

**Tentative Agreement between the
Manhattan Beach Unified School District
And the
Manhattan Beach Unified Teachers Association
November 3, 2014
4:00pm**

PREAMBLE

This is an agreement made and entered into on this the third day of November 2014, effective July 1, 2014, ~~on the this first day of July 2012~~, between the Manhattan Beach Unified School District (hereinafter referred to as "District") and the Manhattan Beach Unified Teachers Association, an affiliate of South Bay United Teachers, California Teachers Association and the National Education Association (hereinafter referred to as "Association").

This Agreement shall remain in full force and effect up to and including June 30, 2014~~6~~, and from year to year thereafter. ~~No sooner than February 1, 2014, or February 1 of any successive year, and no later than May 1, 2014, or May 1 of any successive year, t~~ The party wishing to reopen the Agreement to modify or amend it shall submit in writing to the other party its request to do so, accompanied by its initial proposal(s). During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except by mutual consent with the exception that there shall be annual re-openers for salary, health and welfare benefits, and one additional article, per party per year, and other articles mutually agreed to by the parties, on notice by either party ~~no sooner than February 1, and no later than May 1~~, in any contract year. This Agreement supersedes all past practices, agreements, traditions and rules or regulations concerning the matters covered herein. Unless otherwise noted, all provisions of this Agreement become effective upon formal ratification of the Agreement by both parties.

ARTICLE 3: ASSOCIATION RIGHTS

3.4.3 The Manhattan Beach Unified Teachers Association president, if a secondary teacher, shall have the equivalent of one period per day release time for work of mutual benefit to the District and the Association. The MBUTA President shall receive district-paid release time from 20% of his/her assignment in order to carry out his/her official Association duties.

If the president is an elementary teacher, he/she may have the equivalent amount of release time (20%) which shall be taken in a manner that allows for replacement by a District-paid ~~in half-day increments so as to allow for replacement by a substitute teacher~~; on such occasions, the president shall use his/her best efforts to arrange for use of the same substitute to assure instructional continuity. ~~One half of the president's release time will be funded by the District and one half of the release time will be funded by South Bay United Teachers.~~

ARTICLE 4: GRIEVANCE PROCEDURES

4.4.3—Level III

4.4.3.1 ~~If not satisfied with the decision at Level II, the grievant may within ten (10) 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 thirty (30) days of the decision at Level II. Failure to meet the time limit shall constitute an automatic withdrawal of the grievance and the grievance shall be deemed resolved.

~~4.4.3.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall alternately strike a name from the panel below until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot. The panel members are:
Howard Block Joseph Gentile William Rule
Doug Collins Tom Roberts~~

4.4.3 Level III-Mediation

Mediation prior to arbitration shall be pursued if the grievant and/or the Association is/are not satisfied with the Superintendent or designee decision at Level II. A request for mediation must be submitted in writing to the District within ten (10) days of a written decision being rendered or should have been rendered at Level II.

Within ten (10) working days of requesting mediation, the Association shall request that a mutually agreeable mediator from the California State Mediation Service, or from any other dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

No later than 30 days following the request for mediation, the mediator shall meet with the grievant, the Association, and the Superintendent or designee for the purpose of resolving the grievance. The timeline may be extended by mutual agreement of the parties.

If an agreement is reached, the agreement shall be reduced to writing and shall be signed and shall constitute a settlement of the grievance.

4.4.4 Level IV-Arbitration

4.4.4.1 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator within ten (10) working days from the last meeting held with the mediator, the Association may at its sole discretion, proceed to arbitration. A grievant who wishes to have her or his matter heard by an arbitrator, may submit a request for arbitration to the Association within ten (10) working days of the last meeting held with the District and the mediator.

If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) working days after receipt of the request for arbitration, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall join in the request. Such request must be made within thirty (30) days of the decision at Level III. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance and the grievance shall be deemed resolved.

4.4.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request from the American Arbitration Association, a list of seven (7) names of qualified arbitrators. The District and the Association shall alternately strike names from the list, with the

order of striking being determined by lot. The last person whose name remains after the striking procedure shall be the arbitrator.

4.4.3.3 **4.4.4.3** The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. 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.

4.4.3.4 **4.4.4.4** 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.

4.4.3.5 **4.4.4.5** 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 Association 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 decision of the Arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute, except as provided by law.

4.4.3.6 **4.4.4.6** 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.

ARTICLE 5: SAFETY

5.2 Unit members will not be required to perform tasks that endanger their own health and safety or the health and safety of others. Unit members are encouraged to **report and resolve unsafe conditions with their immediate supervisor. If the issue is not resolved to the satisfaction of the unit member, the unit member shall** notify ~~their~~ **his/her** immediate supervisor in writing, **with a copy to the Assistant Superintendent, Administrative Services,** concerning conditions which, in ~~their~~ **his/her** opinion, would directly affect the physical welfare of ~~their~~ students and/or themselves. The supervisor, together with the ~~District Safety Officer~~ **Assistant Superintendent, Administrative Services or designee** will investigate any such reported conditions and advise the unit member(s) in writing of their findings and any corrective action which will be taken. ~~The administrative response shall be made as soon as possible. The~~ **Assistant Superintendent, Administrative Services or designee shall provide a status report to the unit member no later than five (5) working days from the date of notification by the unit member.**

ARTICLE 8—TRANSFERS AND REASSIGNMENTS

8.3.3.1 A Unit member shall not be involuntarily reassigned and/or transferred more than once within a two (2) year period.

