

OVSD – OVTA Tentative Agreement

Subject to Approval of Board of Trustees and OVTA Ratification

Tentative Agreement Reached March 31, 2010

Article	Memorandum of Understanding for 2009-10 and 2010-11
Article VI Hours	Create a Middle School Task Force by October 1, 2010 comprised of OVTA and OVSD representatives to develop options specific to middle school schedule and preparation/planning time.
Article VII Work Year and Article XIII Salaries	<p>OVTA agrees to reduce the 184 workday work year temporarily for 2009-10 by two (2) non-paid budget reduction furlough days. Per the state's legislative action, the two (2) days will be instructional days, which will be selected jointly and agreed upon by OVTA and the District. The annual salary schedule will be reduced by the number of budget reduction furlough days in 2009-10 multiplied by the member's daily rate of pay (See attached salary schedule.) This reduction in the annual contract salary computation will be evenly distributed through the remaining 2009-10 pay checks. The salary for members, who work less than a full year and part-time members, shall be reduced on a pro-rata basis.</p> <p>OVTA agrees to reduce the 184 workday work year temporarily for 2010-11 by six (6) non-paid budget reduction furlough days. Per the state's legislative action, the six (6) days will be a combination of five (5) instructional and one (1) non-instructional day, which will be selected jointly and agreed upon by OVTA and the District. The annual salary schedule will be reduced by the number of budget reduction furlough days in 2010-11 multiplied by the member's daily rate of pay (See attached salary schedule.) This reduction in the annual contract salary computation will be evenly distributed through the 2010-11 pay checks. The salary for members, who work less than a full year and part-time members, shall be reduced on a pro-rata basis.</p>
Article XXVIII Term and Calendar	<p>All Articles, excluding Adoption/Paternity Leave and Article 14.1 Health and Welfare Benefits will be considered Memorandums of Understanding and will sunset on June 30, 2011 and revert back to the contract language of the 2008-2009 certificated bargaining agreement. This agreement shall be effective upon ratification by both parties and remain in full force and effect up to and including July 1, 2009 through June 30, 2011.</p> <p>Effective July 1, 2010, and implemented when the state budget is approved, either party may reopen 2010-2011 contract negotiations on or before November 1, 2010 contingent upon the positive or negative variance of \$500,000 in the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA Object Code 8010-8099) for the 2010-11 Adopted Budget as compared to the 2010-11 First Interim Report. Such increase shall include:</p> <ul style="list-style-type: none"> a. OVSD 2010-11 funded BRL/ADA including Cost Of Living Adjustments plus; b. 100% of 2010-11 Deficit Reduction plus; c. 100% of 2010-11 Equalization. <p>(See attached example.)</p> <p>The parties agree to Sunshine 2011-12 proposals at the December 2010 OVSD School Board meeting and shall begin negotiations after the 2010-11 First Interim report is presented to the OVSD School Board.</p>

EXAMPLE:

FORMULA FOR DETERMINING 2010-11 REOPENING OF CONTRACT NEGOTIATIONS		
	2009-10 Number Values Approved by the State Budget	2010-11 Estimated Numbers Values to be determined when State Budget is approved
<p>1. Adopted Budget BRL/ADA including equalization; plus deficit reduction; plus State increase(s)/ decrease(s) to the District's funded base revenue limit. (Object Code 8010-8099)</p> <p>Note: Form RL shall be used to calculate the total BRL/ADA.</p>	\$47,069,966	\$44,899,449 Note: Estimated Number included from Multi-year projection developed at 2nd Interim Report.
<p>2. First Interim Report BRL/ADA including equalization; plus deficit reduction; plus State increase(s)/ decrease(s) to the District's funded base revenue limit. (Object Code 8010-8099)</p>	\$44,525,250	
<p>3. Difference from Adopted Budget as compared to the First Interim Report (Subtract Line 2 from Line 1)</p>	-\$2,544,716	
<p>Had this formula been applied for 2009/10, the District would have the option to re-open contract negotiations.</p>	Possible Result: Re-open Negotiations	

