

TENTATIVE AGREEMENT

BETWEEN

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

AND

MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION

FEBRUARY 10, 2022

The Manhattan Beach Unified School District (“District”) and the Manhattan Beach Unified Teachers Association (“MBUTA”) have completed negotiations for 2021-22 and have agreed to maintain the provisions of the current certificated collective bargaining agreement except as provided in the attached Tentative Agreements.

MBUTA

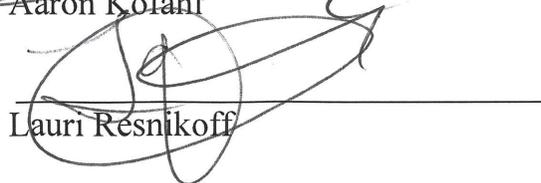

Shawn Chen


Stacey Cooke


Sandra Goins


Natalie Herringshaw

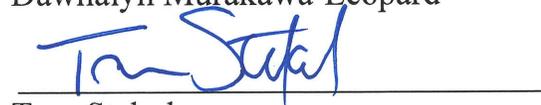

Aaron Kofahl


Lauri Resnikoff

MBUSD


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Dawnalyn Murakawa-Leopard


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PREAMBLE

This is an agreement made and entered into on this the ~~nineteenth~~ *10th* day of ~~February~~ *April*, ~~2019~~ *2022*, effective July 1, ~~2021~~ *2017*, 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, ~~2022~~ *2024*, and from year to year thereafter. 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 ~~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 provisions 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, *and*

virtual platforms. All such materials shall be clearly identified with the Association's 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 site where unit members are assigned in areas frequented by unit members.

3.1.1.2 The Association will not post or distribute information which 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.

3.1.3 Use of 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/her~~ *their* 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; or (c) when Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.

3.1.4 Access to unit members at their places of assignment, so long as such access does not interfere with the assigned duties of other unit members or disrupt the operation of the school site or other place of assignment.

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 make available online access to current Board Policies and Administrative Regulations, and 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.

3.3 Upon request, the District will furnish to the Association nonconfidential information relating to employer-employee relations, salaries, budget, District finance and other available and appropriate information that is of concern and/or interest to the Association in fulfilling its role as the exclusive bargaining agent. The Association shall have the right to obtain necessary information regarding unit members.

3.4 Release Time

3.4.1 For unit member use, the Association shall have up to a total of twenty- eight (28) days per year, scheduled with the agreement of the District (which shall not be arbitrarily denied), at no loss of pay to unit members, for conducting pertinent Association business at the discretion of the Association. The Association agrees to pay the actual substitute costs.

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

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~~ **their** assignment in order to carry out ~~his/her~~ **their** official Association duties. If the president is an elementary teacher, ~~he/she~~ **they** may have the equivalent amount of release time

(20%) which shall be taken in a manner that allows for replacement by a District-paid substitute teacher; on such occasions, the president shall use ~~his/her~~ *their* best efforts to arrange for use of the same substitute to assure instructional continuity.

3.5 Payroll Deductions

3.5.1 A unit member who is a member of the Association may sign and deliver to the District an authorization for the deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect until revoked by the unit member.

Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.5.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members and amounts withheld for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. Any changes in dues deduction or deductions for Association-related benefits shall be made only through the Association Office by written authorization.

3.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.7 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.

3.7.3 Payment Method

Association members may annually pay dues directly to the Association.

As an alternative to the direct payment method, an Association member may voluntarily sign a written assignment authorizing deduction of dues. Upon voluntary authorizations duly completed and executed, the Association will direct the District to deduct from the pay of members and pay to the Association the normal and regular monthly dues. The Association will provide the District with a copy of the member's signed authorization.

3.7.4 The District is under no obligation to make payroll deductions for periods during which an 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 Association member, or upon the recalling of an Association member from layoff status, the District will resume or initiate dues deductions for such member upon direction from the Association. The Association will provide the District with a copy of the member's signed authorization.

3.7.5 Obligations of Parties

3.7.5.1 District's Obligations

The District's sole and exclusive obligations under this Article are to make payroll deductions pursuant to Section 3.7.3 of this Agreement.

3.7.5.2 Association Obligations

The Association shall be responsible for ~~requiring~~ *encouraging* Association members to fulfill obligations defined herein and to collect any dues which may be due and payable to the Association.

