

M A S T E R C O N T R A C T

Between

Manhattan Beach Unified School District

And

Manhattan Beach Unified Teachers Association

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

SECTION	TITLE	PAGE NUMBER
PREAMBLE		2
ARTICLE 1	RECOGNITION	3
ARTICLE 2	DISTRICT RETAINED RIGHTS	5
ARTICLE 3	ASSOCIATION RIGHTS	7
ARTICLE 4	GRIEVANCE PROCEDURE	13
ARTICLE 5	SAFETY AND WORKING CONDITIONS	18
ARTICLE 6	CLASS SIZE	22
ARTICLE 7	HOURS AND ASSIGNMENTS	24
ARTICLE 8	TRANSFERS AND REASSIGNMENTS	30
ARTICLE 9	EVALUATION PROCEDURES	35
ARTICLE 10	COMPLAINTS REGARDING UNIT MEMBERS	42
ARTICLE 11	LEAVES	45
ARTICLE 12	SUMMER SCHOOL	74
ARTICLE 13	ANTI-DISCRIMINATION POLICY	75
ARTICLE 14	PERSONNEL FILES	76
ARTICLE 15	NO CONCERTED ACTIVITIES	77
ARTICLE 16	SALARY	78
ARTICLE 17	HEALTH AND WELFARE BENEFITS	84
ARTICLE 18	SAVINGS	86
ARTICLE 19	NOTICES	87

TITLE	LOCATION
Evaluation Forms	Appendix A
Salary Schedule	Appendix B
School Calendars	Appendix C
Extra Duty Stipends	Appendix D

PREAMBLE

This is a successor agreement negotiated between the Manhattan Beach Unified School District and the Manhattan Beach Unified Teachers Association, an affiliate of South Bay United Teachers, the California Teachers Association, and the National Education Association. This agreement is effective July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025, and from year-to-year thereafter unless modified by the parties as hereafter provided.

The parties may reopen this agreement every year of the agreement after January 10 to negotiate salary, benefits, and up to three additional articles per party. Additional articles and subjects may be negotiated as mutually agreed to by the parties. 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 the articles it wishes to open.

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 1: RECOGNITION

- 1.1 Exclusive Bargaining Agent
- 1.1.1 The Board of Trustees of the District recognizes the Association as the sole and exclusive bargaining agent and representative for the unit of certificated unit members defined forthwith in this Article.
- 1.1.2 The unit shall include all temporary, probationary, or permanent non-administrative certificated unit members, including classroom teachers; program specialists; resource teachers; home teachers; librarians; psychologists; counselors; speech; inclusion specialists; teachers on special assignment; Elementary Support Specialists; student advisors; and nurses. The unit shall also include all regular temporary, probationary and permanent unit members who teach summer school.
- 1.1.3 The unit shall exclude all other positions not specifically enumerated above, including but not limited to: all casual employees; all classified employees; all management employees; all adult school employees who are not regular unit members; all Extended Day Program employees; all daily and long-term substitute teachers and all confidential employees.
- 1.1.4 The unit inclusions of Section 1.1.2 are specifically worded to include only those summer school teachers who are also employed by the District as permanent or probationary teachers, full or part time, or as certificated pupil-service personnel. The unit exclusions of Section 1.1.3 specifically exclude adult school teachers who are not otherwise employed by the District in a certificated position as defined by Section 1.1.2 of this Article.
- 1.2 The Association, in turn, recognizes the Board of Trustees of the District as the duly elected representative of the people and agrees to negotiate exclusively with this Board or its designated agents through the provisions of Government Code Sections 3540-3549. The Association further agrees that it, its members, and agents shall not attempt to negotiate privately or individually with any Board member.
- 1.3 New certificated classifications created by the District and/or positions added to the designated classes of this Article shall be subject to negotiations between the District

and the Association for inclusion in the bargaining unit. Disputed interpretations shall be subject to resolution through PERB and not subjected to the grievance procedure contained in this Agreement.

ARTICLE 2: DISTRICT RETAINED RIGHTS

- 2.1 All matters not covered under this Agreement or within the scope of consultation in Government Code 3543.2 are reserved to the District including, but not limited to:
- 2.1.1 The financial structure of the District, including sources of income, taxes and debt, investment policies, fiscal and budget control policies and procedures, budgetary allocations, and expenditures apart from those expressly allocated to fund the wages, benefits, or other obligations of this Agreement.
 - 2.1.2 The acquisition, disposition, and utilization of all District properties.
 - 2.1.3 All services to be rendered to the public excluding teachers' services as provided for elsewhere in this Agreement but including personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services, the lawful subcontracting of services to be rendered, and functions to be performed.
 - 2.1.4 The utilization of personnel not covered by this Agreement, including substitutes, provisional personnel, consultants, instructional aides, classified employees, confidential employees, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.
 - 2.1.5 The selection, classification, direction, promotion, demotion, and termination of all personnel of the District except as set forth in this Agreement.
 - 2.1.6 The dates, times, and hours of operation of District facilities and activities.
 - 2.1.7 The safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment.
 - 2.1.8 The rules, regulations, and policies for students and the public, and the educational policies, goals, and objectives of the District.
- 2.2 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.
- 2.3 The failure of the District to exercise any right reserved to it shall not be deemed a

waiver of such rights.

- 2.4 It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article 4, unless the grievance in question is an allegation that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to arbitration.

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, 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 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 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 their assignment in order to carry out their official Association duties. If the president is an elementary teacher, 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 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 Obligations

The District's sole and exclusive obligation under this Article is 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 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 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 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 6254.3(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 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 4: GRIEVANCE PROCEDURE

4.1 Definition of Terms

- 4.1.1 Grievance - A grievance is a written statement by a unit member or the Association alleging that the District has violated a specific Section of this Agreement and requesting a specific remedy. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure. The sole and exclusive remedy for a violation of any provision of this Agreement is to file a grievance pursuant to the terms set forth herein and to follow the procedures set forth in this article.
- 4.1.2 Day - “Day” is a working day of the unit member, or, at the request of the unit member, “day” is a day when the District office is open for business. Either party may postpone the processing of a grievance for the duration of a vacation period.
- 4.1.3 Immediate Supervisor - The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

4.2 General Principles

- 4.2.1 All unit members have the right to file grievances in good faith without fear of prejudice or reprisal.
- 4.2.2 It is in the best interest of all concerned that all grievances be resolved as quickly as possible in an orderly process, and at a level as close to the focus of the grievance as is practical.
- 4.2.3 All grievances shall be in writing and shall be initiated on the District Grievance Form. The District shall make such form available at all school sites and the District Office.
- 4.2.4 The District shall maintain grievance files separate from personnel files.
- 4.2.5 If the same complaint or substantially the same complaint is made by more than one unit member, only one unit member on behalf of themselves and the other grievants may process the complaint through the grievance procedure. Names of all aggrieved parties shall appear on any documents related to the

settlement of the grievance.

- 4.2.6 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement – provided that the District shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant and concurrence of the Association, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.
- 4.2.7 If the grievant is not represented at levels 1, 2, and 3 by the Association or its representative, the Association shall have the right to state its views at all stages of the grievance procedure, and to be present at any hearing before the Governing Board.
- 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.

