

TENTATIVE AGREEMENT
Between the Beverly Hills Unified School District and the
Beverly Hills Education Association (Certificated Unit)

September 27, 2018

The Beverly Hills Unified School District and the Beverly Hills Education Association (Certificated Unit) have mutually agreed to the following:

- Appendix A – Salary Schedules – (see attached 2018-2019 salary schedule)
- Appendix A – Salary Schedules – (see attached 2019-2020 salary schedule)
- Appendix A – Salary Schedules – (see attached 2020-2021 salary schedule)
- Article III – Salaries – Effective July 1, 2018 (see attached Article III)
- Article V – Health, Welfare, and Other Benefits – (see attached Article V)
- Article XX – Completion of Meeting and Negotiating – (see attached Article XX)
- Article XXI – Term of Agreement – (see attached Article XXI)
- Article XXII – Peer Assistance and Review – (see attached Article XXII)
- Memorandum of Understanding (MOU) on Class Size – (see attached MOU)

This agreement is subject to the ratification of the Beverly Hills Education Association (Certificated Unit) and the approval of the Beverly Hills Unified School District Board of Education. It is also subject to approval by the Los Angeles County Office of Education, pursuant to state law (AB 1200).

For the Association:

Rebecca Castrapel
(print name)


(signature)

BHEA Bargaining Co-chair
(title in the Association)

9/27/18
Date

For the District:

Dr. Michael Bregy
(print name)


(signature)

Superintendent
(title in the District)

9-27-18
Date

**APPENDIX A
TEACHER SALARY SCHEDULE**

(Rounded to the nearest dollar)

Effective July 1, 2017 2018

Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	54,539 57,113	57,155 59,853	57,713 60,437	58,802 61,577	62,634 65,590	67,910 71,115
STEP 2	55,634 58,257	58,298 61,050	58,867 61,646	60,364 63,213	64,940 68,005	70,209 73,523
STEP 3	56,736 59,414	59,473 62,280	60,034 62,868	64,302 67,337	68,271 71,493	73,565 77,037
STEP 4	57,873 60,605	60,644 63,506	62,198 65,134	67,028 70,192	71,592 74,971	77,657 81,322
STEP 5	59,044 61,831	61,864 64,784	65,772 68,876	70,339 73,659	74,940 78,477	80,288 84,078
STEP 6	61,398 64,296	64,937 68,002	69,538 72,820	74,091 77,588	78,680 82,394	84,077 88,045
STEP 7	64,529 67,575	68,690 71,932	73,278 76,737	77,844 81,518	82,422 86,312	87,843 91,989
STEP 8	68,271 71,493	72,442 75,861	77,009 80,644	81,597 85,448	86,175 90,242	91,632 95,957
STEP 9	72,696 76,127	76,183 79,779	80,760 84,572	85,339 89,367	90,752 95,035	96,350 100,898
STEP 10		78,466 82,170	83,172 87,098	86,187 90,255	91,660 95,986	96,350 100,898
STEP 11				87,890 92,038	93,478 97,890	96,350 100,898
STEP 12						96,350 100,898
STEP 13						96,350 100,898
STEP 14						96,350 100,898
STEP 15						96,350 100,898
STEP 16						101,189 105,965
STEP 17						101,189 105,965
STEP 18						101,189 105,965
STEP 19						101,189 105,965
STEP 20						101,189 105,965
STEP 21						101,189 105,965
STEP 22						104,206 109,125

(a) Maximum for Nurses without a credential.

The basic salary schedule is based upon 186 days of service.

[] Indicates placeholders for credited service years and are not negotiated steps on the salary schedule.

Steps 16 and 22 in Group VI are not anniversary increments.

TO QUALIFY FOR GROUP:

- I - BA
- II - BA + 18 Semester Units
- III - BA + 36 Semester Units or MA
- IV - BA + 54 Semester Units or MA + 15 Semester Units
- V - BA + 69 Semester Units or MA + 30 Semester Units
- VI - BA + 84 Semester Units, including MA; or MA + 45 Semester Units

TEACHER SUPPORT PERSONNEL SALARY SCHEDULE

Effective July 1, 2017 2018

(Rounded to the nearest dollar)

	Days	Step 5	Step 6	Step 7	Step 8	Step 9	Step 16	Step 22
Elem. Counselor	186	85,048	89,062	93,043	97,050	101,068	106,150	109,227
		89,031	93,266	97,435	101,631	105,838	111,160	114,383
Elem. Lib.	190	89,507	93,743	97,942	102,167	106,378	111,736	114,976
		93,732	98,168	102,565	106,989	111,399	117,010	120,403
HS Counselor	190	89,507	93,743	97,942	102,167	106,378	111,736	114,976
		93,732	98,168	102,565	106,989	111,399	117,010	120,403
HS Head Librarian	190	93,972	98,437	102,830	107,271	111,712	117,324	120,717
		98,407	103,083	107,684	112,334	116,985	122,862	126,415
School Psychologist/ Program Specialist	190	94,284	95,613	99,885	104,219	108,515	113,969	117,256
		95,589	100,126	104,600	109,138	113,637	119,348	122,790

ADDITIONAL STIPENDS/PAY

Effective July 1, 2008 2018, except as noted below

Stipend for Doctorate Degree

~~\$1,729~~ **\$1,988** (yearly stipend, paid tenthly)

Stipend for National Board Certification

~~\$1,729~~ **\$1,988** (yearly stipend, paid tenthly for ten years)

Certificated Hourly Rate for Extra Duty Assignments

~~\$46.30~~ **\$48.49** per hour (effective July 1, 2017 2018)

Extra Pay Units (Coaching and Special Extra-Curricular Assignment)

~~\$428.55~~ **\$492.83** per unit

Peer Assistance and Review (PAR) Program

Joint Committee member - \$1,150/annual assignment

Consulting Teacher/BTSA Support Provider - \$2,662/assigned teacher

RESPONSIBILITY INCREMENTS

Effective July 1, 2008 2018

Responsibility Increment 1 (R1)	\$1483.00 \$1,705.45
Responsibility Increment 2 (R2)	\$2968.00 \$3,413.20
Responsibility Increment 3 (R3)	\$4452.00 \$5,119.80
Responsibility Increment 4 (R4)	\$6321.11 \$7,269.28

