

SBUT OFFICE

**MASTER AGREEMENT  
BETWEEN THE  
MANHATTAN BEACH CITY SCHOOL DISTRICT  
AND THE  
MANHATTAN BEACH  
TEACHERS' ASSOCIATION**

DECEMBER 10, 1991

to

JUNE 30, 1993

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## PREAMBLE

THIS AGREEMENT is made and entered into this 10th day of December, 1991, between the Manhattan Beach City School District (hereinafter "District") and the Manhattan Beach Teachers Association, an affiliate of South Bay United Teachers, California Teachers Association and the National Education Association (hereinafter "Association"). This Agreement shall remain in full force and effect up to and including June 30, 1993, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing between February 1 and March 31, 1993, of its request to modify or amend this Agreement or of its intention to terminate this Agreement. All existing provisions of the 1988-91 Collective Bargaining Agreement shall remain unchanged. This successor agreement shall remain in place from July 1, 1991, until June 30, 1993, with no reopeners, except that paragraph 2 shall stay in effect by its terms.

Except as specified herein, or by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

### ARTICLE 1: RECOGNITION

- 1.1 The District confirms its recognition of the Association as the exclusive representative for the employees in the representation unit which is comprised of the following positions: Classroom Teacher; Special Education Teacher; Resource Specialist Teacher; Program Specialist; Reading Specialist; Math Specialist; Resource Teacher; Librarian; P.E. Specialist; Instrumental Music Teacher; General Music Teacher; Art Specialist; GATE/Computer Coordinator; GATE Teacher; Psychologists; and part-time regular employees serving more than one-fourth of a full-time unit member in a comparable position; and excluding all other positions not designated; including but not limited to: Superintendent; Business Manager; Directors of: Special Services and Children's Center; Principal; Assistant Principal; Personnel Director; Administrative Assistant; Head Teacher, Children's Center; Children's Center Teacher; Substitute Teacher; part-time irregular employees; and part-time regular employees serving one-fourth or less of a full-time unit member in a comparable position.
- 1.2 The Association agrees that the unit is appropriate and that it will not seek clarification of the unit either as to the specific exclusions or the enumerated inclusions.

ARTICLE 2: GRIEVANCE PROCEDURE

2.1 Definitions

A "grievance" is a formal written allegation by a unit member regarding an interpretation, application or violation of the specific provisions of this Agreement. Actions to challenge or change the policies, regulations or other matters outside of this contract are not within the scope of this procedure, and review must be taken under separate processes.

A "day" is a day in which the unit members are scheduled to work as set forth in this Agreement. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

2.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

2.3 Formal Level

2.3.1 Level I

Within thirty (30) days of when the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing, on an agreed upon appropriate form, to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the provision(s) of the Agreement involved, and the specific remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance is automatically moved to the next level.

Within the above time limits either party may request a personal conference with the other party.

2.3.2 Level II

2.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may (within ten (10) days) appeal the decision, on the appropriate form, to the Superintendent or designee. Failure to meet the time limit shall

constitute an automatic withdrawal of the grievance.

2.3.2.2 The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievance is automatically moved to the next level.

2.3.3 Level III

2.3.3.1 If not satisfied with the decision at Level II, the grievant may within five (5) days submit a request in writing to the Association for a hearing of the dispute before an arbitrator. If the Association so agrees, the Association will notify the District of its desire to arbitrate the issue. Such request must be made within twenty (20) days of the decision at Level II. Failure to meet the time limit shall constitute an automatic withdrawal of the grievance.

2.3.3.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.

2.3.3.3 In each dispute, the Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step.

2.3.3.4 After a hearing and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit in

writing to all parties copies of the award. The award may be given without written arguments or written opinion if both parties agree.

- 2.3.3.5 The District and the Association agree that the jurisdiction and authority of the Arbitrator so selected and the opinions he/she expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law, or in violation of this Agreement or that involves the exercise of discretion by the District under the provisions of this Agreement or applicable law. The Arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement. The decision of the Arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute.
- 2.3.3.6 The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses.
- 2.3.3.7 If either party raises an issue of arbitrability, such party raising the issue may request, by written notice to

the other party 48 hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.

## 2.4 Miscellaneous Provisions

- 2.4.1 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement -- provided that the District shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant and concurrence of the Association, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.
- 2.4.2 By filing a grievance and processing it beyond Level II, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issue(s) contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.
- 2.4.3 Time limits contained herein may be extended by mutual agreement. If a grievance is filed at the end of the school year, and if being left unresolved until the beginning of the subsequent school year would result in harm to the grievant, then the time limits herein will be reduced so that the procedure would be exhausted as soon as practicable.

## ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the

full extent of the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out unit work regarding placement of students with special education needs; take action in the event of an emergency i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis; hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and written Board policies, and then only to the extent such specific and express terms and policies are in conformance with the law.
- 3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/ arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.
- 3.4 Nothing in this Article is intended to limit, undermine or waive the Association's right to meet and negotiate concerning matters within the scope of representation.

ARTICLE 4: ASSOCIATION RIGHTS

- 4.1 The below-listed rights of representation, access and communication shall be granted to the Association solely for purposes sanctioned by the Educational Employment Relations Act, and shall be subject to reasonable rules and regulations of the District which also comport with the purposes set forth in said Act.
- 4.2 The Association and its members shall have the right to use school buildings and facilities for Association activities only outside established work hours except: (a) when an authorized Association representative secures advance permission from the Superintendent or his designee for use of school facilities within established work hours; (b) when Association activities do not interfere with the school

program or duties of unit members; (c) when Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.

- 4.3 The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mail boxes for communications to teachers. Copies of all Association material posted or distributed for general Association information shall be mailed to the Superintendent at the time the information is posted and/or distributed.
- 4.4 Authorized representatives of the Association shall be permitted to transact official Association business on school property only when it does not interfere with the school program or duties of unit members.
- 4.5 The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.
- 4.6 The Association will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by management.
- 4.7 The Association will exclusively receive time off from duties for the processing of grievances under Article 2 herein for unit members who are designated as Association representatives, subject to the following conditions: (a) by no later than ten (10) days following the signing of this Agreement the Association will designate in writing to the Superintendent the names of three (3) unit members who are to receive the time off; (b) twenty-four (24) hours prior to release from duties for grievance processing the designated representatives must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary; and (c) that time off shall be limited solely to one designee representing a grievant in a conference with a management person; and, under no circumstances shall this time off include use of time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 4.8 For the duration of the Agreement the Association shall be credited with leave in an amount equal to one day per month of this Agreement, such leave to be used at no loss of pay by unit members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours prior to the date intended for use of such leave, and agrees to pay the actual substitute costs.

4.9 Payroll Deductions

- 4.9.1 Upon voluntary authorization duly completed and executed, the District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues. Within the payroll deduction capacity, the District will provide deductions, including but not limited to: remittances for Association sponsored insurance plans and Association sponsored summer savings plans.
- 4.9.2 Such transmittals to the Association shall be made as soon as practicable after the withholding of authorized deductions. The District shall put into effect any new, changed, or discontinued deduction as soon as practicable.
- 4.9.3 Upon appropriate written authorization from a unit member the District shall deduct from the salary of any unit member and make appropriate remittances for annuities, credit union, savings bonds, charitable donations approved by the District, or any other plans or programs approved by the District.
- 4.9.4 The District shall include with all remittances to the Association a list of unit members for whom such deductions have been made and indicate amounts withheld from each unit member's salary.
- 4.9.5 The Association shall furnish to the District any information needed by the District to fulfill the provisions of this Article.

4.10 Representation Fee

4.10.1 Employee Rights

- 4.10.1.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.
- 4.10.1.2 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the

Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 4.10.6 below. \*

4.10.2 Unit Members' Obligation to Exclusive Representation

4.10.2.1 A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 4.10.6 below, and who has not voluntarily made application for membership in the Association within the sixtieth (60th) day following either the date upon which this Agreement is executed or the date upon which said employee has been formally hired by the District as a bargaining unit employee, whichever date is later, must as a condition of employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

4.10.3 Definition of Representation Fee

4.10.3.1 The Representation fee collected from non-Association unit members pursuant to Section 4.10.2 above shall be limited to an amount equal to the Association's (M.B.T.A/C.T.A/N.E.A.) annual dues for representing such unit members.