4.3 Pre-Grievance Conference

Before filing a formal written grievance, the grievant may attempt to resolve it by pre-grievance conference with the grievant's immediate supervisor. Said conference shall be requested within ten (10) days of the occurrence of the act or omission giving rise to the grievance or of the date when the grievant could reasonably be expected to have known of the act or omission giving rise to the grievance.

4.4 Formal Level – Steps in Grievance Procedure

4.4.1 Level I

Within thirty (30) days of when the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing, on the District Grievance Form, to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the provision(s) of the Agreement involved, and the specific remedy sought. The supervisor shall communicate a written decision to the unit

member and the Association within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance is automatically moved to the next level.

4.4.2 Level II

4.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may (within ten (10) days) appeal the decision, on the District Grievance Form, to the Superintendent or designee. Failure to meet the time limit shall constitute an automatic withdrawal of the grievance and the grievance shall be deemed resolved.

4.4.2.2 The Superintendent or designee shall communicate a written decision to the grievant and the Association within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievance is automatically moved to the next level.

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 their 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.

If the Association wishes to proceed to 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.

4.4.4.3 The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. If either party raises an issue of arbitrability, such party raising the issue may request, by written notice to the other party 48 hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon

agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.

- 4.4.4.4 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.
- 4.4.4.5 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.
- 4.4.4.6 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 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 and/or unsecure 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 and/or unsecured 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 Superintendent or designee. The Superintendent or designee will respond to the unit member within five (5) working days with their initial assessment of the situation and an indication of any corrective action to be taken concerning conditions which, in their opinion, would directly affect the physical welfare of students, themselves and/or others. Should an investigation be warranted, the Superintendent or designee shall provide a status report to the unit member no later than five (5) working days from the date of initiating the investigation.
- 5.3 All accidents to unit members shall be reported immediately to the principal or 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 intradermal tests and/or to complete tuberculosis screening questionnaires as mandated by 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 Health and Safety Committees

5.8.1 The District shall maintain a District Health and Safety Committee with no fewer 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 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 their knowledge.
 - 5.8.3.3 Should a unit member have a medical condition which might prevent them from being able to effectively carry out responsibilities outlined in the School Safety Plan, the unit member shall inform 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 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-5th 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 \$500 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 sub-paragraphs 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.

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

6.2.2.1 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).

6.2.2.2 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:

- \$500 per year, pro-rated by semester, if the teacher's average class size is higher than 31 but less than 32,
- \$1000 per year, pro-rated by semester, if the teacher's average class size is 32 or higher but less than 33, and
- \$1,500 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.

6.3 The District shall take all reasonable steps to ensure an adequate number of work stations and/or adequate work space for the safe conduct of instruction of the number of students assigned to each particular class.

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. If the "pull-out program" is offered and its credentialed teacher outlined above is absent or not able to provide stated release time, the "homeroom teacher" will stay with the assigned class and shall have the choice of (1) pay at the rate of \$49.71 per hour on a prorated basis for the time the "pull-out program" is scheduled, or (2) compensatory time, not to exceed twenty-one (21) hours per year for elementary unit members. Unit members must use compensatory time within the school year in which it is earned. Compensatory time not used by the end of the school year will be paid off at the extra duty rate of \$49. 71 per hour. 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 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 SB 813 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 their designee (with a fully-explained rationale for the proposed schedule variation) for approval or rejection in 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 SB 813.

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 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 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 A unit member who teaches a secondary class during 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 \$49.71 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 the school year in which it is earned. Compensatory time not used by the end of the school year will be paid off at \$49.71 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.

7.3.10 A unit member who is assigned for the entire day to teach elementary students who have been dispersed from the classroom of a roster-carrying TK-5 teacher for whom a substitute teacher has not been secured shall be compensated a rate of \$135 for that day. Per past practice, dispersed classes shall be distributed evenly to no fewer than two unit members.

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 activities.

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 \$49.71. 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 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 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 8: TRANSFERS AND REASSIGNMENTS

8.1 A “transfer” refers to the movement of a unit member from one work site to another. A “reassignment” is a change from primary grades (TK-3) to upper grades (4-5) or vice versa, from one middle or high school department to another department in which the unit member is not then assigned at that time, or from one job classification to another (such as teacher to counselor). Initial assignments are within the District’s sole discretion. A transfer or reassignment may be unit member initiated (“voluntary”) or District initiated (“involuntary”). Involuntary transfers and reassignments shall be accomplished at the discretion of the District as set forth in this Article.

8.2 Voluntary Transfers and Reassignments

8.2.1 Posting of Vacancies

A “vacancy” is any certificated position in the bargaining unit that does not have a unit member assigned to it and is an opening which the District has determined to fill. The District shall post each vacancy prior to holding any formal interviews with individuals outside the unit for that vacancy.

8.2.2 The District shall deliver a list of all vacancies that occur during the work year and that are assured to occur for the following work year to unit members via email or other electronic communication.

8.2.3 Each posting shall contain the following information:

- A. Site location(s) of the vacancy
- B. Qualifications, which shall include, but not be limited to:
 - 1. Grade level or subject matter experience
 - 2. Credential requirements
 - 3. Service requirements
 - 4. Special qualifications
 - 5. Demonstration of satisfactory teaching experience as evidenced by evaluations
- C. Job description, if available, and/or typical responsibilities

8.2.4 All postings shall include the closing date for filing. The closing day for current employees shall be no less than five (5) business days after posting unless the

District can demonstrate an unanticipated need to fill the vacancy sooner. A business day is a day when the District Office is open for service.

- 8.2.5 The District shall inform all unit members who will be transferred or reassigned for the ensuing school year no later than May 30, where possible. Should additional transfers and/or reassignments become necessary after that date, the District shall notify affected unit members as soon as possible.
- 8.2.6 A request for a voluntary transfer or reassignment shall be maintained in an “active” file for twelve (12) months following receipt of the request and for that twelve (12) month period the District shall consider the request in connection with subsequent posted vacancies for positions comparable (i.e., school, grade and/or subject matter) to those listed in the request for transfer or reassignment. The District shall notify unit members in the “active file” by e-mail (or by mail on written request with a self-addressed stamped envelope provided) of any posted openings which may arise during the summer recess. Failure to so notify a unit member shall not form the basis for a grievance and shall not invalidate a related transfer or reassignment.
- 8.2.7 Teachers who desire to transfer or be reassigned shall file an application with their site administrator and the Assistant Superintendent of Human Resources. Such statement shall include the school or schools and grade level and/or subject matter to which the teacher desires to be transferred or reassigned in order of preference.
- 8.2.8 Application forms for voluntary transfer and/or reassignment shall be made available at the District Office or through the site administrator upon request.
- 8.2.9 In filling posted vacancies, the District shall consider unit members from the “active” file, other requests for voluntary transfer, unit members returning to work from leaves of absence or layoff status and outside applicants. When the District determines that the qualifications of competing applicants for the same position are equal, the District shall take District seniority into account (as determined by the first date of paid service in a probationary position, pursuant to the provisions of the California Education Code).
- 8.2.10 If a unit member’s request for a voluntary transfer is denied, the unit member,

upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial.