SUMMER SCHOOL

Effective July 1, 2012 2018

Certificated Hourly Rate for Summer School Teaching Assignments ~~\$43.21~~ **\$49.69** per hour

SUBSTITUTE SCHEDULE

Effective January 1, 2016

~~STEP 1~~ ~~\$156.60/day~~ ~~STEP 2~~ ~~\$208.81/day~~

Effective January 1, 2017 July 1, 2018

~~STEP 1~~ ~~\$183.00~~ **\$191.64/day** ~~STEP 2~~ ~~\$237.00~~ **\$248.19/day**

~~Substitute Teachers shall not receive a salary increase under Article III, Salaries, Section 1 of this Agreement for the 2017-2018 school year.~~

CERTIFICATED COACHING STIPEND SCHEDULE

ONE UNIT - ~~\$428.55~~ \$492.83
Effective July 1, 2008 2018

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$3686 \$4,238	Varsity	1	7.0	\$3000 \$3,450
Jr. Varsity	1	6.2	\$2657 \$3,056	Jr. Varsity	1	6.3	\$2700 \$3,105
Frosh/Soph	1	6.0	\$2571 \$2,957				
Basketball				Swimming			
Varsity	2	8.6	\$3686 \$4,238	Head Coach	1	8.6	\$3686 \$4,238
Jr. Varsity	2	7.0	\$3000 \$3,450	Asst. Coach	2	7.4	\$3128 \$3,647
Sophomore	1	7.0	\$3000 \$3,450	Tennis			
Frosh/Soph	1	7.0	\$3000 \$3,450	Head Coach	2	7.6	\$3257 \$3,746
Frosh	1	6.2	\$2657 \$3,056				
Cross Country				Track & Field			
Head Coach	1	7.6	\$3257 \$3,746	Head Coach	1	8.6	\$3686 \$4,238
Football				Asst. Coach	3	7.0	\$3000 \$3,450
Head Varsity	1	9.5	\$4071 \$4,682	Volleyball			
Asst. Varsity	2	8.0	\$3428 \$3,943	Varsity	2	8.6	\$3686 \$4,238
Asst. Varsity	1	7.3	\$3128 \$3,598	Jr. Varsity	2	5.7	\$2443 \$2,809
Head Soph.	1	7.3	\$3128 \$3,598	Frosh/Soph	1	5.7	\$2443 \$2,809
Asst. Soph.	1	7.3	\$3128 \$3,598	Water Polo			
Head Frosh	1	6.6	\$2828 \$3,253	Varsity	2	8.6	\$3686 \$4,238
Asst. Frosh	1	6.4	\$2743 \$3,154	Frosh/Soph	2	7.4	\$3171 \$3,647
Golf				Wrestling			
Head Coach	2	5.7	\$2443 \$2,809	Head Coach	1	5.7	\$2443 \$2,809
Lacrosse				Asst. Coach	1	5.0	\$2143 \$2,464

Head Coach	1	7.9	\$3386 \$3,893
Soccer			
Varsity	2	7.9	\$3386 \$3,893
Jr. Varsity	2	6.2	\$2657 \$3,056
Frosh/Soph	2	6.0	\$2571 \$2,957

Special Activities			
Dance	1	7.5	\$3214 \$3,696
Drill	1	7.0	\$3000 \$3,450
Spirit	1	7.0	\$3000 \$3,450

**APPENDIX A
TEACHER SALARY SCHEDULE**

(Rounded to the nearest dollar)

Effective July 1, 2018 2019

Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	57,113 59,866	59,853 62,738	60,437 63,350	61,577 64,545	65,590 68,752	71,115 74,543
STEP 2	58,257 61,065	61,050 63,992	61,646 64,617	63,213 66,260	68,005 71,283	73,523 77,067
STEP 3	59,414 62,278	62,280 65,282	62,868 65,898	67,337 70,583	71,493 74,939	77,037 80,750
STEP 4	60,605 63,526	63,506 66,567	65,134 68,273	70,192 73,575	74,971 78,585	81,322 85,242
STEP 5	61,831 64,811	64,784 67,907	68,876 72,196	73,659 77,209	78,477 82,260	84,078 88,130
STEP 6	64,296 67,395	68,002 71,280	72,820 76,330	77,588 81,328	82,394 86,365	88,045 92,289
STEP 7	67,575 70,832	71,932 75,399	76,737 80,435	81,518 85,447	86,312 90,473	91,989 96,423
STEP 8	71,493 74,939	75,861 79,518	80,644 84,531	85,448 89,567	90,242 94,592	95,957 100,582
STEP 9	76,127 79,797	79,779 83,624	84,572 88,648	89,367 93,674	95,035 99,616	100,898 105,761
STEP 10		82,170 86,130	87,098 91,296	90,255 94,605	95,986 100,613	100,898 105,761
STEP 11				92,038 96,475	97,890 102,608	100,898 105,761
STEP 12						100,898 105,761
STEP 13						100,898 105,761
STEP 14						100,898 105,761
STEP 15						100,898 105,761
STEP 16						105,965 111,073
STEP 17						105,965 111,073
STEP 18						105,965 111,073
STEP 19						105,965 111,073
STEP 20						105,965 111,073
STEP 21						105,965 111,073
STEP 22						109,125 114,384

(a) Maximum for Nurses without a credential.

The basic salary schedule is based upon 186 days of service.

| | Indicates placeholders for credited service years and are not negotiated steps on the salary schedule.

Steps 16 and 22 in Group VI are not anniversary increments.