Article	Memorandum of Understanding for 2009-10 and 2010-11
<p>Article XII 12.8.3 Leave Provisions</p>	<p>For the 2010-11 school year, ten (10) of the Personal Necessity leave days under this section may be taken by a Teacher each school year for "personal reasons" subject to the following requirements: 12.8.3.1 Thru 12.11 (Maintain current contract language.)</p>
<p>Article XIII 13.5.3.1 Salaries</p>	<p>For the 2010-11 school year, suspend all unrestricted stipends including Compensation for Coaching in the After School Sports Program (13.11) and task force/extra duty pay assignments excluding Special Education (13.5.4), and District Health Services Coordinator (13.5.7). Should the District reinstate any of the above, it shall do so equitably for either all middle or all elementary schools.</p>

Article	Proposed CONTRACT LANGUAGE CHANGES
<p style="text-align: center;">Article XII Leave Provisions 12.12 Adoption/Paternity Leave (New Contract Language)</p> <p>(Note: Renumbering of current subsections 12.12 thru 12.18 required.)</p>	<p>12.12.1 Adoption Leave – In addition to the ten (10) days available of Personal Necessity Leave provided in section 12.8 set forth above, a male or female teacher may be granted up to twenty (20) days of their accrued available sick leave allotment to be taken for matters relating to the adoption process or immediately upon adoption of a child pending availability of accrued sick leave for a maximum of thirty (30) days. A teacher may use Adoption Leave prior to using Personal Necessity days for purposes of the paragraph.</p> <p style="padding-left: 40px;">12.12.1.1 A teacher using leave per this section shall submit documentation to verify the appropriate use of this leave.</p> <p style="padding-left: 40px;">12.12.1.2 Except in cases of emergency, the teacher requesting this leave shall notify the district at least twenty (20) days in advance.</p> <p>12.12.2 Paternity Leave – A male teacher may be granted up to ten (10) days of his accrued available sick leave allotment to be taken immediately prior or upon the birth of his child to care for his child or the other of his child, or when a severe emergency occurs with the mother or unborn or newborn child, which unavoidably requires the immediate attention of the father for a maximum of ten (10) days. A teacher may use paternity leave prior to using Personal Necessity days for purposes allowed in the paragraph.</p> <p style="padding-left: 40px;">12.12.2.1 Except in cases of emergency, the teacher requesting this leave shall notify the district at least five (5) days in advance.</p>
<p style="text-align: center;">Article XIV Health and Welfare Benefit Program 14.1 Health and Welfare Benefits</p>	<p>14.1.1 For the 2009-10 and 2010-11 school years, the District shall contribute \$7,775 for each full time teacher. Part-time Teachers shall receive a proportionate amount in accordance with the following formula:</p> $\frac{\text{No. Hrs. Service per Week}}{30} \times \frac{\text{Health and Welfare Benefit Package}}{\text{District Contribution}} = \text{District Contribution}$ <p>14.1.1.1 thru 14.4.1.8 Maintain current contract language excluding the following:</p> <p>14.1.6.1 Fee for Service Plan: A mutually acceptable provider and plan including employee, employee + one dependent and family rates.</p> <p>14.1.6.2 H.M.O Plans: Through a mutually acceptable healthcare provider each including employee, employee + one dependent, and family rates.</p> <p>14.1.6.3 Dental Program: Through a mutually acceptable dental provider.</p> <p>14.1.7 The District Health and Welfare Insurance Committee will reconvene to consider other health plan providers to improve the value of insurance dollars including quotes from all requested vendors. Committee will include OVSD employees (certificated, classified, confidential, management) of all benefitted levels (one-party, two-party, family) and the healthcare providers mutually agreed to by the Association and the District. Committee shall establish a meeting schedule to review Health and Welfare benefits and make recommendations to each bargaining unit.</p>

Article	Proposed CONTRACT LANGUAGE CHANGES
<p style="text-align: center;">Article XXVIII Term and Calendar</p>	<p>28.1.1 This agreement shall be effective upon ratification by both parties and remain in full force and effect up to and including July 1, 2009 through June 30, 2011.</p> <p>28.1.2 (Delete current contract language.)</p> <p>28.1.3 (Delete current contract language.)</p> <p>28.2 Calendar</p> <p>A subcommittee composed of two (2) members appointed by the Association and two (2) members appointed by the District shall meet for the purpose of making recommendations regarding the upcoming school year calendar. The Committee shall give its recommendation to the negotiation teams no later than February 1, of each year. Any recommendations shall be subject to mutual agreement of the parties.</p> <p>(See attached 2010-11 calendar.)</p>

IMPORTANT NOTE:

With this agreement, it is understood that OVTA and OVSD's shared goal is accomplished and will preserve jobs and maintain our programs to the extent possible within budgetary constraints.