8.2.11 In the event a school previously closed is reopened or a new school is opened, the District shall use the following criteria in fulfilling the vacant positions at the new or reopened school (with a goal of staffing the new or reopened school on a voluntary basis):

- recent grade range experience
- balanced staffing
- team considerations
- successful collegial relationships
- credential qualifications
- seniority (used as a tie breaker in the event that all other qualifications are equal)

8.3 Involuntary Transfers and Reassignments

8.3.1 Involuntary transfers or reassignments shall not be made outside the major or minor fields of study and/or the areas of qualification as established by the unit member's credential(s) unless by mutual consent.

8.3.2 No unit member shall be transferred or reassigned for arbitrary or punitive reasons.

8.3.3 When a unit member is to be involuntarily transferred or reassigned, the unit member being transferred or reassigned shall be provided, upon request, up to two (2) days of compensatory time or two (2) days of pay at the daily substitute rate for the personal time required to move, prepare and organize classroom environment and materials. The District shall provide assistance in moving boxed material whenever a unit member is involuntarily transferred or reassigned.

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

8.3.4 Involuntary transfers and/or involuntary reassignments may be initiated by District and/or site-level management based upon good and sufficient cause relating to the educational needs of the District, including the need for

compliance with the No Child Left Behind Act (“NCLB”) and Bilingual, Crosscultural, Language and Academic Development (“BCLAD”) certificate requirements. In the event of such transfer or reassignment, the employee(s) shall be advised of the reasons thereof through a personal conference with the appropriate administrator five (5) days prior to the transfer or reassignment, unless said transfer or reassignment occurs within the first month of school or in case of an emergency. Teachers to be involuntarily transferred or reassigned shall have the right to indicate duty preferences from a list of all available positions for which they are qualified by virtue of credential and training, and the administrator(s) responsible for the transfer or reassignment shall make every effort to honor these preferences.

8.3.5 If a particular worksite is to be closed, unit members at that site shall be accorded first consideration for filling any new or vacant positions at the site(s) to which the students at the closing site are being placed.

8.3.6 The District shall consider the following criteria in selecting the unit member to be involuntarily transferred:

1. Grade level and/or subject area experience;
2. Appropriate credentials;
3. Ability to perform responsibilities of the vacant position;
4. Special qualifications for the vacant position, including, but not limited to adjunct duty skills;
5. Evaluations;
6. Years of experience; and
7. Legal requirements of the District.

8.3.7 When the District considers two or more unit members being considered for involuntary transfer to be equal on the basis of the criteria enumerated in Section 8.3.6, the unit member with the least District-wide seniority shall be selected for involuntary transfer.

8.3.8 Any member of the unit who is to be involuntarily transferred shall be informed by the Superintendent or designee of the reason(s) for the transfer. If the unit member requests, a conference shall be held with the Superintendent or

designee.

8.4 Transfers Relating to the Closing of a School

Up to August 18 of each school year, unit members who must be transferred as a result of a school closing (including changing grade levels at one or more school sites) shall have the right of first preference and first refusal on all vacancies for which they are qualified and credentialed. The determination of qualifications shall include the unit member's training, experience, advanced degrees, major and minor fields of study, competencies, credentials, evaluations and special qualifications that can be objectively determined and educationally justified.

8.4.1 The order of establishing first preference and refusal shall be based upon the length of service in the District of those unit members who are being transferred, provided the credential requirements are met.

8.4.2 In the event the District determines to close a site or move grade level to another site, the parties shall meet and negotiate appropriate procedures to implement Section 8.4.

ARTICLE 9: EVALUATION PROCEDURES

9.1 Evaluation Categories Unit members in temporary or probationary status shall be evaluated through the Tier I Evaluation Process. All other bargaining unit members with permanent, continuing status shall be evaluated through the Tier II Evaluation Process unless the unit member chooses the Tier I Process. Evaluation documents are incorporated into Appendix “A,” which includes job-specific forms for Counselors and School Psychologists as well as global forms for all other unit members. Permanent unit members who have been employed by the District for at least ten (10) years and whose evaluations meet the District’s expectations shall, by mutual agreement of the administrator and unit member, be evaluated up to every five (5) years (pursuant to terms of Education Code Section 44664). (Per section 9.4.1)

9.2 Tier I Evaluation Process

The Tier I Evaluation Process is based on the Manhattan Beach Unified School District’s Expectations for Practice, which derive from the California Standards for the Teaching Profession.

9.2.1 Initial Planning

Not later than fifteen (15) work days after the first school day of the year in which the evaluation is to take place, all unit members scheduled for evaluation shall be notified by the principal of their participation in the evaluation process. The notification shall include the name of the evaluator as well as copies of the MBUSD Expectations for Practice, the Tier I Initial Reflection document, the Tier I Final Reflection document and a blank Tier I Final Evaluation form.

9.2.2 Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete the Tier I Initial Reflection document. The evaluator and the unit member shall then meet to discuss the Initial Reflection and the MBUSD Expectations for Practice. During the meeting, areas requiring heightened attention may be identified with the understanding that the unit member is nevertheless responsible for developing competency in all areas.

9.2.3 Observations

Unit members under Tier I shall be observed both formally and informally during the school year.

9.2.3.1 Formal Observation

The evaluator shall schedule and conduct at least one formal observation during the school year. The non-permanent unit member shall submit a lesson plan based on the MBUSD Lesson Plan Design Template prior to any scheduled formal observation. Permanent unit members shall submit a lesson plan of his or her choosing. Formal observations shall last no less than thirty (30) minutes. Within ten (10) working days of a formal observation, the evaluator shall provide both feedback on the lesson as well as an opportunity to engage in dialogue about the feedback.

9.2.3.2 Informal Observation

The evaluator may conduct informal observations of the unit member at any time and need not limit such observations to lesson delivery. All areas of the MBUSD Expectations for Practice may provide the basis for informal observation. Within ten (10) working days of any informal observation incorporated into the evaluation, the evaluator shall provide both feedback as well as an opportunity to engage in dialogue about the feedback.

9.2.4 Recommendations

The unit member shall take affirmative action to correct any cited deficiencies based upon the evaluator's specific recommendations for improvement and assistance in implementing such recommendations.

9.2.5 Final Reflection

Not later than the sixty (60) days before the last school day of the school year in which the evaluation takes place, the unit member shall complete and submit the Tier I Final Reflection document to the evaluator.

9.2.6 Rating Scale

Unit members under Tier I shall be evaluated according to their demonstration

of sufficient growth toward competency in all areas of the MBUSD Expectations for Practice.

Sufficient Growth

Performance demonstrates either acquired competency or sufficient progress toward competency such as would be achieved through continued professional growth and practice.

Insufficient Growth

Performance demonstrates either continued deficiency despite assistance and guidance or a pace of development such as would not progress toward competency prior to the completion of the probationary period.

9.2.7 Final Evaluation

Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the employee not later than thirty (30) days before the last school day of the school year in which the evaluation takes place. A conference between the evaluator and the employee to discuss the evaluation shall be scheduled. The employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall be attached to the employee's evaluation. Said employee shall not be evaluated again within the same school year. Copies of the District's Evaluation Forms are attached to this Agreement as Appendix "A".

9.3 Tier II Evaluation Process

The Tier II Evaluation is a formative, growth-oriented process that focuses on the improvement of teaching practice through guided reflective writing, dialogue with evaluators and colleagues, and self-directed inquiry.