TO QUALIFY FOR GROUP:

- I - BA
- II - BA + 18 Semester Units
- III - BA + 36 Semester Units or MA
- IV - BA + 54 Semester Units or MA + 15 Semester Units
- V - BA + 69 Semester Units or MA + 30 Semester Units
- VI - BA + 84 Semester Units, including MA; or MA + 45 Semester Units

CERTIFICATED COACHING STIPEND SCHEDULE

ONE UNIT - \$492.83 Effective July 1, 2018

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$4,238	Varsity	1	7.0	\$3,450
Jr. Varsity	1	6.2	\$3,056	Jr. Varsity	1	6.3	\$3,105
Frosh/Soph	1	6.0	\$2,957				
				Swimming			
Basketball				Head Coach	1	8.6	\$4,238
Varsity	2	8.6	\$4,238	Asst. Coach	2	7.4	\$3,647
Jr. Varsity	2	7.0	\$3,450				
Sophomore	1	7.0	\$3,450	Tennis			
Frosh/Soph	1	7.0	\$3,450	Head Coach	2	7.6	\$3,746
Frosh	1	6.2	\$3,056				
				Track & Field			
Cross Country				Head Coach	1	8.6	\$4,238
Head Coach	1	7.6	\$3,746	Asst. Coach	3	7.0	\$3,450
Football				Volleyball			
Head Varsity	1	9.5	\$4,682	Varsity	2	8.6	\$4,238
Asst. Varsity	2	8.0	\$3,943	Jr. Varsity	2	5.7	\$2,809
Asst. Varsity	1	7.3	\$3,598	Frosh/Soph	1	5.7	\$2,809
Head Soph.	1	7.3	\$3,598				
Asst. Soph.	1	7.3	\$3,598	Water Polo			
Head Frosh	1	6.6	\$3,253	Varsity	2	8.6	\$4,238
Asst. Frosh	1	6.4	\$3,154	Frosh/Soph	2	7.4	\$3,647
Golf				Wrestling			
Head Coach	2	5.7	\$2,809	Head Coach	1	5.7	\$2,809
				Asst. Coach	1	5.0	\$2,464
Lacrosse							
Head Coach	1	7.9	\$3,893	Special Activities			
				Dance	1	7.5	\$3,696
Soccer				Drill	1	7.0	\$3,450
Varsity	2	7.9	\$3,893	Spirit	1	7.0	\$3,450
Jr. Varsity	2	6.2	\$3,056				
Frosh/Soph	2	6.0	\$2,957				

**APPENDIX A
TEACHER SALARY SCHEDULE**

(Rounded to the nearest dollar)

Effective July 1, 2019 2020

Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	59,866	62,738	63,350	64,545	68,752	74,543
	62,812	65,824	66,467	67,721	72,134	78,211
STEP 2	61,065	63,992	64,617	66,260	71,283	77,067
	64,069	67,141	67,796	69,520	74,790	80,858
STEP 3	62,278	65,282	65,898	70,583	74,939	80,750
	65,342	68,494	69,140	74,055	78,626	84,723
STEP 4	63,526	66,567	68,273	73,575	78,585	85,242
	66,651	69,843	71,632	77,195	82,451	89,436
STEP 5	64,811	67,907	72,196	77,209	82,260	88,130
	68,000	71,248	75,748	81,008	86,307	92,466
STEP 6	67,395	71,280	76,330	81,328	86,365	92,289
	70,711	74,787	80,086	85,329	90,614	96,830
STEP 7	70,832	75,399	80,435	85,447	90,473	96,423
	74,317	79,109	84,393	89,651	94,924	101,167
STEP 8	74,939	79,518	84,531	89,567	94,592	100,582
	78,626	83,430	88,690	93,974	99,246	105,531
STEP 9	79,797	83,624	88,648	93,674	99,616	105,761
	83,723	87,738	93,010	98,283	104,517	110,964
STEP 10		86,130	91,296	94,605	100,613	105,761
		90,368	95,788	99,260	105,563	110,964
STEP 11				96,475	102,608	105,761
				101,221	107,657	110,964
STEP 12						105,761
						110,964
STEP 13						105,761
						110,964
STEP 14						105,761
						110,964
STEP 15						105,761
						110,964
STEP 16						111,073
						116,537
STEP 17						111,073
						116,537
STEP 18						111,073
						116,537
STEP 19						111,073
						116,537
STEP 20						111,073
						116,537
STEP 21						111,073
						116,537
STEP 22						114,384
						120,012

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- IV - BA + 54 Semester Units or MA + 15 Semester Units
- V - BA + 69 Semester Units or MA + 30 Semester Units
- VI - BA + 84 Semester Units, including MA; or MA + 45 Semester Units

CERTIFICATED COACHING STIPEND SCHEDULE

ONE UNIT - \$492.83 Effective July 1, 2018

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$4,238	Varsity	1	7.0	\$3,450
Jr. Varsity	1	6.2	\$3,056	Jr. Varsity	1	6.3	\$3,105
Frosh/Soph	1	6.0	\$2,957				
				Swimming			
Basketball				Head Coach	1	8.6	\$4,238
Varsity	2	8.6	\$4,238	Asst. Coach	2	7.4	\$3,647
Jr. Varsity	2	7.0	\$3,450				
Sophomore	1	7.0	\$3,450	Tennis			
Frosh/Soph	1	7.0	\$3,450	Head Coach	2	7.6	\$3,746
Frosh	1	6.2	\$3,056				
				Track & Field			
Cross Country				Head Coach	1	8.6	\$4,238
Head Coach	1	7.6	\$3,746	Asst. Coach	3	7.0	\$3,450
Football				Volleyball			
Head Varsity	1	9.5	\$4,682	Varsity	2	8.6	\$4,238
Asst. Varsity	2	8.0	\$3,943	Jr. Varsity	2	5.7	\$2,809
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Head Soph.	1	7.3	\$3,598				
Asst. Soph.	1	7.3	\$3,598	Water Polo			
Head Frosh	1	6.6	\$3,253	Varsity	2	8.6	\$4,238
Asst. Frosh	1	6.4	\$3,154	Frosh/Soph	2	7.4	\$3,647
Golf				Wrestling			
Head Coach	2	5.7	\$2,809	Head Coach	1	5.7	\$2,809
				Asst. Coach	1	5.0	\$2,464
Lacrosse							
Head Coach	1	7.9	\$3,893	Special Activities			
				Dance	1	7.5	\$3,696
Soccer				Drill	1	7.0	\$3,450
Varsity	2	7.9	\$3,893	Spirit	1	7.0	\$3,450
Jr. Varsity	2	6.2	\$3,056				
Frosh/Soph	2	6.0	\$2,957				

ARTICLE III SALARIES

Section 1.