4.10.3.2 This "representation fee" shall include only those costs actually incurred by the Association in representing unit members, who are not also members of the Association, in matters specifically and directly connected with the enforcement and administration of this Agreement, the adjustment of grievances, and litigation pertaining thereto.

4.10.3.3 Such representation fee shall exclude all other costs, fees, and assessments including, but not limited to: Association fines, back dues, initiation fees, or any other charge required as a

condition of Association membership; any and all amounts which may be used, directly or indirectly, for political or ideological activities; any and all amounts which do not constitute costs actually incurred by the Association in representation matters specifically and directly connected with the bargaining of, enforcement and administration of this Agreement, the adjustment of grievances, and the litigation pertaining thereto.

4.10.4 Exceptions

4.10.4.1 Exceptions to Section 4.10.3.1 shall be as follows: (a) Full-time, non-exempt bargaining unit members hired during the school year shall pay a prorated representation fee. Such pro rata share shall be based upon the number of days of actual scheduled service for a school year as compared with the number of days available for full-time employment in the school year. (b) Part-time, non-exempt bargaining unit members shall pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

4.10.5 Annual Verification of Representation Fee By Association

4.10.5.1 At least thirty (30) days prior to the collection of a representation fee from any unit member pursuant to these provisions, the Association shall submit a written certification to the District verifying that the total amount of its representation fee conforms to Section 4.10.3 above, and itemizing all component parts of such fee. Each year such amount shall be verified and submitted in writing to the District by the Association within thirty (30) days of July 1. The parties agree that such annual certification is a condition precedent to the collection by either the District or the Association of a representation fee from a unit member.

4.10.6 Employees Exempted From Obligation To Pay Association

- 4.10.6.1 Any unit member shall be exempted from the requirements of Section 4.10.2 above, if such employee has a bona fide religious objection to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1(d) of the Government Code. \*
- 4.10.6.2 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to: (a) A scholarship fund which is jointly administered by the District and the Association; or (b) The United Way; or (c) The Children's Hospital; or (d) Any charity jointly agreed upon by the District and the Association. \*
- 4.10.6.3 The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations listed above.

4.10.7 Payment Method

- 4.10.7.1 Any unit members who are not exempted from payment under Section 4.10.6 above may pay annually the properly-determined representative fee directly to the Association.
- 4.10.7.2 As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee as defined in Section 4.10.3 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions. Upon voluntary

authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly representation fee.

4.10.7.3 In the event that a unit member who is not exempted from payment under Section 4.10.6 does not voluntarily sign and deliver to the District an authorization pursuant to Section 4.10.7.2 or pay annually the representation fee directly to the Association pursuant to Section 4.10.7.1, the Association may request in writing that the District deduct from the pay of the unit member and pay to the Association the normal and regular monthly representation fee without the approval of the unit member. Prior to making a request for the District to involuntarily deduct the representation fee from any unit member's pay, the Association shall notify the unit member of the request. If the unit member and the Association are unable to reach agreement on the manner of payment, the District shall be obligated to make such deductions as requested by the Association. \*

4.10.7.4 The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

4.10.7.5 Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues or representation fee deductions for such member only upon a valid dues/representation fee deduction authorization as defined herein.

4.10.8 Obligations of Parties

4.10.8.1 District's Obligations

The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to

comply with the provisions of this Section that, as a condition of employment in the District, such unit member must either become an Association member, pay a representation fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 4.10.6 of this Agreement, and to make payroll deductions pursuant to Section 4.10.7.3 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein. \*

4.10.8.2 Association Obligations

The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

4.10.9 Hold Harmless Provision

The Association shall hold the District harmless, and shall fully and promptly reimburse the District for any legal fees, court costs, or other litigation expenses incurred in responding to or defending against any claims against the District or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section in this Agreement pertaining to representation fee. \*

ARTICLE 5: COMPENSATION

- 5.1 Effective July 1, 1988, unit members shall be paid in accordance with the salary schedule attached and incorporated herein as Appendix C-1, which shall reflect a 6% increase on the 1986-87 salary schedule.
- 5.2 Effective July 1, 1989, unit members shall receive a raise equivalent to the COLA amount received from the State by the District for the 1989-90 fiscal year. This increase reflects a raise to the adjusted 1986-87 salary schedule, and will hereinafter be referred to as "MBCSD COLA".

- 5.3 Effective July 1, 1990, unit members shall receive a raise equivalent to the COLA amount received from the State by the District for the 1990-91 fiscal year. This increase reflects a raise to the adjusted 1986-87 salary schedule, and will hereinafter be referred to as "MBCSD COLA".
- 5.4 The "MBCSD COLA" amount referenced in 5.2 and 5.3 above is calculated by comparing the current year's base revenue limit per ADA to the past year's base revenue limit per ADA. This represents the increased percentage in base revenue limit funds actually received by the District (the MBCSD COLA for 1988-89 is 3.7%, for example.)
- 5.5 Effective September 1, 1985, eligible unit members will be paid the normal step and column advancements for the duration of the school year, except as otherwise provided in this Agreement.
- 5.5.1 For 1991-92, the District shall pay each unit member a 4% one-time, off-schedule bonus, based on the unit member's actual 1991-92 base salary (excluding extra duty pay or pay for extra work), less standard deductions for federal, state and local taxes. This amount will be paid as soon as possible, in one lump sum. For 1992-93, the District shall pay each unit member a 4% one-time, off-schedule bonus, based on the unit member's actual 1992-93 base salary, as described above. This amount will be paid as soon as possible after the certification of a positive vote on unification of this District into a unified school district, so long as such election takes place between July 1, 1992 and June 30, 1993. In the event said election takes place between July 1, 1992 and June 30, 1993 and the vote is negative on unification, the bonus described above for 1992-93 shall not be paid, and the District shall increase the salary schedule then in place (the 1990-91 salary schedule) by 4%, effective July 1, 1992. If the unification election is not held in the 1992-93 school year, and if the issue of unification has not been scheduled for election in the 1993-94 school year by April 30, 1993, the District shall increase the 1990-91 salary schedule by 4%, effective July 1, 1992. If the election is not held in the 1992-93 school year, but is held in the 1993-94 school year, the District shall pay each unit member the bonus for 1992-93 as if there had been a positive vote on unification in the 1992-93 school year, and shall increase the salary schedule in effect on July 1, 1993 (the 1990-91 schedule) by 4%, effective July 1, 1993. The salary schedule adjustment for 1993-94 shall be processed after the certification of the unification election. At such time, the District and the Association shall begin negotiations for an agreement for the 1993-94 school year.

- 5.6 The District agrees to allow advancement on salary schedule columns in accordance with Appendix D due to approved earned educational credits to occur on both September 1 and February 1 of each school year, with proof of eligibility for such advancement to be presented to the Personnel Office not later than September 10 and February 10 of the month of implementation.
- 5.7 Health and Welfare Benefits
- 5.7.1 For the 1991-93 school years, the District agrees to make payment of premiums to either Larisa, Kaiser or Health Net plans for full-time unit members with no dependents or one dependent, for medical, vision, dental, life and accidental death and dismemberment benefits. For the 1991-93 school years, the District agrees to provide level-term life insurance to the extent of Fifty Thousand Dollars (\$50,000) coverage for full-time unit members.
- 5.7.2 For the 1991-93 school years, the District agrees to make payment of premiums to either Larisa, Kaiser or Health Net plans for full-time unit members with two or more dependents for medical, vision, dental, life and accidental death and dismemberment benefits, except that unit members with two or more eligible dependents will pay \$15.11 per month for ten months, per existing practice.
- 5.7.3 The District contribution for health, dental, optical and life insurance benefits shall be the same amount per FTE unit member as provided in the 1991-92 school year. Any cost of benefits in excess of the District contribution shall be paid by individual payroll deduction. The Association may, at its option, elect to put up to one (1) percent of the 4% bonus or salary adjustment provided in paragraphs 1 and 2, above, in the benefits pool (each year) to reduce the cost of individual payroll deductions.
- 5.7.4 Part-time unit members will be eligible to receive benefits; however, the District's contribution to premiums will be prorated according to the employment percentage of the unit member.
- 5.7.5 The District and the Association shall each appoint one or two members of the PERS Benefits Committee (the Committee may also include classified and/or confidential members) to look at the possibility of PERS benefits for the 1992-93 school year. The District shall not change benefits carriers for the 1992-93 school year without the express written agreement of the Association.