9.3.1 Initial Planning

Not later than fifteen (15) work days after the first school day of the year in which the evaluation is to take place, all unit members scheduled for evaluation shall be notified by the principal of their participation in the evaluation process. The notification shall include the name of the evaluator as

well as copies of the MBUSD Tier II Introduction to Reflection and Reflective Practice and the Tier II Evaluation Process documents.

9.3.2 Phase 1 – Introduction to Reflection and Reflective Process:

Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete and submit the Tier II Introduction to Reflection document.

9.3.3 Phase 2 – Selection of Focus Area:

Not later than thirty (30) work days after the first school day of the year in which the evaluation is to take place, the unit member shall select a Focus Area for the year. The evaluator and the unit member shall then meet to discuss the Tier II Introduction to Reflection and the Focus Area that has been selected. During the meeting, the evaluator and unit member will discuss the selection and the reasons for the choice. After this discussion, the Tier II Introduction to Reflection and/or the focus area may be collaboratively modified.

9.3.4 Phase 3 – Initial Reflection on Focus Area:

Not later than fifty (50) work days after the first school day of the year in which the evaluation is to take place, the unit member shall complete the Tier II Initial Reflection on Focus Area and submit it to the evaluator for feedback. The unit member may also elect to share this reflection with colleagues either of their own choosing, or through the facilitation of the evaluator. After receiving feedback, the Tier II Initial Reflection on Focus Area may be collaboratively modified.

9.3.5 Phase 4 – Experimental Trial:

Not later than sixty (60) work days after the first school day of the year in which the evaluation is to take place, the unit member shall develop an Experimental Trial based on their Tier II Initial Reflection on Focus Area which will serve as the basis for the evaluation process. During the Experimental Trial phase of the evaluation, the unit member will seek to

develop innovative approaches to the issues they have identified and examined during the first three phases of the evaluation.

9.3.5.1 Observations

Unit members and their evaluators should meet periodically throughout the year to discuss progress on the Experimental Trial and arrange informal visits during the Experimental Trial.

9.3.5.2 Dialogue and Feedback

During the Experimental Trial, the evaluator shall meet with the unit member to offer feedback, engage in open dialogue regarding the outcomes of the Experimental Trial and suggest additional resources and/or opportunities for additional dialogue with colleagues.

9.3.6 Phase 5 – Final Reflection:

The unit member shall submit the Tier II Final Reflection document to the evaluator not earlier than ninety (90) calendar days nor later than sixty (60) calendar days before the last school day of the school year in which the evaluation takes place.

9.3.7 Final Meeting

The unit member and evaluator shall meet not later than eighteen (18) calendar days following receipt of the Tier II Final Reflection document. During the meeting, the evaluator shall discuss with the unit member the growth and development experienced and observed throughout the evaluation process. At this meeting, the evaluator may make recommendations for further growth and development based on the experiences and observations of the evaluation process. After this meeting, the Tier II Final Reflection document may be collaboratively modified.

9.3.8 Unsatisfactory Performance

If the evaluator determines that the unit member is not performing his or her duties in a satisfactory manner, the evaluator shall notify the unit member in writing of that fact no later than not later than eighteen (18) calendar days following receipt of the Tier II Final Reflection document. The evaluator shall

describe the unsatisfactory performance and shall make specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in his or her performance

9.4 General Information

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once a year for temporary or probationary personnel, and at least once every other year for personnel with permanent status except as provided for in 9.4.1. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee.

In the event a permanent employee is not performing assigned duties in a satisfactory manner, the District shall separately utilize pre-disciplinary or disciplinary processes and shall annually evaluate the employee until the evaluator determines that the employee's annual performance is satisfactory or the employee is separated from the District under Education Code section 44944.

9.4.1 Permanent unit members who have been employed by the District for at least ten (10) years and whose evaluations meet the District's expectations shall, by mutual agreement of the administrator and unit member, be evaluated up to every five (5) years (pursuant to terms of Education Code Section 44664). Documentation that a deferral has been approved will be given to the unit member and a copy will be placed in their Human Resources file.

9.4.1.1 Teachers requesting a deferral of the evaluation process shall submit a plan for autonomous self-assessment, reflection, experimentation and risk-taking for a deferral period of five years. The principal will review the plan, make suggestions, additions and outline expected outcomes. In the years that follow, the principal/evaluator will continue to observe, meet with and discuss the progress of the teacher on the teacher's self-determined plan. No documentation or written reflections will be required during the deferral years-

9.4.1.2 This article does not supersede Education Code Section 44664, which states that the certificated employee or the evaluator may withdraw consent to the deferral at any time.

- 9.4.2 Members of the unit shall not be required to evaluate other members of the unit.
- 9.4.3 Only the procedures to be used for the evaluation of employees, and not the judgment and/or assessment of the evaluator, shall be subject to the grievance procedure described in Article 4.
- 9.4.4 The District shall not inquire into, nor predicate any adverse action upon, a unit member's lawful personal, political, and/or organizational activities or preferences, consistent with this Agreement.

9.5 Assistance Plan

The District may offer or a permanent employee may request, placement on an assistance plan (incorporated into Appendix A) at any time during the school year, or for the following school year.

ARTICLE 10: COMPLAINTS REGARDING UNIT MEMBERS

10.1 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.

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.

10.1.2 Notice of a complaint against a unit member made to any administrator by a parent/guardian, community member, student, or non-administrative/nonsupervisory 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.

10.1.3 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.

10.1.4 Whether or not a meeting takes place, if the complaint has not been resolved, the District shall request the complaint 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.

10.1.4.1 The District shall request the complainant to include the name of the unit member(s) involved, if known, and a brief summary of the complaint, including approximate time(s), date(s), place(s) and

names of any persons who might have information about the complaint.

10.1.4.2 The District or designee shall investigate the complaint and, where appropriate, attempt to resolve it. 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 five (5) work days of the conclusion of the investigation.

10.1.4.3 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.

10.2 A written complaint filed against a unit member may be placed in the unit member's 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.

10.3 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.

10.4 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.

10.5 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

11.1 Leave Benefits

The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement. It is agreed that nothing in this Article constitutes a waiver of any other statutory or regulatory leave rights that may be enjoyed by unit members outside this Agreement.

11.2 Sick Leave

11.2.1 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) 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 percentage of the eleven (11) days leave equal to the percentage of that unit member's FTE (Full Time Equivalent). A K-5 unit member who is absent for one-quarter day or less, as defined in Article 7 herein, shall have deducted 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 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.

- 11.2.3 If illness or disability should cause a unit member to be absent for a period exceeding their sick leave entitlement, the unit member shall be paid the difference between their salary and that of a substitute for a period not to exceed five (5) school months, provided the unit member's salary is greater than that of a substitute's or, if no substitute employee was employed, the amount which would have been paid to the substitute had one been employed.
- 11.2.4 Use of summer school sick leave or personal necessity leave, as applied to a full time (4 hours per day), or part time (2 hours per day), teaching assignment, means that an employee is entitled to use accumulated sick time/personal necessity leave in order to miss a maximum of 2 days of teaching during a summer session (only 1 of which may be personal necessity leave). Use of sick time or personal necessity leave will be deducted based on the hours used, 4 hours used equals 80% of a regular teaching day, 2 hours used equals 40% of a regular day. Absence beyond the 2 day maximum cannot be covered by any other accumulated time and results in loss of pay for the days missed.
- 11.2.5 In October of each year the District will provide each unit member with a statement of accrued sick leave as of August 31st and the entitlement for the current year. If a unit member does not utilize the full amount of leave as authorized above in any school year, the amount not utilized shall be accumulated from year to year.
- 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 employee's illness or injury, or present a certificate signed by a 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 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.

