

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION  
2018-21 TENTATIVE AGREEMENT**

**PREAMBLE**

This is an agreement made and entered into on this the ~~twenty-sixth~~ **nineteenth** day of April, 2016~~9~~, effective July 1, 2015~~7~~, 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, 2017~~21~~, and from year to year thereafter. ~~Each~~ **The** party ~~may wishing to~~ re-open ~~one article in 2016-17, with the exception of Articles 6, 16, and 17~~ **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 following exception: for 2019-20 and 2020-21, either party may re-open negotiations on Article 17: Health and Welfare Benefits for the purposes of proposed plan design changes as recommended by the Health Benefits Committee, provided that such changes do not result in an increase to District's proportionate share of Health and Welfare premium contributions.**

This agreement supersedes all past practices, agreements, traditions and rules or regulations concerning the matters covered herein. Unless otherwise noted, all provision of this Agreement become effective upon formal ratification of the Agreement by both parties.

**ARTICLE 3: ASSOCIATION RIGHTS**

- 3.1. The Association through its designated Officers, professional staff and faculty representatives shall be entitled to the following privileges:
  - 3.1.1. Distribution of Association communications through the use of interoffice mail, intradistrict mail, school mail boxes, electronic mail, and bulletin boards. All such materials shall be clearly identified with the Association's name ~~and author's full name~~.
  - 3.1.1.1. 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 **site where unit members are assigned** in areas frequented by ~~teachers~~ **unit members**.
  - 3.1.1.2. The Association will not post or distribute information which is ~~knowingly~~ **it knows to be** false or defamatory. Such posting shall be

subject to immediate removal by management.

- 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.

**The District shall notify the Association of all new hires who are members of the bargaining unit within 10 workdays. The association shall be granted access to bargaining unit members during all District orientations for new unit member hires. Such access shall be no less than one half hour, subject to the terms contained in 3.4.1 herein. The Association may opt to meet with new hires at times outside of District orientations, but within the work day by prior written mutual agreement between the Assistant Superintendent, Human Resources, and the Association.**

- 3.1.5 **The Association may appoint a bargaining unit member to each District committee where the District intends teachers to be included.**

### 3.2. **District Information**

- 3.2.1 The District will ~~furnish~~ **make available online access to** the Association ~~one (1) copy of~~ current Board Policies and Administrative Regulations, and ~~will provide the Association with~~ materials reflecting any changes or amendments to such policies and regulations.

- 3.2.2 **The Association shall be granted release time for no fewer than three (3) unit members, when School Board meetings are held during the teacher workday.**

- 3.4.2 The District will provide the Association reasonable release time for the processing of grievances, ~~and for negotiations,~~ **and addressing new unit members subject to the terms contained in 3.4.1 above.**

### 3.7 **Representation Fee Association Membership**

#### 3.7.1. Employee Rights

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.

- 3.7.2. 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 3.7.7~~

below:

3.7.3. ~~Unit Members' Obligation to Exclusive Representation~~ A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 3.7.7 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.

3.7.4. ~~Definition of Representation Fee~~ The Representation fee collected from non-Association unit members pursuant to Section 3.7.3 above shall be limited to an amount equal to the Association's (MBUTA/CTA/NEA) annual dues for representing such unit members.

3.7.4.1. 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.

3.7.4.2. 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.

3.7.5. ~~Exceptions~~

Exceptions to Section 3.7.3 shall be as follows: 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. Any fraction of a month shall be counted as a full month. Part-time, nonexempt 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.

3.7.6. ~~Annual Verification of Representation Fee By Association~~

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 3.7.4 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 August 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.