~~All salary rates and schedules referred to in this Article shall be incorporated into this Agreement as Appendix A. For the 2016-2017 school year only, all salaries in the Teacher Salary Schedule in Appendix A and all salaries for Elementary Counselors in the Teacher Support Personnel Salary Schedule in Appendix A shall be applied to a 185-day work year (185 days of service). For the 2016-2017 school year only, all salaries for all positions in the Teacher Support Personnel Salary Schedule (except those of Elementary Counselors) in Appendix A shall be applied to a 189-day work year (189 days of services. It is explicitly acknowledged that even though a traditional work year is either 186 days (teachers and elementary counselors) or 190 days (teacher support personnel except elementary counselors), there shall be no reduction in salary for the 2016-2017 school year based on the above adjustments to the work year.~~

All salary rates and schedules referred to in this Article shall be incorporated into this Agreement as Appendix A. The salary schedule for 2018-19 shall reflect a 4.72% increase above the 2017-18 salary schedule. The salary schedule for 2019-20 shall reflect a 4.82% increase above the 2018-19 salary schedule. The salary schedule for 2020-21 shall reflect a 4.92% increase above the 2019-20 salary schedule.

All bargaining unit members shall receive a single, one-time, off-schedule bonus for the 2019-2020 school year. This bonus is in addition to any other compensation received. The bonus shall equal 0.54% of the unit member's base salary earned for the 2019-2020 school year. The bonus shall be issued on the final paycheck of the 2019-2020 school year. Any unit member who separates employment from the District at some point during the 2019-2020 school year shall receive a prorated bonus in the unit member's final paycheck that is based on the base salary earned in 2019-2020 before separation.

~~At the start of the 2014-15 fiscal year, the Teacher and Teacher Support Personnel Salary Schedules shall be increased by an amount equal to the ratio of BHEA Certificated salary costs to the total salary costs of all district employees (as a percentage rounded to three decimal places) multiplied by 70% of the positive difference of the secured property tax for the prior fiscal year less the secured property tax for the fiscal year two years prior, spread evenly across the salary schedule. The formula shall be described as follows: _____~~

$$\text{BHEA \%} = \frac{\text{BHEA COST} - \text{SALARY} + \text{STATUTORY BENEFITS (BHEA)}}{\text{TOTAL COST} - \text{SALARY} + \text{STATUTORY BENEFITS (ALL EMPL)}}$$

$$\text{BHEA INCREASE} = \underbrace{\text{BHEA \%}}_{\text{of 70\% of } \Delta \text{ SECURED PROPERTY TAX}} = \left(\frac{\text{BHEA COST}}{\text{ALL EMPLOYEES' COST}} \right) * [70\% * (\text{PRIOR YR} - 2 \text{ YRS PRIOR}) \geq 0]$$

~~All salary costs, and the determination of the percentage of increase to be applied across the salary schedule, shall be based upon actual salary costs incurred in the prior year. The costs of salary and statutory benefits shall be defined as the base salary for unit members' prime assignments, plus the District's costs for contributions towards Medicare, State Unemployment Insurance, State Teachers Retirement System, and Workers' Compensation Insurance.~~

~~At the start of the 2015-16 fiscal year, this same formula shall be applied, except that the percentage shall be 65%, and beginning with the start of the 2016-17 fiscal year and each year thereafter, this same formula shall be applied, except that the percentage shall be 55%. This formula shall be suspended in any year when the highest point on the Teacher Salary Schedule is equal to or higher than the highest point on the corresponding teacher salary schedule for all districts in Los Angeles County, but shall restart again once the highest point on the Teacher Salary Schedule becomes less than the highest point on the corresponding teacher salary schedule for all districts in Los Angeles County. This formula shall also be suspended in years when there is no secured property tax growth or when secured property tax revenues fall.~~

~~For the 2014-15 fiscal year only, the Substitute Schedule shall be increased by the same percentage increase as is applied to the Teacher and Teacher Support Personnel Salary Schedules.~~

Section 2.
SUBSTITUTE TEACHER SCHEDULE

STEP 1 Day-to-day Substitute Teachers

STEP 2 Long-term Substitute Teachers (After reaching 15 consecutive days in same assignment. This amount is not retroactive to the first day of the assignment.)

Refer to Appendix A for rate of pay.

The parties agree to grandparent current, designated BHUSD retirees, effective March 20, 2001, at \$146.44 per day.

The changes above shall be effective upon ratification of the 2000-2003 agreement, with the exception of the long-term substitutes currently working in the district for at least 15 consecutive work days in the same assignments prior to February 23, 2001. Such long term substitutes shall receive their current rate of pay until their current assignment is completed.

Section 3.

STIPEND FOR DOCTORATE DEGREE

A yearly, permanent stipend shall be paid to certificated unit members who have earned a Doctorate and who meet the conditions set forth in Article III, Section 18. Refer to Appendix A for stipend amount.

The stipend will be paid on a tenths basis subject to STRS retirement computation.

STIPEND FOR NATIONAL BOARD CERTIFICATION

A yearly stipend shall be paid to certificated unit members for each earned National Board Certification. The term of the stipend shall be ten (10) years. Refer to Appendix A for stipend amount.

The stipend will be paid on a tenths basis starting with the fiscal year in which the National Certification was awarded and continue for a period of ten (10) years unless the educator submits a resignation and departs from the District within that ten (10) year period. If the unit member departs at the end of the school year, the stipend will be paid in full. Departure during the school year will result in the prorated amount of the stipend as it pertains to the individual contract under which the unit member is serving.

STIPEND FOR COORDINATOR OF ELEMENTARY EDUCATION

The yearly need of a Coordinator of Elementary Education will be determined by a committee comprised of two administrators and two BHEA representatives. The committee will meet by the end of April each year to decide on any curricular area(s) that need to be supported for the following school year.

