choice they select.

7. In the case of on-site COVID exposure, a unit member who is teaching any of the Hybrid Learning Programs shall be allowed to work from home via online distance learning during the quarantine period while still receiving their stipend pay. A unit member who is absent due to personal necessity or non-COVID illness, shall not receive the stipend for the day. A unit member who takes a personal illness day due to COVID exposure shall receive the stipend for the day. However, after contact tracing, if it is determined the employee was not exposed on site, then that unit member shall not receive the stipend for the day. A unit member who is absent for the specific absence reasons of IEP days, professional development, association days, or negotiations shall receive the stipend for the day.

8. In accordance with the COVID-19 Safety Plan, the district shall inform families and students of the safety procedures related to entering classrooms and related to passing periods at middle schools including - but not limited to - social distancing guidelines of remaining 6 feet apart & handwashing/sanitation procedures.

9. For all grade levels, in terms of bathroom breaks, one student at a time per class may be permitted to leave their classroom to use the bathroom, go to the health clerk/nurse office, and/or carry out other necessary tasks with the teachers’ permission. However, if the teacher requires support in terms of locating the student and/or assisting the student in any way, school staff will be available to help the teachers respond to the situations as needed. The same approach shall be applied for behavior issues as they arise, in accordance with the school site’s respective discipline plan and procedures.

10. Combo classes shall begin at a time that does not affect either grade level. In the event of a multiple grade level combo class, that class will follow only one grade level’s start, break, and dismissal time. We will continue to work together on the logistics of students arriving on campus with the intention of staggering their arrival to school sites.
11. After the teaching in-person portion of the school day has finished, all unit members who are teaching on site shall have the option to leave campus and work remotely until the end of contract time. Travel time shall occur during the unit member’s duty-free lunch period and shall not interfere with contractual obligations. This duty-free lunch period shall not be affected, limited, nor impaired by any dismissal of students as they obtain their grab-and-go-lunches.

12. Unit members who teach at both middle school sites shall be compensated as per the CBA. Unit members shall not be forced to cover or monitor a class during their prep period. However, if the member agrees to do so, they shall be paid according to the CBA at 1/6th per diem for the loss of prep period.

13. In consideration of the needs of student IEPS, adult to student ratio, and social/emotional needs, support staff shall be available to work in Special Education Programs to help support the continuum of special education services and to assist with instruction & related activities. Support staff shall not be arbitrarily pulled away at any point to perform other tasks that may interfere with their already-assigned classroom schedule.

14. Unit members who have signed a waiver to allow their school-aged child to be at the worksite may bring their child to the classroom as long as the child remains in their space and allows the teacher to work.

15. All future staff meetings shall also be held virtually.

16. All unit members returning on site shall receive wireless headphones with a microphone by April 2nd. Each classroom will have the webcam set up and the teacher desktop ready & fully functional by April 2nd. For any equipment or technology that is not fully functional by April 2nd, the Unit Member shall place a work order as soon as possible and the district shall complete that work order with haste. Each classroom shall receive a power strip for charging laptops/devices. Students shall be expected and required to bring their charged laptops/devices to campus with them. However, each classroom will have a loaner Chromebook available for students to borrow on a temporary basis as needed.
17. April 2 will be a full day of teacher prep for all teachers to provide them enough time to prepare their classrooms, their instructional materials, and any other needs - with the exception of a two-hour online training in which the specific methods for hybrid instruction shall be taught, the technical aspects of the equipment will be demonstrated, all teachers will be confirmed to have the necessary supplies to begin teaching, any teachers missing materials will be provided them no later than April 7th, appropriate handwashing & sanitation procedures will be taught, and all necessary schedules/rules/guidelines will be reviewed. There will be other opportunities for training as needed.

18. Unit members returning on site shall be permitted to work in their classrooms as soon as they want to as long as they have a recent negative COVID test. The ability to work on site over spring break shall be coordinated with the site or department administrator.

19. All stipends will be clearly delineated on the members’ following monthly paycheck.

20. Unit members shall not be penalized in any way for their Hybrid Learning Program Stipend choice.

21. We will continue to work together on finalizing the Hybrid Learning Program instructional schedules to minimize the amount of different schedules to the extent possible.

The provisions of this MOU shall function in tandem with the MOU amendments except for provisions that are in conflict. None of the agreements shall supersede each other. For any provisions in conflict, they shall be modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with these MOUs.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

Except as expressly amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

Nothing in this agreement shall be considered precedent setting or the establishment of a past practice.

These amendments have been mutually agreed upon by the parties.

______________________  ________       ________________________    _________
SYEA Representative      Date          District Representative         Date

03/18/2021 03/18/2021 03/18/2021
SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

BOARD MEETING DATE: April 5, 2021

AGENDA ITEM: AB1200 FOR CLASSIFIED/CERTIFICATED MANAGEMENT AND
CLASSIFIED CONFIDENTIAL STAFF

BACKGROUND INFORMATION:
The San Ysidro School District approved stipends for both the certificated and classified bargaining units via COVID and Opening of Schools related Memorandums of Understanding for school year 2020-21. In line with those MOUs, the District is providing classified and certificated management staff and classified confidential staff:

- A one-time only stipend to administer and support the district’s hybrid model.
- Extended COVID related days.
- The ability to bring minor children to work with approved child waiver through the duration of distance learning; and
- Authorization to work a specific number of days on nonwork days or weekends.

