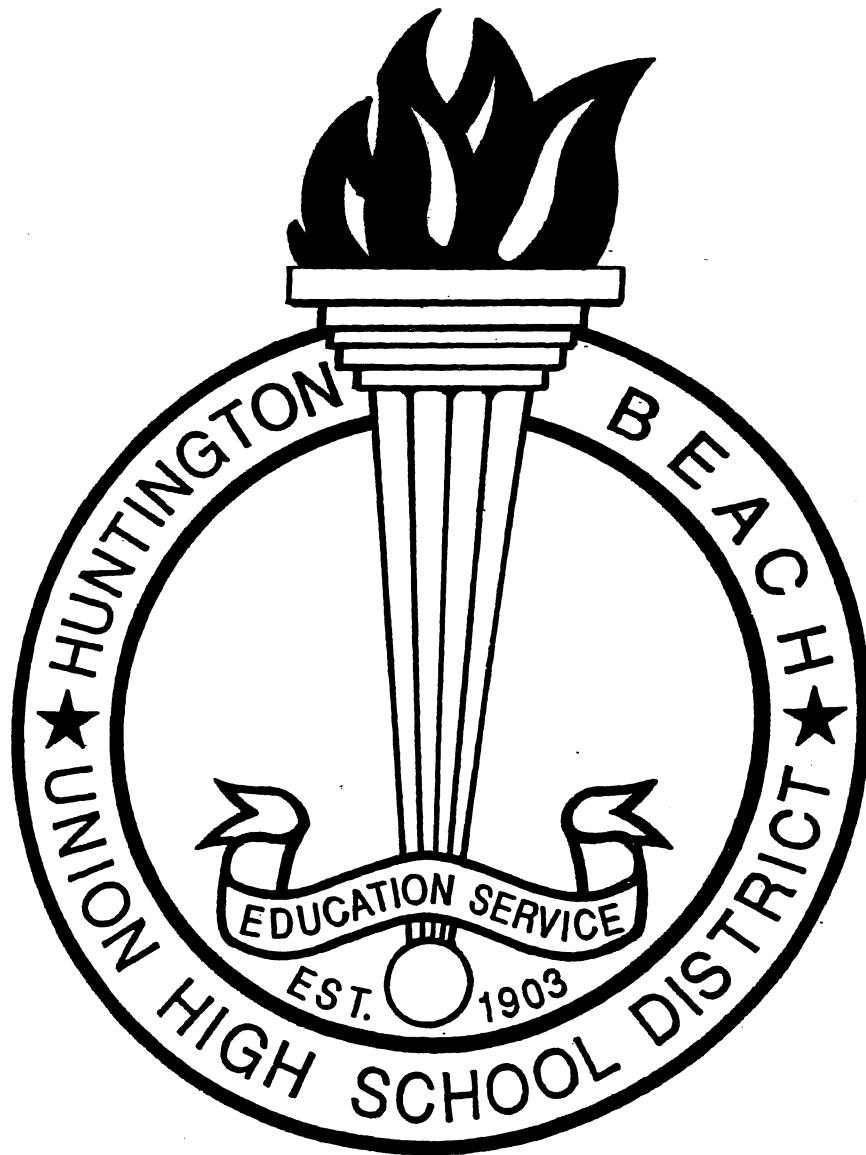


HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

AGENDA



FOR THE SPECIAL MEETING OF THE
BOARD OF TRUSTEES

March 26, 2014



HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

5832 Bolsa Avenue • Huntington Beach, California 92649
(714) 903-7000 FAX (714) 892-5750

Board of Trustees:
Bonnie Castrey
Duane Dishno
Susan Henry
Kathleen Iverson
Michael Simons

Gregory S. Plutko, Ed.D., Superintendent of Schools

March 21, 2014

NOTICE OF SPECIAL BOARD MEETING

To: Bonnie Castrey
Duane Dishno
Susan Henry
Kathleen Iverson
Michael Simons

Members of the Board of Trustees of the Huntington Beach Union High School District:

You are hereby notified that a special meeting of the Board of Trustees will be held at the Huntington Beach Union High School District Office, 5832 Bolsa Avenue, Huntington Beach, California, on Wednesday, March 26, 2014 at 8:00 a.m.

The purpose of the meeting:

1. PLEDGE OF ALLEGIANCE
2. PUBLIC COMMUNICATION TO THE BOARD
3. OPEN SESSION

PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENTS FOR
DEA AND HBPSA:
(4-A)

Superintendent's Comments: The enactment of AB1200 and subsequent legislation requires public disclosure of agreements between the district and the bargaining unit prior to adoption. The attached public disclosures are presented in the form prescribed by the Orange County Department of Education. (REFERENCE 4-A)

(Information)

Our mission is to maximize learning for every student by providing an educational environment in which students thrive and become creative, responsible, and collaborative critical thinkers prepared for college, career and global citizenship.

RATIFICATION OF
DEA CONTRACT:
(4-B)

Superintendent's Comments: Approval is recommended to ratify the tentative agreement reached between the District and the District Educators Association on March 10, 2014. The term of the agreement is for one year, July 1, 2013 through June 30, 2014.

The tentative agreement includes a 4.25 percent increase on the 2013-14 Teachers' Salary Schedule retroactive to July 1, 2013. The salary schedules for hourly teachers will be increased by 4.25 percent on the 2013-14 Adult Education and Home Teacher Hourly Salary Schedules. The retroactive increase to be paid on the May 30, 2014 Payroll. (REFERENCE 4-B)

(Action)

RATIFICATION OF
HBPSA CONTRACT:
(4-C)

Superintendent's Comments: Approval is recommended to ratify the tentative agreement reached between the District and the Huntington Beach Pupil Services Association on March 14, 2014. The term of agreement is for one year, July 1, 2013 through June 30, 2014.

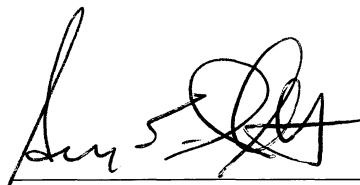
The tentative agreement includes a 4.25 percent increase on the 2013-14 Pupil Services Salary Schedule retroactive to July 1, 2013 and to be paid on the May 30, 2014 Payroll. (REFERENCE 4-C)

(Action)

5. PUBLIC COMMUNICATION TO THE BOARD

6. CLOSED SESSION: Public Employee Appointment/Assignment/Reassignment/ Discipline/Dismissal/Release – Government Code section 54957 and Education Code sections 44896 and 44951. Present will be Dr. Gregory Plutko, Dr. Don Austin, Dr. Carolee Ogata and Ms Carrie Delgado

Kathy Iverson, President
Board of Trustees



Gregory S. Plutko, Ed.D.
Superintendent

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Huntington Beach Union High School District - District Educators Association

School District - Bargaining Unit: (DEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014
(date) (date)

The Governing Board took action on this agreement on: March 26, 2014
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2013/2014	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013/2014	Year 2 Increase/(Decrease) FY 2014/2015	Year 3 Increase/(Decrease) FY 2015/2016
1 Salary Schedule Increase (Decrease)	\$ 52,752,051	\$ 2,304,695	\$ -	\$ -
		4.37%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ 116,650	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation: Special Education, Community Day School, and Coast High School additional release time for teachers				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 6,991,733	\$ 315,768	\$ -	\$ -
		4.52%	0.00%	0.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 59,743,784	\$ 2,737,113	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	676.60	676.60	676.60	0.00
8 Total Compensation <u>Average</u> Cost per Employee	\$ 88,300	\$ 4,045	\$ -	\$ -
		4.58%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

4.25% salary schedule increase retroactive to July 1, 2013.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

Coast High School hourly paid teachers will be transferred to the certificated teacher salary schedule.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☒

If yes, please describe the cap amount.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Additional release time for Special Education, Community Day School and Coast High School teachers and updates on WASC stipends, 7/6 contracts, maximum student contacts, and class size adjustments with no changes in compensation.

