

Ocean View School District
and
Ocean View Teachers Association
2020-21 and 2021-22 Tentative Agreement

Date: June 23, 2021

Time: 11:44 AM

RE: Article VI: Hours
Article XIII: Salaries
Article XIV: Health and Welfare Benefit Program
Article XXVII: Term and Calendar
Article XXXIII: Special Education (New Article)
Memorandum of Understandings (MOUs):
Extended Day Kindergarten MOU
Local Control Funding Formula and Grade Span Adjustment MOU

The Ocean View School District of Orange County (District) and Ocean View Teachers Association (OVTA) have completed negotiations for 2020-21 and 2021-22, and agree to maintain the provisions of the current certificated collective bargaining agreement except as follows:

ARTICLE VI HOURS

Convert the 2019-20 Middle School Ten (10) Modified Days Memorandum of Understanding into permanent contract language as follows:

6.5.2 Modified Days

Elementary School Modified Days *(Maintain Current Contract Language)*

Middle School Modified Days

Ten (10) Modified Thursdays, one early release day each month, will be designated at the Middle Schools for staff meetings, professional learning communities, collaboration time, professional development, and planning time (See Appendix J for 2021-22 Dates).

Initials:  Felix Avila  Bryan Leipper
2020-21 and 2021-22 OVTA & OVSD Tentative Agreement, June 23, 2021

With the understanding that there may be times when the District provides their Site Principals a directive regarding a specific professional development initiative that would further enhance the District's curricular goals, the Association School Site Representative(s) and school site Principal shall collaboratively determine the Teachers' needs for professional development and professional growth.

The Principal and the Site Representative(s) shall discuss, review, and/or plan the agenda for the ten (10) Modified Thursdays. As stated previously, there will be times when the agenda will include District directives.

When scheduled at the school site, each of these ten (10) Modified Thursdays may include the following in no particular order:

- a) District directed staff meetings, professional learning communities, professional development, and/or planning time
- b) Teacher directed planning and collaboration time
- c) Minimum of a thirty (30) minute Duty-free lunch

Through the PAL process, the Principal and the Site Representative(s) may agree to implement a different time structure than the example provided below.

Given that the four middle schools have different dismissal times, a fifteen (15) minute travel allowance shall be granted to Teachers commuting from one site to another. When Teachers from at least two middle schools are coming together with different start times, the dismissal time shall be aligned with the school with the earliest start time.

Should it be a necessity to schedule a staff meeting above and beyond these ten (10) days, the Principal shall communicate with the Site Representative(s) utilizing the PAL process. With the School Site Representative's consent, all Teachers shall be given at least seventy-two (72) hours written prior notice via email when a mandatory meeting is scheduled. Article II, Section 2.3 shall be applicable in the event of an emergency.

Convert the long-standing 2016-17 Planning and Conducting Professional Development Memorandum of Understanding into permanent contract language as follows:

6.6 Planning and Conducting Professional Development

6.6.1 Continuing the 2016-2017, 2017-2018, and 2018-19, Memorandum of Understandings, the District and the Association shall continue to collaboratively plan the agendas. Agendas for the two (2) mid-year professional development days, shall include the following:

6.6.1.1 Two (2) Mid-Year Professional Development dates shall be jointly selected and agreed to by the Association and District Bargaining Teams to adhere to the Teachers' needs for staff development and professional growth.

6.6.1.2 The Professional Development day agendas shall be mutually discussed, developed, and agreed to by the Association and the District. To develop these agendas, a committee shall be established. The parties shall be responsible for selecting their respective representatives, not to exceed four (4) from each party. The number of committee members may be exceeded by mutual agreement.

6.6.1.3. Professional Development days will include time for participants to process and engage with the material, time to plan using the new information, and then have time for professional reflection (individual and collectively) in order to gain and build upon new information presented.

6.6.1.4 Site Administrators and OVTA Site Representatives are encouraged to follow the PAL principles and the steps delineated above in the development of agendas for release days and Modified Days to make every effort to ensure that meetings are meaningful and productive.

