

**Tentative Agreement
between
The Manhattan Beach Unified School District
and
The Manhattan Beach United Teachers Association
June 26, 2023**

Preamble

~~This is an agreement made and entered into on this the 10th day of February 14th day of 2022, effective July 1, 2021, between the Manhattan Beach Unified School District (hereinafter referred to as "District") and the Manhattan Beach Unified Teachers Association, an affiliate of South Bay United Teachers, California Teachers Association and the National Education Association (hereinafter referred to as "Association"). This Agreement shall remain in full force and effect up to and including June 30, 2022, and from year to year thereafter. The party wishing to reopen the Agreement to modify or amend it shall submit in writing to the other party its request to do so, accompanied by its initial proposal(s).~~

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.

~~During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.~~

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 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 ~~District administrator overseeing Student Services,~~ **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** ~~The supervisor, together with the District administrator overseeing Student Services or designee, will investigate any such reported conditions and advise the unit member(s) in writing of their findings and any corrective action which will be taken. The District administrator overseeing Student Services or designee shall provide a status report to the unit member no later than five (5) working days from the date of~~ **initiating the investigation** ~~notification by the unit member.~~

5.8 District and Site **Health and** Safety Committees

5.8.1 The District shall maintain a District Health and Safety Committee with no ~~less~~ **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.

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 ~~\$400~~ \$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:

- ~~\$400~~ \$500 per year, prorated by semester, if the teacher's average class size is higher than 31 but less than 32,
- ~~\$800~~ \$1000 per year, prorated by semester, if the teacher's average class size is 32 or higher but less than 33, and
- ~~\$1,200~~ \$1,500 per year, prorated 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 ~~assure~~ **ensure** an adequate number of workstations 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

7.3.9 A unit member who teaches a 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 ~~\$46.90~~ **\$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 ~~\$46.90~~ **\$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.

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.

8.2.2 The District shall deliver ~~the Association and post in all school buildings and work sites~~ 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.**

Article 11 – Leaves

11.4.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member’s immediate family, as defined in Section 11.4.8 herein; (b) an accident which is unforeseen involving the unit member’s person or property, or the person or property of a unit member’s immediate family; (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 ~~available~~ **granted** for concerted activities as provided in Article 15, or for ~~matters~~ **purposes** of personal convenience which can reasonably be taken care of before or after the school hours.

11.12.1 A unit member shall be entitled to as many days of leave as are necessary for appearances in legal proceeding(s) including: litigation where the unit member is a subpoenaed witness (and not the subpoenaing party); litigation where the unit member is a respondent to charges applying to duties performed within the scope of his/her employment in the District; and/or litigation where the unit member is a respondent with the District. The leave shall be paid if taken while in paid status. If the unit member is required to appear in legal proceeding(s) during school recess periods, she or he shall be paid at the hourly rate established in Article ~~7.9~~ **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.

Article 12 – Summer School

12.4 The District shall pay teachers assigned to District summer school according to the hourly rate established in Article ~~7.9~~ **7.3.9** for each hour (or portion thereof) assignment of on-site Duty Time.

Article 16 – Salary

16.1 Effective July 1, 2022, certificated salary schedules shall be increased by **6.0%**. For the **2022-23** school year, ~~in compensation for work required to support in-person instruction,~~ **additionally**, all MBUTA unit members shall receive a **3.0%** off-schedule payment. This off-schedule payment shall be paid no later than **September 15, 2023** and shall be calculated using the unit member's **2022-23** gross salary.

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

EXTRA DUTY CATEGORY	JOBS INCLUDED	AMOUNT (MONTHLY FOR 10 MONTHS)	AMOUNT (ANNUALLY)
Extra Duty I	HS ASB Director HS Athletic Director HS Educational Advisor	\$570.62	\$5,706.20
Extra Duty II	HS Band HS Choir HS Drama HS Link Crew Advisor HS Orchestra	\$424.80	\$4,248.00
Extra Duty III	HS Broadcast Journalism Advisor HS Department Chair HS Drill HS Journalism HS Link Crew Advisor HS Model UN HS PEP HS Yearbook MS Student Advisor MS Department Chair	\$352.00	\$3,520.00
Extra Duty IV	HS Academic Decathlon HS Tall Flags ELEM SST Chair ELEM Grade Level Leads ELEM Subject-Area Leads	\$279.11	\$2,791.10
Extra Duty V	HS Asst. Drama Coach HS Library HS Stage Tech. Director MS ASB Advisor MS Athletic Director MS Band/Orchestra MS Choir MS Drama MS WEB Advisor	\$206.34	\$2,063.40
Extra Duty VI	AP Review Session Teacher ELEM Student Council Director	\$124.02	\$1,240.20

COACHING CATEGORIES

EXTRA DUTY CATEGORY	AMOUNT
Head Coach I (1-6 years)	\$4,207
Head Coach I (7+ years)	\$4,927
Asst. Coach I (1-3 years)	\$2,762
Asst. Coach II (4+ years)	\$3,485

6.0% increase as of 7/1/22
2.5% increase as of 7/1/21
2.5% increase as of 7/1/19
1.5% increase as of 7/1/18
1% increase as of 7/1/17
3% increase as of 1/1/17
4% increase as of 7/1/15
Revised 6/4/14, 5% increase as of 7/1/13

JULY 2023 - JUNE 2024
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SCHOOL YEAR CALENDAR

180 student days
 185 teacher work days

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- T** Teacher Start Date
- S** School Start Date
- E** School End Date
- TE** Teacher End Date
- H** Legal Holiday, School/Offices Closed
- Non-Student, Non Teacher**
- M** Mandatory Staff Development
 (8/21/23, 10/13/23, 3/11/24 - no students)

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	M21	T22	S23	24	25	26
27	28	29	30	31		

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- Independence Day - July 4, 2023
- Labor Day - September 4, 2023
- Local Holiday -September 25, 2023
- Veteran's Day - November 10, 2023
- Thanksgiving Recess - Nov. 20-24, 2023
- Winter Recess - Dec. 25, 2023 - Jan. 5, 2024
- Martin Luther King Day - January 15, 2024
- Mid-winter Break - Feb. 19-23, 2024
- Spring Break - April 1-5, 2024
- Memorial Day - May 27, 2024
- Juneteenth - June 19, 2024

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	M11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	M13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	TE14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						