C. What are the specific impacts 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 (i.e., counselors, librarians, custodial staff, etc.)

None

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Increase to deficit financing in 2013/14 to be funded from "Unassigned/Unappropriated Reserves". No deficit financing in 2014/15 and 2015/16.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

No

G. Source of Funding for Proposed Agreement

1. Current Year

To be funded from "Unassigned/Unappropriated Reserves" in 2013/14

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

On-going Local Control Funding Formula revenue limit increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **District Educators Association (DEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 108,678,411	\$ -	\$ -	\$ 108,678,411
Remaining Revenues (8100-8799)	\$ 3,481,188	\$ -	\$ -	\$ 3,481,188
TOTAL REVENUES	\$ 116,562,811	\$ -	\$ -	\$ 116,562,811
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 50,483,687	\$ 1,856,271	\$ -	\$ 52,339,958
Classified Salaries (2000-2999)	\$ 15,866,019		\$ -	\$ 15,866,019
Employee Benefits (3000-3999)	\$ 26,620,961	\$ 245,189	\$ -	\$ 26,866,150
Books and Supplies (4000-4999)	\$ 2,748,550	\$ -	\$ -	\$ 2,748,550
Services, Other Operating Expenses (5000-5999)	\$ 7,682,782	\$ -	\$ -	\$ 7,682,782
Capital Outlay (6000-6599)	\$ 57,755	\$ -	\$ -	\$ 57,755
Other Outgo (7100-7299) (7400-7499)	\$ 2,056,871	\$ -	\$ -	\$ 2,056,871
Direct Support/Indirect Cost (7300-7399)	\$ (667,305)	\$ -	\$ -	\$ (667,305)
Other Adjustments				
TOTAL EXPENDITURES	\$ 104,849,320	\$ 2,101,460	\$ -	\$ 106,950,780
OPERATING SURPLUS (DEFICIT)	\$ 11,713,491	\$ (2,101,460)	\$ -	\$ 9,612,031
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (12,081,437)	\$ -	\$ -	\$ (12,081,437)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (367,946)	\$ (2,101,460)	\$ -	\$ (2,469,406)
BEGINNING BALANCE	\$ 25,998,091			\$ 25,998,091
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 25,630,145	\$ (2,101,460)	\$ -	\$ 23,528,685
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ -	\$ -	\$ 76,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ -	\$ -	\$ 24,283
Reserve for Economic Uncertainties (9789)	\$ 4,408,395	\$ 82,113	\$ -	\$ 4,490,508
Unassigned/Unappropriated (9790)	\$ 21,121,467	\$ (2,183,573)	\$ -	\$ 18,937,894

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **District Educators Association (DEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 4,297,451	\$ -	\$ -	\$ 4,297,451
Remaining Revenues (8100-8799)	\$ 24,482,621	\$ -	\$ -	\$ 24,482,621
TOTAL REVENUES	\$ 31,128,692	\$ -	\$ -	\$ 31,128,692
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 13,433,217	\$ 565,074	\$ -	\$ 13,998,291
Classified Salaries (2000-2999)	\$ 9,449,269	\$ -	\$ -	\$ 9,449,269
Employee Benefits (3000-3999)	\$ 8,090,766	\$ 70,579	\$ -	\$ 8,161,345
Books and Supplies (4000-4999)	\$ 3,596,969	\$ -	\$ -	\$ 3,596,969
Services, Other Operating Expenses (5000-5999)	\$ 6,231,819	\$ -	\$ -	\$ 6,231,819
Capital Outlay (6000-6599)	\$ 395,794	\$ -	\$ -	\$ 395,794
Other Outgo (7100-7299) (7400-7499)	\$ 400,914	\$ -	\$ -	\$ 400,914
Direct Support/Indirect Cost (7300-7399)	\$ 498,419	\$ -	\$ -	\$ 498,419
Other Adjustments				
TOTAL EXPENDITURES	\$ 42,097,167	\$ 635,653	\$ -	\$ 42,732,820
OPERATING SURPLUS (DEFICIT)	\$ (10,968,475)	\$ (635,653)	\$ -	\$ (11,604,128)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 12,081,437	\$ -	\$ -	\$ 12,081,437
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,112,962	\$ (635,653)	\$ -	\$ 477,309
BEGINNING BALANCE	\$ 1,384,276			\$ 1,384,276
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,497,238	\$ (635,653)	\$ -	\$ 1,861,585
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,497,238	\$ (635,653)	\$ -	\$ 1,861,585
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

4(A) (5) 3-26-14

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **District Educators Association (DEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 112,975,862	\$ -	\$ -	\$ 112,975,862
Remaining Revenues (8100-8799)	\$ 27,963,809	\$ -	\$ -	\$ 27,963,809
TOTAL REVENUES	\$ 147,691,503	\$ -	\$ -	\$ 147,691,503
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,916,904	\$ 2,421,345	\$ -	\$ 66,338,249
Classified Salaries (2000-2999)	\$ 25,315,288	\$ -	\$ -	\$ 25,315,288
Employee Benefits (3000-3999)	\$ 34,711,727	\$ 315,768	\$ -	\$ 35,027,495
Books and Supplies (4000-4999)	\$ 6,345,519		\$ -	\$ 6,345,519
Services, Other Operating Expenses (5000-5999)	\$ 13,914,601	\$ -	\$ -	\$ 13,914,601
Capital Outlay (6000-6599)	\$ 453,549	\$ -	\$ -	\$ 453,549
Other Outgo (7100-7299) (7400-7499)	\$ 2,457,785	\$ -	\$ -	\$ 2,457,785
Direct Support/Indirect Cost (7300-7399)	\$ (168,886)	\$ -	\$ -	\$ (168,886)
Other Adjustments				
TOTAL EXPENDITURES	\$ 146,946,487	\$ 2,737,113	\$ -	\$ 149,683,600
OPERATING SURPLUS (DEFICIT)	\$ 745,016	\$ (2,737,113)	\$ -	\$ (1,992,097)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 745,016	\$ (2,737,113)	\$ -	\$ (1,992,097)
BEGINNING BALANCE	\$ 27,382,367			\$ 27,382,367
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 28,127,383	\$ (2,737,113)	\$ -	\$ 25,390,270
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ -	\$ -	\$ 76,000
Restricted Reserves (9740)	\$ 2,497,238	\$ (635,653)	\$ -	\$ 1,861,585
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ -	\$ -	\$ 24,283
Reserve for Economic Uncertainties (9789)	\$ 4,408,395	\$ 82,113	\$ -	\$ 4,490,508
Unassigned/Unappropriated (9790)	\$ 21,121,467	\$ (2,819,226)	\$ -	\$ 18,937,894