- 11.2.7 Unit members are expected to notify the designated school person of their intent to be absent, whenever practicable, by 7:00 a.m. Repeated failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action. A unit member who is absent shall make a reasonable attempt to notify the District prior to 3:00 p.m. of the date of the absence if the unit member is not returning the following workday.
- 11.2.8 Unit members may be required to have a medical or psychiatric examination(s) by District approved physician(s). Such examination(s) will be at District expense.
- 11.2.9 Employees shall be given credit for all unused leave of absence for illness or injury accrued while serving in another California school district as prescribed in Education Code Section 44979. Such unused leave of absence for illness or injury will be credited to the paid employee only upon receipt of official notice from the California school district of prior employment. Such credit for unused leave of absence for illness or injury will be given only employees who have been employed by a California school district in the year prior to the acceptance of employment in the District. When an employee terminates employment after one year or longer with the District and accepts employment with another California school district in the succeeding year, the unused leave of absence for illness or injury shall be computed and forwarded to the new district of employment upon request.
- 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 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 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, 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.

- 11.3.4 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 the employee actively employed. No employee who qualifies for a donation of leave from the leave bank based on an injury or illness of a 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.
- 11.3.5 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.
- 11.3.6 Unit members may request utilization of Catastrophic Leave by completing a Catastrophic Leave request form from the Human Resources Office. 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.

- 11.3.7 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.
- 11.3.8 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.
- 11.3.9 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.
- 11.3.10 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.

11.4 Personal Necessity Leave

- 11.4.1 A unit member may use, at the unit member's election, unused sick leave for purposes of personal necessity as defined herein – provided that use of such personal necessity leave does not exceed 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; (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. 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 granted for concerted activities as provided in Article 15, or for purposes of personal convenience which can reasonably be taken care of before or after the school hours.
- 11.4.3 Personal necessity leave is not in lieu of such leaves as sick leave, bereavement leave, industrial accident leave, or leave to appear in court under the provisions of Section 11.12 of this Article.
- 11.4.4 Personal necessity leave shall be provided without loss of pay, except as set forth

in Section 11.4.2.

11.4.5 In cases of unforeseen emergencies no prior notification shall be required to use personal necessity leave, however, in all cases, the unit member shall report an anticipated absence at the earliest possible date and time to the principal. (See Section 11.2.7)

11.4.6 Personal necessity leave, when unused by the unit member, does not accumulate from year to year.

11.4.7 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in Section 11.4.2 above.

11.4.8 Immediate Family

Immediate Family is defined as mother, mother-in-law, father, father-in-law, husband, wife, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandmother or any relative living in the immediate household of the unit member or any other person as determined by mutual consent of the Assistant Superintendent or Director of Human Resources and the unit for purposes of this Section, relatives by virtue of marriage (step relatives) and relatives by virtue of court action (adopted or foster relatives) shall be considered as natural or legal relatives.

11.5 Sabbatical Leaves

11.5.1 The District shall determine whether or not to offer sabbatical leaves in any particular school year, and if so, how many to offer.

11.5.2 Eligibility

Any unit member who has satisfactorily completed seven (7) full years of service in the District shall be eligible for sabbatical leave once in each eight (8) years. The unit member may apply during their seventh (7th) year. A full year of service shall consist of seventy-five (75%) of the school year, including days of paid absence for illness or other cause. No leave of absence, including maternity leave, shall be considered a break in the continuity of service for the required seven (7) consecutive years' service, but time spent on leave of absence shall not be counted toward fulfillment of the seven (7) year service requirement.

11.5.3 Criteria for Selection

The selection of unit members to be granted sabbatical leave shall be determined by the:

- A. Relative value to the District of the proposed program of those applying for leave.
- B. Relationship of sabbatical leave activities to present assignment of the unit member.
- C. Past sabbatical leave record of the applicant.
- D. Seniority of the unit member.
- E. Approval of and selection by private sector business or industry where appropriate.
- F. Benefit to the students of the District.
- G. Benefit to other teachers in the District.
- H. Professional growth possibilities in the proposal for the individual teacher.

11.5.4 Conditions of Leave

- A. Sabbatical leave shall be granted for not less than one (1) full semester nor for more than two (2) full consecutive semesters. Leave for a fractional part of a semester is not permitted.
- B. Unit members who take a semester leave must take such leave during second semester, unless by mutual consent of the principal and unit member. To be eligible for sabbatical leave during the second semester of any school year a unit member must have completed a minimum of sixty-eight (68) days service during the first semester of that school year.

11.5.5 Selection Procedure

Candidates for sabbatical leave shall be screened by the Sabbatical Leave Committee, or shall be screened by the private business or industry depending

upon the conditions of the leave.

11.5.6 Sabbatical Leave Committee

The Sabbatical Leave Committee shall select from the qualified applicants those persons to take sabbatical leaves based on the criteria listed in 11.5.3 with the exception of 11.5.3(E). The Sabbatical Leave Committee shall:

- A. Consist of five (5) unit members selected by the Association and four (4) persons selected by the District.
- B. Be chaired by a member of the committee elected by the committee members by majority vote.
- C. Convene no later than November 15 by the District.
- D. Notify all applicants of its selections prior to the December vacation period.
- E. Keep a numerical listing of acceptable alternate candidates. In the event a unit member, granted a sabbatical leave for any given year, fails or is unable to fulfill the leave, said leave will be granted to alternates from the list for that year.

11.5.7 Sabbatical Applications

Application for leaves to be reviewed by the Sabbatical Leave Committee shall be made no later than November 1. Other sabbatical leaves will be posted at least thirty (30) days in advance and applications are due no later than seven (7) days after the close of the posting.

- A. Applications for all sabbatical leaves shall be considered only for the school year immediately following that during which the application is received. If the applicant is not granted a leave the applicant must re-apply in order to be considered again for an ensuing year.
- B. Applicants shall present, as part of their application, reasons for desiring the leave, date of the leave, and any other relevant data to assist in the decision of awarding the sabbatical leaves.

11.5.8 Interview

Applicants may be asked to appear in person before the Sabbatical Leave Committee for further explanation of their plans, where appropriate, or, shall be interviewed by representatives from private business or industry, where appropriate.

11.5.9 Sabbatical Leave Posting

A list of Sabbatical leave recipients together with their assignments and/or project summaries shall be sent by the Assistant Superintendent or Director of Human Resources to each principal for posting at each school.

11.5.10 Compensation

If a sabbatical leave is granted, the participant will receive the difference between the participant's salary and the salary of the substitute and/or replacement teacher.

11.5.11 Method of Payment

Salary for sabbatical leave will be paid to the unit member while on leave of absence in the same manner as if the unit member were teaching in the District. The unit member shall make arrangements with the Business Office for the disposition of the salary warrant each month.