### 3.7.7. ~~Employees Exempted From Obligation To Pay Association~~

~~No unit member shall be required to make an agency representation fee payment if the unit member is an actual verified member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting employee organizations.~~

~~3.7.7.1. 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) The United Way; (b) The Children's Hospital; (c) Manhattan Beach Education Foundation; or (d) Any charity jointly agreed upon by the District and the Association.~~

~~3.7.7.2. 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.~~

### 3.7.8. Payment Method

#### 3.7.3

~~Any unit **Association** members who are not exempted from payment under Section 3.7.7 above may annually pay annually the properly determined representation fee **dues** directly to the Association.~~

~~3.7.8.1. As an alternative to the direct payment method, **an unit Association** member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee **dues** as defined in Section 3.7.4 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions. Upon voluntary authorizations duly completed and executed, **the Association will direct** the District **will to** deduct from the pay of unit members and pay to the Association the normal and regular monthly representation fee **dues. The Association will provide the District with a copy of the member's signed authorization.**~~

~~3.7.8.2. In the event that a unit member who is not exempted from payment under Section 3.7.7 does not voluntarily sign and deliver to the District an authorization pursuant to section 3.7.3 or pay annually the representation fee directly to the Association pursuant to Section 3.7.8, 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.~~

~~3.7.9. The District is under no obligation to make payroll deductions for periods during~~  
**3.7.4** which an unit Association 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. Upon the rehiring of any unit Association member, or upon the recalling of an unit Association member from layoff status, the District will resume or initiate dues or ~~representation fee~~ deductions for such member only upon direction from the Association a valid dues/representation fee deduction authorization as defined herein. **The Association will provide the District with a copy of the member's signed authorization.**

~~3.7.10. Obligations of Parties~~

**3.7.5**

~~3.7.10.1. District's Obligations~~

**3.7.5.1**

~~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 3.7.7 of this Agreement, and to make payroll deductions pursuant to Section 3.7.8-13 of this Agreement. It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education Code Section 45061 for enforcing this Article.~~

~~3.7.10.2. Association Obligations~~

**3.7.5.2**

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

~~3.7.11. Hold Harmless Provision~~

**3.7.6**

~~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~~ Association membership and/or Association dues.

3.9 At the request of three (3) or more ~~unit~~ Association members at a school site, the principal will arrange a meeting within a reasonable period of time to discuss school-related concerns.

**3.9.1. Principal's Advisory Committee Meetings**

The principal will meet with the Association representatives at the site upon request to discuss school-related matters.

**3.9.2. Superintendent's Advisory Committee Meetings**

Quarterly, upon request of the Association, the Superintendent and/or his/her designee(s) shall meet with the Association President and up to 5 designated leaders of the Association to discuss matters of concern to unit members and the District.

**3.10 Employee Information**

**3.10.1. Unit Member Names.**

Subject to Government Code section 6254.3(c), the District shall provide the Association with names and addresses of all bargaining unit personnel hired on or before September 1 of each year no later than September 15 of each school year and of all bargaining unit personnel employed after September 1 of each year within ten (10) days of employment. After September 1, the ~~employer~~ District shall provide to the Association a complete list of all members of the bargaining unit upon request of the Association.

**ARTICLE 4 – GRIEVANCE PROCEDURE**

**4.2 General Principles**

**4.2.8 If both parties mutually agree in writing prior to the expiration of the timelines defined in this article, timelines may be waived at any level of the Grievance process.**

**ARTICLE 5: SAFETY AND WORKING CONDITIONS**

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 his/her immediate supervisor in writing, with a copy to the ~~Assistant~~ **Deputy** Superintendent, ~~Administrative Services~~, concerning conditions which, in his/her opinion, would directly

affect the physical welfare of students and/or themselves. The supervisor, together with the Assistant **Deputy** 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 Assistant **Deputy** 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.