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **District Educators Association (DEA)**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 112,975,862	\$ 121,373,411	\$ 129,348,228
Remaining Revenues (8100-8799)	\$ 27,963,809	\$ 19,658,650	\$ 13,385,482
TOTAL REVENUES	\$ 147,691,503	\$ 150,377,959	\$ 158,245,434
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 66,338,249	\$ 67,209,208	\$ 68,388,572
Classified Salaries (2000-2999)	\$ 25,315,288	\$ 25,597,158	\$ 25,695,541
Employee Benefits (3000-3999)	\$ 35,027,495	\$ 35,167,484	\$ 35,220,462
Books and Supplies (4000-4999)	\$ 6,345,519	\$ 5,208,830	\$ 5,230,206
Services, Other Operating Expenses (5000-5999)	\$ 13,914,601	\$ 11,628,293	\$ 11,795,072
Capital Outlay (6000-6999)	\$ 453,549	\$ 851,388	\$ 851,388
Other Outgo (7100-7299) (7400-7499)	\$ 2,457,785	\$ 2,457,785	\$ 2,457,785
Direct Support/Indirect Cost (7300-7399)	\$ (168,886)	\$ (168,886)	\$ (168,886)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 149,683,600	\$ 147,951,261	\$ 149,470,140
OPERATING SURPLUS (DEFICIT)	\$ (1,992,097)	\$ 2,426,698	\$ 8,775,294
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$	\$
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,992,097)	\$ 2,426,698	\$ 8,775,294
BEGINNING BALANCE	\$ 27,382,367	\$ 28,127,383	\$ 30,554,081
CURRENT-YEAR ENDING BALANCE	\$ 25,390,270	\$ 30,554,081	\$ 39,329,375
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ 76,000	\$ 76,000
Restricted Reserves (9740)	\$ 1,861,585	\$ 2,744,743	\$ 4,402,070
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ 2,076,314	\$ 2,565,915
Reserve for Economic Uncertainties (9789)	\$ 4,490,508	\$ 4,438,538	\$ 4,484,104
Unassigned/Unappropriated (9790)	\$ 18,937,894	\$ 21,218,486	\$ 27,801,286

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 149,683,600	\$ 147,951,261	\$ 149,470,140
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,490,508	\$ 4,438,537.82	\$ 4,484,104

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 4,490,508	\$ 4,438,538	\$ 4,484,104
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 18,937,894	\$ 21,218,486	\$ 27,801,286
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 23,428,402	\$ 25,657,024	\$ 32,285,390
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

None

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Huntington Beach Union High School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the District Educators Association (DEA) Bargaining Unit, during the term of the agreement from July 1, 2013 to June 30, 2014.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	2,737,113.00
Ending Balance Increase (Decrease)	(2,737,113.00)

District Superintendent
(Signature)

Date

Assistant Superintendent Business Services
(Signature)

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Carrie Delgado, Assistant Superintendent Business Services
Contact Person

760-903-7000 Ext. 4301
Phone

**Orange County Department of Education
District Fiscal Services**

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Huntington Beach Union High School District - Huntington Beach Pupil Services

School District - Bargaining Unit: Association (HBPSA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2013 (date) and ending: June 30, 2014 (date)

The Governing Board took action on this agreement on: March 26, 2014 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2013/2014	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013/2014	Year 2 Increase/(Decrease) FY 2014/2015	Year 3 Increase/(Decrease) FY 2015/2016
1 Salary Schedule Increase (Decrease)	\$ 3,390,980	\$ 144,117	\$ -	\$ -
		4.25%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -		\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation:				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 447,833	\$ 19,033	\$ -	\$ -
		4.25%	0.00%	0.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 3,838,813	\$ 163,150	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	33.70	33.70	33.70	33.70
8 Total Compensation <u>Average</u> Cost per Employee	\$ 113,911	\$ 4,841	\$ -	\$ -
		4.25%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

4.25% salary schedule increase retroactive to July 1, 2013.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☒

If yes, please describe the cap amount.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

C. What are the specific impacts 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 (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

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

None

G. Source of Funding for Proposed Agreement

1. Current Year

To be funded from "Unassigned/Unappropriated Reserves" in 2013/14

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

On-going Local Control Funding Formula revenue limit increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Huntington Beach Pupil Services Association (HBPSA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 108,678,411	\$ -	\$ -	\$ 108,678,411
Remaining Revenues (8100-8799)	\$ 3,481,188	\$ -	\$ -	\$ 3,481,188
TOTAL REVENUES	\$ 116,562,811	\$ -	\$ -	\$ 116,562,811
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 50,483,687	\$ 106,566	\$ -	\$ 50,590,253
Classified Salaries (2000-2999)	\$ 15,866,019		\$ -	\$ 15,866,019
Employee Benefits (3000-3999)	\$ 26,620,961	\$ 14,065	\$ -	\$ 26,635,026
Books and Supplies (4000-4999)	\$ 2,748,550	\$ -	\$ -	\$ 2,748,550
Services, Other Operating Expenses (5000-5999)	\$ 7,682,782	\$ -	\$ -	\$ 7,682,782
Capital Outlay (6000-6599)	\$ 57,755	\$ -	\$ -	\$ 57,755
Other Outgo (7100-7299) (7400-7499)	\$ 2,056,871	\$ -	\$ -	\$ 2,056,871
Direct Support/Indirect Cost (7300-7399)	\$ (667,305)	\$ -	\$ -	\$ (667,305)
Other Adjustments				
TOTAL EXPENDITURES	\$ 104,849,320	\$ 120,631	\$ -	\$ 104,969,951
OPERATING SURPLUS (DEFICIT)	\$ 11,713,491	\$ (120,631)	\$ -	\$ 11,592,860
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (12,081,437)	\$ -	\$ -	\$ (12,081,437)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (367,946)	\$ (120,631)	\$ -	\$ (488,577)
BEGINNING BALANCE	\$ 25,998,091			\$ 25,998,091
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 25,630,145	\$ (120,631)	\$ -	\$ 25,509,514
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ -	\$ -	\$ 76,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ -	\$ -	\$ 24,283
Reserve for Economic Uncertainties (9789)	\$ 4,408,395	\$ 4,894	\$ -	\$ 4,413,289
Unassigned/Unappropriated (9790)	\$ 21,121,467	\$ (125,525)	\$ -	\$ 20,995,942

* Please see question on page 7.

4(A) (15) 3-26-14

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Huntington Beach Pupil Services Association (HBPSA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 4,297,451	\$ -	\$ -	\$ 4,297,451
Remaining Revenues (8100-8799)	\$ 24,482,621	\$ -	\$ -	\$ 24,482,621
TOTAL REVENUES	\$ 31,128,692	\$ -	\$ -	\$ 31,128,692
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 13,433,217	\$ 37,551	\$ -	\$ 13,470,768
Classified Salaries (2000-2999)	\$ 9,449,269	\$ -	\$ -	\$ 9,449,269
Employee Benefits (3000-3999)	\$ 8,090,766	\$ 4,968	\$ -	\$ 8,095,734
Books and Supplies (4000-4999)	\$ 3,596,969	\$ -	\$ -	\$ 3,596,969
Services, Other Operating Expenses (5000-5999)	\$ 6,231,819	\$ -	\$ -	\$ 6,231,819
Capital Outlay (6000-6599)	\$ 395,794	\$ -	\$ -	\$ 395,794
Other Outgo (7100-7299) (7400-7499)	\$ 400,914	\$ -	\$ -	\$ 400,914
Direct Support/Indirect Cost (7300-7399)	\$ 498,419	\$ -	\$ -	\$ 498,419
Other Adjustments				
TOTAL EXPENDITURES	\$ 42,097,167	\$ 42,519	\$ -	\$ 42,139,686
OPERATING SURPLUS (DEFICIT)	\$ (10,968,475)	\$ (42,519)	\$ -	\$ (11,010,994)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 12,081,437	\$ -	\$ -	\$ 12,081,437
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,112,962	\$ (42,519)	\$ -	\$ 1,070,443
BEGINNING BALANCE	\$ 1,384,276			\$ 1,384,276
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,497,238	\$ (42,519)	\$ -	\$ 2,454,719
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,497,238	\$ (42,519)	\$ -	\$ 2,454,719
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