5.7.6 The District will continue the Long Term Disability program for members eligible under the plan in existence at the time of the signing of this Agreement and will continue to make payments as per existing practice.

5.8 Salary Schedule Placement

5.8.1 All units accepted for placement on the salary schedule must have prior approval of the Superintendent or designee.

5.8.2 Acceptance of units for advancement on the salary schedule shall be determined by use of the following criteria: (a) subjects are within the unit member's employment assignment; (b) subjects lead toward a credential foreseeably needed within the District; (c) subjects relate to areas of future personnel needs of the District.

5.8.3 A unit is defined as a "semester hour". Quarter units will be prorated. Fifteen (15) quarter units equal ten (10) semester units.

ARTICLE 6: HOURS

6.1 The normal teacher day shall extend from 8:00 A.M. to 3:30 P.M., or the equivalent thereof, including a one-half (1/2) hour lunch period, together with the understanding that existing reasonable duties may be equitably assigned outside the normal workday. Psychologists shall have the same workday as teachers.

6.2 The number of scheduled workdays for regular unit members shall be 184 days per year.

6.2.1 During 1988-89, there will be one additional minimum day on Thursday, June 22, 1989, at the middle school.

6.3 The District will provide a preparation period of twenty-five (25) minutes per regular school day, or the equivalent thereof, for teachers of grades one, two and three; a preparation period of thirty (30) minutes per regular school day, or the equivalent thereof, for teachers of grade four; and one class period per day or the equivalent thereof, for teachers of grades five through eight.

6.4 The working day for unit members teaching summer school shall be 8:00 A.M. to 12:30 P.M., or the equivalent.

6.5 The student contact time for teachers of grades one through three shall consist of 295 minutes per day which includes a split reading schedule of forty (40) minutes at the beginning

and the ending of the student school day, with all students being present for a total of 280 instructional minutes. All other classroom teachers shall maintain a student contact time of no less than 280 minutes.

ARTICLE 7: ASSIGNMENTS, REASSIGNMENTS, TRANSFERS

7.1 Assignment and Change of Assignment

7.1.1 For the purposes of this Article, "assignment" is the designation of a specific position or responsibilities within a school or department or work location. Assignment includes the initial placement of a newly-employed bargaining unit member in a specific school or work location as well as the change in a unit member's position or responsibilities within the same school or department or work location.

7.1.2 The Principal shall make assignments and changes of assignments of bargaining unit members based on the unit member's training, experience, advanced degrees, major and minor fields of study, competencies, credentials, evaluations, and special qualifications that can be objectively determined and educationally justified. In making assignments or changes of assignments, the Principal shall apply this criteria by utilizing Appendix B. A unit member may request the reasons for an assignment or change of assignment.

7.2 Reassignment

7.2.1 For purposes of this Article, "reassignment" shall be defined as a change to a different program and/or a movement from one work site to another work site which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated employees with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.

7.2.2 Reassignments shall be made by applying the criteria set forth in Appendix B.

7.2.3 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment and, upon request, will be entitled to a conference with the Principal and/or the Superintendent regarding the reassignment, at

which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

### 7.3 Transfers

7.3.1 For purposes of this Article, a "transfer" shall consist of a change in work location of a unit member from one school or work site to another school or work site within the District. Such transfer does not encompass the process of assignment of a specific position and responsibilities within the school, or department or work location. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").

### 7.4 Voluntary Transfers as a Result of Posting and Filling Vacancies

- 7.4.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position which is not committed for purposes of leaves, or unresolved involuntary transfers or layoffs.
- 7.4.2 Vacancies which arise during the school year shall be filled on a temporary basis, but will be posted for filling by June 1 of each school year. Such notices of vacancies shall be posted at each school and a copy shall be forwarded to the office of the Association.
- 7.4.3 Each notice of vacancy posted shall include the following information:
- 7.4.3.1 Site location of the vacancy.
  - 7.4.3.2 Grade level or subject matter assignment.
  - 7.4.3.3 Credential requirements.
  - 7.4.3.4 Service requirements.
  - 7.4.3.5 Special qualifications that can be objectively determined and educationally justified.
  - 7.4.3.6 Job description and typical responsibilities of other than a classroom teaching assignment.

7.4.3.7 The closing date for filing a transfer request.

7.4.4 A member of the unit may request, in writing, a transfer after completing two (2) years of service in the District. The transfer request may be submitted at any time or at the time of posting, and shall remain active until September 1 of each school year.

7.4.5 The request for transfer will be sent to the office designated by the District.

7.4.6 For purposes of selection between two or more unit members requesting transfer to a vacant position, the District shall consider the training, experience, advanced degrees, major and minor fields of study, competencies, evaluations, credentials, and special qualifications that can be objectively determined and educationally justified. This criteria shall be applied according to Appendix B.

7.4.7 When the District considers two or more members requesting a transfer to a vacant position to be equal on the basis of the criteria enumerated in Section 7.4.6, the unit member with the most District-wide seniority shall be selected for transfer to the vacant position.

7.4.8 The District shall notify, in writing, the unit member requesting transfer of the District's acceptance or denial of the request.

## 7.5 Involuntary Transfers

7.5.1 Involuntary transfers shall be initiated by the Superintendent or designee and shall be based on the educational needs and best interests of the District. The District shall make the determination of which unit member is to be involuntarily transferred based on the unit member's training, experience, advanced degrees, major and minor fields of study, competencies, evaluations, credentials, and special qualifications that can be objectively determined and educationally justified, and frequency of transfer of a unit member during his/her period of employment with the District. Application of this criteria shall be according to the standards set forth in Appendix B.

7.5.2 When the District considers two or more unit members being considered for involuntary transfer to be equal on the basis of the criteria enumerated in Section 7.5.1, the unit member with the least District-wide seniority shall be selected for involuntary transfer.

7.5.3 Any member of the unit who is to be involuntarily transferred shall be informed by the Superintendent or designee of the reason(s) for the transfer. If the unit member requests, a conference shall be held with the Superintendent or designee.

7.6 Transfers Relating to the Closing of a School

7.6.1 Up to August 15 of each school year, unit members who must be transferred as a result of a school closing shall have the right of first preference and first refusal on all vacancies for which they are qualified and credentialed. The determination of qualifications shall include the unit member's training, experience, advanced degrees, major and minor fields of study, competencies, credentials, evaluations and special qualifications that can be objectively determined and educationally justified. This criteria shall be applied according to Appendix B.

7.6.2 The order of establishing first preference and refusal shall be based upon the length of service in the District of those unit members who are being transferred, provided the credential requirements are met.

7.6.3 If a unit member's preference is not honored by the appropriate administrator, then the unit member may request the Superintendent to review the administrator's decision, and upon request, the Superintendent will provide a written explanation as to the reasons for the denial.

ARTICLE 8: SAFETY CONDITIONS

8.1 The District will make a conscientious effort to implement and use practices and procedures recommended by the District Safety Officer for the safety of unit members.

8.2 Unit members may notify their immediate supervisor in writing concerning conditions which, in their opinion, would directly affect their physical welfare. The supervisor, together with the District Safety Officer, will investigate the reported condition and advise the unit member in writing of their findings and any corrective action which will be taken.

8.3 Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault -- provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury, and provided further, that the unit member report any such incident to the immediate supervisor within a 24-hour

period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault. Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student.

ARTICLE 9: EVALUATIONS

- 9.1 The District management shall evaluate all bargaining unit members no less than once every two years.
- 9.2 Those unit members who are regularly scheduled to be evaluated will be so notified by the appropriate management person by no later than the tenth (10th) pupil attendance day of each school year. Such notice will contain a brief explanation as to the procedures for evaluations.
- 9.3 No later than November 1, the evaluator and the bargaining unit member will meet to discuss the evaluation for that year. If the Optional Evaluation Plan is mutually agreeable, the evaluator and the bargaining unit member will establish the goals and activities. If the District or bargaining unit member elects to use the Survey of Classroom Teaching, the District and the bargaining unit member will establish the specific objectives under Section 1.
- 9.4 If substantial change is made in an evaluatee's class structure after the agreement upon objectives, either the evaluator or the evaluatee may then request a modification in the objectives to adjust for the change.
- 9.5 By December 15, temporary/probationary employees and those permanent employees at risk of receiving "needs improvement" or "unsatisfactory" on the mid-year (Survey of Classroom Teaching) rating will have received a minimum of one "Classroom Observation Report". The two shall conference to cooperatively develop an Assistance Plan.
- 9.6 By February 15, all teachers will have conferenced with the supervisor to discuss/receive a mid-year rating on the Survey of Classroom Teaching.
- 9.7 By March 15, temporary/probationary employees and those permanent employees having received a rating of "needs improvement" or "unsatisfactory" on the mid-year rating on the Survey of Classroom Teaching will hold a monitoring conference to discuss and document progress toward objectives on the Assistance Plan.
- 9.8 The final evaluation conference will be held not later than thirty (30) calendar days prior to the end of the last regular school day to complete the evaluation process. The unit member will sign the evaluation signifying receipt. The unit

member shall be provided the opportunity of attaching a written response which shall become a part of the permanent record.