3.7.6 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 Association membership and/or Association dues.

- 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~~ *their* 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 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~~ *their* 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 6254.39(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 District shall provide to the Association a complete list of all members of the bargaining unit upon request of the Association.

3.10.2 Other than a substitute situation, the District shall notify the Association of any circumstance when a non-bargaining unit member is hired to fill a bargaining unit member position.

3.10.3 The District shall provide written notice to the Association prior to any bargaining unit member being added to or removed from the 39-month rehire list.

ARTICLE 5: SAFETY AND WORKING CONDITIONS

- 5.1** The District shall use all reasonable efforts to provide safe working conditions for all unit members. The District and unit members shall monitor and correct unsafe conditions, when possible. The District and unit members will make conscientious efforts to reasonably inform and comply with relevant District safety practices and procedures.
- 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~~ **their** immediate supervisor in writing, with a copy to the ~~Deputy Superintendent~~ **District administrator overseeing Student Services**, concerning conditions which, in ~~his/her~~ **their** opinion, would directly affect the physical welfare of students and/or themselves. The supervisor, together with the ~~Deputy Superintendent~~ **District administrator overseeing Student 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 ~~Deputy Superintendent~~ **District administrator overseeing Student 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.
- 5.3** All accidents to unit members shall be reported immediately to the principal or ~~his/her~~ **their** designee. The principal shall review the cause and work for the elimination of said cause.
- 5.4** The District shall provide to unit members where reasonably possible those classroom and workroom materials and facilities reasonably necessary to perform their duties.

5.5 The District shall require unit members to have chest X-rays ***and/or and*** intradermal tests ***and/or to complete tuberculosis screening questionnaires as*** mandated by ***law California Education Code section 49406***. The District will pay the costs of such procedures when undertaken at District-approved or District-provided facilities.

5.6 Assault

5.6.1 The District shall inform the teacher of every student who has caused or who has attempted to cause serious bodily injury, based on written records maintained by the District or received from law enforcement agencies, as provided in Section 49079 of the Education Code. 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.

5.6.2 Unit members shall notify their principals immediately in all cases of assault suffered by them in connection with their employment. The principal shall investigate the assault, obtain information from all sources, and upon request, accompany the unit member in court appearances.

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.

5.6.4 Any unit member who has been the victim of a physical attack or the threat of a physical attack which can be reasonably carried out, shall, upon request, be relieved of all duty for the remainder of the day without loss of pay or leave time.

5.7 Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student ***as defined in California Education Code section 48910***.

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 *Health and* Safety Committee. This appointee shall also serve on the School Safety Planning Committee for ~~his/her~~ *their* 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 ~~his or her~~ *their* knowledge.

5.8.3.3 Should a unit member have a medical condition which might prevent ~~him or her~~ *them* from being able to effectively carry out responsibilities outlined in the School Safety Plan, the unit member shall inform ~~his or her~~ *their* 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.

5.9 Civil Interactions

The District shall include in its annual notification to employees a copy of Board Policy 1313 – Civility. Should a unit member feel that a member of the community is in violation of this Board Policy, they shall attempt to resolve the situation at the lowest possible level, first with the community member and, if necessary or desired, involving the site administrator. If such attempts are unsuccessful or require follow-up they shall notify their immediate supervisor in writing, with a copy to the Director of Student Services, providing relevant information about the alleged policy violation and attempted resolution. The supervisor, together with the Director of Student Services or designee, will review any such reported situation and advise the unit member(s) in writing of their findings and any responsive action which will be taken, to the extent permitted by law.