4(A) (16) 3-26-14

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Huntington Beach Pupil Services Association (HBPSA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 112,975,862	\$ -	\$ -	\$ 112,975,862
Remaining Revenues (8100-8799)	\$ 27,963,809	\$ -	\$ -	\$ 27,963,809
TOTAL REVENUES	\$ 147,691,503	\$ -	\$ -	\$ 147,691,503
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,916,904	\$ 144,117	\$ -	\$ 64,061,021
Classified Salaries (2000-2999)	\$ 25,315,288	\$ -	\$ -	\$ 25,315,288
Employee Benefits (3000-3999)	\$ 34,711,727	\$ 19,033	\$ -	\$ 34,730,760
Books and Supplies (4000-4999)	\$ 6,345,519		\$ -	\$ 6,345,519
Services, Other Operating Expenses (5000-5999)	\$ 13,914,601	\$ -	\$ -	\$ 13,914,601
Capital Outlay (6000-6599)	\$ 453,549	\$ -	\$ -	\$ 453,549
Other Outgo (7100-7299) (7400-7499)	\$ 2,457,785	\$ -	\$ -	\$ 2,457,785
Direct Support/Indirect Cost (7300-7399)	\$ (168,886)	\$ -	\$ -	\$ (168,886)
Other Adjustments				
TOTAL EXPENDITURES	\$ 146,946,487	\$ 163,150	\$ -	\$ 147,109,637
OPERATING SURPLUS (DEFICIT)	\$ 745,016	\$ (163,150)	\$ -	\$ 581,866
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 745,016	\$ (163,150)	\$ -	\$ 581,866
BEGINNING BALANCE	\$ 27,382,367			\$ 27,382,367
Prior-Year Adjustments/Restatements (9793/9795)	\$			\$
CURRENT-YEAR ENDING BALANCE	\$ 28,127,383	\$ (163,150)	\$ -	\$ 27,964,233
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ -	\$ -	\$ 76,000
Restricted Reserves (9740)	\$ 2,497,238	\$ (42,519)	\$ -	\$ 2,454,719
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ -	\$ -	\$ 24,283
Reserve for Economic Uncertainties (9789)	\$ 4,408,395	\$ 4,894	\$ -	\$ 4,413,289
Unassigned/Unappropriated (9790)	\$ 21,121,467	\$ (168,044)	\$ -	\$ 20,995,942

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Huntington Beach Pupil Services Association (HBPSA)**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 112,975,862	\$ 121,373,411	\$ 129,348,228
Remaining Revenues (8100-8799)	\$ 27,963,809	\$ 19,658,650	\$ 13,385,482
TOTAL REVENUES	\$ 147,691,503	\$ 150,377,959	\$ 158,245,434
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 64,061,021	\$ 64,897,138	\$ 66,041,128
Classified Salaries (2000-2999)	\$ 25,315,288	\$ 25,597,158	\$ 25,695,541
Employee Benefits (3000-3999)	\$ 34,730,760	\$ 34,866,209	\$ 34,914,578
Books and Supplies (4000-4999)	\$ 6,345,519	\$ 5,208,830	\$ 5,230,206
Services, Other Operating Expenses (5000-5999)	\$ 13,914,601	\$ 11,628,293	\$ 11,795,072
Capital Outlay (6000-6999)	\$ 453,549	\$ 851,388	\$ 851,388
Other Outgo (7100-7299) (7400-7499)	\$ 2,457,785	\$ 2,457,785	\$ 2,457,785
Direct Support/Indirect Cost (7300-7399)	\$ (168,886)	\$ (168,886)	\$ (168,886)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 147,109,637	\$ 145,337,916	\$ 146,816,812
OPERATING SURPLUS (DEFICIT)	\$ 581,866	\$ 5,040,043	\$ 11,428,622
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$	\$
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 581,866	\$ 5,040,043	\$ 11,428,622
BEGINNING BALANCE	\$ 27,382,367	\$ 28,127,383	\$ 33,167,426
CURRENT-YEAR ENDING BALANCE	\$ 27,964,233	\$ 33,167,426	\$ 44,596,048
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 76,000	\$ 76,000	\$ 76,000
Restricted Reserves (9740)	\$ 2,454,719	\$ 2,744,743	\$ 4,402,070
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 24,283	\$ 2,076,314	\$ 2,565,915
Reserve for Economic Uncertainties (9789)	\$ 4,413,289	\$ 4,360,137	\$ 4,404,504
Unassigned/Unappropriated (9790)	\$ 20,995,942	\$ 23,910,231	\$ 33,147,559

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 147,109,637	\$ 145,337,916	\$ 146,816,812
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,413,289	\$ 4,360,137	\$ 4,404,504

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 4,413,289	\$ 4,360,137	\$ 4,404,504
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 20,995,942	\$ 23,910,231	\$ 33,147,559
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 25,409,231	\$ 28,270,369	\$ 37,552,063
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

None

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Huntington Beach Union High School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the District Educators Association (DEA) Bargaining Unit, during the term of the agreement from July 1, 2013 to June 30, 2014.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	163,150.00
Ending Balance Increase (Decrease)	(163,150.00)

District Superintendent
 (Signature)

Date

Assistant Superintendent Business Services
 (Signature)

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Carrie Delgado, Assistant Superintendent Business Services
Contact Person

760-903-7000 Ext. 4301
Phone

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
& DISTRICT EDUCATORS ASSOCIATION
TENTATIVE AGREEMENT
DATE: March 10, 2014**

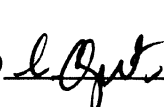

ARTICLE IV: NEGOTIATION PROCEDURES

(Tentative Agreement Reached on January 13, 2014)

- A. Both parties shall meet and negotiate in good faith on negotiable items for the ~~2011-2012~~ successor agreement not later than ~~March 1~~ **April 1 of the preceding school year**. Initial proposals by the Association for a successor agreement shall be presented to the Board no earlier than ~~December 1, 2005~~ **January of the preceding school year** and no later than the last regularly scheduled Board meeting in ~~January~~ **February of the preceding school year**.
Any agreement reached between the parties shall, upon mutual ratification, be reduced to writing and signed by them.
- B. Either party may utilize the services of outside consultants in the negotiations.
- ~~C. The Board and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives, or committees.~~
- C. Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within ten (10) days from receipt of a written request.
- D. The District shall provide a reasonable number of Association representatives with a reasonable amount of released time, without loss of compensation, for purposes of meeting and negotiating with District representatives, and participation in formal impasse procedure mediation and fact-finding sessions.
- E. Within a reasonable time after written request, the Board shall provide the Association with copies of all county and state required reports and all public documents that are reasonably related to the negotiation process, and copies of all budgetary documents that have been presented to the Board. The Association shall reimburse the District for the actual cost of reproducing said reports and documents.
- F. Not later than November 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of November 1.

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ARTICLE X: WORK DAY

(Tentative Agreement Reached on March 5, 2014)

(Maintain current contract language only in Article X Section A except as provided below)

A. FIVE PERIOD ASSIGNMENT

The work day for teachers shall not be more than 7-1/2 hours per day inclusive of a not less than thirty-minute, duty-free lunch period except when:

1. A seven-sixths (7/6) contract is provided for in Article XXVIII: Contracts, Section A.1.f. ~~Second semester 7/6 contracts must be reviewed by the Association President by December 1 of each school year.~~

(The strike through language highlighted in yellow above shall be moved to Article XVIII.)

2. *(Maintain current contract language)*

NEW LANGUAGE *(Modification accept some of the language proposed by the District)*



3. BELL SCHEDULES

a. Unit members at any site considering a block schedule, ~~including teachers in the APA program~~, in accordance with established Association policies, vote by May 1 to waive their daily conference period in the process of implementing an agreed upon block bell schedule. A block and a traditional bell schedule shall be part of the ballot. Such block bell schedule may extend, by no more than 10 minutes, the 7-1/2 hour work day for unit members who voluntarily accept a zero or seventh period teaching assignment. To approve the waiver of a daily conference period, the results must be two-thirds of those who voted. Only the voter approved bell schedule shall be implemented at the school site the following school year. The voter approved bell scheduled shall remain in effect for two years.

b. Unit members at any NON-block schedule site, including teachers in the APA program, in accordance with established Association policies, vote by May 1 to implement the following school year's bell schedule. All potential bell schedules will be part of the ballot. To approve a bell schedule, the results must be fifty percent plus one of those who voted. In the event of a tie, the default will be the previous school year bell schedule. Only the voter

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approved bell schedule shall be implemented at the school site the following school year.