5.6 Assault

5.6.3 Unit members who are assaulted **in the course of their duties** may file a report or complaint with the local police department. **Upon request, the District shall provide release time during the work day for this purpose.**

5.8 District and Site Safety Committees

5.8.1 **The District shall maintain a District Health and Safety Committee with no less than one (1) unit member representative from each school site, each of whom will attend all meetings of the District Health and Safety Committee, or provide an alternate.**

5.8.1.1 **The Association shall appoint one (1) unit member from each school site to the District Safety Committee. This appointee shall also serve on the School Safety Planning Committee for his/her school site.**

5.8.1.2 **The District Health and Safety Committee shall meet no less than quarterly to review and update the District Safety Plan and to review school site safety issues. The committee shall make periodic recommendations to the Superintendent.**

5.8.2 **Each school shall establish and maintain a School Safety Planning Committee per Board Policy 0450.**

5.8.2.1 **The Association appointee to the District Health and Safety Committee shall attend all meetings of the School Safety Planning Committee, or provide an alternate.**

5.8.2.2 **The School Safety Planning Committee shall review and make recommendations for updates to the site's School Safety Plan; and refer safety matters to the District Health and Safety Committee in accordance with Board Policy 0450.**

5.8.3 School Safety Plans

5.8.3.1 **The principal shall notify bargaining unit members who are written into the School Safety Plan.**

5.8.3.2 **A unit member may not be subjected to a safety assignment without her or his knowledge.**

5.8.3.3 **Should a unit member have a medical condition which might prevent him or her from being able to effectively carry out responsibilities outlined in the School Safety Plan, the unit member shall inform his or her supervisor and provide documentation of the specific medical**

restrictions in place, prior to the beginning of each school year or within 48 hours of the onset of such condition. The employee shall be offered reasonable accommodations pursuant to Administrative Regulation 4032.

5.8.3.4 The District shall provide each bargaining unit member with a copy of the procedural sections of the Critical Incident portion of the School Safety Plan within two weeks of the start of each school year or within one (1) month of being hired.

5.8.3.5 The District shall establish procedures to ensure that unit members have access to keys or codes to all locks they are responsible for opening or securing during critical incidents.

5.8.3.6 Training on the procedural sections of the Critical Incident portion of the School Safety Plan shall be provided to each bargaining unit member by October 1 of each school year. Bargaining unit members hired after October 1 shall be provided the same training within the first month of their hire date.

5.8.3.7 Per Board Policy 3516 and Government Code 3100, all school employees are considered disaster service workers and are subject to disaster service activities assigned to them.

## ARTICLE 6: CLASS SIZE

### 6.1 Grades K-5

The District shall maintain a **district-wide** class size average for K-5 classes of not more than 31 students.

**The District shall maintain a class-size of not more than 31 students per class for rostered self-contained TK-5<sup>th</sup> grade classes in which a teacher teaches multiple subjects including math and English-language arts. When any teacher's class size exceeds 31 students in grade 4 and 5, the District shall compensate each bargaining member \$400 for each additional student per year.**

### 6.2 Grades 6-12

**6.2.1.** The District shall staff the middle school and high school by providing 1 FTE bargaining unit member on campus for every 29 FTE students, taking into account all classroom teaching positions, including resource specialist (RSP), learning center, and special day class (SDC) teachers.

**6.2.2. An individual teacher's average class size shall be a maximum of 31 for courses taught in English, Foreign Language, Math, History/Social Studies, and Science. This average class size under 6.2.2 and the following subparagraphs will become effective after five consecutive weeks following the start of each semester/trimester or ten consecutive working days during the remainder of each semester.**



**6.2.2.1 Classes for which a stipend is listed in Appendix D shall be excluded from the provisions referenced in 6.3.2.**

**6.2.2.2 The class size average shall be calculated based on the total number of students taught during a single period, excluding teachers' assistants (e.g., if multiple levels of foreign language are taught in the same class period, all students at all levels shall be counted as a single "class" for purposes of calculating the class size average).**