CERTIFICATED HOURLY RATE FOR EXTRA DUTY ASSIGNMENTS AND SUMMER SCHOOL TEACHING ASSIGNMENTS

Commencing with the 2002-03 school year the certificated hourly rate shall be increased based on any increase to the base salary schedule. *Commencing with the 2019-2020 school year, the hourly rate of pay for summer school teaching assignments shall equal that of the certificated hourly rate for extra duty assignments.*

RESPONSIBILITY INCREMENTS

High School Department Chairpersons, PreK-8 Subject Area Specialists, K-5 Grade Level Specialists:

1-3 Teachers.....	R1
4-14 Teachers.....	R2
15+ Teachers.....	R3

High School Athletic Director	R3
Coordinator of Elementary Education (eliminated July 1, 2007)	R2
ASB Advisor	R3
Coordinator of High School Guidance	R3
Program Specialist	R3

Responsibility increment rates shall be paid either on a tenths basis or in one or two equal payments at the end of the first semester and/or at the end of the second semester at the discretion of the Principal. All references to evaluation by department chair shall be eliminated from department chair job description.

Section 4.

EXTRA PAY FOR COACHING ATHLETIC TEAMS

A committee composed of the Assistant Principal, Athletic Director, two coaches (as determined by the coaching staff), and a BHEA representative will meet commencing with the 2001-2002 school year and every two years, if necessary, and make recommendations as needed to the District and BHEA for the allocation of the units in this section by December 31. All certificated coaching payments will be issued in one or two lump sums at the midpoint and/or completion of the season, at the discretion of the Principal. Refer to Appendix A for stipend and unit amounts.

SAFETY AND CONDITIONING ACTIVITIES

Thirty (30) units shall be assigned to 14 coaches for pre-school safety and conditioning activities as approved by the principal or his/her designee not to exceed three units per coach, payable in one or two lump sums at the midpoint and/or conclusion of the assignment, at the discretion of the Principal.

Section 5.

EXTRA PAY FOR SPECIAL EXTRA-CURRICULAR ASSIGNMENTS

The high school shall receive the monetary equivalent of 63 extra pay units (refer to Appendix A for extra pay units) and each K-8 school shall receive the monetary equivalent of 17 extra pay units. The high school funds shall be distributed in the following manner: the monetary equivalent of fifty-nine (59) units shall be assigned to unit members who have extra responsibilities in Drama, Instrumental Music and Choral Music. The monetary equivalent of four (4) units shall be assigned to unit members who participate in extra responsibilities such as interscholastic competitions, fairs and other activities for which they are not already compensated.

Such funds shall be distributed each year by a site committee composed of the Principal, a BHEA Branch representative or designee, and the BHEA President or designee and approved annually by the Superintendent of Schools. Such funds shall be distributed to unit members who take part in extra-curricular activities such as, but not limited to, Choral Music, Instrumental Music, Drama, Forensics, and student interscholastic competitions. The site committee shall meet within the first month of school to distribute such funds for the current school year. The site committee shall reference the rubric in Appendix B as well as a list of previously approved assignments and their compensation levels in making their decisions. The committee may reserve some funds for future distribution should additional needs arise later in the year; if this occurs the committee shall meet and

distribute any remaining funds by May 1 of each year. A unit member may receive extra pay units when they are not otherwise compensated.

Should additional funds become available through other sources, the Principal may choose to utilize such funds for extra assignments as described below.

Unit members given extra teaching assignments (those requiring instructional planning, lesson plan preparation, the preparation and selection of instructional materials, the review and evaluation of the work of pupils, communicating and conferring with pupils, parents, staff and administrators, maintaining appropriate records, etc.) shall be paid a fraction of their salary rate equivalent to the amount of time involved in the assignment, so that a regular teaching period (typically 40-60 minutes in length) shall be compensated at 1/5 of the unit member's daily salary rate. Two 30-minute periods shall count as one regular teaching period; periods greater than 60 minutes shall count as two regular teaching periods.

Unit members shall be paid at the certificated hourly rate of pay for services provided in support of a district project or program (e.g., attendance at district workshops, working in tutoring programs, etc.).

Unit members shall be provided with a stipend (either extra pay units or a Responsibility Increment) for the creation, implementation, and/or coordination of district projects or programs.

Salary rate fractions and certificated hourly rate compensation shall be paid on a monthly basis for work completed during that month; stipends shall be paid either on a tenths basis or in one or two lump sums at the end of the first semester and/or at the end of the second semester at the discretion of the Principal.

Compensation at the rate of 1 to 3 units shall be at the discretion of the principal. Should an extra assignment be one which may merit compensation above 3 units, the Principal shall submit a proposal describing the assignment for evaluation by the Extra Pay Committee using the Initial Proposal form in Appendix B. Similar projects administered and managed separately from site to site may not be submitted under one application and must be submitted separately by each school site. Joint projects shared among multiple schools may be submitted under one application. Compensation for extra work shall be given one type of compensation per assignment; unit members may not receive a combination of hourly pay, salary pay, Responsibility Increments and/or extra pay units for the same work. Furthermore, tasks and responsibilities included in an extra pay assignment proposal may not be delegated to other employees or consultants for extra units, hourly pay, or other compensation.

All extra pay proposals granted compensation at a Responsibility Increment rate shall be resubmitted for re-evaluation on an annual basis in March if the Principal wishes for the extra pay assignment to continue; such proposals shall be submitted using the Proposal Resubmission form in Appendix B. The resubmission process may result in a change in compensation for the same assignment from year to year.

With the exception of extra assignments that are directly tied to a unit member's regular teaching assignment, extra assignments shall be approved for a term of one year, with a new approval required each year. Assignments may be granted to the same unit member

without initiating a new hiring process for a term not to exceed three (3) successive years. At the conclusion of the term, if the assignment continues, the opportunity to apply for the assignment shall be made available to all qualified unit members.

The Extra Pay Committee shall consist of three (3) certificated unit members with permanent status who are chosen to serve by the Association's designated process, and three (3) administrators who are selected by the District. One unit member shall have at least three (3) years of experience at the K-5 level within the previous six (6) school years, one unit member shall have at least three (3) years of experience at the middle school level within the previous six (6) school years, and one unit member shall have at least three (3) years of experience at the high school level within the previous six (6) school years. One administrative member shall be a current K-8 site administrator, one administrative member shall be a current High School administrator, and one administrative member shall be the Human Resources Administrator or designee. When possible, the Extra Pay Committee shall have at least one representative from each of the five District school sites.