The voter approved bell scheduled shall remain in effect for two years.

4. *(Maintain current contract language)* Only APA designated classes shall be scheduled outside the regular Huntington Beach High School workday (periods zero through seven). See APA, Appendix F.

The teacher work day, to be structured and directed by the principal, shall consist of not more than five (5) teaching periods, plus one conference/preparation period spanning six consecutive periods, not including the designated lunch period. By mutual agreement between the teacher and the principal, the six consecutive period span described herein may be extended to a seven-period time block.

B. *(Maintain current contract language)*

C. *(Maintain current contract language)*

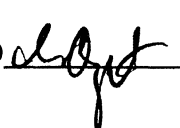

D. *(Maintain current contract language)*

E. *(Maintain current contract language)*

The current memorandum of understanding regarding part-time employees in a non-continuous teaching assignment shall be included as Appendix L in the contract.

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ARTICLE XII: TRANSFER *(Maintain current contract language only in Article XII except as provided below)*

A. ADMINISTRATIVE-INITIATED TRANSFERS

1. *(Maintain current contract language)*
2. Between May and June of each school year, a school may express a greater need for the specialized services of a teacher. Prior to the last day of each school year, except in extenuating circumstances, a teacher may be transferred to another school if the other school has a greater need for his/her specialized services than does his/her present school upon the mutual written agreement between the Superintendent Assistant Superintendent (Human Resources) and the Association President. If agreement is not reached through this process by the Assistant Superintendent (Human Resources) and the Association President, either party may appeal to the Superintendent for a final decision. If transferred under this provision, a teacher shall remain in the new assignment for a minimum of three (3) years.
3. ~~*(Move to VOLUNTARY – Section B. 1. C with contract language modification. Section A.3 shall be deleted.)*~~ A teacher whose service in his/her present assignment is formally evaluated as unsatisfactory may be transferred to another position or assignment in order to provide him/her with a reasonable opportunity for improvement. If transferred under this provision, a teacher shall remain in the new assignment for a minimum of three (3) years, except in extenuating circumstances.

B. TEACHER-INITIATED TRANSFERS



(Association tentatively agrees to the District's proposed language on February 21, 2014)

Section B.1.C *(New proposed contract language)*

- c. A teacher whose service in his/her present assignment is formally evaluated as unsatisfactory may be considered choose to be transferred to another position or

2013-14 HBUHSD & DEA Tentative Agreement

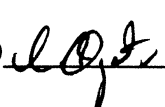

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assignment in order to provide him/her with a reasonable opportunity for improvement. If transferred under this provision, a teacher shall remain in the new assignment for a minimum of three (3) years, except in extenuating circumstances.

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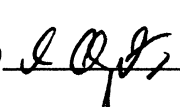
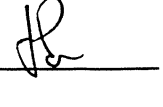
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(Maintain Current Contract Language)

The Evaluation Committee shall make a recommendation to the negotiation teams and negotiations shall resume once this process is completed. Upcoming meetings dates include: March 27, 2014, and April 11, 2014.

A copy of our current mutually agreed upon Individual Performance Plan (IPP) form shall be included as Appendix K in the contract.

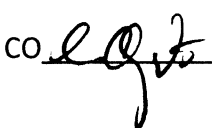

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ARTICLE XIV: SALARIES

- A. The ~~2009-2010 and 2010-11~~ **2013-14** schedules will be distributed annually upon implementation, related extra pay factors are contained in Appendix B; Summer School compensation is provided for in Article XXX.
1. ~~Effective July 1, 2009, the salary schedule will revert back to the 2007-08 salary schedule and the increase will be 0 percent.~~
2. 1. Effective ~~July 1, 2010~~ **July 1, 2013**, the salary schedule increase will be ~~zero six point seven five (6.75%) six (6.0%) five (5.0%)~~ **four point seven five (4.75%) four point two five (4.25%)** percent.
2. ~~(CONCEPTUAL PROPOSAL) Effective July 1, 2014, the Teacher salary schedule will be compacted to reduce the number of years required to reach the maximum salary. (See attached sample salary schedule.)~~
- B. The additional compensation for Coordinators and Master Teachers is set forth in Appendix B.
- C. ~~Effective July 1, 2014, Coast High School Teachers, similar to Community Day School and Valley Vista Teachers, shall be placed on Appendix A Teachers Salary Schedule. The current 2013-14 Coast High School and Home Teacher Hourly Salary Schedule shall be renamed to solely read "Home Teacher Hourly Salary Schedule."~~ Effective July 1, 2014, Coast High School Teachers shall be placed on Appendix A Teacher Salary Schedule in accordance with a MOU jointly written by the Association and the district. The current 2013-14 Coast High School and Home Teacher Hourly Schedule shall be renamed to solely read "Home Teacher Hour Salary Schedule."
- C. D The ~~2009-2010, Coast High School and Home Teacher Hourly Salary Schedule shall revert back to the 2007-08 salary schedule and the increase will be 0 percent.~~ Effective July 1, 2010 **July 1, 2013**, ~~Coast High School and the~~ Home Teacher Hourly Salary Schedule increase will be ~~zero six point seven five (6.75%) six (6.0%) five (5.0%)~~ **four point seven five (4.75%) four point two five (4.25%)** percent. See Appendix A.
- D. E. Teachers holding a doctoral degree shall...*(Maintain Current Contract Language)*
- E. F. COMPUTING PAY FOR FRACTIONAL ASSIGNMENTS
(Maintain Current Contract Language)

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APPENDIX B

ADDITIONAL PAY

1. Athletic Coordinator

(Maintain Current Contract Language)

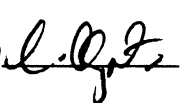

2. Department Coordinator

a. Each Department Coordinator of an academic subject area at a comprehensive high school, Valley Vista High School ~~and~~ , Community Day School/Coast High School ~~and~~ the Special Abilities Cluster, in the District shall be provided compensation and release time as specified in b. and c. below to attend to Departmental Coordinator duties. Said duties shall be structured and directed by the building Principal, consistent with the current job description for Department Coordinators. Academic subjects as used herein shall be defined as: English, Social Studies, Mathematics, Foreign Language and Science.

b. Each comprehensive high school, Valley Vista High School and the Special Abilities Cluster shall be provided with up to 180 days per year of substitute teacher service for purposes of providing Department Coordinators with released time to attend to Departmental Coordinator duties. Community Day School/Coast High School shall be provided with up to 20 15 days per year of substitute teacher service. Said total days shall be allocated among departments of three (3) FTE's or more with the exception of Community Day School. In no event shall any Departmental Coordinator, as contemplated herein, be provided with more than 20 days of released time per school year. Departmental Coordinators wishing to utilize this release time availability shall make advance arrangements with his or her site administrator. Department Coordinators' duties shall be structured and directed by the ~~building~~ Principal or Administrative Designee, consistent with the current job description for Department Coordinators.

c. *(Maintain Current Contract Language)*

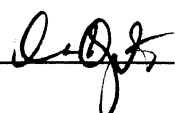
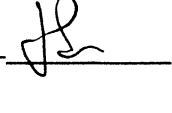
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3. School Media Coordinator
(Maintain Current Contract Language)
4. Traffic and Safety Education Campus Coordinator
(Maintain Current Contract Language)
5. Master Teacher
(Maintain Current Contract Language)
6. APA Facilitator, District Facilitators, Coordinators

Compensation for APA Facilitator, District Facilitators, District Accreditation Coordinator, District Educational Technology Coordinator, IB Coordinator, and MERITS Coordinator shall be 7.54 percent of Class V, Step 11.