- **When the enrollment of student(s) exceeds the class size average limit, but is not sufficient to reorganize classes in order to open an additional class or section, or where only one teacher within a school teaches classes that can accommodate the needs of the enrolling students (for reasons such as program offering, qualifications, specialized training/authorization, etc.), thereby preventing the opening of an additional class or section, the District may place students in such classes, and the receiving teacher shall receive an additional: \$400 per year, pro-rated by semester, if the teacher's average class size is higher than 31 but less than 32,**
- **\$800 per year, pro-rated by semester, if the teacher's average class size is 32 or higher but less than 33, and**
- **\$1,200 per year, pro-rated by semester, if the teacher's average class size is 33 or higher.**

**6.2.2.3 Teachers with a mixed assignment (courses taught in departments described in 6.2.2 and classes not in said departments) will have their class average calculated on the basis of those courses taught in departments listed in 6.2.2. Compensation mandated in 6.2.1.3 for said courses will be prorated based on the percentage of said courses that make up the instructor's assignment.**

## **ARTICLE 10: COMPLAINTS REGARDING UNIT MEMBERS**

~~10.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated solely upon uninvestigated complaints or information of a derogatory or critical nature which has been received by the District from pupils, parents, non-supervisory District employees, public agencies, and/or the public.~~

~~10.1.1 When calling a meeting with a teacher that may result in disciplinary action, the immediate supervisor will provide a general indication of the subject matter to be discussed.~~

**The following procedures shall be applied in addressing complaints against unit members, which if valid, may lead to disciplinary action. These procedures shall not apply in cases involving sexual harassment, discrimination, or matters involving criminal conduct.**

**Except where required by law, no negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated solely upon uninvestigated complaints, whether anonymous or signed.**

~~+0.2~~  
10.1.1

A **Notice of a** complaint against a unit member made to any administrator by a parent/guardian, community member, student, or non-administrative/non-supervisory employee of the District shall be reported in writing to the unit member within five (5) working days, following receipt of the complaint, if it is to be investigated further.

~~+0.3~~  
10.1.2

At the request of the unit member, the administrator shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, such refusal shall be a factor considered in judging the eventual credibility of the complaint.

~~+0.4~~  
10.1.3

Whether or not a meeting takes place, if the complaint has not been resolved, **the District shall request** the complaint shall be reduced to writing and signed by the complainant. If the complainant refuses to **reduce the complaint to writing and/or** sign the complaint, such refusal shall be a factor considered in judging the eventual credibility of the complaint.

~~+0.4.1~~ A written complaint must **The District shall request the**  
10.1.3.1 **complainant to** include the name of the unit member(s)

involved, if known, and a brief actual summary of the complaint, including approximate time(s), date(s), place(s) and names of any persons who might have information about the complaint.

~~+0.4.2~~ The administrator **The District or designee** shall investigate the

10.1.3.2 ~~written~~ complaint and, where appropriate, attempt to resolve it. The administrator shall reduce his/her findings to writing and provide a copy to the affected unit member(s). **The District shall provide the affected unit member(s) a report of the status of the investigation in writing every ten (10) working days during the course of the investigation. The findings of the investigation shall be reduced to writing and, unless otherwise protected by law, a copy shall be provided to the affected unit member(s) within 5 days of the conclusion of the investigation.**

10.1.3.3 **In the event that a unit member reasonably believes that an investigation or its resulting written findings is without merit or has questions about the complaint, the investigation process, or the findings that resulted, the unit member may address these concerns with the Superintendent or designee for review and possible further investigation.**

~~+0.5~~  
10.1.4

A written complaint filed against a unit member may be placed in his/her personnel file, attached to the administrator's findings, only after the procedures set forth in this article have been followed. In such event, the unit member shall be given an opportunity to review the complaint and prepare a rebuttal for attachment to the complaint. **The review and preparation of a response may take place during normal business hours, and the unit member shall, upon request, be provided with a half-day substitute without salary reduction.** In no event shall a complaint be placed in a personnel file without identification of the complainant. ~~If the unit member believes the complaint placed in the file is false, a grievance may be initiated~~

to determine the validity of such complaint and related administrator's findings.