9.9 When there are written public charges or complaints by students, then the unit member has the right to (1) receive notice of the complaint within 15 working days after the event which gave rise to the complaint becomes known, (2) confront the specific person(s) making charges, and (3) respond to any accusation. If the procedural rights are denied, the complaints cannot be used in the evaluation.

9.10 Any certificated employee who receives a less than satisfactory rating on an observation shall upon request, be entitled to a subsequent observation.

9.11 Unit members who receive an unsatisfactory evaluation will not be entitled to a step increase on the salary schedule provided that upon appeal the arbitrator, as set forth in Article 2, finds that an unsatisfactory evaluation exists.

ARTICLE 10: CLASS SIZE

10.1 The District will maintain a class size average for the District of 29.

ARTICLE 11: LEAVE PROVISIONS

11.1 The benefits which are expressly provided by this section, Article 11, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 2.

11.2 Personal Illness and Injury Leave

11.2.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

11.2.2 After all earned leave as set forth in Section 11.2.1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of Section 11.2.4 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the

leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall begin upon the expiration of the unit member's accumulated sick leave.

- 11.2.3 If a unit member does not utilize the full amount of leave as authorized in Section 11.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 11.2.4 Upon reasonable belief of abuse of sick leave, and upon request by District management, a unit member shall be required to present a certificate signed by the unit member verifying the actual illness or injury, or present a certificate signed by a medical authority. If the illness or injury exceeds three (3) consecutive days, the District may require, at District's expense, a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such finding to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the District management, a unit member shall not return to work until a medical doctor's authorization is submitted at District's expense to return to work.
- 11.2.5 Whenever possible, a unit member must contact the appropriate District office at least one (1) hour prior to the start of the work day to permit the employer time to secure substitute service. Repeated failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action.
- 11.2.6 A unit member who is absent for one-fourth day or less, as defined in Article 6.1 herein, shall have deducted one-fourth day from the accumulated leave; and if the absence exceeds more than one-fourth day, then the leave shall be deducted in one-fourth units from accumulated leave. "One-fourth" shall be determined by rounding off to the nearest one-fourth.
- 11.2.7 A unit member shall make a reasonable attempt to notify the District prior to the dismissal time of the final class of the work day, of the employee's intent to return or not to return the following day.

11.2.8 Each unit member shall be notified of the accumulated leave by no later than October 1 of each school year.

11.3 Personal Necessity Leave

11.3.1 Leave which is credited under Section 11.2.1 of this Article may be used, at the unit member's election, for purposes of personal necessity -- provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

11.3.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family, as defined in Section 11.4.2 herein; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; or (c) other personal necessities which are approved by the Principal, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period or for taking a holiday or vacation, or for use as recreational activity, or for matters of personal convenience which can reasonably be taken care of before or after the school hours.

11.3.3 Except in cases of emergency, before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" above, the employee shall make every effort to comply with District procedures to enable the District to secure substitute service.

11.3.4 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in Section 11.3.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

11.4 Bereavement Leave

11.4.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary or deduction from sick leave on account of the death of any member of his immediate family.

11.4.2 For purposes of this provision an immediate family member shall be limited to mother, father, )

grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

11.5 Leave for Pregnancy Disability

11.5.1 Unit members are entitled to use sick leave as set forth in Section 11.2.1 and 11.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District at District's expense.

11.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 11.2.1 and 11.2.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District at District's expense.

11.5.3 The unit member on leave for pregnancy disability shall be entitled to return to the same position, unless the position is eliminated, then a comparable position to that held at the time the leave commenced. Under no circumstances is the language intended to provide rights beyond that which the unit member would have enjoyed had the employee not been on leave.

11.6 Leave Without Pay for Child Bearing Preparation and Child Rearing

11.6.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.

- 11.6.2 The unit member shall request such leave as soon as practicable, but no less than sixty (60) calendar days prior to the date on which the leave is to begin except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 11.6.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and replacement problems of the District and the needs and interests of the teacher.
- 11.6.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 11.6.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
- 11.6.6 There shall not be a diminution of employment status while on leave for child bearing or child rearing except that no person shall be entitled to compensation, increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.
- 11.6.7 If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the teacher to a position as soon as practicable.

11.7 Industrial Accident Leave

- 11.7.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.
- 11.7.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be

in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

11.7.3 The District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

11.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate insurance fund which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

## 11.8 Judicial Leave

11.8.1 A unit member will be provided leave for regularly-called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence as soon as the unit member is aware of a request for appearance.

11.8.2 The unit member, while serving on Jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service.

## 11.9 Exchange Teaching Leave

11.9.1 An exchange leave is a leave granted to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

11.9.2 Exchange leaves of absence may be granted to certificated employees who meet the following requirements:

(a) The employee must have permanent status in the District on the effective date of the leave.

(b) An exchange agreement must be signed by the employees and the Districts concerned.

11.9.3 The exchange is for one (1) year, unless extended for one (1) additional year by unanimous consent of the governing boards and the employees concerned.

11.9.4 Compensation shall be arranged according to one of the following plans:

Plan A (Applies to exchanges in California) The Manhattan Beach City School District employee is paid by the other district and is to receive the rate of pay on the other district's salary schedule nearest to the rate received in the Manhattan Beach City School District, but not more than the other district employee would have received.

Plan B (Applies to exchanges outside California) The Manhattan Beach City School District employee is paid by the Manhattan Beach City School District at his regular rate. This plan is limited to exchanges with states or countries where the other employee will receive an adequate salary for living in that particular community.

Plan C (Applies to exchanges outside California) The Manhattan Beach City School District employee is paid by the other district at a negotiated rate.

- 11.9.5 At the completion of any exchange, the Manhattan Beach City School District employee shall return to duty in the Manhattan Beach City School District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.
- 11.9.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the Manhattan Beach City School District, provided that the employee served a sufficient number of days in the exchange position to have been paid at least seventy-five percent (75%) of the salary agreed to in the contract signed with the outside district. A notarized affidavit shall be filed verifying this service.
- 11.9.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the employee must personally arrange for payment of required contributions.
- 11.9.8 If the employee wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of his leave.

11.10 Military Leave

Military leave shall be provided in accordance with statutory provisions.

11.11 Sabbatical Leave

11.11.1 At the sole discretion of the Governing Board, the District may grant sabbatical leaves subject to the following conditions:

11.11.2 Definitions

11.11.2.1 Qualified unit members may be granted the privilege of sabbatical leave for a period not to exceed one year for the purpose of permitting study which will benefit the schools and the pupils of the district.

11.11.2.2 The number of unit members granted sabbatical leave during any one school year shall be discretionary with the Governing Board.

11.11.2.3 The sabbatical leave may consist primarily of study in residence at a university or college, or study on a special project(s), or research problem(s). The special project(s) should be achieved through the medium of purposeful college attendance.

11.11.3 Eligibility

11.11.3.1 Sabbatical leaves must be preceded by at least seven (7) consecutive years of paid full-time teaching service, all of which have been served as a regular, full-time, permanent certificated employee in the Manhattan Beach City School District.

11.11.3.2 No leave of absence, including maternity leave, shall be considered a break in the continuity of service for the required seven (7) consecutive years' service, but time spent on leave of absence shall not be counted toward fulfillment of the seven (7) year service requirement.

11.11.3.3 After a unit member has taken a sabbatical leave, an additional seven (7) years must be served before he/she can be eligible for another sabbatical leave.

