



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

June 5, 2020

Board of Trustees

Jared Garewal, President

Ben Abatti, Jr., Clerk

Matt Hester, Member

Robin Cartee, Member

Kevin Grizzle, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



**NOTICE OF SPECIAL BOARD MEETING
of the
BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT**

Friday, June 5, 2020

CLOSED SESSION 10:00 AM, OPEN SESSION IMMEDIATELY FOLLOWING

Holtville Unified School District, Board Room, 621 East Sixth Street, Holtville, CA. 92250

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent at (760)356-2974, or in writing, at least 24 hours prior to the meeting. (Government Code section 54954.2).

1. PRELIMINARY

- Call to Order*
- Flag Salute*
- Roll Call*

Present Absent

- Jared Garewal, President*
- Ben Abatti, Jr, Clerk*
- Matt Hester, Member*
- Robin Cartee, Member*
- Kevin Grizzle, Member*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. MODIFICATIONS OF THE ORDER OF THE AGENDA, IF ANY.

Motion: _____ Second: _____ Ayes: ____ Nays: ____ Vote: __-__

3. STATEMENTS FROM THE PUBLIC REGARDING ITEMS ON THE CLOSED SESSION AGENDA.

At this time, members of the public may address the Board only as to items on the closed session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes

4. CLOSED SESSION

- A) Negotiations with Holtville Teachers Association – Pursuant to Government Code Section 3549.1*
- B) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1*

5. REPORTABLE CLOSED SESSION ITEMS

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING – June 5, 2020
AGENDA PAGE 2**

6. **PUBLIC COMMENT ON ITEMS ON THE OPEN SESSION AGENDA AND ON NON AGENDA ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.** *At this time, members of the public may address the Board only as to items on the open session agenda or items within the subject matter jurisdiction of the Board. Public comment will not be taken during the Board's consideration of an item on the open session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes. In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may*
1) *acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.*

7. **PUBLIC HEARING**

- A) *Public Hearing regarding the 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association Pg. 2*

8. **ACTION/DISCUSSION ITEMS**

The Board is asked to discuss the following item:

- A) *Approve the 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association (Mr. Wells) Pgs.4-12*

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

9. **ADJOURNMENT**

MISSION STATEMENT

The Mission of the Holtville Unified School District is to ensure a standards-based curriculum that promotes excellence in academic, social and emotional growth for every student through the establishment of strong parent/school/community partnerships in a stable and safe learning environment.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PUBLIC HEARING

Holtville Unified School District

PUBLIC HEARING ANNOUNCEMENT

The community and general public are invited to attend a public hearing regarding the Holtville Unified School District's 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association.

The meeting will take place on Friday, June 5, 2020 at the Holtville Unified School District Board, located on 621 E. Sixth Street, Holtville, Ca. 92250. The meeting will begin at 10:00 a.m.

Ann Heraz, HUSD Administrative Assistant

Posted on May 22, 2020
HUSD Administration Office
Finley School

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

SUMMARY OF TENTATIVE AGREEMENT WITH THE

Holtville Unified School District

School District

and

Holtville Teachers Association

The proposed agreement covers the period beginning

7/1/2019

and ending

6/30/2022

Will be acted upon by the Governing Board at its meeting on

6/5/2020

The agreement will affect the following funds budget

General Fund

**Are copies of the changes to the agreement included?

Yes

PUBLIC DISCLOSURE

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

The agreement was publicly disclosed on :

5/22/2020

The agreement was | posted at / advertised in |

District Office

STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status. Is the percentage increase on the salary schedule the same for all bargaining units?

**If you answered no to the question above, please do a separate Summary of Tentative Agreement for each bargaining unit.

Management
Certificated
Classified

Pending
Settled - figures presented in this document
Pending

No
of Employees Represented
17
99.4
67

PROPOSED CHANGE IN COMPENSATION

Compensation	Costs Prior to the agreement for only those employees covered by this agreement.	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2019-20	2020-21	2021-22
1 Salary Schedule	\$ 8,105,342.00	\$ -	\$ -	\$ -
2 Step and Column	\$ -	\$ -	\$ 121,744.00	\$ 138,615.00
3 Other Compensation	\$ -	\$ 405,267.10	\$ -	\$ -
4 Statutory Benefits	\$ 1,758,367.45	\$ 87,918.37	\$ 27,584.51	\$ 30,991.26
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 9,863,709.45	\$ 493,185.47	\$ 149,328.51	\$ 169,606.26
7 Total Number of Represented Employees (Use FTEs if appropriate)	99.40			
8 Total Compensation Average Cost per Employee	\$ 99,232.49	\$ 4,961.62	\$ 1,502.30	\$ 1,708.30
Average % Increase (Decrease) per Employee		5.00%	1.44%	1.61%