ARTICLE XIII SALARIES

13.1 The Salary Schedules for 2020-2021 and 2021-22 are set forth in attached Appendix E and E1.

Effective July 1, 2020, increase the 2019/2020 Teacher's Salary Schedule (Appendix E-2) by zero percent (0.0%). See attached 2020/21 Appendix E.

Effective July 1, 2021, increase the 2020/2021 Teacher's Salary Schedule (Appendix E) by three percent (3.00%). See attached Appendix E1.

In addition to the three percent (3.00%) on-going salary increase, Unit Members in active status as of September 3, 2021, shall receive a one-time off schedule payment of two thousand eight hundred dollars (\$2,800). This payment shall be included on or before the Unit Member's October 2021 pay warrant.

ARTICLE XIV HEALTH AND WELFARE BENEFIT PROGRAM

14.1. Health and Welfare Benefits

14.1.1 Effective ~~January 1 2019~~ **July 1, 2021**, the District shall contribute **the following amounts** ~~an additional four hundred fifty (\$450)~~ for each full-time Unit Member towards medical, dental, vision, income protection, and life insurance:

Employee Only	\$8,900	<u>\$9,900</u>
Employee plus 1	\$9,650	<u>\$12,650</u>
Employee plus family	\$11,450	<u>\$15,450</u>

Part-time Unit Members shall receive a proportionate amount in accordance with the following formula:

$$\frac{\text{No. Hrs. Service per Week}}{30} \times \text{Health and Welfare Benefit Package} = \text{District Contribution}$$

14.1.1.1 (*Maintain Current Contract Language*)

14.1.2 through 14.1.4 (*Maintain Current Contract Language*)

14.1.5 The District will provide a health and welfare benefit program. ~~that will require~~ Each Teacher **must** participate in medical (**required**) and life insurance (**required**). **Each Teacher, however, may choose to enroll in** dental, vision, and income protection. **The health and welfare plans** will include the following provisions:

14.1.5.1 through 14.1.5.4 (*Maintain Current Contract Language*)

14.1.5.5 Insurance Committee shall ~~have a January meeting~~ **meet** to request possible quotes for bargaining based on trends ~~to be received no later than March 1.~~ **when it is financially prudent to do so.**

14.1.5.6 through 14.1.5.7 (*Maintain Current Contract Language*)

14.1.6 (*Maintain Current Contract Language*)

14.2 – 14.5 (*Maintain Current Contract Language*)

Article XXVII Term and Calendar

27.1 Term

This Agreement shall remain in full force and effect from July 1, 2020 ~~July 1, 2019~~ through ~~June 30, 2020~~ June 30, 2022.

ARTICLE XXXIII SPECIAL EDUCATION (New Article)

Convert the long-standing 2016-17 Joint Special Education Issues Committee Memorandum of Understanding into permanent contract language as follows:

33.1 Special Education Committee

33.1.1 The District and Association acknowledge a need to continue our efforts to address special education issues at-large and their impact on staff. Local, county, and statewide issues include, and are not limited to, Individualized Education Program (IEP) meetings, which are legally mandated, Unit Members' attendance at such meetings, as well as, researching/analyzing class size, case-load, and working conditions. Special Education staff are Special Day Class Teachers, Speech and Language Pathologists, and Educational Specialists.

33.1.1.1 A Special Education Ad Hoc Committee shall be formed and shall meet by the first Friday of November. This committee shall be co-chaired by a District and Association designee.

33.1.1.2 The Special Education Committee agendas shall be mutually discussed, developed, and agreed to by the Association and the District.

33.1.1.3 The parties shall be responsible for selecting their respective representatives, not to exceed six (6) from each party. The number of committee members may be exceeded by mutual agreement.

33.1.1.4 This committee shall meet as needed in accordance with the committee members.

33.1.1.5 Association members attending the Special Education Committee meetings shall be provided a substitute when needed at the District's expense. If the Association committee members reach a consensus and agree to meet beyond the 7.5 hour workday, then those Unit Members in attendance shall be compensated at the Extra Duty Pay rate, in accordance with Article XIII Salaries Section 13.7.