~~10.6~~  
**10.1.5** Complaints which are **not investigated**, withdrawn or shown to be unsubstantiated in the course of an administrative investigation shall not be maintained in the unit member's personnel file nor utilized as part of any evaluation, assignment decision, disciplinary action, or dismissal action against the unit member.

~~10.7~~  
**10.1.6** All information or proceedings regarding any complaint **filed under this Article** shall be kept confidential by the site administrator and the District to the extent permitted by law.

~~10.8~~  
**10.1.7** **Unit members shall be notified in writing upon the conclusion of any investigation performed or caused to be performed by the District.**

## ARTICLE 11 – LEAVES

### 11.2 Sick Leave

11.2.1 ~~A~~ **Subject to 11.2.10 below, a full time** ten-month unit member **on an eleven (11) month payroll plan** is entitled to **eleven (11)** ~~ten (10)~~ days sick leave with full pay for each regular school year for absences caused by illness or disability **or other-permissible reasons stated in this article**. Employees employed on a regular basis shall accumulate one (1) day's leave of absence for illness or disability **or other permissible reason** for each month of employment, not to exceed twelve (12) days per year. Unit members who work less than full-time shall be entitled to that ~~portion~~ **percentage** of the ~~ten (10)~~ **eleven (11)** 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 **equal to the percentage of that unit member's FTE (Full Time Equivalent)**. A K-5 unit member who is absent for ~~one-half~~ **one-quarter** day or less, as defined in Article 7 herein, shall have deducted ~~one-half~~ **one-quarter** day from the accumulated leave, **if the K-5 unit member's regular teaching assignment can be supported for that length of time either by a pre-arranged substitute teacher or internally by other teaching staff at the school site. Teaching staff at the school site who provide this support shall be paid according to the terms of Article 7.3.9.** A 6-12 unit member who is absent for less than a full day, shall have the appropriate ~~number of periods~~ **percentage of a day** deducted from the accumulated leave, **if the 6-12 unit member's regular teaching assignment can be supported for that length of time either by a pre-arranged substitute teacher or internally by other teaching staff at the school site.**

11.2.2 Unit members on duty during summer school, **who are credited with eleven (11) days or fewer of sick leave in the school year immediately preceding a summer session** shall receive one (1) additional day of credited sick leave for each summer school session taught. For any summer session in which the unit member has perfect attendance, the unit member shall earn one additional day of sick leave. **Under no circumstances shall a unit member accrue more than 12 days sick leave in one twelve-month period.**

11.2.6 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 **employee's** illness or injury, or present a certificate signed by a ~~medical authority~~ **licensed health care provider**. If the illness or injury exceeds three (3) consecutive days, the District may require, at District's expense, a certified medical specialist to examine 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~~ **to determine whether the employee is medically unable to work**, 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.

**11.2.10 The eleven (11) days sick leave allocation described in section 11.2.1 above is based on the District's current eleven (11) pay periods. If circumstances arise such that the California State Teachers' Retirement System treats any sick leave accrual as "excessive sick leave" and the sick leave allocation thus becomes an additional cost liability to the District, the number of allowable sick days shall be reduced to the maximum amount not considered "excessive."**

### 11.3 Catastrophic Sick Leave Donation Plan

11.3.1 A catastrophic injury or illness shall be defined as any injury or illness which ~~for a period of not less than seventy (70) consecutive days~~, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity ~~for seventy (70) consecutive days~~, based upon competent medical evidence, **when that incapacity requires the employee to take time off from work for an extended period of time and when taking extended time off work creates a financial hardship for the employee**. Catastrophic injury or illness shall also include an illness or injury that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for **an extended period of time to care for that family member** ~~seventy consecutive days~~, and taking extended time off from work creates a financial hardship for the employee.

**11.3.2 All unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. To be eligible to receive leave from the Catastrophic Leave Bank, a unit member must contribute sick leave or vacation credit in an increment of at least one day on an annual basis. Contributions shall be made between July 1 and October 15 of each school year, unless other enrollment periods are needed (see Section 11.3.4). Unit members returning from extended leave which included the enrollment period and new unit members hired after the enrollment period will be permitted to contribute within 30 calendar days of beginning work. All sick and vacation leave**

credit donations made to the bank are irrevocable upon receipt by the Human Resources office.