- a. Applications for open positions will be available no later than the first (1st) Monday in April of the current school year. To be considered, applications must be submitted by the second (2nd) Friday in April to the District Certificated Human Resources department.
Positions will be selected for a two-year term by a five (5) person panel consisting of ~~two (2)~~ three (3) representatives from the District and ~~three (3)~~ two (2) DEA designated representatives from the appropriate department.
~~Facilitator and Coordinator positions are dependent upon funding and need as determined by the District.~~ Facilitators and Coordinators must receive a satisfactory evaluation to continue to the second year of a term.
- b. Facilitators and Coordinators will be evaluated each year by the appropriate administrator. The District will solicit input from the represented membership.
- c. ~~The Association and the District will jointly develop the ballot with all applicants no later than the last Friday in April.~~
- d. ~~District facilitators shall be chosen by the members of their department throughout the school district, who have a majority teaching assignment in that department. Each comprehensive school site, Valley Vista High School,~~

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~~Community Day School and Coast High School will conduct a vote by the First Friday in May to rank the candidates for District Facilitator.~~

- e. ~~The applicant with the highest weighted score will become the District Facilitator for the following year.~~
- c. District Facilitators will serve for a period of two (2) years unless the Assistant Superintendent of Education Services or Designee determines the performance to be unsatisfactory as determined by the existing job description.
- d. ~~In the event a new District Facilitator selection becomes necessary, the applicant with the second highest weighted score shall have the right to first refusal.~~

7. Site Program Coordinators



One release period to attend to duties required for MERITS and IB Coordinators.

- a. Applications for open positions will be available no later than the first (1st) Monday in April of the current school year. To be considered, applications must be submitted by the second (2nd) Friday in April to the District Human Resources department.
Positions will be selected for a two-year term by a five (5) person panel consisting of two (2) representatives from the District and three (3) DEA designated representatives. Site Coordinator must receive a satisfactory evaluation to continue to the second year of a term.
- b. Site Coordinator will be evaluated each year by the appropriate administrator. The District will solicit input from the represented membership.
- c. Site Coordinator will serve for a period of two (2) years unless the Assistant Superintendent of Education Services or Designee determines the performance to be unsatisfactory as determined by the existing job description.
- d. ~~In the event a new Site Coordinator selection becomes necessary, the applicant with the second highest weighted score shall have the right to first refusal.~~

8. WASC Coordinators

- a. Full Review - Each comprehensive high school and Valley Vista High School shall receive a Facilitators' stipend of \$6,398.



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- b. Full Review - Each comprehensive high school shall receive one release period for two semesters (Spring and Fall).

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Article XV Fringe Benefits (Tentative Agreement Reached on January 13, 2014)

Once the medical premium savings is documented and calculated from prior year to current year, the savings will be placed in a separate health benefits savings account and will be applied to the anticipated medical premium increases for the 2015 health benefits year.

(Maintain current contract language only in Article XV except as provided below)

- A. *(Maintain Current Contract Language)*
- B. *(Maintain Current Contract Language)*
- C. The health and welfare plan shall be maintained and fully funded by the District for the ~~2009-10 and 2010-11~~ **2013-14 and 2014-15** fiscal years for benefit eligible unit members and their eligible dependents. The health and welfare plans include a ~~composite Anthem/Blue Cross POS~~ **United Healthcare PPO, United Healthcare HMO, and Kaiser HMO medical plans administered through the VEBA trust**, dental, vision, life, accidental death dismemberment, and long term disability (LTD).
- D. *(Maintain Current Contract Language)*
- E. *(Maintain Current Contract Language)*
- F. *(Maintain Current Contract Language)*
- G. *(Maintain Current Contract Language)*
- H. *(Maintain Current Contract Language)*
- I. ~~The District and Association agree to carbon copy one another on all email communication to the~~
VEBA trust.

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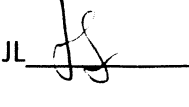
ARTICLE XVI LEAVE *(Tentative Agreement Reached on March 5, 2014)*

(Maintain current contract language only in Article XVI except as provided below)

3. Personal Business

~~With prior written approval of the building principal,~~ During any school year an employee may use, at his or her election, with notification to the principal ~~An employee may use a maximum of five (5) twelve (12) ten (10) eight (8)~~ days of personal leave during any school year with said leave to be charged against the accumulated sick leave of the employee.

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Article XVII Class Size

A. **Effective July 1, 2014**, the maximum student contacts per five (5) period teaching day shall not exceed ~~180~~ **185** ~~180~~ students/teacher/day in **all subject areas excluding performing arts, special education (See section D below), and physical education (See section I below)**. ~~academic subject areas: academic subjects, as referred to herein shall be defined as English, foreign language, mathematics, reading, science and social science.~~

B. **Effective July 1, 2014**, the ~~180~~ **185** ~~180~~ student maximum as described herein shall not be exceeded **after fifteen working days following the start of the semester** ~~on or after October 1~~ (except as provided for in items ~~D and~~ E, below) and shall count only students who have attended a majority of their scheduled classes on any prior day.

1. Unit members who are on a reduced/part-time/split assignment contract shall have a prorated number of students per day:

Contacts if teaching 2 academic classes 74 72

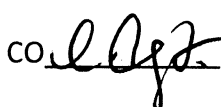
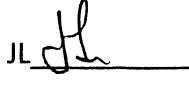
Contacts if teaching 3 academic classes 111 108

Contacts if teaching 4 academic classes 148 144

Contacts if teaching 5 academic classes 185 180

Contacts if teaching 6 academic classes 222 216

~~C.~~ C. Except as provided in items **A above and E below**, no individual class ~~within the academic area~~ shall exceed ~~39~~ **37 students after 15 working days following the start of the semester**. ~~October 1 for the Fall Semester, nor exceed 37 students after March 1 of the Spring Semester. Academic courses taught in elective departments shall not exceed 39 students after October 1 for the Fall Semester, nor exceed 37 students after March 1 of the Spring Semester.~~

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D. Special Education

1. Effective July 1, 2014, CASE LOAD

<u>SUCSESS</u>	<u>District average of 8 to maximum of 10</u>
<u>LRI</u>	<u>District average of 8 to maximum of 10 12</u>
<u>Endeavors</u>	<u>District average of 10 to maximum of 12</u>
<u>Pathways</u>	<u>District average of 10 to maximum of 12</u>
<u>LINC</u>	<u>District average of 12 to maximum of 15 16</u>
<u>SAC/Moderate/Severe</u>	<u>District average of 10 to maximum of 12</u>
<u>VOICES</u>	<u>District average of 12 to maximum of 15</u>
<u>IDEAS</u>	<u>District average of 12 to maximum of 15</u>
<u>Mild/Moderate</u>	<u>District average of 23 to maximum of 26*</u>
<u>ATP</u>	<u>District average of 23 to maximum of 28</u>
<u>SLP</u>	<u>District average of 55 to maximum of 60**</u>

*California Education Code Section 56362(c)

Caseloads for resources specialists shall be stated in the local policies developed pursuant to Section 5619.8 and in accordance with regulations established by the Board. No resource specialist shall have a caseload which exceeds 28 pupils.

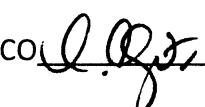

**California Education Code Section 56363.3

The average case load for language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the local plan specifies a higher average case load and the reasons for greater average case load.

2. **Effective July 1, 2014, all full-time special education teachers will be provided scheduled release time, based on substitute teacher availability, for the purpose of required standardized testing for Individualized Education Plans (IEPs). For teachers that meet the above criteria, the District will provide one half (1/2) day of release time per student on a caseload when testing is required for an annual or triennial IEP, and/or for the purpose of completing documents/records relating to an IEP. Regardless of case load, the one half (1/2) day of release time shall not exceed a total of five (5) full days per teacher per year. A teacher may choose to combine two half days and take one (1) full day of release time when testing is required for multiple students for an annual or triennial IEP. The maximum of five (5) full days may not be taken consecutively. Part-time**



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teachers will be provided a prorated amount of release time. The released employee shall be required to be on duty and on campus or at a district facility on those days he/she is released for the above stated purposes.