11.11.4 Extent

11.11.4.1 Sabbatical leaves will be granted for no more than one year.

11.11.4.2 Sabbatical leaves shall coincide with the school year or shall be for a period of time mutually agreed upon by the unit member and the Governing Board.

11.11.5 Application

11.11.5.1 No later than February 1 of the year preceding the proposed leave, a unit member requesting sabbatical leave shall submit a letter of application to the Superintendent. The letter of application shall explain the applicant's proposed program within the areas set forth in Section 11.11.6 below. The proposed program will be evaluated on the basis of: (a) benefit to the students of the District; (b) benefit to other teachers in the District; and (c)

professional growth possibilities in the proposal for the individual teacher.

11.11.6 Program Areas

The applicant's proposed program should be within the following areas:

- 11.11.6.1 Sabbatical leaves for study: The applicant must have the proposed plan for study and the extent of the study approved by the Superintendent and the Board.
- 11.11.6.2 Sabbatical leaves for special projects: The applicant must submit a detailed outline of his/her proposed project. This must meet the approval of the Superintendent and the Board.
- 11.11.6.3 Sabbatical leaves for fellowships and grants: The applicant must submit an account of the provisions of the grant and a detailed plan of the study to be accomplished.

11.11.7 Compensation While on Sabbatical Leave

- 11.11.7.1 Compensation while on sabbatical leave shall be in accordance with the provisions of the District's salary schedule in effect during the period of the leave.
- 11.11.7.2 For unit members who receive approval for a one (1) year sabbatical leave, compensation shall be fifty percent (50%) of the salary for which the applicant would have been eligible during the year of his/her leave. Unit members who receive approval for a sabbatical leave for less than one year shall receive compensation as mutually agreed by the unit member and the District.
- 11.11.7.3 While on sabbatical leave, unit members will be eligible to receive health and welfare benefits; however, the District's contribution to premiums will be prorated according to the service percentage of the unit member.

11.11.7.4 Prior to the commencement of a sabbatical leave, the unit member must file with the Board of Trustees a suitable bond indemnifying the District for any salary paid the employee during the period of the leave in the event the unit member fails to return and to render the necessary years of service to the District following the termination of the sabbatical leave, or in the event the unit member fails to satisfactorily complete the program of study approved by the Superintendent and the Board of Trustees.

11.11.7.5 Failure of a unit member to return and render service or to complete the scheduled program of study shall not result in forfeiture of the bond, provided that such failure is due to death or it is certified by a physician designated by or satisfactory to the District that failure was due to a bona fide physical or mental disability.

11.11.7.6 The unit member may accept a fellowship or grant in aid designed to assist accomplishment of the purpose of the leave.

11.11.8 Final Report and Transcripts Upon Return

11.11.8.1 Within sixty (60) days of the unit member's return to duty, a final report containing transcripts of all college and university study while on leave, and all items of information pertinent to an evaluation of the completed program, shall be filed with the Superintendent for his consideration. The Superintendent may duplicate and submit the report to the Board.

11.11.9 Placement Upon Return

At the expiration of the sabbatical leave the unit member shall be reinstated in the position held by him/her at the time the leave was granted, or placed in a position within the scope of his/her certification.

11.11.10 Effect Upon Salary and Retirement

- 11.11.10.1 Effect of leave on salary increment: Sabbatical leave shall constitute a year's service for movement on the salary schedule.
- 11.11.10.2 The unit member will not be covered by the District's workers' compensation.
- 11.11.10.3 Sick leave will neither accumulate to the unit member nor be charged against him/her. In case an illness prevents a unit member on leave from meeting the conditions of his/her leave, the unit member shall have to reach a separate understanding with the Superintendent.
- 11.11.10.4 Compensation paid during sabbatical leave is subject to retirement deductions and will earn service credit in the proportion that the compensation paid bears to the compensation earnable for full-time service.
- 11.11.10.5 College credits earned during sabbatical leave may be utilized to meet the requirements for advancement on the salary schedule.
- 11.11.10.6 Those who have had full year sabbaticals may, at their option, pay into the State Teachers Retirement System an amount that they would ordinarily have contributed in order to receive full time-service credit.

11.12 Other Leaves Without Pay

- 11.12.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or tenure credit may be granted for a period of one (1) school year. Upon approval of the District, such leave may be extended one (1) additional year.
- 11.12.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by April 15 of the school year as to an intent to return to employment in

the District. If the failure to so notify creates a hardship on the District or impairs the job rights of other unit members, then such failure may be considered an abandonment of position.

11.12.3 Unit members on leave may continue to participate in District-maintained health and welfare benefits (excluding State Teachers Retirement System and income protection plans) by arranging with the District to prepay appropriate premiums for such health and welfare benefits to the District.

ARTICLE 12: RETIREMENT PROVISIONS

12.1 General Provisions

Upon written request and with the approval of the Board of Trustees, an individual unit member with ten (10) years of satisfactory full-time service in the District, in a position requiring certification, and who has achieved the required retirement age, may participate in one of the early retirement plans outlined in Section 12.2 below. A request to participate in an early retirement plan must be submitted to the District Personnel Office no later than April 21, 1989. The 1988-89 school year is the last year during which a unit member may participate in such a plan.

12.1.1 Approval of all requests for early retirement shall be at the sole discretion of the Board of Trustees.

12.2 A unit member may request early retirement under one of the following plans for the 1988-89 year:

12.2.1 Plan I - Pre-Retirement/Partial Employment

- A. Employee has taught in the District for ten (10) or more years;
- B. He/she has been a full-time certificated District employee for the last five (5) years;
- C. Effective September 1, 1989, employee shall serve on a less than full-time basis, with full fringe benefits and District-paid STRS contributions for a 50% assignment; and,
- D. Employee promises to resign from the District no later than June 30, 1991.

- 12.2.2 Plan II - Bonus Payment for Resignation
- A. Employee certifies that he/she has been a certificated employee of the District for at least ten (10) years;
  - B. Employee must resign by June 30, 1989 and submit a written resignation no later than April 21, 1989;
  - C. District agrees to pay the employee the sum of \$22,500 as follows:
    - December 15, 1989....\$7,500
    - December 15, 1990....\$7,500
    - December 15, 1991....\$7,500

- 12.2.3 Plan III - Bonus Payment/Retiree Fringe Benefits for Resignation on or Before June 30, 1989
- A. Employee has served in a certificated capacity for no less than ten (10) years with the District;
  - B. Employee must resign by June 30, 1989 and submit a written resignation no later than April 21, 1989;
  - C. For employees who are 55 years of age or older on or before December 31, 1989, the District will pay \$7,500 each on December 15, 1989, December 15, 1990 and December 15, 1991, respectively; and,
  - D. The District agrees to provide employee fringe benefits to age 65 as provided in the master contract, with an annual cap of \$6,000.

- 12.2.4 Plan IV - Fringe Benefits for Employee and Spouse
- A. Employee has served as a full-time certificated staff member in the District for no less than ten (10) years;
  - B. Employee has reached age 55 by December 31, 1989;

- C. Employee is eligible for benefits under the State Teachers Retirement System;
- D. Employee must resign by June 30, 1989 and submit a written resignation no later than April 21, 1989;
- E. The District agrees to pay health benefit premiums for both employee and spouse for ten (10) years or until employee reaches age 65 or employee dies, whichever occurs first. The annual cap on these benefits is \$6,000 for both employee and spouse.

ARTICLE 13: NO CONCERTED ACTIVITIES

- 13.1 It is agreed and understood that there will be no strike, work stoppage, slowdown or picketing of the District by the Association, its officers, agents, or unit members, including compliance with the request of other organizations to engage in such activity.
- 13.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or picketing of the District by its officers, agents, or unit members, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 13.3 It is understood that, in the event the Association violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement from the Association.
- 13.4 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law.

ARTICLE 14: MISCELLANEOUS PROVISIONS

- 14.1 Unit members who are qualified and credentialed and apply for Summer School positions shall be given first priority in the selection for those positions if they were in paid status in the District during the preceding regular school year.
- 14.2 This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

14.3 All notices pursuant to this Agreement shall be addressed to the parties as follows: District - Superintendent of Schools, Manhattan Beach City School District, 1501 Redondo Avenue, Manhattan Beach, CA 90266; and Association - Executive Director, Manhattan Beach Teachers Association, 231 Vista Del Mar, Suites C and D, Redondo Beach, CA 90277.