33.1.1.6 This committee shall prepare recommendations to be reviewed by the negotiations teams.

2020-21 and 2021-22 OVTA and OVSD Tentative Agreement

Date: June 23, 2021

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Felix Avila
Assistant Superintendent, Human Resources
Ocean View School District

Bryan Leipper
Negotiations Chairperson
Ocean View Teachers Association

Ocean View School District
and
Ocean View Teachers Association
2020-21 and 2021-22 Memorandum of Understanding

Extended-Day Kindergarten

Ocean View School District (District) and Ocean View Teachers Association (Association) re-enter into this Memorandum of Understanding and agree as follows:


In accordance with Article VI Hours, Section 6.4.1, Extended-Day Kindergarten Teachers teach **approximately** 50,400 contact minutes with students beginning September **2020** and ending June **2022**.

To provide for the success of the Extended-Day 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.


This Memorandum of Understanding shall be effective from July 1, **2020** through June 30, **2022**.

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Assistant Superintendent, Human Resources
Ocean View School District



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Negotiations Chairperson
Ocean View Teachers Association

Ocean View School District
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2020-21 and 2021-22 Memorandum of Understanding

LOCAL CONTROL FUNDING FORMULA AND GRADE SPAN ADJUSTMENT

The Ocean View School District (District) and Ocean View Teachers Association (Association) re-enter into this Memorandum of Understanding and agree as follows:

1. For the 2020-21 and 2021-22 school years, the annual average class enrollment at each school site shall not exceed 27:1 for grades Kindergarten (K) – 3rd Grade.
2. This constitutes an “alternative annual average class enrollment for each school site” within the meaning of Education Code section 42238.02(d)(3)(B), (C), and (D).
3. If at any time, during the 2020-21 and 2021-22 school years, the District learns that compliance with this Memorandum of Understanding may result in any reduction to its augmentation funding for K-3rd grade span adjustment under the Local Control Funding Formula, the District and Association agree to meet immediately and negotiate to bring the above grade span adjustment language exception into compliance with the law.

This Memorandum of Understanding shall be effective from July 1, 2020 through June 30, 2022.

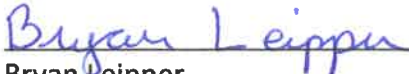
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Assistant Superintendent, Human Resources
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OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, CA
2021/2022 Middle School Modified Days

Ten (10) Modified Thursdays, one early release day each month, are designated at the Middle Schools for staff meetings, professional learning communities, collaboration time, professional development, and planning time.

2021-22 Dates are as follows:

September 16, 2021	February 17, 2022
October 21, 2021	March 17, 2022
*November 4, 2021	*April 7, 2022 *Moved due to Parent Conference Week
December 16, 2021	May 19, 2022
January 20, 2022	June 9, 2022

Given that the four middle schools have different dismissal times, a fifteen (15) minute travel allowance shall be granted to Teachers commuting from one site to another. When Teachers from at least two middle schools are coming together with different start times, the dismissal time shall be aligned with the school with the earliest start time.

EXAMPLE:

Schools	Student Dismissal	“Duty”	Duty-Free Lunch	Professional Development
Mesa/Spring	12:35	12:35 - 12:50	12:50 - 1:20	1:20 - 3:15
Vista/Marine	12:05	12:05 - 12:20	12:20 - 12:50	12:50 - 2:45

EXAMPLE – Different Start and Dismissal Times:

Schools	Student Dismissal	“Duty”	Duty-Free Lunch	Professional Development
Mesa/Marine	12:35 & 12:05	15 minutes	Lunch + 15 min Travel Time	End @ 2:45PM
Vista/Spring	12:05 & 12:35	15 minutes	Lunch + 15 min Travel Time	End @ 2:45PM

The following Appendices shall be removed AND/OR renumbered from the collective bargaining agreement:

Appendix I BEGINNING TEACHER SUPPORT AND ASSESSMENT PROGRAM
Delete

Appendix J SALARY
Delete

Appendix J MIDDLE SCHOOL TEN (10) MODIFIED THURSDAYS
NEW Appendix J

Appendix K HEALTH AND WELFARE BENEFIT POOL
Delete

Appendix L LOCAL CONTROL FUNDING FORMULA AND GRADE SPAN ADJUSTMENT
Shall become the NEW Appendix I

Appendix M TEACHERS DISPLACED OUTSIDE OF OCEAN VIEW SCHOOL DISTRICT 2014-15
Delete

Appendix N PLANNING AND CONDUCTING PROFESSIONAL DEVELOPMENT
Delete and converted into permanent contract language

Appendix O INDIVIDUALIZED EDUCATION PROGRAM MEETINGS
Delete

Appendix P 2016-17 Contract Negotiations
Delete

Appendix Q TEACHERS DISPLACED OUTSIDE OF OCEAN VIEW SCHOOL DISTRICT 2014-15
Delete

Appendix R MIDDLE SCHOOL SIX-SIXTH PILOT PROGRAM
Delete

Appendix S JOINT SPECIAL EDUCATION ISSUES COMMITTEE
Delete and converted into permanent contract language

Appendix T MIDDLE SCHOOL TEN (10) MODIFIED THURSDAYS
Delete and modified version as noted above shall become the NEW Appendix J



OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, CA

2020/2021 Teacher's Salary Schedule
Effective July 1, 2020

Step 21 becomes the NEW Step 20
Step 24 becomes the NEW maximum step on the Salary Schedule

	Y	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	\$43,329	\$46,538	\$49,980	\$53,679	\$57,651
2	\$45,280	\$48,629	\$52,231	\$56,096	\$60,245
3	\$45,280	\$50,817	\$54,578	\$58,618	\$62,957
4	\$45,280	\$53,105	\$57,035	\$61,257	\$65,790
5	\$45,280	\$55,495	\$59,602	\$64,013	\$68,750
6			\$62,284	\$66,894	\$71,846
7			\$65,086	\$69,905	\$75,078
8			\$68,017	\$73,049	\$78,455
9			\$71,077	\$76,337	\$81,986
10	\$45,280	\$55,495	\$74,274	\$79,772	\$85,673
11				\$83,362	\$89,529
12					\$93,558
16*					\$97,769
20*					\$102,169
24*					\$107,278

Intern Teacher Salary will be fixed at the rate of 89.4% of A-1 = \$41,605

*Prior service credit granted for employment does count for longevity steps D-16, D-20 & D-24

**With Preliminary or Professional Clear Credential

186 Days - New Teachers
184 Days - Returning Teachers

Initials: FA Felix Avila BL Bryan Leipper



OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, CA

2021/2022 Teacher's Salary Schedule
Effective July 1, 2021

	Y	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	\$44,629	\$47,934	\$51,479	\$55,289	\$59,381
2	\$46,638	\$50,088	\$53,798	\$57,779	\$62,052
3	\$46,638	\$52,342	\$56,215	\$60,377	\$64,846
4	\$46,638	\$54,698	\$58,746	\$63,095	\$67,764
5	\$46,638	\$57,160	\$61,390	\$65,933	\$70,813
6			\$64,153	\$68,901	\$74,001
7			\$67,039	\$72,002	\$77,330
8			\$70,058	\$75,240	\$80,809
9			\$73,209	\$78,627	\$84,446
10	\$46,638	\$57,160	\$76,502	\$82,165	\$88,243
11				\$85,863	\$92,215
12					\$96,365
16*					\$100,702
20*					\$105,234
24*					\$110,496

DRAFT

Intern Teacher Salary will be fixed at the rate of 89.4% of A-1 = \$42,853

*Prior service credit granted for employment does count for longevity steps D-16, D-20 & D-24

**With Preliminary or Professional Clear Credential

186 Days - New Teachers
184 Days - Returning Teachers

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