The Extra Pay Committee shall meet three times per year, once within the first two weeks of the first day of school, once by the end of October, and once within the last two school weeks of April. Principal requests for the current school year shall be submitted prior to the first day of school and/or by the 15th of October. Principal requests for the subsequent school year shall be submitted on or before the last day of March..

The Extra Pay Committee shall evaluate all proposals and determine whether the proposed extra assignment meets the criteria for compensation at the R1, R2, R3, or R4 level, based upon the Extra Pay Rubric. Should the committee determine that a proposed extra assignment does not meet the minimum criteria for compensation at the R1 level, this will be communicated with the principal and the proposal shall be sent back to the site. Decisions of the Extra Pay Committee shall be final. However, should the Principal wish to resubmit an extra assignment for re-evaluation by the Extra Pay Committee, s/he may do so once per year by submitting a request on or before the first day of May for the subsequent school year. A determination of compensation rate by the Extra Pay Committee does not guarantee implementation of the assignment. All extra pay proposals, along with rubric ratings and other Extra Pay Committee notes, shall be archived in the Human Resources department and made available for reference. Extra Pay Committee decisions shall be communicated by title and compensation rate; additional information may be found by reviewing the archive in the Human Resources department.

At its April meeting, the Extra Pay Committee may choose to make recommendations for the revision of the Extra Pay Rubric. Suggestions for revisions shall be jointly submitted to the District and the Association for discussion at the negotiating table.

Unit members participating on the Extra Pay Committee shall be paid at the certificated hourly rate for time spent in committee meetings outside of the regular work day.

Section 6.

PLACEMENT OF TEMPORARY, PROBATIONARY UNIT MEMBERS ON THE SALARY SCHEDULE

Credit for Previous Experience

Newly employed temporary or probationary teachers may be granted a year's credit for each full year of previous teaching experience in another public or private school or district. Newly employed temporary or probationary unit members who are not classroom teachers may be granted a year's credit for each full year of previous experience in a like position in another public or private school or district. This credit shall not exceed five (5) years without special approval by the District. Credit for prior experience shall only be allowed for full years (75% or more in one assignment) of service.

Approved experience must be in an accredited public or private school. Speech therapists and school psychologists shall receive experience credit for verified service in the private sector. College, university, adult education, substitute, or part-time experience shall not be considered in evaluating previous experience. Service in the Peace Corps, Vista, military and similar prior experience shall be evaluated by the Human Resources Administrator. To the extent that such service is related to actual preparation for the position for which the unit member is being hired, up to two (2) years' prior experience shall be allowed.

Step Advancement - Temporary, Probationary, Permanent Teachers

An employee will be eligible for step advancement by serving in a continuous paid assignment of 50% or more for 75% or more of the working days for the assigned position of any school year. Step advancements shall be made for eligible employees on the first day of paid service of each year. Service in day-to-day substitute assignments does not apply to time served in a paid position.

Credit for Degrees and Units

Initial placement on the salary schedule or movement from one salary group to another shall be on the basis of earned degrees and the number of units earned after the date the B.A. is received. The earned degree must be from a properly accredited institution that is empowered to award that degree.

A change in placement on the salary schedule as a result of additional units earned shall be submitted as follows. Unit members who qualify for a salary group change must submit to the personnel office all credit slips and transcripts (documentation). Upon submission and approval of the documentation by the personnel office, the salary group change will be effective on the first day of the month following the thirtieth calendar day after receipt of the documentation.

To meet the requirements towards a salary group change, unit members shall submit a "Prior Approval Request for University or College Classes for Salary Credit" form or the "Equivalent Units for Salary Credit" form at least two weeks prior to the start of the workshop, class, conference or program for which credit is being requested. Salary credit is to be granted only for workshops, classes, conferences or programs being taken for professional growth purposes and shall not be granted for workshops, classes, conferences or programs being taken for recreational purposes. In addition, salary credit

is to be granted only for workshops, classes, conferences or programs which have received approval from the Human Resources Administrator.

Section 7.

LIMITATIONS ON UNITS FOR SALARY CREDIT

During the regular school year, university units or equivalent units for salary may not exceed a total of thirty (30) quarter or twenty (20) semester units. The Human Resources Administrator, upon receipt of a prior written request, is authorized to approve additional units taken during the school year if required by the institution for an advanced degree or certification or credential program. There shall be no limit on the number of such units that may be earned during any one summer.

In unusual circumstances, the Human Resources Administrator, upon receipt of a prior written request, is authorized to approve additional units taken during the school year if required by the institution for an advanced degree or certification or credential program.

Section 8.

EQUIVALENT UNITS FOR SALARY CREDIT

An employee may request equivalent unit credit for a class, workshop, conference or program participated in outside of regular working hours. At least 16 hours of participation must be involved for each equivalent unit requested for workshops, classes, conferences or programs for which formal university credit is not granted. Equivalent units may not exceed two (2) per year. Repeated participation in a particular class, workshop, conference, or program shall earn no more than four (4) total units.

Prior approval for equivalent units is required on the Equivalent Units for Salary form.

Section 9.

CONVERSION OF QUARTER UNITS

All Board Policy or Contract statements involving university or college study refer to semester units. A quarter unit is the equivalent of $\frac{2}{3}$ of a semester unit.

Section 10.

EXTRA DUTY ASSIGNMENT

Unit members who are assigned to teach an extra period of a regular school class for one semester or one year shall be compensated only for days of service at $\frac{6}{5}$ (six fifths) of their regular salary rate. Responsibility Factors and Incentive Increments are not included. Extended Day or special interest classes shall be compensated at the current certificated hourly rate. The certificated hourly rate listed in Appendix A shall be increased based on any increase to the base salary schedule. Such assignments may be terminated at the discretion of the District. This section does not apply to unit members who are assigned to cover classes due to the temporary absence of the regular teacher.

