

10:29 am

Compensation proposal

NCETA to NSD

November 17, 2015

1. NSD and NCETA agree to restructure the certificated teacher salary schedule to a 3% for each step and 3% for each column based on the beginning salary for column I, step 1 (see attached A).
2. After the restructure, the salary schedules for the certificated teachers and the SLP/Psych schedule will be given an 8% increase effective July 1, 2015 (see attached B and C).
3. The preschool teachers Salary schedule will be given a 13% increase (see attached D)
4. In addition, an ERI giving 50% salary annuity to bargaining unit members over a period 3 years will be given if at least 10 certificated unit members on the teacher's or SLP/Psych's salary schedule agree to confirm retirement by March 1, 2016 effective at the end of the 2015-2016 school year. A similar annuity will be offered to the preschool permit teachers in the bargaining unit if at least 2 unit members confirm retirement by March 1, 2016 effective at the end of the 2015-2016 school year.
5. Stipends for Special education assignment, Resource Specialist and Adaptive PE will be raised to \$2,000 annually.
6. Health Benefit contribution shall increase to \$12,000 per bargaining unit member effective December 2015.

November 17, 2015

**Memorandum of Understanding Between National School
District and NCETA for an Early Retirement/Resignation
Incentive Plan (ERI Plan)**

AGREEMENT

This **Memorandum of Understanding** is entered into by and between the National School District (hereinafter "District") and the National City Elementary Teachers Association (hereinafter "Association").

A. The District and the Association agree that the District shall make available a one-time Early Retirement/Resignation Incentive Plan or "ERI Plan" for eligible certificated employees during the 2015-2016 school year only.

B. To be eligible for this one-time, this school year only ERI Plan, a certificated employee must be at least fifty (50) years of age as of June 30, 2016, and must be a permanent certificated employee of the District with at least ten (10) years of consecutive full-time certificated employment with the District as of June 30, 2016. Certificated employees who have already retired from the District, but who continue to work for the District, are not eligible. Preschool teachers are not eligible. Those eligible employees aged 55-65 who agree to this retirement incentive plan and are eligible for the district paid medical insurance program in Article 14 will receive the benefits as described in that article.

C. In order to be effective, a minimum of ten (10) eligible certificated employees must submit their voluntary and irrevocable letters of resignation to the District no later than March 1, 2016, to be effective no later than June 30, 2016. If ten (10) or more eligible certificated employees submit such letters of retirement/resignation no later than March 1, 2016, the District shall implement the ERI Plan for all those eligible employees who timely filed such letters of retirement/resignation with the District.

If less than ten (10) eligible certificated employees submit their voluntary and irrevocable letters of retirement/resignation no later than March 1, 2016, to be effective no later than June 30, 2016, the District within its discretion may still implement the ERI Plan. If the District chooses within its discretion not to implement the ERI Plan where less than ten (10) or more eligible certificated employees submit their letters of retirement/resignation no later than March 1, 2016, then those letters of retirement/resignation shall be

deemed by the District as automatically withdrawn. Employees who still wish to resign must submit separate, subsequent letters of retirement/resignation. They will not receive the ERI Plan.

D. This one-time, this school year only ERI Plan is for each eligible certificated employee who timely files a voluntary and irrevocable letter of retirement/resignation to the District, the District shall deposit fifty percent (50%) of the employee's annual salary in the employee's name into the San Diego County Office of Education Fringe Benefit Consortium Deferred Compensation Program, which is a Internal Revenue Code section 403(b) Plan. The District shall contribute twenty-five percent (25%) in 2016 no later than July 15, 2016, and an additional twenty-five percent (25%) in 2017 no later than July 15, 2017.

E. This Memorandum of Understanding is not effective until ratified by the Governing Board of the District.

For The Association: _____
Date

For The District: _____
Date

Ratified by the Governing Board: _____
Date

November 17, 2015

National School District Proposal to NCETA for an Early Resignation Incentive Plan (ERI Plan) for Preschool

AGREEMENT

This Agreement is entered into by and between the National School District (hereinafter "District") and the National City Elementary Teachers Association (hereinafter "Association").

A. The District and the Association agree that the District shall make available a one-time Early Resignation Incentive Plan or "ERI Plan" for eligible preschool employees during the 2015-2016 school year only.

B. To be eligible for this one-time, this school year only ERI Plan, a preschool employee must be at least fifty (50) years of age as of June 30, 2016, and must be an employee of the District with at least ten (10) years of consecutive preschool employment with the District as of June 30, 2016.

C. In order to be effective, a minimum of two (2) eligible preschool employees must submit their voluntary and irrevocable letters of retirement/resignation to the District no later than March 1, 2016, to be effective no later than June 30, 2016. If two (2) or more eligible preschool employees submit such letters of resignation no later than March 1, 2016, the District shall implement the ERI Plan for all those eligible employees who timely filed such letters of resignation with the District.

If less than two (2) eligible preschool employees submit their voluntary and irrevocable letters of resignation no later than March 1, 2016, to be effective no later than March 1, 2016, the District within its discretion may still implement the ERI Plan. If the District chooses within its discretion not to implement the ERI Plan where less than two (2) or more eligible certificated employees submit their letters of resignation no later than March 1, 2016, then those letters of retirement/resignation shall be deemed by the District as automatically withdrawn. Employees who still wish to resign must submit separate, subsequent letters of resignation. They will not receive the ERI Plan.

D. This one-time, this school year only ERI Plan is for each eligible certificated employee who timely files a voluntary and irrevocable letter of resignation to the District, the District shall deposit forty percent (50%) of the employee's annual salary in the employee's name into the San Diego County Office of Education

Fringe Benefit Consortium Deferred Compensation Program, which is a Internal Revenue Code section 403(b) Plan. The District shall contribute twenty-five percent (25%) in 2016 no later than July 15, 2016, and an additional twenty-five percent (25%) in 2017 no later than July 15, 2017.

E. This Agreement is not effective until ratified by the Governing Board of the District.

For The Association: _____
Date

For The District: _____
Date

Ratified by the Governing Board: _____
Date

NCETA Proposal to NSD

11:07

November 17, 2015

Article 19 Special Education

3. Miscellaneous Provisions

- B. Special Education Special Day Class Teachers **and RSP Teachers** will be allotted a total of ~~five (5)~~ **Ten (10)** early release Thursdays (not Teacher Thursdays) **to be used for collaboration/IEP preparation at the discretion of the Teacher. These days will be scheduled by the teacher who will notify the principal of the date and purpose.**

- C. **As per Education Code section 56046, no retaliation, coercion, or intimidation by administrators will result if a unit member gives a dissenting opinion, information or recommendation at an IEP meeting. Teachers may choose to have such dissenting opinions documented in the IEP notes.**

- D. **No Special Education Teacher will be required to assist with any students beyond their legal or contractual caseload. No Special Education Teacher will instruct any students that he/she is not properly credentialed to teach.**

- E. **SLP unit members shall have a case load limit of 55. Should there be a need to increase case load beyond the case load limit, the SLP shall receive a stipend of \$10.00 per day per student. At no time shall the case load exceed 60.**

- F. **Special educators will be given training regarding SBAC accommodations as well as time cards for any extra hours in modifying IEPs for SBAC accommodations. All testing coordinators and LAS teachers assisting with testing will also be trained in the modifications for students with special needs.**