QUESTIONS REGARDING PROPOSAL

1 Salary Changes

- | | | | |
|--|--|--|---|
| a Did you give a salary increase or decrease? | Increase (<input checked="" type="checkbox"/>) | Decrease (<input type="checkbox"/>) | None (<input type="checkbox"/>) |
| b If you gave an increase/decrease was it on/off the salary schedule? | On-Salary Schedule (<input type="checkbox"/>) | One Time Off Salary Schedule (<input checked="" type="checkbox"/>) | |
| c If you gave an increase or decrease what percentage | 5% off (2019-20) | | |
| d Did the District have furlough days as part of decrease in salary? | Yes (<input type="checkbox"/>) | No (<input checked="" type="checkbox"/>) | |
| e How many furlough days? | 0 days | | |
| f Are the furloughs permanent or temporary reductions in contract? | Permanent (<input type="checkbox"/>) | Temporary (<input type="checkbox"/>) | N/A (<input checked="" type="checkbox"/>) |
| g What date is this effective? | 7/1/2019 | | |
| h When does the district plan on implementing the agreement through payroll? | 6/30/2020 | | |

2 Were any additional steps, columns, or ranges added, deleted or adjusted to the schedules? (If yes, explain)

No.

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

Extension of contract to 2022 (Article 1), District option to adjust contract day start/end times (Article 12), clarification of language regarding leaves (Article 14), and an alteration to OPEB amounts (Article 20).

4 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs.

To pay for this off-schedule, one-time settlement, the District will tap into General Fund Unrestricted Reserves, as well as cut categorical discretionary budgets on the Restricted side of the Budget. For Restricted programs that do not have sufficient discretionary budget, such as Special Education, the District's will make increased Unrestricted contributions to cover the salary settlement.

5 What contingency language is included in the proposed agreement?

No.

6 Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.

There are no other major provisions.

7 Where is this being funded from in the Current Year? (Funding Source)

In the current year, the bulk of the settlement will be paid for from the projected surplus. Any amount beyond the surplus will be paid from reserves. The above calculations also provide for increased Unrestricted contributions to Restricted programs that do not have sufficient discretionary budgets to reallocate to salary accounts.

8 Is this a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years (What will allow the district to afford this contract?)

This is a single year agreement with a one-time, off-schedule settlement. The only ongoing costs as a result of this settlement is increased OPEB cost, adding additional dollars for qualifying retiree health benefits. These future costs will be paid for from salary savings that net between retirees and the teacher replacing them.

9 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?

N/A

IMPACT ON CURRENT YEAR BUDGET				
GENERAL FUND	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 17,258,305	\$ -	\$ -	\$ 17,258,305
Remaining Revenues (8100-8799)	\$ 5,091,023	\$ -	\$ -	\$ 5,091,023
TOTAL REVENUES	\$ 22,349,328	\$ -	\$ -	\$ 22,349,328
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 9,758,189	\$ 405,267	\$ -	\$ 10,163,456
Classified Salaries (2000-2999)	\$ 2,890,732	\$ -	\$ -	\$ 2,890,732
Employee Benefits (3000-3999)	\$ 5,154,835	\$ 87,918	\$ -	\$ 5,242,753
Books and Supplies (4000-4999)	\$ 1,387,722	\$ (13,938)	\$ -	\$ 1,373,784
Services, Other Operating Expenses (5000-5999)	\$ 1,896,138	\$ (12,645)	\$ -	\$ 1,883,493
Capital Outlay (6000-6599)	\$ 507,070	\$ -	\$ -	\$ 507,070
Other (7000)	\$ 49,641	\$ -	\$ -	\$ 49,641
TOTAL EXPENDITURES	\$ 21,644,327	\$ 466,602	\$ -	\$ 22,110,929
Operating Surplus (Deficit)	\$ 705,001	\$ (466,602)	\$ -	\$ 238,399
Transfers In & Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ 413,708	\$ -	\$ -	\$ 413,708
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 291,293	\$ (466,602)	\$ -	\$ (175,309)
BEGINNING BALANCE	\$ 5,495,270			\$ 5,495,270
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 5,786,563	\$ (466,602)	\$ -	\$ 5,319,961
Components of Ending Fund Balance				
Nonspendable (9711-9719)	\$ 329,292			\$ 329,292
Restricted (9730-9749)	\$ -			\$ (0)
Committed				
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Assigned (9770-9788)	\$ -			\$ -
Unassigned				
Reserve for Economic Uncertainties (9789)	\$ 5,457,271			\$ 4,990,669
Unassigned/Unappropriated (9790)	\$ -			\$ 0


IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES	
State Reserve Standard	
Total Expenditures, Transfers Out and Uses	\$ 22,524,637.47
State Standard Minimum Reserve Percentage	3%
State Standard Minimum Reserve Amount	\$ 675,739.12
General Fund Budgeted Reserves	
Reserve for Economic Uncertainties (9789)	\$ 4,990,669.00
Unassigned/Unappropriated (9790)	\$ 0.01
Special Reserve Fund 170- Reserve for Economic Uncertainties	\$ -
Total District Budgeted Unrestricted Reserves (sum lines 1 - 6)	\$ 4,990,669.01
Do unrestricted reserves meet the state standard minimum reserve amount?	
Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

IMPACT ON CURRENT YEAR BUDGET OTHER FUNDS (OMIT IF BLANK)

FUND	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other (7000)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
Operating Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -
Transfers In & Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING BALANCE	\$ -			\$ -
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ -	\$ -	\$ -
Components of Ending Fund Balance				
Nonspendable (9711-9719)				\$ -
Restricted (9730-9749)	\$ -			\$ -
Committed				
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Assigned (9770-9788)				
Unassigned				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

CERTIFICATION PAGE

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement .



District Superintendent
(Signature)

5/22/2020
Date



District Chief Business Officer
(Signature)

5/22/2020
Date

After public disclosure of the major provisions contained in this Summary, the Governing District Board, at its meeting on 6/5/2020 took action to approve the proposed Agreement with Holtville Teachers Association Bargaining Unit and adopted the new budget figures as calculated per the agreement.

Governing Board President
(Signature)

Date

TENTATIVE AGREEMENT
BETWEEN THE
HOLTVILLE UNIFIED SCHOOL DISTRICT
AND THE
HOLTVILLE TEACHERS ASSOCIATION
TO FULLY SETTLE RE-OPENER NEGOTIATIONS
FOR THE 2019-20 SCHOOL YEAR
AND TO ESTABLISH A NEW THREE YEAR AGREEMENT
May 20, 2020

The Holtville Unified School District (District) and the Holtville Teachers Association (Association) agree to the tentative agreement set forth below to fully settle reopener negotiations for the 2019-20 school year and to establish a new three year agreement to remain in effect until June 30, 2022. Proposed changes to the contract are in bold.

ARTICLE 1

AGREEMENT

- 1.1 The District and the Association agree that the articles contained in this Collective Bargaining Agreement between the District and the Association (“Agreement”) constitute a bilateral and binding agreement between the parties pursuant to the Educational Employment Relations Act (“EERA”) (Government Code Section 3540 *et seq.*).

This Agreement shall be continued in full force and effect from final ratification by the District Governing Board until June 30, **2022**. Unless mutually agreed otherwise in writing, this Agreement shall expire on June 30, **2022**. The parties agree that during the term of this Agreement, except for the limited reopeners identified in this Article, neither party may reopen new or proposed additional articles for negotiations unless mutually agreed by the parties in writing or expressly set forth in this Agreement.

- 1.2 During the **2020-21** school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party’s choice by submitting a written proposal to reopen negotiations on or before December 15th of **2020**. If neither party submits a written proposal on or before December 15th of **2020**, this Agreement shall remain in full force and effect on the same terms and conditions without change for the **2020-21** school year only.
- 1.3 During the **2021-22** school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party’s choice by submitting a written proposal to reopen negotiations on or before December 15th of **2021**. If neither party submits a written proposal on or before December 15, **2021**, this Agreement shall remain in full force and effect on the same terms and conditions without change for the **2021-22** school year only.

- 1.4 Unless previously extended by a written mutual agreement between the parties, the Agreement shall expire on June 30, 2022.