Section 11.

INITIAL SALARY WARRANT

A school month for salary purposes aligns with a calendar month.

For the 2016-2017 school year and each school year thereafter, unit members shall be paid once every school month for eleven (11) school months, regardless of the established work calendar, except for the first school month. The first salary warrant for all temporary, probationary and permanent unit members shall be paid during the fourth week of the first school month, regardless of the established work calendar. This warrant shall approximate the salary earned during the first three weeks of the first school month. The balance of the first month's salary shall be paid on the first day of the second school month. Each succeeding warrant shall be paid on the first day of each school month.

Section 12.

SALARY FOR PART-TIME UNIT MEMBERS

Part-time unit members shall be elected to either 1/5, 2/5, 1/2, 3/5, or 4/5 assignments. Class teaching time shall be in the same proportion as assigned to a full-time teacher on a weekly basis. Compensation shall be in the amount that bears the same ratio to the amount provided full-time teachers as the time served bears to the time actually served by the full-time teacher of the same grade or subject assignment. Earned Incentive Increments shall be paid part-time unit members on the same basis as if they were full-time unit members.

Position Sharing

When the educational needs of the District and students may be maintained or enhanced by unit members employed in combinations of 1/5 assignments, adding up to a 5/5 assignment, position sharing shall be considered by the District. Only the unit member with a 3/5 or more assignment in such a team shall be entitled to fringe benefits (except sick leave accumulation and use). Such an arrangement shall be subject to the mutual agreement of the unit members involved, the Principal and Superintendent or his/her designee. Position sharing assignments shall be reviewed and approved annually by the District. If the unit member teaches 75 percent of the number of days of the school year half time or more, he or she shall receive a salary step increment.

Section 13.

PAYMENT FOR SCHOOL HOLIDAYS

Unit members shall receive pay on holidays prescribed by the District or Education Code during the school calendar year.

Section 14.

MILEAGE ALLOWANCE

Unit members who are required and authorized by the District to use their own vehicles for school business shall be reimbursed for such school business related mileage at the current IRS revenue procedure amount per mile. This amount shall be adjusted during the period of this contract as changes are made by future IRS revenue procedure announcements as regularly reported by the Los Angeles County Office of Education.

Section 15.

SCHOOL LIBRARIES

Unit members who work voluntarily in a school library beyond their regular schedule shall be paid the current certificated hourly rate, subject to prior written administrative approval and mutual agreement as to the work schedule.

Section 16.

REPLACEMENT PAY

If the District is unable to obtain a substitute for an employee who has given prior notice of absence or when a certificated employee is absent from class for illness, "personal emergency," or "administrative assignment," a unit member may be assigned as a replacement teacher under the following conditions:

1. The unit member has volunteered to serve as a replacement teacher for the school year.
2. The replacement teacher shall be paid monthly for the number of hours of such service at the current certificated hourly rate. A 40 to 60 minute period shall constitute an hour of service.
3. When no volunteer is available, the principal may assign any unit member at the rate of pay specified above.

When changes in the regular schedule occur due to assemblies, field trips, District-required testing, and other special programs, the provisions of this section do not apply unless the replacement teacher's weekly teaching assignment has been increased.

Section 17.

INCENTIVE INCREMENTS

Persons who have completed incentive increment programs prior to July 1977 shall continue to receive annual increments in effect at the time of completion of a program. Persons who have entered a program prior to September 1976 shall receive increments annually upon completion of the program. These increments shall be in the amount in effect in District policy at the time the person entered the program. No new programs may be started after 1976.

Section 18.

AUTHORIZED DEGREES, UNITS

All degrees and units for salary purposes referred to in this Article, except equivalent units, Section 8, must be obtained from a college or university accredited by the Western Association of Colleges and Universities or its counterpart in other geographic areas. The District shall make a decision on this matter at the initial time of placement on the salary schedule or at the time of prior approval to commence coursework.

The title "Doctor" may be used in the District only if the degree was obtained from a university accredited by the Western Association of College and Universities or its counterpart in other geographic areas.

Section 19.

WORKSHOP PAY

The District shall pay unit members for workshop participation the current certificated hourly rate of pay. Workshop scheduling, including length of time required and location of the workshop, shall be at the discretion of the District.

**ARTICLE V
HEALTH, WELFARE, AND OTHER BENEFITS**

The District and the Association shall form a joint committee to make recommendations to the parties regarding the provision of health, welfare and other benefits. The committee shall investigate various plans and methods for providing benefits, including miscellaneous insurances.

Section 1.

BENEFITS

Effective upon entering into a contract with a health care provider, the District shall provide health plans to eligible unit members and their eligible dependents, including domestic partners as defined in the California Family Code Section 297. Medical plans offered by the district will include at least two HMO's, including Kaiser, as well as at least one PPO. The district shall contribute up to an annual maximum amount towards district medical, dental, and vision insurance for eligible unit members, and their eligible dependents, including domestic partners. Effective January 1, 2007, the District shall allow employees whose spouses or domestic partners also work for the District to combine the district's annual maximum contribution amount towards district medical, dental, and vision insurance. ~~Effective July 1, 2014, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,250, and effective July 1, 2015, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,500, and effective July 1, 2016, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$8,500.~~ *Effective July 1, 2018, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$9,750, and effective July 1, 2019, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$10,250, and effective July 1, 2020, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$10,750.*

Unit members hired prior to July 1, 1997, shall be eligible to purchase voluntary insurances, including cancer insurance, life insurance (up to \$50,000), income protection insurance, or other mutually agreed upon plans made available by the district. The district shall make available at least three options for such voluntary insurance plans, including at least one CTA-sponsored vendor. The district's maximum annual contribution amount shall be used by unit members hired prior to July 1, 1997 who choose to purchase the aforementioned insurance plans if their health plan premiums (medical, dental and vision) are under the annual cap. All other unit members are eligible to apply for and purchase, if accepted by the carrier, the aforementioned insurance plans via payroll deductions.

Insurance carriers and/or the health plans may be changed by mutual agreement of the District and the Association.

For purposes of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as the district contribution set forth above.