RECOMMENDATION:
Approve the AB1200 for Classified/Certificated Management and Classified Confidential staff for the 2020-2021 school year and the submittal of AB1200 to the San Diego County Office of Education to implement the Hybrid Learning Program and to extend the Families First Coronavirus Relief Act. The Elementary and Secondary School Relief (ESSER II) fund is the funding source for the AB1200 for Classified/Certificated Management and Classified Confidential Staff.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other

Financial Implications?
☐ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget?
☐ Yes ☐ No

Requisition #

2020-2021

$413,835.69

ESSER II Funds

(Amount)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No
Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Certificated/Classified Management and
Classified Confidential

The proposed agreement covers the period: Beginning: 07-01-20 Ending: 08-30-21

This agreement will be acted upon by the Governing Board at its meeting on: ______________ Date ______________

A. Proposed Change in Compensation

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Cost Prior to Proposed Agreement 03-11-2021</th>
<th>Fiscal Impact of Proposed Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) $</td>
<td>Current Year 2020-2021 (b) $ (c) %</td>
</tr>
<tr>
<td>1. Step &amp; Column - Increase (Decrease) due to movement plus any changes due to settlement</td>
<td>$3,602,832.03</td>
<td>$0.00 0.00%</td>
</tr>
<tr>
<td>2. Salary Schedule - Increase (Decrease)</td>
<td>$3,602,832.03</td>
<td>$0.00 0.00%</td>
</tr>
<tr>
<td>3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.</td>
<td>$3,602,832.03</td>
<td>$343,339.15 9.53%</td>
</tr>
<tr>
<td>4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</td>
<td>$883,334.59</td>
<td>$70,496.54 7.98%</td>
</tr>
<tr>
<td>5. Health/Welfare Benefits - Increase (Decrease)</td>
<td>$266,000.00</td>
<td>$0.00 0.00%</td>
</tr>
<tr>
<td>6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)</td>
<td>$4,752,166.62</td>
<td>$413,835.69 8.71%</td>
</tr>
<tr>
<td>7. Total Number of Represented Employees</td>
<td>28.00</td>
<td>28.00</td>
</tr>
<tr>
<td>8. Total Compensation Cost for Average Employee - Increase (Decrease)</td>
<td>$169,720.24</td>
<td>$14,779.85 8.71%</td>
</tr>
</tbody>
</table>

Impact on other Funds: No 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:

1. From January 2021 until May 31, 2021, the District shall provide paid sick leave similar to that provided by HR 6201 as follows: a. Ten (10) work days of district provided COVID leave paid at the employee's regular rate of pay if: □ The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19; □ The employee has been advised by a health care provider to self-quarantine because of COVID-19; or □ The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

2. Seven (7) work days of district provided COVID leave paid at the employee’s regular rate of pay up to $200 per day and $1,400 total if: □ The employee is caring for a family member subject to an order, advised to self-isolate, or experiencing symptoms of COVID-19 and is seeking a medical diagnosis □ The employee may utilize accrued leave balances to supplement any loss in pay as a result of utilizing this leave. 3. All unit members shall be entitled to the leave balances referenced above regardless if they used any portion of FFCRA leave prior to January 1, 2021.

3. The district will extend the ability for unit members to bring their minor children to district property consistent with the terms and conditions of the child waiver, through the duration of the distance learning only program.

4. Unit members who utilized their own hours of Personal Illness due to one of the COVID related reasons listed above during the period of January 1, 2021 through the execution date of this agreement shall have their balances restored.

5. The District may request verification prior to placing a unit member on paid COVID leave.

6. Any employee reporting to work who is sent home due to coronavirus exposure on site shall not be deducted any leaves or pay for the duration of quarantine period set forth by the District.

Effective March 20, 2021 through June 30, 2021, certificated and classified management will be allowed to work extra days on non-workdays and weekend days (Saturday/Sunday) up to three (3) days at their per diem daily rate. Confidential employees will be allowed to work extra days on non-workdays and weekend days (Saturday/Sunday) up to two (2) days at their per diem daily rate. A timesheet must be approved by the site/department supervisor in order to be paid the extra work days.

In addition, certificated and classified management employees will receive a one-time stipend in the amount of $7,000 and classified confidential employees will receive a one time off-cycle amount equal to 7% of the classified confidential employee’s annual salary to administer and support the district’s hybrid model.

B. 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 specific impacts on instructional / support programs to accommodate the settlement.

Revised: 07/01
D. **What contingency language is included in the proposed agreement?** Include specific areas identified for re-openers, applicable fiscal years, and specific contingency language.

The term of this agreement will extend from January 1, 2021, until May 31, 2021. Should a new law providing greater paid coronavirus leave be enacted, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement.