11.5.12 Bond Required

The unit member shall furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years service in the District after return from sabbatical leave of absence. Such bond shall be exonerated in event the failure of such unit member to return and render such two (2) years service is caused by the death or physical or mental disability of the unit member. If the Board finds, and by resolution declares, that the interest of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two (2) consecutive years service therein following the employee's return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

11.5.13 Interruption of Program by Accident or Illness

Interruption of an assignment or program while on sabbatical leave caused by serious accident or illness, evidence of which is satisfactory to the District shall not be held against a unit member as regards to fulfillment of the sabbatical leave. The amount of compensation shall not be adjusted while on the granted sabbatical leave. The Superintendent must be promptly notified of such accident or illness. In case of such accident or illness including hospitalization or recovery while on sabbatical leave, notification shall be made by certified letter, mailed within ten (10) days of the accident or illness. In case of extended disability the unit member may cancel their sabbatical leave and be placed on sick leave.

11.5.14 In leaves relating to work in private business or industry, should there be a termination of the program on the part of either the employee or the employer, the employee shall be liable for immediate return to duty in an assignment determined by the Superintendent or designee.

11.5.15 Retirement and TSA Contribution

Sabbatical leave shall count toward retirement as specified in State Law. Retirement and annuity contributions shall be deducted from unit member's compensation. Those who have had full year sabbaticals may, at their option, pay into the State Teachers Retirement System an amount that they would ordinarily have contributed in order to receive full time service credit.

11.5.16 Required Report

Each unit member who has been on sabbatical leave shall file with the Personnel Office a written report within sixty (60) days of the unit member's return to duty. Such report shall contain a detailed description as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on sabbatical leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report and which contains transcripts of all college and university study while on leave.

11.5.17 The Assistant Superintendent or Director of Human Resources shall determine

that all conditions of the sabbatical leave have been fulfilled.

11.5.18 Return to Position

At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless the unit member agreed otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed the unit member's location and type of work and they remained on active service. In the event of changed conditions, the unit member returning from sabbatical leave shall be reinstated and be assigned work appropriate to the field of training, with the appropriate salary status including any increments allowed.

11.6 Exchange Teaching Leave

An exchange leave is a leave granted at the District's discretion, to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

11.6.1 Exchange leaves of absence may be granted to the certificated employees who meet the following requirements:

Plan A (Applied to exchanges in California) The Manhattan Beach Unified School District employee is paid by the other district and is to receive the rate of pay on the other district's salary schedule nearest to the rate received in the Manhattan Beach Unified School District, but not more than the other district employee would have received.

Plan B (Applies to exchanges outside California) The Manhattan Beach Unified School District employee is paid by the Manhattan Beach Unified School District at the employee's regular rate. This plan is limited to exchanges with states or countries where the other employee will receive an adequate salary for living in that particular community.

Plan C (Applies to exchanges outside California) The Manhattan Beach Unified School District employee is paid by the other district at a negotiated rate.

11.6.2 The exchange is for one (1) year, unless extended for one (1) additional year by unanimous consent of the governing boards and the employees concerned.

- 11.6.3 Compensation shall be arranged according to one of the following plans:
- A. The employee must have permanent status in the District on the effective date of the leave.
 - B. An exchange agreement must be signed by the employee and the Districts concerned.
- 11.6.4 At the completion of any exchange, the Manhattan Beach Unified School District employee shall return to duty in the Manhattan Beach Unified School District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.
- 11.6.5 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the Manhattan Beach Unified School District, provided that the employee served a sufficient number of days in the exchange position to have been paid at least seventy-five percent (75%) of the salary agreed to in the contract signed with the outside district. A notarized affidavit shall be filed verifying this service.
- 11.6.6 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the employee must personally arrange for payment of required contributions.
- 11.6.7 If the employee wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of the leave.

11.7 Extended Leaves

- 11.7.1 By mutual agreement, any unit member may be granted a leave of absence from duty without pay upon the conditions of the following requirements:
- 11.7.2 Unit members taking extended leave shall not lose any accrued benefits due them.
- 11.7.3 Unit members on extended leave for less than twenty (20) duty days shall have all benefits provided by the District continued at no cost to the unit member on leave.

11.8 Bereavement Leave

11.8.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than four hundred (400) miles radius is required, without loss of salary or deduction from sick leave on account of the death of any member of their immediate family.

11.8.2 Immediate Family

Immediate Family is defined as mother, mother-in-law, father, father-in-law, husband, wife, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandmother or any relative living in the immediate household of the unit member or any other person as determined by mutual consent of the Assistant Superintendent or Director of Human Resources and the unit member. For the purposes of this Section, relatives by virtue of marriage (step relatives) and relatives by virtue of court action (adopted or foster relatives) shall be considered as natural or legal relatives.

11.8.3 Bereavement Leave may be taken for any day(s) the unit member is on duty in the District, including Summer School.

11.9 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 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), the unit member 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 the unit member 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 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 their 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 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.

11.11 Industrial Accident Leave

11.11.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.

11.11.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Leaves pursuant to this Section shall not be deducted from earned sick leave.

11.11.3 The District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time during which the unit member will be temporarily unable to 60 perform assigned duties and the degree to which a disability is attributable to the injury involved.

11.11.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate insurance fund which would make the total compensation from

both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness.

11.11.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

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 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, the unit member shall be paid at the hourly rate established in Article 7.3.9. 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.

11.12.2 Any fees, honorarium, or cost (other than mileage) paid to the unit member as a result of legal proceedings leave must be remitted to the District.

11.13 Military Leave

Military leave shall be provided in accordance with statutory provisions.

11.14 Other Leaves Without Pay

11.14.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or permanent status credit may be granted for a period of one (1) school year. Upon approval of the District, such leave may be extended one (1) additional year.

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 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.

11.14.3 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.

11.15 Temporary Leave

11.15.1 The principal may excuse a unit member for periods up to and including one (1) day at no loss of leave entitlement or loss of pay provided a fellow unit member or member volunteer(s) to substitute for the absent person with no cost to the District.

11.15.2 The principal may excuse a unit member for periods of one (1) day or less, with no loss of pay to the unit member.

11.16 Return to Duty Following Leave

11.16.1 Unit members on paid leaves of absence shall be entitled to return to the same assignment they held prior to commencement of such leave, if possible. Unit members on paid leaves of absence shall notify the District as soon as possible as to the date they will return to duty.

11.16.2 Unit members on paid leaves of absence shall receive credit for service on the salary schedule upon their return to duty without penalty.

11.16.3 Unit members returning from an unpaid leave of absence must notify the District Personnel Office no later than December 1 for the spring semester and May 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.

11.17 Quarantine Leave

A unit member who is required to remain away from duty for medical quarantine shall have their salary continued at no loss of pay for as long as the health authorities require quarantine. A written statement from a medical doctor or health department official will be required in order to qualify for salary maintenance under this Section. Quarantine Leave pay shall be paid only when unit members are normally required to be on duty.

11.18 Family Care Leave

An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12 months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. The Family Care and Medical Leave/Absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has serious health condition.

11.18.1 Definitions: For purposes of this leave, the following definitions shall apply:

- A. "Child" means a biological, adopted or foster child; a stepchild; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability.
- B. "Spouse" means a husband or wife.
- C. "Parent" means a biological, foster, or adoptive parent; a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or legal guardian; and does not include a parent-in-law.
- D. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

E. "Health care provider" means an individual holding either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professional Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science practitioners.