ARTICLE 12 TEACHING HOURS

- 12.1 Beginning in the 2015-16 school year, the number of mandatory duty days for full-time unit members shall not exceed one hundred and eighty-five days. Any teacher who is required to work any day beyond the 185 days shall be compensated at his/her per diem rate. The District and the Association acknowledge that a full-time unit member's work week is in excess of forty (40) hours but, except as otherwise provided in this Article, the **contract hours during which unit members are required to be at work will be 7.5 hours per day.**

The work day shall include:

- a. Assigned preparation periods;
- b. A thirty (30) minute duty free lunch period;
- c. Assigned instructional time; and
- d. Additional duties assigned during the workday.

Barring any changes to existing law, the normal workday shall be from 7:45 a.m. to 3:15 p.m., Monday through Friday. However, in the event that State law requires a change in school start times for students, the start and end times for the normal contract day shall be adjusted by an amount equal to the change in student start time. Any adjustment in the normal workday shall neither add to, nor deduct from, a unit member's total daily contract time of 7.5 hours. For example, if the current school start time for students is 8:00 a.m. and State law mandates a start time of 8:30 a.m., the normal work day shall be from 8:15 a.m. to 3:45 p.m.

- 12.13 Beginning in the 2019-20 school year, whenever mutually agreeable between the District and an individual unit member, contract start and end times may be adjusted to better serve the educational program of the District. This option shall only be available if it a) enhances educational opportunities for students by providing additional course offerings, enrichment activities, or smaller class sizes, and b) does not add to, nor deduct from, the unit member's total hours worked.

ARTICLE 14 LEAVES

- 14.1.3. The **Superintendent or designee** may require a physician's verification of illness if a unit member has been on sick leave for more than five (5) consecutive school days.

14.5. Bereavement Leave:

Unit members shall be entitled to five (5) days of paid leave of absence or seven (7) days

if travel of more than 200 miles is involved, on account of the death of any member of the unit member's immediate family. For the purpose of this article, "immediate family" is defined as per Education Code section 44985. This leave shall not be deducted from sick leave.

The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

ARTICLE 20 EMPLOYEE BENEFITS

20.9. Effective following final ratification of this Agreement by the Governing Board, the District shall pay a maximum annual contribution equal to the agreed-upon health benefits cap described in Article 20.2 of this Agreement toward District insurance plans for retirees and eligible dependents who retire between the ages of fifty-five (55) and sixty-five (65) and who have at least ten (10) years of regular full-time consecutive service with the District. Such benefits shall terminate upon the sooner of the retiree's sixty-fifth (65th) birthday, or the date that the retiree becomes covered by another employer who provides full family benefits. If the unit member reaches the age of fifty-five during the summer vacation period, he/she may retire at the end of the preceding school year and shall receive the benefits of this section of the Agreement. The coverage period shall be for a maximum of a two-year period immediately following the school year the teacher retires. The District's maximum annual contribution shall be equal to the current annual health benefits cap in Article 20.2 of this Agreement. Any excess premium shall be paid by the retired unit member.

ARTICLE 21 SALARIES

21.3. *(Eliminate existing and replace with the following)*
Salary

There shall be a one-time, this year only, five percent (5.00%) off-schedule bonus payment calculated based on the 2018-19 salary schedule.

This Agreement resolves 2019-20 reopener negotiations and establishes a new three year agreement expiring on June 30, 2022. The new Agreement shall include the same provisions as the current collective bargaining agreement between the parties and shall be updated to reflect current dates.



For the District

Date: 5/22/2020



For the HTA

Date: 5/22/2020



J. Todd Finnell, Ed.D.
County Superintendent of Schools

1398 Spitzer Road, El Centro, CA 92243
Phone: (760) 312-6464 Fax: (760) 312-6565 www.icoe.org

June 2, 2020

Governing Board and Superintendent Celso Ruiz
Holtville Unified School District
621 East 6th St.
Holtville, CA 92250

Dear Members of the Governing Board and Superintendent Celso Ruiz,

Thank you for submitting the Summary of Tentative Agreement disclosure documents for the Holtville Teachers Association (HTA) with Holtville Unified School District. The Imperial County Office of Education (ICOE) is required to evaluate the financial impact of the proposed bargaining agreement.

Based upon the information provided by the District, our office concurs that the District will be able to meet the cost of this agreement.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Norma Fajardo', is written over a light blue circular stamp.

Norma Fajardo
Chief Business Officer, Business Services

cc: J. Todd Finnell, Ed.D., County Superintendent of Schools
Renato Montaña, Deputy Superintendent