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TIME: PM
Thursday September 13, 2012
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MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

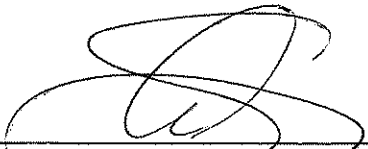
2012-2013 Contract Negotiations with MBUTA

TENTATIVE AGREEMENT

1. Article 16: Salary. A three percent (3.0%) salary schedule increase shall be applied to all cells on the 2011-12 certificated salary schedule, retroactive to July 1, 2012. The three percent (3.0%) increase shall be ongoing, based on the following:
 - A. If the 2013-14 funded per-student base revenue limit, as currently calculated, remains unchanged from \$5,443, or is reduced by no more than \$49.99 per ADA, the above salary increase will become ongoing effective July 1, 2013.
 - B. If the 2013-14 funded per-student base revenue limit, as currently calculated, decreases by \$50 per ADA, to between \$5,393.00 and \$5,343.01, the ongoing salary increase above will be reduced to 2%, effective July 1, 2013.
 - C. If the 2013-14 funded per-student base revenue limit, as currently calculated, decreases by \$100 per ADA, to between \$5,343.00 and \$5,293.01, the ongoing salary increase above will be reduced to 1%, effective July 1, 2013.
 - D. If the 2013-14 funded per-student base revenue limit, as currently calculated, decreases by \$150 per ADA, to \$5,293.00 or lower, the ongoing salary increase above will be reduced to 0%, effective July 1, 2013.

In the event the 2013-14 funded base revenue limit, as currently calculated, is not established by the start of the 2013-14 school year, salaries will be based on the 2012-13 salary schedule subject to adjustment per the above formula, upon establishment of the 2013-14 funded base revenue limit, as currently calculated.
2. The parties agree to retain current contract language on Article 17, Health and Welfare Benefits.
3. Article 9: Evaluation. Parties agree to continue in impasse mediation for implementation of a pilot certificated evaluation process for 2013-14.
4. Two year agreement.
5. Reopeners for 2013-14 shall include Salary (Article 16), Health and Welfare Benefits (Article 17), a maximum of one additional article identified by each party, Appendix C (school calendar for 2014-15), and the subject of elementary teacher preparation time.
6. Article 7: Hours and Assignments. Agreement on 7.3.9 and 7.9 extra-duty rate increased to \$38.00.

- 7. All tentative agreements move forward.
- 8. Subject to ratification by MBUTA membership and Board of Trustees.



FOR MBUTA Adam Geczi

9/6/12

DATE



FOR THE DISTRICT Rick Bagley

9-6-12

DATE

TIME: 3:30 p.m
DATE: April 30, 2012

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

2012-13 Contract Negotiations with MBUTA
TENTATIVE AGREEMENT

ARTICLE 11

LEAVES

11.16.3 Unit members returning from an unpaid leave of absence must notify the District Personnel Office no later than December 1 for the spring semester and ~~May~~April 30 for the fall semester whether or not they plan to return to the District for the following semester. Such notification applies only to unit members on unpaid leaves of absence for one (1) semester or longer. Unit members who are granted an unpaid leave of absence for less than the current semester shall have the right to be returned to the same assignment they held prior to the commencement of the leave, if possible. Unit members who are granted an unpaid leave of absence for one (1) semester or more shall have the right to be returned to their same position or a position similar to the one they held prior to the leave, if possible. "Position" means teacher, educational advisor, counselor, etc.

11.19 Jury Duty Leave

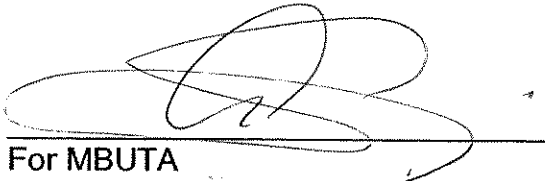
11.19.1 The mutual intention of the District and Association is that jury service be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction will not be adversely affected. An employee summoned to jury service in federal or state court shall notify his/her immediate administrator of that summons. At the employee's request, the District and the employee shall jointly seek deferral of the obligation so that it can be performed on the employee's non-work time. If the jury service unavoidably runs into the employee's work time, a paid leave shall be granted to the employee of up to 10 (ten) working days.


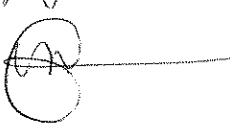

11.19.1.1 Unit members who elect to voluntarily defer their jury service to non-required service days (i.e.

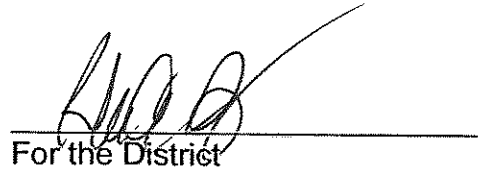
summer, winter, mid-winter or spring breaks) shall be compensated by an amount equal to the District's daily substitute teacher rate of pay for each day of served jury duty, up to a maximum of ten (10) days. To qualify for compensation, the unit member must provide written documentation to the District showing the original jury summons date and the actual date(s) of jury duty served.


11.19.2 In order to receive base salary during leave for jury duty during work-time, the unit member must take the following steps:

- A. Notify the principal or other supervising administrator.
- B. Obtain a form completed by an officer of the court to verify required appearance(s).
- C. Submit the completed form to the supervising administrator.
- D. Reimburse the District for any amount received for jury service, less mileage.
- E. Report back to school on any day that he/she is not required to be available for jury duty. Failure to do so may cause the unit member's salary to be reduced by that or those days.


For MBUTA


For the District

Carolyn Seaton
Jimmie Marwick
Kathryn A. Hall


TIME: 3:30 p.m.
DATE: April 30, 2012

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT


2012-13 Contract Negotiations with MBUTA
Tentative Agreement

ARTICLE 3

ASSOCIATION RIGHTS

- 3.1.2 Opportunity to address newly hired bargaining unit members at District orientation and school site meetings, and to announce building meetings of Association membership and matters under consideration at regularly scheduled faculty meetings.
- 3.8 Except in cases where it is believed that the immediate safety of students and adults on campus is at risk, the District shall, prior to any search of a bargaining unit member's personal property, notify the bargaining unit member of his/her right to Association representation prior to the commencement of any such search. The bargaining unit member must decline Association representation in writing. No search shall be commenced without the written approval of the bargaining unit member if the bargaining unit member declines Association representation. No search shall be commenced without the written approval of the bargaining unit member and the Association representative if such representation is accepted.
- 3.9 At the request of three (3) or more unit members at a school site, the principal will arrange a meeting within a reasonable period of time to discuss school-related concerns.


For MBUTA


For the District

Carolyn Seaton

Jim Marvath

Kathryn A. Hall




Gandray Moore