11.18.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a fiscal year. However, leave may be taken intermittently in one or more periods. In addition, the following provisions govern the length of the leave:

- A. An employee who takes leave for the birth, adoption, or placement for foster care of a child will be allowed to take leave of at least one hour within one year of the birth, adoption or placement for foster care of the child.
- B. An employee who takes leave for health care provider certified recurring medical treatment or supervision to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour.
- C. Any leave an employee takes for the reasons specified in Section 11.18 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that family care and medical leave granted for the birth or adoption of a child or placement of a child for foster care

must be concluded within 12 months of that birth or adoption or placement for foster care.

D. Leave caused by pregnancy, childbirth, or related medical conditions under Subdivision 11.9 of this Article is separate and apart from the provisions of Family Care and Medical Leave/Absence herein. Employees are entitled to 64 the leave allowed under Section 11.9 and, in addition, up to the full 12 work weeks of family care leave.

- 11.18.3 Approval: Family Care and Medical Leave/Absences of 20 consecutive workdays or less can be granted by the immediate administrator. Leave of more than 20 consecutive workdays can 60 be granted by the District after submission of a formal leave application.
- 11.18.4 Notification and Scheduling: If the need for the Family Care and Medical Leave/Absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within one or two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort, subject to the approval of the health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's education program.
- 11.18.5 Medical Certification – Family: For leaves/absences to care for a child, spouse or parent, as defined in 11.8.2, who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes: (1) the date if known; (2) the probable duration of the condition; (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and (4) a statement that the serious health condition warrants the participation of the employee to

provide care.

- 11.18.6 Medical Certification – Employee: If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2) of 11.8.5 above, plus a statement that, due to the serious health condition, the employee is unable to perform one or more of the essential functions of the employee’s position. After such certification, the following procedures are available:
- A. In the case of leave due to the serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. A third health care provider can be requested by the employee or the District if the second opinion differs from the first opinion.
 - B. The method that shall be used to choose the third health care provider is as follows: The District and employee shall each choose a health care provider. The two health care providers will choose the third health care provider, whose opinion shall be final and binding.
 - C. If additional leave beyond that provided in the certification is required, the employee must submit recertification by the health care provider and be eligible for additional requested leave.
- 11.18.7 Restrictions: In the event that spouses who are both District employees each wish to take Family Care Leave/Absence for the birth of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12-week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.
- 11.18.8 Compensation and Benefits: The Family Care and Medical Leave/Absence

shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article 17 during the Family Care Leave/Absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to: (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA Leave (either affecting the employee or an immediate family member); (2) retirement; or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of this Agreement, such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.

11.18.9 Seniority: The period of the Family Care Medical Leave/Absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.

11.18.10 Return Rights: An employee returning from a Family Care and Medical Leave/Absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty.

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 their 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, the unit employee 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 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 the employee 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

A shared contract consists of two bargaining unit members splitting a full-time assignment to include, but not limited to, division of days, segmenting days of a school week, and/or semester of a school year in order that the assignment might be shared by two unit members.

- 11.20.1 Unit members requesting a job sharing assignment must be bargaining unit members at the time of the job sharing request.
- 11.20.2 Unit members interested in job sharing shall submit their written job sharing proposal to their principal no later than April 1 for the following school year. Exceptions to this date may be mutually agreed upon by unit members and the Assistant Superintendent. Unit members will be informed in writing as to whether their proposal has been approved no later than May 1. If a request is denied, the unit member shall be notified in writing of the specific reasons for the denial. A job share request shall not be denied for any arbitrary or capricious reason(s).
- 11.20.3 The written proposal shall include:
 - A. The manner in which the position will be shared.
 - B. Verification that the unit members' professional philosophies are mutually acceptable and consistent.
 - C. Assurance that curricular and instructional strengths, or other relevant strengths, of both teachers will be used to the best advantage of their students.
 - D. A specific plan that outlines tasks, schedules, curricular program, report cards, conferences and testing.
 - E. A detailed plan for establishing communications with each other, students, staff and parents.
 - F. A plan for shared responsibility to attend staff meetings and evening activities.

- 11.20.4 The unit members participating in a job-share shall have adjunct duties in proportion to a full-time unit member.
- 11.20.5 Both job-sharing unit members will attend, at a minimum, the first day of school, Back-to-School Night, Open House, Parent Conferences, mandatory staff development day(s), mandatory professional development activities, and the last day of school.
- 11.20.6 The job-sharing plan shall last for at least one (1) school year unless there is an agreement among the principal and unit members involved. Job sharing teams wishing to renew a shared job shall make annual application to their site principal. There shall be an annual review and evaluation of the shared assignment by the principal and unit members involved.
- 11.20.7 Each unit member who participates in a job-sharing program in any year will be granted a partial leave of absence without pay for that year.
- 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 the unit member 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 a 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.
- 11.20.9 If unit members sharing a full-time assignment are employed for one semester only, evaluation procedures and timelines will be adjusted so that the evaluation process will be completed within the semester worked.
- 11.20.10 Unit members with shared assignments will retain their original date of hire on the District seniority list.
- 11.20.11 When a job share arrangement terminates, the two unit members may agree, with the approval of the principal, that one of them will assume the assignment that they have been job sharing and that the other may take a voluntary

transfer/reassignment selected from a list of openings within the District. Should the two unit members fail to reach agreement, the unit member with the greatest seniority in the District will choose as to whether they will assume the class assignment they have been sharing, or take a transfer/reassignment selected from a list of openings within the District. In either case, the unit member taking the transfer/reassignment shall have no privileges or benefits, over any other unit member, greater than those obtained through the provisions of Article 8: Transfers and Reassignments.

ARTICLE 12: SUMMER SCHOOL

- 12.1 When the District decides to hire teachers for a particular summer school, the summer school teachers shall be selected first from the ranks of the regular full- time teaching staff of the Manhattan Beach Unified School District. Based upon the needs of the instructional program, the District retains the right to determine qualifications of employees subject to the following criteria: credential authorization, current teaching experience in the level/subject area, skills/competence and current status, in the following priority order: (1) permanent, (2) probationary, (3) temporary, (4) substitute.
- 12.2 The above criteria being equal, the applicant having had a summer school assignment least recently will be chosen.
- 12.3 Teachers will be retained during the summer session as long as student attendance justifies continuance of the class being taught.
- 12.4 The District shall pay teachers assigned to District summer school according to the hourly rate established in Article 7.3.9 for each hour (or portion thereof) assignment of on-site Duty Time.
- 12.5 Unit members may use two (2) days of accumulated sick leave during any one summer session; one (1) such day may be a personal necessity day if on account of death or serious illness of a member of the unit member's immediate family, or accident involving the unit member's person or property, or the person or property of the unit member's immediate family, provided it is of such severity or seriousness so as to require the unit member's immediate attention. No paid leave days are available the work day before and/or the work day following a holiday.
- 12.6 For any summer session in which the unit member has perfect attendance, the unit member shall earn one day of accumulated sick leave.