14.4 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 15: ANTI-DISCRIMINATION POLICY

The Manhattan Beach City School District recognizes that all employees have the right to work in a discrimination-free environment. In recognition of this right, the Manhattan Beach City School District has adopted a policy prohibiting discrimination or harassment in the workplace because of race, color, religious creed, ancestry, national origin, sex, age (over 40 years), marital status, medical condition (cancer-related) or physical handicap. By this policy, the Manhattan Beach City School District expresses its strong disapproval of and prohibits any discriminatory or harassing conduct on the part of any employee, including, but not limited to, remarks, jokes or slurs that refer to an individual's race or ethnic background, religion, physical handicap, medical condition, marital status, sex or age.

The Manhattan Beach City School District encourages employees to report complaints of discrimination or harassment, without fear of retaliation. Employees wishing to complain about discrimination or harassment should contact their immediate supervisor. If they are dissatisfied with the action taken by their immediate supervisor, or if their immediate supervisor is the discriminating or harassing individual, employees should contact the following person:

Personnel Director  
Manhattan Beach City School District  
1501 Redondo Avenue  
Manhattan Beach, CA 90266

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

Date \_\_\_\_\_

Date \_\_\_\_\_

B = Beginning Day  
 C = Clean-Up Day  
 M = Minimum Day  
 PC = Parent Conference Days  
 SD = Staff Development Days  
 TP = Teacher Preparation Day

MANHATTAN BEACH CITY SCHOOL DISTRICT

APPENDIX A

CALENDAR 1992-93

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught	Legal Holiday	Total Holiday
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri			
First School Month AUG. 31 - SEPT. 25	AUG. SEPT. 31 1 2 3 4					TP SD B 7 8 9 10 11					14 15 16 17 18					21 22 23 24 25					13	1	1
Second School Month SEPT. 26 - OCT. 23	OCT. SD 28 29 30 1 2					6 7 8 9					12 13 14 15 16					19 20 21 22 23					20	--	--
Third School Month OCT. 24 - NOV. 20	26 27 28 29 30					NOV. SD 2 3 4 5 6					9 10 11 12 13					16 17 18 19 20					19	1	--
Fourth School Month NOV. 23 - DEC. 18	23 24 25 26 27					DEC. PC X 30 1 2 3 4					7 8 9 10 11					14 15 16 17 18					16	1	1
Fifth School Month DEC. 21 - JAN. 15	X X X X X					X X X X X JAN 16 17 18 19 20					4 5 6 7 8					11 12 13 14 15					10	2	0
Sixth School Month JAN. 18 - FEB. 12	18 19 20 21 22					25 26 27 28 29					FEB. 1 2 3 4 5					8 9 10 11 12					18	2	--
Seventh School Month FEB. 15 - MAR. 12	15 16 17 18 19					22 23 24 25 26					MAR. 1 2 3 4 5					8 9 10 11 12					19	1	--
Eighth School Month MAR. 15 - APR. 9	15 16 17 18 19					22 23 24 25 26					APR. SD 29 30 31 1 2					X X X X X 3 4 5 6 7					16	--	5
Ninth School Month APR. 12 - MAY 7	12 13 14 15 16					19 20 21 22 23					26 27 28 29 30					MAY 3 4 5 6 7					20	--	--
Tenth School Month MAY 10 - JUNE 4	10 11 12 13 14					17 18 19 20 21					24 25 26 27 28					JUNE 1 2 3 4					19	1	--
Eleventh School Month JUNE 7 - JUNE 11	7 8 9 10 11					14 15 16 17 18					M C 21 22										11	--	2
<b>TOTALS</b>															180	9	17						

LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

HOLIDAY	Date in 1992-93	Day of Week 1992-93	Day or Date Each Year
Independence Day	July 4	Saturday	July 4
Labor Day	Sept. 7	Monday	1st Mon. in Sept.
Veterans Day	Nov. 9	Monday	Nov. 11
Thanksgiving Day	Nov. 26	Thursday	4th Thurs. in Nov.
Christmas Day	Dec. 26	Friday	Dec. 26
New Year's Day	Jan. 1	Friday	Jan. 1
Martin L. King, Jr. Day	Jan. 18	Monday	3rd Mon. in Jan.
Lincoln Day	Feb. 17	Friday	Feb. 17
Washington Day	Feb. 19	Friday	3rd Mon. in Feb.
Memorial Day	May 31	Monday	Last Mon. in May

(a) Whenever any of the approved holidays fall on a Saturday, the following Monday shall be deemed to be the holiday.  
 (b) Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.

X LOCAL HOLIDAY PER EDUCATION CODE 37220.(13)

- X Nov. 27, 1992 Thanksgiving Holiday
- X Dec 21, 1992 Jan. 1, 1993 Christmas Holidays (Winter Vacation)
- X April 8, 1993 Spring Vacation

(a) Except as otherwise provided, the public schools shall close on the following holidays:  
 (1) January 1  
 (2) The third Monday in January or Monday or Friday in the week in which January 15th occurs known as "Dr. Martin Luther King Jr. Day" On the Friday preceding which day the schools are closed, schools shall include exercises commemorating and directing attention to the history of the civil rights movement in the United States and particularly the role therein of Dr. Martin Luther King, Jr.  
 (3) The Monday or Friday of the week in which February 12th occurs known as "Lincoln Day" On the day that school is in session prior to the day on which schools are closed for that purpose, all public schools and educational institutions throughout the state shall hold exercises in memory of Abraham Lincoln.  
 (4) The third Monday in February known as "Washington Day" On the Friday preceding, all public schools and educational institutions throughout the state shall hold exercises in memory of George Washington.  
 (5) The last Monday in May known as "Memorial Day."  
 (6) July 4th.  
 (7) The first Monday in September known as "Labor Day."  
 (8) November 11th known as "Veterans Day" Observed Nov. 9  
 (9) That Thursday in November proclaimed by the President as "Thanksgiving Day."  
 (10) December 25th.

B = Beginning Day  
 C = Clean-Up Day  
 M = Minimum Day  
 PC = Parent Conference Days  
 SD = Staff Development Days  
 TP = Teacher Preparation Day

CALENDAR FOR 1991/92  
 MANHATTAN BEACH CITY  
 SCHOOL DISTRICT

APPENDIX A

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught	Legal Holiday	Local Holiday
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri			
<b>First School Month</b> SEPT. 2-SEPT. 27	SEPT. *2 3 4 5 6 TP					SD B 9 10 11 12 13					16 17 18 19 20					SD 23 24 25 26 27					15	1	-
<b>Second School Month</b> SEPT. 30- OCT. 25	OCT. 30 1 2 3 4					7 8 9 10 11					14 15 16 17 18					SD 21 22 23 24 25					20	-	-
<b>Third School Month</b> OCT. 28 - NOV. 22	NOV. 28 29 30 31 1					4 5 6 7 8					11 12 13 14 15					18 19 20 21 22					19	1	-
<b>Fourth School Month</b> NOV. 25 - DEC. 20	* x 25 26 27 28 29					DEC. PC PC 2 3 4 5 6					9 10 11 12 13					16 17 18 19 20					16	1	3
<b>Fifth School Month</b> DEC. 23 - JAN. 17	x x * x x 23 24 25 26 27					x x JAN. x x 30 31 * 1 2 3					SD 6 7 8 9 10					* 13 14 15 16 17					10	2	8
<b>Sixth School Month</b> JAN. 20 - FEB. 14	* 20 21 22 23 24					27 28 29 30 31					FEB. 3 4 5 6 7					* 10 11 12 13 14					18	2	-
<b>Seventh School Month</b> FEB. 17 - MAR. 13	* 17 18 19 20 21					24 25 26 27 28					SD MAR. 2 3 4 5 6					9 10 11 12 13					19	1	-
<b>Eighth School Month</b> MAR. 16 - APR. 10	SD 16 17 18 19 20					23 24 25 26 27					APR. 30 31 1 2 3					6 7 8 9 10					20	-	-
<b>Ninth School Month</b> APR. 13 - MAY 8	x x x x x 13 14 15 16 17					20 21 22 23 24					MAY 27 28 29 30 1					4 5 6 7 8					15	-	5
<b>Tenth School Month</b> MAY 11 - JUNE 5	11 12 13 14 15					18 19 20 21 22					* 25 26 27 28 29					JUNE 1 2 3 4 5					19	1	-
<b>Eleventh School Month</b> JUNE 8 - JUNE 19	8 9 10 11 12					M C 15 16 17 18 19															9	-	1
<b>TOTALS</b>															180	9	17						

\* LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

HOLIDAY	Date in 1991-92	Day of Week 1991-92	Day or Date Each Year
Independence Day	July 4	Thursday	July 4
Labor Day	Sept. 2	Monday	1st Mon. in Sept.
Veterans Day	Nov. 11	Monday	Nov. 11
Thanksgiving Day	Nov. 28	Thursday	4th Thurs. in Nov.
Christmas Day	Dec. 25	Wednesday	Dec. 25
New Year's Day	Jan. 1	Wednesday	Jan. 1
Martin L. King, Jr. Day	Jan. 28	Monday	3rd Mon. in Jan.
Lincoln Day	Feb. 10	Monday	Feb. 12
Washington Day	Feb. 17	Monday	3rd Mon. in Feb.
Memorial Day	May 25	Monday	Last Mon. in May

(a) Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.  
 (b) Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.