ARTICLE 7: HOURS AND ASSIGNMENTS

- 7.1 The length of the school year for students shall be determined by the District, in accordance with law, and shall be no less than 180 student days. This provision does not prevent the District from scheduling non-student days (days on which students do not attend school but which are counted as student attendance days for apportionment purposes), as permitted by the Education Code. The District may extend the school year for students to the extent such extension is funded by the State and the District pays unit members at their daily rate for any such extension. The work year for bargaining unit members shall be 183 work days except for the following: Psychologists 191 days; Educational Advisors and Counselors 193 days; Librarians 188 days; Speech and Language Pathologists 191 days.
- 7.2 The normal weekly teaching assignment for high school unit members on a six- period day will be 25 teaching periods and five preparation periods. The normal weekly teaching assignment for middle school unit members on a seven-period day will be 30 teaching periods and five preparation periods. Assignment to a supervised study period shall be considered a teaching period.
- 7.2.1 If a District pull-out program is provided in grades 1-5 (e.g., science lab, music, physical education) for all students in a class, and the program is taught by a credentialed teacher, the “homeroom” teacher will be released and allowed to use that pull-out time for classroom preparation. ~~For 2014–15 only, the District will provide all elementary 4th & 5th grade classroom teachers with an additional three (3) hours per month of preparation time.~~
- 7.3 Individual school sites may establish variable schedules subject to the following conditions:
- A. Such schedules must provide the annual instructional minutes and days required to meet SB813 requirements;
 - B. The schedule must be submitted jointly by the Association and the District for approval by a majority of school site bargaining unit certificated staff who participate in the approval (vote) process;
 - C. The schedule must be submitted to the site administrator for approval or

rejection in the site administrator's sole discretion;

- D. The schedule must be presented for review and consideration by the Superintendent or ~~his/her~~ **their** designee (with a fully-explained rationale for the proposed schedule variation) for approval or rejection in ~~his/her~~ **their** sole discretion;
 - E. The proposed schedule must be submitted for review to the Governing Board, which shall approve or reject the proposed schedule in its sole discretion;
 - F. Any approved schedule variation shall be valid for only one year, unless otherwise determined by the Governing Board, but shall be renewable in succeeding years on the same grounds outlined above.
 - G. *Before implementing any changes to testing, rally, assembly, or drill schedules the principal shall present the reasons for the changes to the Association's site representatives at the school site and invite input regarding such changes from those representatives. The annual count of instructional minutes after any such changes must continue to provide the annual instructional minutes and days required by SB813.***
- 7.3.1 The working day of unit members teaching summer school shall be four and one-half hours per day.
 - 7.3.2 The lunch shall be based on past practice (1993-94) and shall be duty-free, uninterrupted, and not less than 30 minutes.
 - 7.3.3 When consultations with parents are scheduled by the principal or ~~his/her~~ **their** designee they shall be scheduled during preparation periods or other mutually convenient times.
 - 7.3.4 Unit members may leave the school site during lunch breaks provided that the unit member notifies the appropriate person in the principal/designee's office. In addition, a unit member may leave the school site during ~~his/her~~ **their** preparation period on District business provided that the unit member notifies the appropriate person in the principal/designee's office.
 - 7.3.5 Unit members shall inform appropriate personnel according to the method established at each campus when they move a class from its assigned location.
 - 7.3.6 Duties assigned to unit members as a result of requirements of students with

exceptional needs shall be done in accordance with all Sections of this Article, except in cases of emergency.

7.3.7 Itinerant teachers shall work the same hours as regular teachers unless the itinerant teacher is a part-time teacher, or by mutual agreement has accepted a part-time assignment. Itinerant teachers shall be required to attend staff meetings at only one school and shall not be required to fulfill adjunct or extra duties at more than one school.

7.3.8 No unit member shall be required to work a split shift unless by mutual consent. For purposes of determination of a split shift the preparation period shall be considered a continuation of assignment.

7.3.9 ~~Effective July 1, 2019, a high school or a middle school~~ A unit member who teaches a class during ~~his/her~~ *their* preparation period as a substitute for a teacher who is absent from duty shall have the choice of (1) pay at the rate of ~~\$45.76~~ **\$46.90** per period, or (2) compensatory time, not to exceed fifteen (15) periods per year for high school or eighteen (18) periods per year for middle school unit members. Unit members must use compensatory time within ~~a twelve (12) month period~~ *the school year in which it is earned*. Compensatory time not used ~~within the 12-month period by the end of the school year~~ will be paid off at ~~\$45.76~~ **\$46.90** per period. 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.

7.3.9.1 Under no circumstances shall compensatory time 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 ten (10) minors or more.

7.3.9.2 All compensatory time must be pre-approved by the Principal.

7.4 Extra Duties

7.4.1 Unit members may be required to attend unpaid faculty, department, and grade

level meetings outside of their contractual workday, totaling no more than one hundred fifty (150) minutes per month.