ARTICLE 11: LEAVES

11.4.2 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 11.4.8 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 situations which require a unit member’s attention during work hours, subject to a test of reasonableness, with the exception that up to ~~three~~ **four** (34) days may be used annually without specific reason. Under no circumstances shall leave be available for purposes of extending a holiday or vacation period or for taking a holiday or vacation, for concerted activities as provided in Article 15, 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.

ARTICLE 12: SUMMER SCHOOL

12.4 ~~Effective upon ratification of this agreement, t~~The District shall pay teachers assigned to District summer school according to the hourly rate established in Article 7.9 ~~thirty dollars (\$30) per hour~~ for each hour (or portion thereof) assignment of on-site Duty Time. ~~The rate of pay for work described in this section shall be increased each year in accordance with any negotiated increase in the bargaining unit salary schedule.~~

ARTICLE 16: SALARY

Modifications to the Stipend table as attached.

16.1 ~~Effective July 1, 2013, increase the certificated salary schedule by five percent (5%).~~ **July 1, 2014, the certificated salary schedule shall be increased at steps 1-14 by three point five percent (3.5%). Steps 15-30 shall be increased by five percent (5%).**

APPENDIX C: CALENDAR

2015-16 and 2016-17 Calendars

MBUTA agrees to the District’s proposal to change the Mid-Winter Break in the 2015-16 calendar to be in line with the official President’s Day Holiday with no additional changes.

MBUTA agrees to the 2016-17 District-proposed calendar attached.

Both parties agree to review the calendars for accuracy, and if unintended errors are discovered later, to resolve those within 30 days via an MOU.

Subject to ratification by the MBUTA membership and the MBUSD Board of Trustees.

For MBUSD:



November 3, 2014
Date

For MBUTA:



11/3/14
Date

11/3/2014 Tentative Agreement

APPENDIX D

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
EXTRA DUTY STIPENDS**

EXTRA DUTY CATEGORY	JOBS INCLUDED	AMOUNT (MONTHLY)	AMOUNT (ANNUALLY)
Extra Duty I	HS Athletic Director HS ASB Director HS Educational Advisor	\$447.74 <u>466.50</u>	\$4,477 <u>\$4,665</u>
Extra Duty II	HS Band HS Drama HS Orchestra HS Choir	\$333.32 <u>347.30</u>	\$3,333 <u>\$3,473</u>
Extra Duty III	HS Drill HS PEP HS Department Chair MS Student Advisor HS Model UN HS Yearbook HS Journalism <u>HS Broadcast Journalism Advisor</u>	\$276.21 <u>287.80</u>	\$2,762 <u>\$2,878</u>
Extra Duty IV	HS Tall Flags HS Academic Decathlon MS Department Chair	\$219.01 <u>228.20</u>	\$2,190 <u>2,282</u>
Extra Duty V	HS Asst. Drama Coach HS Library HS Stage Tech. Director MS Choir MS Band/Orchestra MS ASB Director MS Athletic Director ELEM Grade Level Leads (6 <i>Total – 1 Per Grade Level</i>) ELEM SST Chair (5 Total – 1 per <i>school</i>) <u>MS Drama</u>	\$161.90 <u>168.70</u>	\$1,619 <u>\$1,687</u>
Extra Duty VI	AP Review Session Teacher <u>ELEM Student Council Director</u>	\$97.34 <u>101.40</u>	\$973 <u>\$1,014</u>
Extra Duty VII	MS Drama ELEM Student Council Director	\$48.70	\$487

COACHING CATEGORIES

EXTRA DUTY CATEGORY	AMOUNT
Head Coach I (1-6 years)	\$3,301.00 <u>\$3,440</u>
Head Coach III (7+ years)	\$3,866.00 <u>\$4,029</u>
Asst. Coach I (1-3 years)	\$2,168.00 <u>\$2,259</u>
Asst. Coach II (4-6 years)	\$2,735.00 <u>\$2,850</u>

Effective July 1, 2014

**JULY 2016 - JUNE 2017 Proposed 11-03-14
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

SCHOOL YEAR CALENDAR

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	M25	T26	27
28	29	30	31			

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	C28	C29	C30			

December 2016						
S	M	T	W	T	F	S
				C1	C2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

-  **Teacher Start Date**
-  **School Start Date**
-  **School End Date**
-  **Teacher End Date**
-  **Legal Holiday, Schools/Offices Closed**
-  **Non-Student, Non Teacher**
-  **Minimum Day**

Independence Day - July 4, 2016
 Labor Day - September 5, 2016
 Veteran's Day - November 11, 2016
 Thanksgiving Recess - Nov. 24-25, 2016
 Winter Recess - Dec. 26, 2016 - Jan. 6, 2017
 Martin Luther King Day - January 16, 2017
 Presidents' Holidays - February 20 & 24, 2017
 Spring Break - April 10 - 14, 2017
 Memorial Day - May 29, 2017
 1st Semester - 80 Days
 2nd Semester - 100 Days
 1st Semester Ends 12/23/2016

-  **Mandatory Staff Development**
August 25, 2016 - no students
-  **Minimum Day (K-5) Parent Conferences**
(November 28 - December 2, 2016)

Approved by:
 MBUTA: _____
 CSEA: _____
 Board of Trustees _____