X LOCAL HOLIDAY PER EDUCATION CODE 37220.(13)

- X Nov. 29, 1991 Thanksgiving Holiday
- X Dec. 23, 1991-Jan. 3, 1992 Christmas Holidays (Winter Vacation)
- X Apr. 13-17, 1992 Spring Vacation

\* (a) Except as otherwise provided, the public schools shall close on the following holidays:  
 (1) January 1.  
 (2) The third Monday in January or Monday or Friday in the week in which January 15th occurs known as "Dr. Martin Luther King, Jr. Day." On the Friday preceding which day the schools are closed, schools shall include exercises commemorating and directing attention to the history of the civil rights movement in the United States and particularly the role thereof of Dr. Martin Luther King, Jr.  
 (3) The Monday or Friday of the week in which February \* \* \* 12 occurs, known as "Lincoln Day." On the day that school is in session prior to \* \* \* the day on which schools are closed for that purpose, all public schools and educational institutions throughout the state shall hold exercises in memory of Abraham Lincoln.  
 (4) The third Monday in February known as "Washington Day." On the Friday preceding, all public schools and educational institutions throughout the state shall hold exercises in memory of George Washington.  
 (5) The last Monday in May known as "Memorial Day."  
 (6) July 4th.  
 (7) The first Monday in September known as "Labor Day."  
 (8) November 11th known as "Veterans Day."  
 (9) That Thursday in November proclaimed by the President as "Thanksgiving Day."  
 (10) December 25th.  
 Additions or changes indicated by underlines; deletions by asterisks \* \* \*

BOARD APPROVAL: 6/12/91

APPENDIX B

DATE \_\_\_\_\_

NAME \_\_\_\_\_ SEN. # \_\_\_\_\_ PURPOSE \_\_\_\_\_

APPLICATION OF CRITERIA FOR DETERMINING PERSONNEL ASSIGNMENT, CHANGE OF ASSIGNMENT, REASSIGNMENT, TRANSFERS, EMPLOYMENT, RANKING OF PERSONNEL EMPLOYED ON THE SAME DATE, PROTECTION FROM LAYOFF, OR REEMPLOYMENT AS RELATED TO THE PARTICULAR NEEDS OF THE DISTRICT.

CRITERIA	MAX. POSS.	ANTICIPATED OPENINGS											
1. Credential authorizing service for anticipated openings.	YES/NO												
2. Previous experience in grade level or subjects where openings are anticipated.	15												
3. Knowledge of subject matter of the anticipated openings (i.e., major or minor field of study, advanced degrees or special competencies.)	20												
4. Competencies as demonstrated by performance evaluation:													
a. Instructional techniques and strategies.	10												
b. Progress of pupils toward established standards.	10												
c. Adherence to curricular objectives, classroom management and establishment of suitable learning environment.	10												
d. Relationships with pupils, parents, staff; fulfillment of adjunct duties.	10												
5. Recent professional training or in-service related to needs of anticipated openings.	10												
6. Special qualifications that can be objectively determined and educationally justified.	15												
<b>TOTAL SCORE</b>	<b>100</b>												

RELATIVE PLACEMENT AMONG THOSE FIRST EMPLOYED ON SAME DATE OF \_\_\_\_\_

-Preference to decline involuntary transfer will be given employees who have been involuntarily transferred within the past four years. All other qualifications being equal toward meeting the specific needs of the District, District-wide seniority will prevail.

## Manhattan Beach City School District

CERTIFICATED UNIT MEMBER SALARY SCHEDULE

1990 - 1991

STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
1	20266 **	21691 **	23125 **	24547	25974	27405
2	21121 **	22608 **	24120	25662	27232	28829
3	21981 **	23521	25118	26775	28486	30262
4	22838 **	24434	26120	27889	29742	31687
5	23690	25349	27117	29001	31002	33110
6	24547	26262	28114	30114	32257	34539
7	25406	27173	29119	31228	33513	35972
8		28085	30114	32341	34769	37395
9		29001	31116	33454	36020	38823
10			32113	34568	37847	40249
11			33110	35678	38535	41675
12				36794	39788	43104
13					41043	44536
14						45967
ANNIVERSARY INCREMENTS						
15			33921	37605	41854	46778
20			34731	38415	42664	47588
** The actual minimum salary for the Certificated Unit Member Salary Schedule shall be \$23,187 annually, pursuant to Education Code Section 45023.4.						

COL. 1 Bachelor's Degree.

COL. 2 Bachelor's Degree plus 15 semester units or 22 quarter units of upper division, graduate, and/or approved study taken after the Bachelor's Degree.

COL. 3 Bachelor's Degree plus 30 semester units or 45 quarter units of upper division, graduate, and/or approved study taken after the Bachelor's Degree.

COL. 4 Bachelor's Degree plus 45 semester units or 67 quarter units of upper division, graduate, and/or approved study taken after the Bachelor's Degree;

OR

Master's Degree.

**MBTA Salary Schedule 1990-91**

**COL 5 Bachelor's Degree plus 60 semester units or 90 quarter units of upper division, graduate, and/or approved study taken after the Bachelor's Degree;**

**OR**

**Master's Degree plus 15 semester units or 22 quarter units of upper division, graduate, and/or approved study taken after the Master's Degree.**

**COL 6 Bachelor's Degree plus 90 semester units or 112 quarter units of upper division, graduate, and/or approved study taken after the Bachelor's Degree;**

**OR**

**Master's Degree plus 30 semester units or 45 quarter units of upper division, graduate, and/or approved study taken after the Master's Degree.**

1. **Work Days Per Year:** MBTA Unit Members shall work annually as follows:  
184 Days
2. **Vacation:** Not applicable.
3. **Holidays:** Not Applicable.
4. **Sick Leave:** Shall be earned at the rate of one day per month of assignment on a pro rata basis.
5. **Anniversary Increments:** To qualify for an Anniversary Increment, a Unit Member must be beginning the 15th or 20th year of service in the District and the Unit Member must be in Column 3, 4, 5, or 6 of the Salary Schedule.  
  
The Anniversary Increment at the 15th year shall be 4% of Column 1, Step 1 and the increment at the 20th year shall be 8% of Column 1, Step 1. The Anniversary Increment shall be added to the base salary.
6. **Fringe Benefits:** As set forth in the MBTA Contract, Article 5.6.
7. **Advancement on the Schedule:** Step and Column advancement shall be in accordance with contract agreement.
8. **Travel / Mileage:** Travel / Mileage shall be reimbursed at the rate of 26 cents per mile.
9. **Annual Dues / Membership Fees:** As set forth in MBTA Contract, Article 4.10.

Revised: 8/26/91

TENTATIVE AGREEMENT

The Manhattan Beach City School District ("District") and the Manhattan Beach Teachers Association ("Association"), in full settlement of the 1991-92 and 1992-93 collective bargaining agreement, agree as follows:

1. For 1991-92, the District shall pay each unit member a 4% one-time, off-schedule bonus, based on the unit member's actual 1991-92 base salary (excluding extra duty pay or pay for extra work), less standard deductions for federal, state and local taxes. This amount will be paid as soon as possible, in one lump sum.
  