7.4.2 It is recognized that the school has a responsibility to provide supervision or direction for student extracurricular duties.

7.4.3 Required Extra Duties/Activities

7.4.3.1 Required extra duties/activities are those which are mandatory and which have been granted written prior approval by the Superintendent or designee. Prior approval shall include the maximum number of hours to be worked and the anticipated outcome of that work.

7.4.3.2 Unit members who are required by the District as an extra duty outside of the contractual workday to attend district-wide curriculum development, professional development activities, or who are assigned to create and/or present instructional content to be implemented at a department, grade, site, or district level shall be paid at their daily rate prorated for the amount of actual time worked, up to the amount of time pre-approved by the District.

7.4.3.3 The District may assign unit members, on a reasonable and equitable basis, consistent with past practice, to supervise non-paid extracurricular activities that are not covered in the salary schedule in Appendix B. Extracurricular duties designated in Appendix D of this Agreement shall be paid according to the salary schedule determined in Appendix D.

7.4.4 Voluntary Extra Duties/ Activities

7.4.4.1 Unit members who volunteer to participate in approved professional development activities outside of the contractual workday, when their role, as determined by the District, is to receive and apply knowledge, or to participate on site or district committees shall be paid at the extra-duty rate of ~~\$45.76~~ **\$46.90 effective July 1, 2019**. 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.

7.4.4.2 When opportunities for voluntary participation in professional development activities or site or district committees are presented, the invitation shall clearly describe what type of work will be involved, what rate of pay will be used, and the anticipated outcome and end date.

7.5 Adjunct Duties

All certificated unit members are expected to participate in various adjunct duties each year. Adjunct duties are those which involve additional time outside the work day to improve the overall school experience of the students.

7.5.1 Unit members shall perform supervisory/student control tasks as assigned by the Principal or ~~his/her~~ **their** designee during emergencies. The Association agrees that the supervision of pupils entails pupil behavior control anywhere on the school campus or anywhere that the classroom exists as a function of field trips.

7.5.2 On days when unit members are required to ~~return for~~ **conduct** Open House and/or Back-to-School Night, the following day shall be a minimum instructional day ending no later than 12:45 PM. The remainder of that day shall be reserved for individual preparation.

7.5.3 All full-time middle and senior high school unit members shall be assigned a preparation period within each teacher's normal workday. The preparation period shall be the same length as a regular class period. Preparation periods for part-time teaching assignments will be prorated accordingly.

ARTICLE 16: SALARY

16.1 Effective July 1, ~~2021 2017~~, the certificated salary schedules shall be increased by ~~1%~~ **2.50%**. *For the 2021-22 school year, in compensation for work required to support in-person instruction, all MBUTA unit members shall receive a 2.50% off-schedule payment. This off-schedule payment shall be paid no later than August 1, 2022 and shall be calculated using the unit member's 2021-22 gross 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%.~~

16.2 Salary Placement Rules

16.2.1 Initial Placement

The District shall determine the initial placement of unit members on Salary Schedule A based upon the following:

- A. The District shall credit each year of teaching, counseling, psychologist or nurse service in schools (at least 75% of a full-time assignment) under an appropriate credential in a public or private (accredited) school, as if it had been served in the District, to a maximum of 14 years.
- B. A year's service credit shall be given only for a year in which the unit member actually worked no fewer than 75% of the days schools were in session for such year. Part-time experience shall not be credited for rating-in credit or advancement credit unless the total time served is equivalent to 75% or more of a full-time assignment.
- C. A unit of course work is defined as a "semester hour." "Semester Hour" means one semester hour of upper division or graduate level work from an accredited institution. Quarter units shall be prorated at the rate of ten (10) semester units – fifteen (15) quarter units. Credit for courses which are not taken at an accredited institution and/or which are not upper division or graduate level work may be given ONLY when advance approval of such courses and/or institutions is obtained from the unit member's

immediate supervisor and the Superintendent or his/her designee.

- D. For placements not described in the schedule, the Superintendent or designee will make recommendations to the Board. The Board reserves the right to fix the remuneration for placements not described in the schedule.
- E. The District shall provide rating-in or advancement credit for military service as required by law.