Tentative Agreement Reached

Date: March 31, 2010

OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, California

2009-2010 Teachers' Salary Schedule
(Effective July 1, 2009)

		A	B**	C**	D**
Exp. Steps	B.A.	B.A. + 15	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 Incl M.A. or M.A. + 15
1	38044	40860	43882	47130	50618
2	39756	42697	45858	49251	52895
3	39756	44618	47920	51466	55275
4	39756	46627	50077	53783	57763
5	39756	48725	52331	56203	60362
6			54685	58733	63079
7			57146	61377	65918
8			59719	64138	68883
9			62406	67023	71984
10	39756	48725	65213	70040	75222
11				73192	78607
12					82144
16*					85842
21*					89704
26*					93741

Intern Teacher Salary will be fixed at the rate of 89.4% of A-1 - \$36,529

*Prior service credit granted for employment does count for longevity steps D-16, D-21 & D-26

** With Preliminary or Professional Clear Credential

186 Days - New Teachers

184 Days - Returning Teachers

Board Adopted: 12/11/2007

4% Increase As Part Of 07-08 Negotiation

**Memorandum of Understanding
Between
Ocean View School District
and
Ocean View Teachers Association**

EXTENDED DAY KINDERGARTEN

Ocean View School District and Ocean View Teachers Association hereby mutually agree to commit to the Extended Day Kindergarten program to serve our students, parents, and community.

6.3.1 Extended Day K Teachers will teach 50,400 contact minutes with students beginning September 2010 and ending June 2011.

To provide for the success of the Extended-Day Pilot Kindergarten program, the District shall provide the Extended-Day Kindergarten Teacher instructional support in the classroom for a minimum of two (2) hours per day with a District Instructional Aide.

Teachers may volunteer for this assignment. If there are insufficient volunteers for this assignment, the District may assign the least senior Teacher to the Extended-Day Kindergarten program.

This Memorandum of Understanding shall be in effect for the 2010-2011 school year.

Date: March 31, 2010

Ocean View School District

Ocean View Teachers Association

Beverly M. Hempstead
Deputy Superintendent

Margaret L. Dalley
Negotiations Chairperson

OVSD 2010/11 Calendar*

178 Work Days

Tentative Agreement Reached March 31, 2010

*Pending Board of Trustees Approval and OVTA Ratification

M	T	W	Th	F
July-10				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	Th	F
January-11				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	Th	F
August-10				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	Th	F
February-11				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

M	T	W	Th	F
September-10				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	Th	F
March-11				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	Th	F
October-10				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	Th	F
April-11				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	Th	F
November-10				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

M	T	W	Th	F
May-11				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	Th	F
December-10				
	1	2	3	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	Th	F
June-11				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

# of Days	20	08/30/10	New Teachers Begin
		09/02/10	Teachers Return
		09/08/10	First Day for Students
		09/06/10	Labor Day
		11/11/10	Veterans' Day
		11/22 - 11/26	Thanksgiving Break (5 dys)
		12/20 - 12/31/10	Winter Recess
		01/03/11	January Return Date
# of Days	18	01/17/11	MLK Holiday
		02/14/11	Lincoln Birthday
		02/21/11	Presidents' Day
		04/18 - 04/22/11	Spring Break
		4/24/2011	Easter Sunday
		05/30/11	Memorial Day
		06/21/11	Closing Day
		2009/10 TOTAL	182
		2010/11 TOTAL	178
		2010/11	
		Instructional Days	175
		Teacher In-Service Budget Reduction Furlough Day 2010/11	
		Wednesday, September 1, 2010	
		Instructional Budget Reduction Furlough Days 2010/11	
		Friday, November 12, 2010	
		Friday, May 27, 2011	
		Friday, June 17, 2011	
		Monday, June 20, 2011	
		Tuesday, June 21, 2011	