2. For 1992-93, the District shall pay each unit member a 4% one-time, off-schedule bonus, based on the unit member's actual 1992-93 base salary, as described above. This amount will be paid as soon as possible after the certification of a positive vote on unification of this District into a unified school district, so long as such election takes place between July 1, 1992 and June 30, 1993. In the event said election takes place between July 1, 1992 and June 30, 1993 and the vote is negative on unification, the bonus described above for 1992-93 shall not be paid, and the District shall increase the salary schedule then in place (the 1990-91 salary schedule) by 4%, effective July 1, 1992. If the unification election is not held in the 1992-93 school year,

and if the issue of unification has not been scheduled for election in the 1993-94 school year by April 30, 1993, the District shall increase the 1990-91 salary schedule by 4%, effective July 1, 1992. If the election is not held in the 1992-93 school year, but is held in the 1993-94 school year, the District shall pay each unit member the bonus for 1992-93 as if there had been a positive vote on unification in the 1992-93 school year, and shall increase the salary schedule in effect on July 1, 1993 (the 1990-91 schedule) by 4%, effective July 1, 1993. The salary schedule adjustment for 1993-94 shall be processed after the certification of the unification election. At such time, the District and the Association shall begin negotiations for an agreement for the 1993-94 school year.

3. Article V, Section 5.7.3 shall be deleted, and the following substituted:

The District contribution for health, dental, optical and life insurance benefits shall be the same amount per FTE unit member as provided in the 1991-92 school year. Any cost of benefits in excess of the District contribution shall be paid by individual payroll deduction. The Association may, at its option, elect to put up to one (1) percent of the 4% bonus or salary adjustment provided in paragraphs 1 and 2, above, in the benefits pool (each year) to reduce the cost of individual payroll deductions.

4. Article 11, Section 11.3.1 shall be modified to provide that personal necessity leave does not exceed seven (7) days in any school year.
5. The District and the Association shall each appoint one or two members of the PERS Benefits Committee (the Committee may also include classified and/or confidential members) to look at the possibility of PERS benefits for the 1992-93 school year. The District shall not change benefits carriers for the 1992-93 school year without the express written agreement of the Association.
6. All existing provisions of the 1988-91 Collective Bargaining Agreement shall remain unchanged. This successor agreement shall remain in place from July 1, 1991, until June 30, 1993, with no reopeners, except that paragraph 2 shall stay in effect by its terms.

Recommended December 3, 1991

Manhattan Beach City  
School District

Catherine B. Hagen  
Catherine B. Hagen  
Legal Counsel

Bonnie M. Cohn  
Bonnie M. Cohn

Billie Jean Knight  
Billie Jean Knight

Peter Schiff  
Peter Schiff

Manhattan Beach  
Teachers Association

Lauren Sanders  
Lauren Sanders  
Executive Director

Lynn McIver  
Lynn McIver  
Negotiations Chair

Lesley Hamil Thompson  
Lesley Hamil Thompson

Georgianne Marquis  
Georgianne Marquis

Barry Smith  
Barry Smith

Nancy Whitehead  
Nancy Whitehead

## APPENDIX D

### Salary Guides

Members of the bargaining unit shall be paid according to the Certificated Salary Schedule contained in the collective bargaining agreement between the Manhattan Beach City School District and the Manhattan Beach Teachers' Association. Unit members shall advance through the Certificated Salary Schedule as follows:

#### I. Service Credit

Advancement through the steps of the Certificated Salary Schedule shall be in accordance with the following:

##### A. Definitions

One (1) year of service credit is defined as:

- (a) Regular full-time service with the Manhattan Beach School District for not less than seventy-five percent (75%) of the days of the regular school year, and in no event less than five (5) teaching hours per day for at least 137 school days, or
- (b) Regular part-time service with the Manhattan Beach School District such that the product of the fraction of the full school year worked and the fraction of a full assignment worked during the year equals .75 or more.

Regular part-time service credit may be accumulated to attain the .75 fractional requirement in order to advance one (1) step.

##### B. Advancement

Members of the bargaining unit shall advance on the Certificated Salary Schedule one (1) step for each year of service as defined above occupying each step in succession until the maximum step of the column assigned is reached or until the member qualifies and is approved for a higher column. Upon reaching the maximum step of a column, the member shall remain on that step until qualified and approved for a higher column which permits more service credit. When a unit member qualifies for a higher column, the member shall advance no more than one year even though the unit member may have served for more than one year at the highest step in the lower column.

C. Placement

A clear valid credential authorizing service at the specified grade level is required for unrestricted advancement on the salary schedule.

II. Training Credit

Advancement through the columns shall be in accordance with all of the following:

- A. Credit will only be given for units of study successfully completed provided that the approval of the Principal and the Superintendent was obtained prior to enrollment in the course. Intent to enroll in a course shall be submitted on the appropriate District form to the Superintendent via the Building Principal.
- B. Credit will be given only for units that were successfully completed with at least a grade of "C" or "Pass".
- C. Units approved for salary advancement must be: (a) upper division or graduate units from a WASC or other equivalent accredited institution that relate directly to the assignment of the employee and that do not exceed the units specified in E, F, and G. Units approved must be in an individual's major or minor field or must be significantly related to the unit member's present or demonstrably possible future assignment; for example, to obtain an additional teaching assignment or major or minor that will be of direct benefit to the District.
- D. Units approved shall be semester units only. One (1) semester unit shall be equal to one (1) salary credit. One (1) quarter unit shall be equal to two-thirds (2/3) of a semester unit.
- E. No more than six (6) units may be earned through lower division college courses. A unit member may be permitted to earn additional lower division credits if the Principal determines that the course will be beneficial.
- F. Credit may be earned for successfully completed training/workshops that are related to the unit member's present or demonstrably possible future assignment and occur outside the regular paid workday. Fifteen (15) hours of training or workshop time will equal one (1) semester unit. Not more than one (1) semester credit can be acquired in any one (1) weekend workshop/in-service.

- G. No more than twelve (12) units of credit earned during the teaching year will be authorized for column advancement in any one (1) year. Additional units could be earned during the summer.
- H. Explanation of the value of a course to the assignment of responsibility must be explained in the "Justification" space provided on the appropriate authorization form.
- I. Certificated employees planning column advancement in the succeeding year must notify the District Personnel Office no later than June 1 of the year prior to advancement. If the notice is not submitted by June 1, column advancement may be denied.
- J. Official transcripts of study must be received by the District Personnel Office prior to September 10 of a school year in order for training credit on the salary schedule to be granted for September 1 of that school year, and no later than February 10 for movement on the salary schedule effective February 1 of any school year, except that study successfully completed during the summer session immediately preceding the beginning of the school year may be verified by a document signed by the teacher of the course pending receipt of an official transcript covering the course.
- K. Credit will not be given for units of study or in-service training that is part of the mandatory portion of a remediation plan after receipt of an unsatisfactory evaluation.

III. Experienced Teacher Professional Incentive Plan

A maximum of four (4) professional growth incentives, at Steps 10 through 20 on the salary schedule, which incentives shall be \$350 each, may be earned at the rate of one (1) incentive per five (5) year period by a unit member after placement on Column VI of Appendix C-1 and upon reaching Step 10, providing the most recent formal evaluation of overall performance is "satisfactory" or better, and upon presenting evidence of having satisfactorily completed six (6) semester units (or equivalent). These units (or equivalent) must be earned outside the regular paid workday. Units earned for placement on Column VI or prior to September 1, 1984 shall not be counted toward a professional growth incentive.

IV. Professional Growth Hours (Education Code Section 44277)

- A. Professional growth credits for the purposes of maintaining a clear credential shall be acquired and documented as provided for the Education Code Section 44277 and following sections.
- B. The District plan for professional advancement and salary schedule movement and the California professional growth plan for credential renewal shall be administered as separate and discrete plans. Thus, all professional advancement units approved by the District would be applicable to the 150 hours required for credential renewal but the same unit may not always be applicable to professional advancement or the salary schedule.
- C. Together with the advisor, the unit member shall form a professional growth plan which follows the format and requirements set forth in the California Professional Growth Manual.

The advisor shall be selected by the unit member and shall be approved by the Superintendent or designee from the following acceptable categories:

- 1. Certificated Central Office
  - 2. Coordinators, Consultants
  - 3. Principals
- D. Acquiring and documenting the 150 hours of professional growth shall be the sole responsibility of the unit member. Each year each staff member who is involved will complete the appropriate form from the California Professional Growth Manual in triplicate and file it by June 1; one copy will remain with the teacher, one with the advisor and one in the teacher's professional growth file.