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

PREAMBLE

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

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

ARTICLE 3: ASSOCIATION RIGHTS

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

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

ARTICLE 4: GRIEVANCE PROCEDURES

4.4.3 Level III

4.4.3.1 If not satisfied with the decision at Level II, the grievant may within ten (10) days submit a request in writing to the Association for a hearing of the dispute before an arbitrator. If the Association so agrees, the Association will notify the District of its
desire to arbitrate the issue. Such request must be made within thirty (30) days of the
decision at Level II. Failure to meet the time limit shall constitute an automatic
withdrawal of the grievance and the grievance shall be deemed resolved.

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

4.4.3 Level III-Mediation

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

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

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

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

4.4.4 Level IV-Arbitration

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

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

4.4.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no
agreement can be reached, the parties shall request from the American
Arbitration Association, a list of seven (7) names of qualified arbitrators. The
District and the Association shall alternately strike names from the list, with the
order of striking being determined by lot. The last person whose name remains after the striking procedure shall be the arbitrator.

4.4.3.3 The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. If either party raises an issue of arbitrability, such party raising the issue may request, by written notice to the other party 48 hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.

4.4.4.4 After a hearing and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit in writing to all parties copies of the award.

4.4.5 The District and the Association agree that the jurisdiction and authority of the Arbitrator so selected and the opinions he/she expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the Association to do an act prohibited by law, or in violation of this Agreement or that involves the exercise of discretion by the District under the provisions of this Agreement or applicable law. The decision of the Arbitrator, within the limits prescribed, shall be final and binding upon the parties to the dispute, except as provided by law.

4.4.6 The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same.

ARTICLE 5: SAFETY

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

ARTICLE 8—TRANSFERS AND REASSIGNMENTS

8.3.3.1 A Unit member shall not be involuntarily reassigned and/or transferred more than once within a two (2) year period.
ARTICLE 11: LEAVES

11.4.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member’s immediate family, as defined in Section 11.4.8 herein; (b) an accident which is unforeseen involving the unit member’s person or property, or the person or property of a unit member’s immediate family; or (c) other situations which require a unit member’s attention during work hours, subject to a test of reasonableness, with the exception that up to three four (34) days may be used annually without specific reason. Under no circumstances shall leave be available for purposes of extending a holiday or vacation period or for taking a holiday or vacation, for concerted activities as provided in Article 15, or for use as recreational activity; or for matters of personal convenience which can reasonably be taken care of before or after the school hours.

ARTICLE 12: SUMMER SCHOOL

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

ARTICLE 16: SALARY

Modifications to the Stipend table as attached.

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

APPENDIX C: CALENDAR

2015-16 and 2016-17 Calendars

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

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

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

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

For MBUSD:  

[Signature]

Date: November 3, 2014

For MBUTA:  

[Signature]

Date: 11/3/14
## Extra Duty Stipends

### Extra Duty I
- HS Athletic Director
- HS ASB Director
- HS Educational Advisor
- Monthly: $447.74
- Annually: $4,477

### Extra Duty II
- HS Band
- HS Drama
- HS Orchestra
- Monthly: $333.33
- Annually: $3,333

### Extra Duty III
- HS Drill
- HS PEP
- HS Department Chair
- MS Student Advisor
- Monthly: $276.21
- Annually: $2,762

### Extra Duty IV
- HS Tall Flags
- HS Academic Decathlon
- MS Department Chair
- Monthly: $219.01
- Annually: $2,190

### Extra Duty V
- HS Asst. Drama Coach
- HS Library
- HS Stage Tech. Director
- MS Choir
- Monthly: $161.90
- Annually: $1,619

### Extra Duty VI
- AP Review Session Teacher
- ELEM Student Council Director
- Monthly: $97.34
- Annually: $973

### Extra Duty VII
- MS Drama
- ELEM Student Council Director
- Monthly: $48.70
- Annually: $487

## Coaching Categories

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<tr>
<th>Extra Duty Category</th>
<th>AMOUNT</th>
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<tr>
<td>Head Coach I (1-6 years)</td>
<td>$3,301.00</td>
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<td>$3,440</td>
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<td>Head Coach III (7+ years)</td>
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<td>Asst. Coach II (4-6 years)</td>
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<td>$2,850</td>
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Effective July 1, 2014
### School Year Calendar

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<th>January 2017</th>
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<td><strong>Teacher Start Date</strong>&lt;br&gt;<strong>School Start Date</strong>&lt;br&gt;<strong>School End Date</strong>&lt;br&gt;<strong>Teacher End Date</strong>&lt;br&gt;<strong>Legal Holiday, Schools/Offices Closed</strong>&lt;br&gt;<strong>Non-Student, Non Teacher</strong>&lt;br&gt;<strong>Minimum Day</strong>&lt;br&gt;<strong>Independence Day - July 4, 2016</strong>&lt;br&gt;<strong>Labor Day - September 5, 2016</strong>&lt;br&gt;<strong>Veteran's Day - November 11, 2016</strong>&lt;br&gt;<strong>Thanksgiving Recess - Nov. 24-25, 2016</strong>&lt;br&gt;<strong>Winter Recess - Dec. 26, 2016 - Jan. 6, 2017</strong>&lt;br&gt;<strong>Martin Luther King Day - January 16, 2017</strong>&lt;br&gt;<strong>Presidents' Holidays - February 20 &amp; 24, 2017</strong>&lt;br&gt;<strong>Spring Break - April 10 - 14, 2017</strong>&lt;br&gt;<strong>Memorial Day - May 29, 2017</strong>&lt;br&gt;<strong>1st Semester - 80 Days</strong>&lt;br&gt;<strong>2nd Semester - 100 Days</strong>&lt;br&gt;<strong>1st Semester Ends 12/23/2016</strong>&lt;br&gt;</td>
<td><strong>S M T W T F S</strong>&lt;br&gt;1</td>
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### October 2016 | April 2017 |
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<td><strong>M Mandatory Staff Development</strong>&lt;br&gt;<strong>August 25, 2016 - no students</strong>&lt;br&gt;<strong>C Minimum Day (K-5)</strong>&lt;br&gt;<strong>Parent Conferences</strong>&lt;br&gt;(November 28 - December 2, 2016)</td>
<td><strong>S M T W T F S</strong>&lt;br&gt;1</td>
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### November 2016 | May 2017 |
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### December 2016 | June 2017 |
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Approved by:<br>MBUTA:__________<br>CSEA:__________<br>Board of Trustees__________