16.2.2 Vertical Progression

A unit member shall actually work or be on paid leave status for at least 75% of the duty days of the school year, in order to be entitled to one (1) step increase under the provisions of the salary schedule. Regular part-time service with the District, such that the product of the fraction of the full school year worked and the fraction of the full assignment worked during the year equals 75% or more, shall be entitled to one (1) step increase on the salary schedule. A unit member on paid leave who works a total of at least 75% of the duty days within two (2) consecutive school years shall be entitled to one (1) step increase under the provisions of the salary schedule. A clear valid credential authorizing service at the specified grade level or subject is required for advancement on the salary schedule.

16.2.2.1 Experienced Teacher Professional Incentive Plan

A maximum of five (5) professional growth incentives, at Steps 10 through 30 on the salary schedule, which incentives shall be \$375 per year 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 and Step 10 of Appendix B and, providing the most recent formal evaluation of overall performance is “meets or exceeds standards,” 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.

16.2.2.2 Horizontal Progression

- A. Units earned in preparation for advancement on the salary schedule from one column to another must be from an accredited college or university and must be of upper division or graduate level.
- B. All course units accepted for advancement on the salary schedule must have the prior approval of the District.
- C. Acceptance of units for advancement on the salary schedule shall

be based on the following guidelines:

- (1) Subjects are within the unit member's subject/grade area.
- (2) Subjects lead toward credential usable within the District.
- (3) Enrichment subjects relate to the unit member's assignment.
- (4) Subjects relate to areas for future personnel needs of the school. Credits will be given only for units that were successfully completed with at least a grade of "C" or "Pass."

- D. When a unit member furnishes evidence of his/her qualifications for column advancement on the salary schedule, his/her advancement shall be accomplished when the official data is submitted to the Human Resources Office thirty (30) days prior to the beginning of the next pay period. At the District's discretion, credits 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 hour. Not more than one (1) semester credit can be acquired in any one (1) weekend workshop/in-service.
- E. Units earned prior to the Bachelor's Degree cannot be used to advance from one column to another on the salary schedule.
- F. Units earned prior to the Master's Degree cannot be used to advance from one column to another after any column requiring a Master's Degree.
- G. H.** The District shall provide rating-in or advancement credit for military service as required by law.

16.3 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, insurance plans, and/or charitable donations.

16.4 At the authorization of the unit member, the District shall make direct deposits into designated accounts of all pay warrants.

16.5 Part-Time Unit Members

Part-time unit members shall receive a salary in proportion to their assigned teaching time. Part-time unit members shall perform a proportionate share of non-teaching duties, and shall attend all scheduled meetings at their school sites, provided they would have

been required to attend such meetings if full-time.

16.6 California Vocational Credential

16.6.1 Placement of unit members with California Vocational Credentials on the salary schedule applies only to those holding Vocational Credentials, and assigned to teach vocational subjects requiring these credentials.

16.6.2 A unit member with a California Vocational Credential shall be placed on the schedule as follows:

- A. A California Vocational Credential shall entitle the unit member to placement in Column I. (AB and valid credential)
- B. A California Life Vocational Credential (8.0, 8.1, Class A or Class B) shall entitle the unit member who has a total of seven (7) years of training and experience in the field to placement on Column III, providing the major portion of his/her teaching assignment at the time of qualification is under a California Vocational Credential. This credential is recognized as the equivalent of (AB + 30 SH) and movement beyond Column III will be accomplished by acquisition of units as required by the salary schedule.

16.6.3 Unit members with California Vocational Credentials may receive credit for verified acceptable work experience which was performed prior to entering the District. One year of verifiable, acceptable experience in the business or professional world will be considered equivalent to one school year in the classroom. This experience must be directly related to the subject which the unit member is employed to teach, and will advance the unit member on the salary schedule on the same basis as prior teaching experience. Work experience which was used to receive the credential shall not be counted to advance the unit member on the schedule.

16.7 Extra Duty Assignments Stipends

Extra Duty Stipends shall be paid in accordance with Appendix D. These stipends represent payment for all duties performed beyond classroom instructional time. This stipend schedule shall be increased by any overall percentage increase to the salary schedule.

16.8 Itinerant unit members, that is those unit members who are assigned to more than one site per day on a regular basis, shall receive a stipend of \$500 per semester (apportioned if less than full-time).