**11.3.3 Unused hours shall roll over to the following school year. Should the Catastrophic Leave Bank hold 200 or more days at the start of the annual contribution period, no additional contributions shall be solicited. At the time that the Catastrophic Leave Bank grows to 200 days, any employee participating in the bank shall continue as a participating member until the balance drops below 200 days and a new contribution window opens, at which time unit member participation and eligibility shall continue as per Section 11.3.2. Employees not participating at the time that the bank grows to 200 days may elect to make a contribution as defined in 11.3.2. Such additional hours shall be held in reserve to supplement the Catastrophic Leave Bank when the balance drops below 200 days.**

**11.3.24** An employee who qualifies for catastrophic injury or illness leave may not draw upon the leave bank until exhaustion of all **current and accumulated** paid illness and injury leave including the payments provided by Section 11.2 above. Thereafter, any donated leave from the leave bank shall be paid concurrently with substitute-differential pay, provided that the total daily compensation paid to the donee employee shall not exceed the donee employee's daily rate of pay were he/she actively employed. No employee who qualifies for a donation of leave from the leave bank based on an injury or illness of his/her family **member** shall be authorized to receive substitute differential pay. **Ineligibility for substitute differential pay shall not prohibit a unit member from receiving catastrophic leave benefits.**

**11.3.35** The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this Section 11.3. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

**11.3.46** Unit members may request utilization of Catastrophic Leave by completing a Catastrophic Leave request form from the Human Resources Office. ~~The employee shall have exhausted all accrued paid leave. An employee may request Catastrophic Leave only once during a year.~~ Leaves, if granted, shall be for up to the balance of the current school year. Days currently accrued in the District Catastrophic Leave Bank shall first be exhausted for employees who are granted leave. Thereafter, unit members may donate a portion of their sick leave to another employee who has run out of accrued leave and who has a medical emergency. These donations may be made on an "as needed" basis. The District will notify unit members of an individual need by way of inter-office memorandum. **The Association and/or the District may request unit members donate to the Catastrophic Leave Bank.** Unit members desiring to donate such sick leave will notify Human Resources in writing as to the number of days, in full day increments, of sick leave they wish to donate. **Upon written request, the District shall provide the Association with the number of outstanding days in the Catastrophic Leave Bank.**

11.3.57 An employee who wishes to donate sick leave shall execute an authorization for the donation of the sick leave and an assignment of the leave to the leave bank.

11.3.68 An employee who has submitted a request to donate sick leave, and an employee who requests and receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation.

11.3.79 The District shall approve or disapprove each request for leave under this Section. No action taken by the District under this Section shall be subject to the grievance procedure of this Agreement. The District and the Association, however, agree to establish a catastrophic leave advisory review panel. The panel shall be composed of five (5) members, two of whom are appointed by the District and three (3) of whom are appointed by the Association. An employee dissatisfied with any action taken or decision made by the District, concerning the catastrophic leave plan herein provided, may submit a request to the panel to review such action or decision. No request for review shall be considered by the panel unless the request for review is submitted to the Human Resources Department not later than ten (10) days after the action or decision in question. The panel shall review timely matters which are submitted to it, without conducting a formal hearing. The panel shall prepare a written final decision regarding the matters submitted to it.

11.3.810 If any provision of this Section 11.3 is held to be unlawful, then this entire Section shall be null and void. **In such case, the parties agree to meet and negotiate over Section 11.3.** This Section supersedes any obligations of the parties under Education Code Section 44043.5.