- D. ~~E.~~ ~~The student maximums as described herein may only be exceeded upon mutual agreement of the teacher and his/her immediate administrator. During the period August 15 to October 15 of each year, upon mutual written agreement between the District, the unit member, and DEA, a unit member may agree to exceed the student maximums as described herein. (Form to be developed collaboratively.) Exceeding student maximums is voluntary in nature and may not be appropriate for all teaching staff. Only permanent employees or employees with a minimum of three years of certificated teaching experience may volunteer. Administrators shall respect the complexity of exceeding student maximums and the decision of a unit member to decline an offer.~~
- F. Exceeding the student maximums as described herein may only be considered after mutual written agreement is reached by a group consisting of the affected teacher(s), site administrator, department coordinator, and an Association designee. The process to be followed shall be in accordance with Appendix H, Class Size Problem Solving.
(Form to be developed collaboratively.)
- ~~The student maximums described in sections A and B, above, may be annually exceeded by a given school department upon a voluntary and unanimous vote of said departmental staff members.~~
- D. ~~Effective with 2004-05 school year, the District will establish a class size maximum of 37 for both semesters in honors/AP/IB classes.~~
- E. G. The Association reserves the right to bargain the impact on class size reduction if implemented by the District during the term of this Agreement.
- F. H. The District will establish a class size maximum of 37 for both semesters in honors/AP/IB classes.
- I. Effective July 1, 2014, the District will establish a class size maximum of 55 for both semesters in physical education classes after 15 working days following the start of the semester.

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A. (Maintain Current Contract Language)

1. The District shall take appropriate action, as provided in Education Code Section 44014 whenever a Teacher, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons.

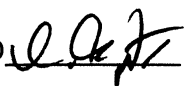

(NOTE: *Forms in progress*) See Appendix I.

ARTICLE XXV: TERM OF AGREEMENT

(Tentative Agreement Reached on January 13, 2014)

- A. This Agreement shall remain in full force and effect for one year, ~~July 1, 2009 to June 30, 2011~~ July 1, 2013 to June 30, 2014; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of their intent to request modification, amendment or termination of the Agreement. Notification must be made no later than the last regularly scheduled Board meeting of the January preceding the expiration of the current Agreement.
- B. Notwithstanding the provisions of section A above, this Agreement shall remain in full force and effect until a successor agreement is negotiated between the District and the Association.
- C. In addition, the District and the Association agree to begin negotiations on the successor agreement not later than ~~March 1~~ April 1 of the year of the expiration of the Agreement.

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ARTICLE XXVIII: CONTRACTS

(Maintain current contract language only in Article XXVIII except as provided below)

A. REGULATION

A certificated employee to be employed or to be continued in employment shall be governed by the following:

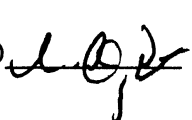
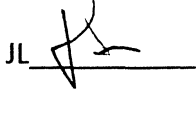
1. Basis of Contract

Upon approval of employment or reemployment by the Board of Trustees the ~~Certificated Personnel~~ **Certificated Human Resources** Office shall provide the employee with a contract stating the term, appropriate salary for his/her assignment, and special assignment, if any.

- a. *(Maintain Current Contract Language)*
- b. *(Maintain Current Contract Language)*
- c. *(Maintain Current Contract Language)*
- d. Issuance of Contract *(Maintain Current Contract Language)*
- e. Accepting or Declining Contract *(Maintain Current Contract Language)*
- f. Seven-sixths (7/6 Contracts) *(Maintain and NEW Proposed Contract Language)*
 - (1) *(Maintain Current Contract Language)*
 - (2) *(Maintain Current Contract Language)*
 - (3) During the period August 15 to October 15 of each year, ~~the District shall notify the Association of the offering of 7/6 contracts to individual unit members prior to said offerings.~~ **Upon mutual written agreement between the District, the unit member, and DEA President or his/her designee, a unit member may agree to teach an additional class (7/6ths) in lieu of their assigned conference period.** *(Form to be developed collaboratively – 7/6th Problem Solving. Appendix J)* **Extended assignments are voluntary in nature and may not be appropriate for all teaching staff. Only permanent employees or employees with a minimum of three years of certificated teaching experience may volunteer for an extended assignment.**

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Administrators shall respect the complexity of an additional assignment and the decision of a unit member to decline an offer.

- (4) Each 7/6th assignment as described herein may only be considered after mutual written agreement is reached by a group consisting of the affected teacher(s), site administrator, department coordinator, and an Association designee. The process to be followed shall be in accordance with Appendix J, 7/6th Problem Solving. (Form to be developed collaboratively.) This group will give equitable and fair consideration to the following non-ranked criteria for selection of permanent employees or employees with a minimum of three years of certificated teaching experience volunteering for extended assignments:

Credential

Expertise

Facilities



Corresponding conference period of need

Seniority

Training or Special Qualifications


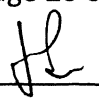
- (5) No more than ~~five (5)~~ six (6) 7/6 contracts shall be offered on any one campus; one (1) 7/6 contract for Community Day School. ~~With mutual agreement from the Association a maximum of seven (7) 7/6 contracts may be considered with extenuating circumstances for any one campus.~~ Assignments continuing through or created for the second semester must be submitted by the District to the Association in writing no less than ten (10) days prior to the conclusion of the first semester for the Association's approval and must follow the same procedure as described in Section F4 above.

- (6) (Maintain Current Contract Language)

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A unit member shall not be discharged or suspended without just cause and according to the principles of appropriate progressive discipline, except under the provisions of California Education Code 44939, 44940, and 44942.

All discipline matters shall remain confidential.

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Article I Assignment and Reassignment *(Tentative Agreement Reached on March 5, 2014)*


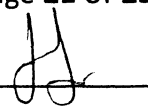
The Association has interest in clarifying current contract language and changing "tenure" to read "permanent" whenever applicable throughout this section of the contract.

ARTICLE II: ~~TENURE~~ PERMANENT *(Tentative Agreement Reached on March 5, 2014)*

~~Tenure~~ Permanent status shall be granted to adult education teachers who qualify under the terms prescribed by law and the following conditions:

- A. A full-time assignment shall be defined as ~~forty (40)~~ more than 24 hours per week.
- B. The Board of Trustees establishes the number of school days in a school year, which may not be less than the minimum of 175 required by law. To be eligible for ~~tenure~~ permanent status, a teacher must serve during 75 percent or more of the school days actually scheduled in a given school year by the Board of Trustees. Summer school teaching shall not be credited toward this requirement.
- C. Upon completion of two (2) consecutive years of service meeting the above requirements, and upon assumption of duties in the third (3rd) year, a teacher shall receive ~~tenure~~ permanent status equivalent to the average number of hours served per week during the probationary period.
- D. A teacher shall not be eligible for ~~tenure~~ permanent status in an hourly position in one of these programs if they hold ~~tenure~~ permanent status in another school district.
- E. A teacher shall not hold ~~tenure~~ permanent status in both the regular day school of the Huntington Beach Union High School District and in an hourly position in one of the programs or schools to which these rules apply.
 - 1. A teacher who first earns ~~tenure~~ permanent status in the regular day school shall not be eligible for ~~tenure~~ permanent status in an hourly position in one of the programs or schools covered by these rules.

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2. A teacher who first earns ~~tenure~~ permanent status in an hourly position in one of these programs or schools and who subsequently becomes eligible for ~~tenure~~ permanent status in the day school shall choose in which one such school or program they desire to have ~~tenure~~ permanent status.
- F. Once a teacher achieves ~~tenure~~ permanent status, their assignment may not be reduced below the amount of time per week to which they have ~~tenure~~ permanent status except in accordance with law.