ARTICLE 13: ANTI-DISCRIMINATION POLICY

The District shall not discriminate unlawfully against any unit member on the basis of race, color, religion, creed, ancestry, national origin, gender (including sexual harassment and pregnancy), age (over 40), marital status, medical conditions (including HIV and cancer), mental or physical disability, or sexual orientation. Both the District and the Association express strong disapproval of any unlawful discriminatory or harassing conduct on the part of any unit member, including, but not limited to, remarks, jokes, or slurs that refer to an individual's race or ethnic background, religion, physical handicap, medical condition, marital status, sex, or age. The District encourages unit members to report complaints of discrimination or harassment, without fear of retaliation. Unit members wishing to complain about discrimination or harassment should contact their immediate supervisor. If they are dissatisfied with the action taken by their immediate supervisor, or if their immediate supervisor is the discriminating or harassing individual, unit members should contact the following person:

Human Resources Administrator
Manhattan Beach Unified School District
325 South Peck Ave.
Manhattan Beach, CA 90266

ARTICLE 14: PERSONNEL FILES

- 14.1 All files of unit members which may have effect upon the evaluation of unit members shall be maintained under the following conditions:
- A. All materials placed in the unit member's personnel file shall be available to the unit member, at their request, for inspection. The unit member may be accompanied by a representative, if the unit member so desires, when reviewing the file. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in such unit member's personnel file.
 - B. Materials originating from a parent, student, and/or community member, and pertinent to a unit member's conduct, service, character, or personality, shall not be placed in a unit member's file unless the unit member has had an opportunity to read the material and rebut it. Anonymous documents, letters, or other materials will not be included in a unit member's personnel file unless and until the contents of such documents have been adequately investigated and determined to be true or founded in fact. Any derogatory material shall be shown to the unit member within ten (10) days of receipt.
- 14.2 No evaluations, correspondence, or other material containing derogatory references to a unit member's competence, character, or manner shall be kept or placed in the unit member's file without the unit member's knowledge.
- 14.3 Unit members shall be given the opportunity to prepare and have attached to all file copies a response to any derogatory material that may be kept or placed in their personnel file, such response to remain a part of that file until such time as the derogatory material is removed from the file.
- 14.4 Materials containing allegations determined to be untrue or not founded in fact will not be included in a unit member's personnel file.

ARTICLE 15: NO CONCERTED ACTIVITIES

- 15.1 There shall be no strike, work stoppage, slowdown, or other concerted action or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 15.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.
- 15.3 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law.

ARTICLE 16: SALARY

- 16.1 Effective July 1, 2023, certificated salary schedules shall be increased by 2.5% on-schedule. All MBUTA unit members shall receive a 0.5% off-schedule payment. The District shall endeavor to issue retroactive payment for 2023-24 no later than 90 days after ratification and Board adoption of the tentative agreement between the parties and shall be calculated using the unit member's 2023-24 gross salary.

Effective July 1, 2024, certificated salary schedules shall be increased by 1.0% on-schedule. All MBUTA unit members shall receive a 1.0% off-schedule payment. The District shall endeavor to issue retroactive on-schedule payment for 2024-25 no later than 90 days after ratification and Board adoption of the tentative agreement between the parties. The off-schedule retroactive payment shall be calculated using the unit member's 2024-25 gross salary and the District shall endeavor to issue the off-schedule payment no later than 90 days following July 1, 2025.

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 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 qualifications for column advancement on the salary schedule, the unit member's 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 unless the units are from an accredited college/university, and the units are equivalent to post-baccalaureate work. Such units must be verified in writing by the institution at which the units were completed. The maximum number of units qualifying for this credit shall not exceed thirty-five (35).

- 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. 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 the unit member's 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

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

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.

ARTICLE 17: HEALTH AND WELFARE BENEFITS

- 17.1 A Health Benefits Sub-Committee will meet at least once per year to review health benefits proposals and recommend health benefit plan options/modifications to the negotiations teams. The Health Benefits Sub-Committee will:
- Consist of the following members:
 - Two (2) standing members and one (1) alternate, appointed by MBUTA.
 - Two (2) standing members and one (1) alternate, appointed by CSEA.
 - Two (2) standing members and one (1) alternate, appointed by MBUSD.
 - One (1) observer representing the MBUSD Board of Trustees
 - Provide joint written minutes after each meeting to the members of the Sub-Committee, the Superintendent and designee and president of the Association or their designee.
 - Provide recommendations on health benefits to the representative bargaining teams.
- 17.2 The District will provide health and welfare benefits to eligible retired employees of the District under the following circumstances. Eligible retirees (55 years and older) with fifteen (15) years of service in the District (or predecessor districts) will have the option to participate in the District's health plan at their own expense to age sixty-five (65). In addition, the District will contribute four-hundred dollars (\$400.00) a year for five (5) years toward the cost of health and welfare benefits for such unit members (retirees 55 years and older with 15 years of District or predecessor service) who retire during the term of this Agreement. Effective beginning with the 2016-2017 school years, the medical programs offered by the District will be Anthem's Select Premier HMO, Anthem's Vivity Premier HMO, Anthem's Premier PPO, and Anthem's Classic PPO, and Kaiser's HMO. These medical programs will be reviewed annually by the Health Benefits Sub-committee, and plan offerings will be subject to change based on the recommendations of the Health Benefits Sub-committee and subsequent negotiations.

- 17.2.1 SINGLE PARTY. The District maximum annual contribution toward full time unit members' single party health and welfare benefits, inclusive of health, dental & vision insurance, shall be equivalent to 80% of the members' annual single party premium costs for the Anthem Select Premier HMO, and/or dental, and/or vision plan(s).
- 17.2.2 TWO PARTY. The District maximum annual contribution toward full time unit members' two party health and welfare benefits, inclusive of health, dental & vision insurance, shall be equivalent to 80% of the members' annual two party premium costs for the Anthem Select Premier HMO, and/or dental, and/or vision plan(s).
- 17.2.3 FAMILY. The District maximum annual contribution toward full time unit members' family health and welfare benefits, inclusive of health, dental, & vision insurance, shall be equivalent to 80% of the members' annual family premium costs for the Anthem Select Premier HMO, and/or dental, and/or vision plan(s).
- 17.2.4 The District's annual maximum contribution shall be prorated for part time employees.
- 17.2.5 Any costs in excess of the District's annual maximum contribution described above shall be paid by unit members through payroll reduction.
- 17.3 The District shall pay the full premium costs of a \$50,000 term life insurance policy for each unit member employed in at least a fifty percent (50%) assignment.
- 17.4 The District shall pay the full premium costs of an income protection insurance policy for each unit member employed in at least a fifty percent (50%) assignment.

ARTICLE 18: SAVINGS

- 18.1 In case of any direct conflict between the express provisions of this Agreement and any District policy, practice, procedure or regulation not incorporated into this Agreement, the provisions of this Agreement shall control.
- 18.2 If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid; however, such a determination shall not be considered sufficient cause to declare the remaining parts of this Agreement invalid. Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 19: NOTICES

- 19.1 All notices required by this Agreement shall be transmitted to the parties as follows:
- 19.2 For the Association: Executive Director, Manhattan Beach Unified Teachers Association, 2627 Manhattan Beach Blvd., Unit # 212, Redondo Beach, CA 90278;
- 19.3 For the District: Superintendent, Manhattan Beach Unified School District, 325 South Peck Ave., Manhattan Beach, CA 90266.
- 19.4 Within one (1) month of the ratification of this Agreement by the parties, the District shall provide to the Association a sufficient number of copies of the Agreement to distribute to all unit members.

Appendix A

Evaluation Forms

Appendix B

Salary Schedule

Appendix C

Calendars

Appendix D

Extra Duty Stipends