~~11.3.9 This Section supersedes any obligations of the District under Education Code Section 44043.5~~

#### 11.4 Personal Necessity Leave

11.4.1 A unit member may use, at her/his election, unused sick leave for purposes of personal necessity as defined herein – provided that use of such personal necessity leave does not exceed ~~seven (7)~~ **eleven (11)** days in any school year. Summer school employees may use a maximum of one day (four hours) of accumulated sick leave during the summer school session for reasons of personal necessity.

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, **or (d) any reason deemed appropriate by the employee's supervisor.** ~~with the exception that up to four (4) days may be used annually without specific~~

~~reason.~~ **In general, the unit member shall not be required to provide the reason for personal necessity leave. A reason shall be required, and leave must be requested at least thirty days in advance from the Assistant Superintendent, Human Resources, if the leave is requested before or after a holiday or vacation period under Article 11.4.2 Sections (c) or (d) above. In addition, a reason shall be required for personal necessity leave taken before or after a holiday or vacation period under Article 11.4.2 Section (a) or (b) above, for all personal necessity leave taken under Article 11.4.2 Section (d) above, or upon reasonable belief of abuse of personal necessity leave. If a reason is required, the supervisor may require the unit member to provide reasonable documentation of the need for personal necessity leave.** Under no circumstances shall **personal necessity** 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 school hours.

~~11.4.2.1 — Under no circumstances shall personal necessity 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 school hours, unless used to chaperone an organized educational activity for (10) minors or more with pre-approval by the Principal.~~

#### 11.9 Maternity/Pregnancy Disability Leave

Disability caused by pregnancy, miscarriage, childbirth and/or recovery there from shall be treated as any other temporary medical disability.

#### 11.10 Leave Without Pay for Child Bearing Preparation and Child Rearing

##### **11.10.1 Paid Parental Leave for Child Bonding**

**11.10.1.1 Parental leave is separate and distinct from pregnancy-related disability leave and shall be in addition to pregnancy-disability leave. A unit member qualifying under the terms of this article may utilize Parental Leave not to exceed a total of twelve (12) work weeks for the purpose of child bonding pursuant to Education Code 44977.5.**

**11.10.1.2 Parental leave shall be defined as leave for the birth of a child of the unit member, or the placement of a child with a unit member for adoption, or foster care**

**11.10.1.3 Unit members shall be entitled to use all current and accumulated sick leave for child-bonding/parental leave, for a period of up to twelve (12) workweeks.**

**11.10.1.4 When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of child-bonding/parental leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as**

set forth in Section 11.2.3 above, but shall not count against the five (5) months of substitute differential leave. In order to use substitute differential pay, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

11.10.1.5 The District shall continue health coverage for the unit member on Parental Leave under this section as otherwise provided as if the unit member was not on leave.

11.10.1.6 A unit member shall not be entitled to more than one (1) twelve (12) work week period for parental leave in any twelve (12) month period, except as provided in Section 11.10.2.

11.10.1.7 A unit member shall have the right to continue health coverage at her or his own expense if granted an unpaid extension of leave by the District upon expiration of the twelve (12) work week period under the terms of section 11.10.2, below.

11.10.1.8 A unit member shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. A unit member shall give notice of intent to take parental leave under this section for the placement of a child for adoption or foster care as soon as such placement is known or thirty (30) calendar days in advance, whichever is less. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

11.10.1.9 The unit member may request and be granted unpaid child bearing preparation and child rearing leave under section 11.10.2. below or unpaid child bonding leave as authorized under the CFRA.

11.10.2 ~~Leave Without Pay~~ Unpaid Leave for Child Bearing Preparation and Child Rearing

11.10.2.1 Leave without pay or other benefits (except as required by law) may be granted to a unit member for preparation for child bearing and for child rearing.

11.10.2.2 The unit member shall request such leave as soon as practicable, but no less than thirty (30) 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 unit member wishes to begin and end the leave without pay.

11.10.2.3 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.

11.10.2.4 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. The District shall comply with applicable law in granting or



denying leaves for specific durations.