Article III Salary Schedule

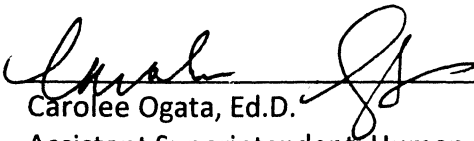
Same as comprehensive general contract proposal Article XIV: Salaries.

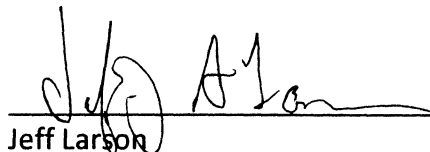
Article IV Fringe Benefits (Tentative Agreement Reached on January 13, 2014)

Same as comprehensive general contract proposal Article XV: Fringe Benefits.

Article VIII Personal Emergency Leave

The Association has interest in further defining the conversion rate for personal emergency leave.


Carolee Ogata, Ed.D.
Assistant Superintendent, Human Resources


Jeff Larson
DEA Bargaining Chair

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT & DISTRICT EDUCATORS ASSOCIATION
TENTATIVE AGREEMENT - DATE: March 10, 2014
MEMORANDUM OF UNDERSTANDING

Huntington Beach Union High School District and the District Educators Association hereby mutually agree to enter into this memorandum of understanding and agree to the following, in addition to the provisions stated in the 2013-14 collective bargaining agreement and the attached tentative agreement.

For the 2014-15 school year only, any Coast High School Teacher, who has been employed with the district for a minimum of ten (10) years shall be qualified for movement onto the DEA Certificated Salary Schedule Appendix A as follows:

1)

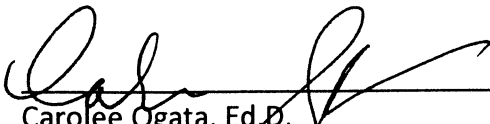
	Coast High School (Hourly)	Certificated Salary Schedule
Step	16	10
	21	16
	26	20

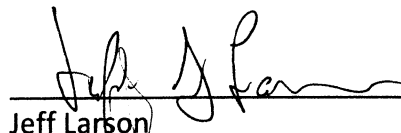
2) Column movement shall be a lateral move.

For the 2014-15 school year only, any Coast High School Teacher, who has been employed with the district for less than ten (10) years shall be qualified for movement onto the DEA Certificated Salary Schedule Appendix A as follows:

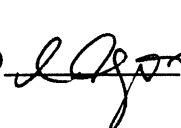
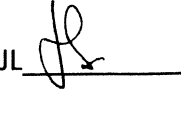
- 1) Any part-time Coast High School Teacher who teaches less than seventy-five percent (75%), shall receive one year's credit on the salary schedule for every two years served.
- 2) Column movement shall be a lateral move.

This memorandum of understanding shall be in effect for the 2013-14 school year.


Carolee Ogata, Ed.D.
Assistant Superintendent, Human Resources


Jeff Larson
DEA Bargaining Chair

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HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

5832 Bolsa Avenue • Huntington Beach, California 92649
(714) 903-7000 FAX (714) 372-8105

Board of Trustees:
Bonnie Castrey
Duane Dishno
Susan Henry
Kathleen Iverson
Michael Simons

Gregory S. Plutko, Ed.D., Superintendent of Schools

TENTATIVE AGREEMENT

The Huntington Beach Union High School District and its Huntington Beach Pupil Services Association have agreed to maintain the provisions for the collective bargaining agreement except as follows:

CONTRACT CHANGES

ARTICLE XVI: SALARIES

- A. HBPSA and the District agree to the following:
- ~~1. For the 2012-13 school year, there will be no modifications to the regular contract salary schedule and summer school compensation. See Appendix B.~~
 2. 1. Effective ~~July 2, 2012~~ July 1, 2013 the salary schedule increase will be four point two five percent (4.25%). See Appendix B.
 - ~~3. 2. Unit members holding a doctoral degree shall receive.... (maintain current language)~~
- B. Years of Service toward Anniversary Increment... *(maintain current language)*
- C. Substitute Procedures... *(maintain current language)*
- D. Volunteer District Professional Development Compensation
Both parties agree that professional development is a critical component in supporting high quality psychologists, counselors, and program specialists as they support student learning.
1. Voluntary hours outside of the work day (7.5 hours) or the work year shall be paid at the rate that is no less than equal compensation to certificated teachers who attend District professional development opportunities.

ARTICLE XVII: FRINGE BENEFITS

- A. ~~The district will fund a composite Anthem/Blue Cross POS medical plan for benefit eligible employees and their eligible dependents for the 2009-2010 benefit year. For the 2010-2011 benefit year, in order to keep health care premiums down and maintain the current benefit level, the district and HBPSA agree to review RFP/quotes if the renewal rate to the premium should be above 10.0 percent.~~
- A. The health and welfare plans shall be fully funded by the District for the 2013-14 and 2014-15 fiscal years for benefit-eligible unit members and their eligible dependents. The health and welfare plan options include HMO, PPO, and Kaiser provided through the VEBA trust. All plans include chiropractic care, a prescription drug plan, dental, vision, life, accidental death and dismemberment, and long term disability insurances. Employees may change their option during the annual open enrollment period.


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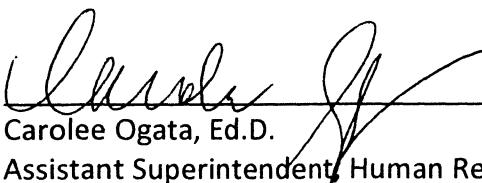

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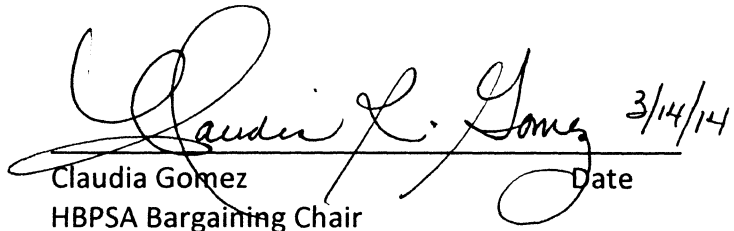
- ~~B. The health and welfare plans shall be maintained and fully funded by the District for the 2012-13 fiscal year for benefit eligible unit members and their eligible dependents. The health and welfare plans include composite Anthem/Blue Cross POS medical plan, dental, vision, life, accident death and dismemberment and long term disability.~~
- ~~C. Dental and vision plans will also be fully funded at a composite rate by the district for the term of this contract.~~
- ~~D. Guaranteed life, accidental death and dismemberment, and long term disability plans shall be provided to benefit eligible employees only at the district's expense.~~
- ~~E. B.~~ Eligible dependents under this Article are defined in the "Service Agreement" between the district and each benefit carrier and are available in the Insurance Department.
- ~~F. C.~~ Brief summaries of the fringe benefit plans for the term of this agreement are contained in Appendix C.
- ~~G. D.~~ During the term of the agreement, the District and HBPSA agree to continue to meet quarterly to discuss common interests and issues related to the health... *(maintain current language)*
- ~~H. E.~~ The District and HBPSA commit... *(maintain current language)*
- ~~I. F.~~ An updated benefit plan summary of all benefit eligible... *(maintain current language)*

ARTICLE XXVI: TERM OF AGREEMENT AND RENEGOTIATIONS

This agreement shall remain in full force and effect for one year, ~~July 1, 2012 through June 30, 2013~~ July 1, 2013 through June 30, 2014, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing during the month of January of the year of expiration of its request to modify, amend, or terminate the Agreement.



Carolee Ogata, Ed.D. Date
Assistant Superintendent, Human Resources



Claudia Gomez Date 3/14/14
HBPSA Bargaining Chair