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

1. The cost of this MOU will be funded by the Expanded Learning Opportunities Grant, ESSER I and/or ESSER II.

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

   The cost of this proposed agreement is one-time only in fiscal year 2020-21.

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)**

   This is not a multi-year agreement.

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Revised 07/04

Revised: 06/06
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 Agreement)</td>
<td>$64,529,769</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>4,211.37</td>
</tr>
<tr>
<td>d. State Standard Minimum Reserve Amount for this District</td>
<td>$1,935,893.08</td>
</tr>
<tr>
<td>(Line 1a times Line 1b, or $50,000, whichever is greater, for a district 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>$1,947,796.00</td>
</tr>
<tr>
<td>b. General Fund Budgeted Unrestricted Unappropriated Amount</td>
<td>$0.82</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>$1,947,796.82</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.

District Superintendent
(Signature)  3/19/2021

Chief Business Official
(Signature)  3/19/2021

Contact Person:  Marilyn Adrianzen  Telephone No.:  (619) 428-4476

Revised: 06/06  8.4  Page 5 of 8
H. Impact of Proposed Agreement on Current Year Operating Budget

Date of governing board approval of budget revisions in Col. 2: April 5, 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 03-11-2021</th>
<th>(Col. 2) Adjustments as a Result of Settlement</th>
<th>(Col. 3) Other Revisions</th>
<th>(Col. 4) (Cols. 1 + 2 + 3) 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>Revenue Limit Sources (8010-8099)</td>
<td>46,255,924</td>
<td></td>
<td></td>
<td>46,255,924</td>
</tr>
<tr>
<td>Remaining Revenues (8100-8799)</td>
<td>19,482,101</td>
<td>413,836</td>
<td></td>
<td>19,895,937</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>65,738,025</td>
<td>0</td>
<td>413,836</td>
<td>66,151,861</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Certificated Salaries</td>
<td>24,455,336</td>
<td>157,143</td>
<td></td>
<td>24,612,479</td>
</tr>
<tr>
<td>2000 Classified Salaries</td>
<td>10,422,919</td>
<td>186,196</td>
<td></td>
<td>10,609,115</td>
</tr>
<tr>
<td>3000 Employee Benefits</td>
<td>13,175,251</td>
<td>70,497</td>
<td></td>
<td>13,245,747</td>
</tr>
<tr>
<td>4000 Books and Supplies</td>
<td>5,723,681</td>
<td></td>
<td></td>
<td>5,723,681</td>
</tr>
<tr>
<td>5000 Services and Operating Expenses</td>
<td>9,938,560</td>
<td></td>
<td></td>
<td>9,938,560</td>
</tr>
<tr>
<td>6000 Capital Outlay</td>
<td>169,000</td>
<td></td>
<td></td>
<td>169,000</td>
</tr>
<tr>
<td>7000 Other</td>
<td>494,681</td>
<td></td>
<td></td>
<td>494,681</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>64,379,427</td>
<td>413,836</td>
<td>0</td>
<td>64,793,263</td>
</tr>
<tr>
<td>OPERATING SURPLUS (DEFICIT)</td>
<td>1,358,598</td>
<td>(413,836)</td>
<td>413,836</td>
<td>1,358,598</td>
</tr>
<tr>
<td>OTHER SOURCES AND TRANSFERS IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER USES AND TRANSFERS OUT</td>
<td>150,342</td>
<td></td>
<td></td>
<td>150,342</td>
</tr>
<tr>
<td>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</td>
<td>1,208,256</td>
<td>(413,836)</td>
<td>413,836</td>
<td>1,208,256</td>
</tr>
<tr>
<td>BEGINNING BALANCE</td>
<td>1,326,391</td>
<td></td>
<td></td>
<td>1,326,391</td>
</tr>
<tr>
<td>CURRENT YEAR-ENDING BALANCE</td>
<td>2,533,646</td>
<td>(413,836)</td>
<td>413,836</td>
<td>2,533,647</td>
</tr>
<tr>
<td>COMPONENTS OF ENDING BALANCE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonspendable (9711-9719)</td>
<td>50,000</td>
<td></td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Restricted (9740)</td>
<td>535,849</td>
<td>(413,836)</td>
<td>413,836</td>
<td>535,850</td>
</tr>
<tr>
<td>Committed (9750/9760)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Assigned (9780)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Reserve Economic Uncertainties (9789)</td>
<td>1,947,796</td>
<td></td>
<td></td>
<td>1,947,796</td>
</tr>
<tr>
<td>Unassigned/Unappropriated (9790)</td>
<td>1</td>
<td></td>
<td></td>
<td>1</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:

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

Revised: 07/2011
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.
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.

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

4. **Statutory Benefits**

- **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.
- **$:** 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).
- **%:** Divide Line 4(b) by the amount of dollars shown in Cost Prior to Proposed Agreement, Line 4(a).

5. **Health/Welfare Benefits**

- **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.
- **$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- **%:** Divide Line 5(b) by the amount of dollars shown in Cost Prior to Proposed Agreement Line 5(a).

6. **Total Compensation**

- **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- **$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- **%:** 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**

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