- 11.10.2.5 There shall not be a diminution of employment status while on leave for child bearing or child rearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken count toward credit for probationary unit members in earning tenure status.
- 11.10.2.6 If a unit member 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 unit member to a position as soon as practicable.
- 11.10.2.7 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, or as required by law.

#### 11.12 Legal Proceedings Leave

- 11.12.1 A unit member shall be entitled to as many days of leave as are necessary for appearances in legal proceeding(s) including: litigation where the unit member is a subpoenaed witness (and not the subpoenaing party); litigation where the unit member is a respondent to charges applying to duties performed within the scope of his/her employment in the District; and/or litigation where the unit member is a respondent with the District. The leave shall be paid if taken while in paid status. **If the unit member is required to appear in legal proceeding(s) during school recess periods, she or he shall be paid at the hourly rate established in Article 7.9. For legal proceedings other than those described above, the unit member may request paid leave or hourly pay by submitting such request to the Assistant Superintendent Human Resources.**

#### 11.14 Other Leaves Without Pay

- 11.14.2 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 May ~~30~~ **15** of the school year as to an intent to return to employment in the District as required by Section 44842 of the Education Code.

#### 11.16 Return to Duty Following Leave

- 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 ~~April 30~~ **May 15** 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. **If an employee is selected for jury service longer than ten (10) working days, he or she may request additional paid leave by submitting the details of the anticipated length of trial to the Assistant Superintendent, Human Resources.**

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. **If an employee is selected for jury service longer than ten (10) days during non-required service days, he or she may request additional paid leave by submitting the details of the anticipated length of trial to the Assistant Superintendent, Human Resources.** 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 **regular** 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.

#### 11.20 Job Share Leave

11.20.8 The salary and benefits, including sick leave, accorded a part-time unit member shall be a proportional amount of the salary and benefits which he/she would have earned as a full-time unit member. **One member of the job-share (the "grantor") may grant the job share partner (the "grantee") that full portion of health benefits received, provided the**

**grantor has health insurance from a non-district source. One job share pair shall not be granted more than 100% of the District's contribution towards one full-time employee's health insurance benefits, which may result in the grantee having to pay an increased premium amount during the course of the year, should the grantor experience a qualifying event and choose to enroll in the District's health insurance program.**

## ARTICLE 16: SALARY

**Effective July 1, 2018, the certificated salary schedule shall be increased by 1.5%.**

**Effective July 1, 2019, the certificated salary schedule shall be increased by 2.5%.**

**Effective July 1, 2020, compensation shall be enhanced by 1% contingent upon the following terms and conditions:**

- 1. If the District's 2019-20 revenues reported in the 2019-20 Unaudited Actuals Budget Report reflect an increase from the 2019-20 revenues projected in the 2018-19 Unaudited Actuals Budget Report, and that revenue increase is by \$350,000 or more in unrestricted, ongoing LCFF, Federal, State, and/or Local revenue, a 1% increase shall be applied to all bargaining unit salary schedules, effective July 1, 2020.**
- 2. If the District's 2019-20 ending fund balance reported in the 2019-20 Unaudited Actuals Budget Report reflects an increase from the 2019-20 ending fund balance projected in the 2018-19 Unaudited Actuals Budget Report, and that change is by \$350,000 or more, a 1 % increase shall be applied to all bargaining unit salary schedules, effective July 1, 2020.**
- 3. If there is an increase in 2019-20 revenues of \$350,000 or more as described above, and this increase is attributable to one-time sources, a 1% off-schedule payment shall be paid to each bargaining member based on current placement on the certificated salary schedule.**
- 4. The increases described in paragraphs 1-3 above are not intended to be cumulative; the maximum increase in compensation shall be a total of 1%.**

## CALENDAR

### **Calendars for 2019-20, 2020-21 & 2021-22 Attached**

Parties agree to collect data related to student workload during holiday periods, absenteeism patterns around holidays, and other input during the 2019-20 school year and to discuss potential changes to the 2021-22 calendar based upon a review of this data.