16.9 Mileage Reimbursement

The District will reimburse unit members for required use of a personal automobile during the work day at the IRS rate.

16.10 Mira Costa teachers have a base assignment of five class periods per day. Manhattan

Beach Middle School teachers have a base assignment of six class periods per day. The District will compensate unit members an additional 20% at Mira Costa and ~~16.67%~~ **20%** at Manhattan Beach Middle School for an additional classroom teaching assignment, the sum to be annualized based upon the portion of the year the additional assignment is required.

APPENDIX C

JULY 2022 - JUNE 2023 MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

July 2022						
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 2022						
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	M22	T23	S24	25	26	27
28	29	30	31			

September 2022						
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 2022						
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 2022						
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			

December 2022						
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

SCHOOL YEAR CALENDAR
180 days

	Teacher Start Date
	School Start Date
	School End Date
	Teacher End Date
	Legal Holiday, School/Offices Closed
	Non-Student, Non Teacher
	Mandatory Staff Development (August 22, 2022 - no students)

- Independence Day - July 4, 2022
- Labor Day - September 5, 2022
- Local Holiday - September 26, 2022
- Local Holiday - October 5, 2022
- Veteran's Day - November 11, 2022
- Thanksgiving Recess - Nov. 21-25, 2022
- Winter Recess - Dec. 23, 2022 - Jan. 6, 2023
- Martin Luther King Day - January 16, 2023
- Mid-winter Break - Feb. 20-24, 2023
- Spring Break - April 3 - 7, 2023
- Memorial Day - May 29, 2023

January 2023						
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 2023						
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 2023						
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 2023						
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 2023						
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 2023						
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	

Approved by:
MBUTA: _____
Board of Trustees _____

APPENDIX D

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

EXTRA DUTY CATEGORY	JOBS INCLUDED	AMOUNT (MONTHLY FOR 10 MONTHS)	AMOUNT (ANNUALLY)
Extra Duty I	HS ASB Director HS Athletic Director HS Educational Advisor	\$525.19 \$538.32	\$5,251.90 \$5,383.20
Extra Duty II	HS Band HS Choir HS Drama HS Orchestra	\$390.98 \$400.75	\$3,909.80 \$4,007.50
Extra Duty III	HS Broadcast Journalism Advisor HS Department Chair HS Drill HS Journalism <i>HS Link Crew Advisor</i> HS Model UN HS PEP HS Yearbook MS Student Advisor <i>MS Department Chair</i>	\$323.98 \$332.08	\$3,239.80 \$3,320.80
Extra Duty IV	HS Academic Decathlon HS Tall Flags <i>ELEM SST Chair</i> <i>(5 Total – 1 per school)</i> <i>ELEM Grade Level Leads</i> <i>(6 Total – 1 per Grade Level)</i> MS Department Chair	\$256.89 \$263.31	\$2,568.90 \$2,633.10
Extra Duty V	HS Asst. Drama Coach HS Library HS Stage Tech. Director MS ASB Director MS Athletic Director MS Band/Orchestra MS Choir MS Drama ELEM SST Chair (5 Total – 1 per school) ELEM Grade Level Leads (6 Total – 1 per Grade Level)	\$189.91 \$194.66	\$1,899.10 \$1,946.60
Extra Duty VI	AP Review Session Teacher ELEM Student Council Director	\$114.20 \$117.06	\$1,142.00 \$1,170.60

COACHING CATEGORIES STIPENDS

EXTRA-DUTY CATEGORY	AMOUNT
Head Coach I (1-6 years)	\$3,872 \$3,969
Head Coach I (7+ years)	\$4,535 \$4,648
Asst. Coach I (1-3 years)	\$2,542 \$2,606
Asst. Coach II (4-6 years 4+ years)	\$3,208 \$3,288

2.5% increase as of 7/1/21
 2.5% increase as of 7/1/19, ~~AM~~
 1.5% increase as of 7/1/18, ~~AM~~
 1% increase as of 7/1/17, ~~AM~~
 3% increase as of 1/1/17, ~~MV~~
 4% increase as of 7/1/15, ~~MV~~
 Revised 6/4/14, 5% increase as of 7/1/13, ~~M.Ford~~