A unit member under contract until the last day of the school year shall be entitled to continued coverage under the health, dental, and vision plans until the first day of the second school month of the ensuing school year.

Enrollment

Eligibility for unit member enrollment or additional dependent coverage enrollment in the health, dental, and/or vision insurance plans shall be in compliance with the established administrative regulations of the District and/or the carrier(s) described above.

Section 2.

LEAVE OF ABSENCE

The District shall continue to contribute toward an eligible unit member's health benefits while that unit member is on fully-paid leave status, in the same manner as if the unit member had remained in regular service.

Unit members on District approved, non-paid leaves of absence may elect to continue coverage for themselves and dependents by mailing, in advance, the entire premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedure established by the District's Business Office.

Cancellation: The unit member's (and eligible dependent's) insurance coverage under the District's health insurance programs shall be cancelled if the leave expires and the unit member does not return to active duty or if a premium payment is not received in accordance with the health plan's procedures.

Section 3.

ELIGIBILITY OF UNIT MEMBERS WORKING IN LESS THAN 100% ASSIGNMENTS

Any unit members who tandem teach shall not be entitled to receive a total of more than one full-time equivalent for the shared position.

No unit member whose assignment is less than 50% shall be entitled to any health and welfare benefits. A unit member whose assignment is 50% or more shall be eligible to receive the Benefits set forth in Section 1. For shared contract criteria related to benefits refer to District Board Policy.

Section 4.

REPLACEMENT OF HEALTH INSURANCE CARRIERS

In the event a health insurance carrier is terminated, the District shall attempt to find a suitable Preferred Provider option, a Health Maintenance option and if possible an indemnity medical option. It is agreed that Pacificare, Blue Shield/Blue Cross, and Kaiser are suitable PPO and/or HMO providers. The District shall make a good faith effort to contract with these providers. The parties agree that continuity of medical insurance coverage for eligible unit members and retirees is of paramount importance and that the District may contract with other health insurance carriers prior to meeting and negotiating with the Association. Nothing herein shall be deemed to be a waiver of the Association's right to seek subsequent changes of health insurance carriers or improvements to medical plans implemented by the District as a replacement.

The District shall meet with the Association upon request to negotiate any needed changes to the replacement plans at the earliest possible date.

Section 5.

STRS DISABILITY LEAVE HEALTH AND DENTAL BENEFITS

Once a unit member has been approved for an STRS Disability Leave and once a disability payment is received from STRS by the unit member, he or she may be granted twelve (12) months Personal Disability Leave. While on Personal Disability Leave for up to twelve (12) months, the unit member shall receive the same medical and dental benefits paid by the District as if he or she were a regular unit member. The District may consider extension of such benefits in unusual circumstances but not to exceed a total of twenty-four (24) months for any unit member under STRS Unit Member Disability Leave. A unit member who remains on STRS Disability Leave for more than twenty-four (24) months may continue on leave status with the District upon request for fifteen (15) additional months, or a total of thirty nine (39) months.

Section 6.

RETIREEES – AGE 55 TO 64

Effective July 1, 2015, unit members employed by the District at the time the unit member retires from the District under the State Teachers Retirement System on or after reaching the age of fifty-five (55) shall be entitled to a District contribution for medical, dental, and vision insurance up to an annual maximum amount equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners for medical, dental, and vision insurance plans offered by the District as follows:

- a. After ten (10) years of certificated service in the District, for eight years (8) or up to age 65, whichever occurs first.
- b. After twenty (20) or more years of certificated service in the District, for ten (10) years or up to age 65, whichever occurs first.

Unit members who retire under this section shall be responsible for paying any costs in excess of the District maximum contribution by mailing, in advance, the remaining premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedures established by the District's Business Office.

RETIREEES – AGE 65 AND OVER

Retirees under the State Teachers Retirement System may maintain unit member and/or dependent medical, dental, and vision coverage by mailing, in advance, the entire premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedures established by the District's Business Office. Retiree coverage is subject to the approval by the appropriate insurance carriers. If coverage is not granted by the insurance carrier, a retiree's payment for coverage shall be returned as soon as possible.

Cancellation: Retirees and/or eligible dependent medical and dental insurance coverage shall be cancelled if a premium payment is not received in accordance with the health plans' procedures.

Section 7.

RETIREMENT PLANS

There are three (3) retirement plans provided for eligible unit members represented by the Association under the terms and conditions described below:

Plan #1. Regular Retirement with Health Benefits Program

Effective July 1, 2015, unit members who reach age 55, meet the requirements of STRS and have ten (10) or more years of temporary, probationary or permanent service in the District, may retire and receive a District contribution for medical, dental and vision insurance of up to an annual maximum amount equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners for medical, dental, and vision insurance plans offered by the District up to age 65, but not exceeding eight (8) years.

Effective July 1, 2015, unit members who reach age 55, meet the requirements of STRS and have twenty (20) years or more of temporary, probationary or permanent service in the District, may retire and receive a District contribution for medical, dental and vision insurance of up to an annual maximum amount equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners for medical for medical, dental, and vision insurance plans offered by the District up to age 65, or for ten (10) years, whichever occurs first.

The ten (10) year requirement for service shall not apply to unit members hired prior to July 1, 1982. Unit members substituting after age 65 may maintain coverage for themselves and eligible dependents by reimbursing the District in advance for premiums required for such coverage on a monthly basis subject to carrier approval.

Plan #2. Pre-Retirement Consultant Program

Unit members who reach the age of 50 and up to age 64 may apply for this plan. To be eligible, a unit member must have served for ten (10) years of part-time or full-time consecutive service, including approved paid leaves, in the Beverly Hills Unified School District. These ten (10) years may be interrupted by approved non-paid leaves but such leave will not count for any of the ten (10) years. If the District and the unit member, age 55 or over, mutually agree, the eligible unit member must retire under STRS and may enter into a yearly contract, not to exceed five (5) one-year contracts, to provide special services for the District. A unit member entering into this program between the age of 50 and 54 must resign and enter into a yearly contract, not to exceed five (5) one-year contracts, to provide special services for the District. These special services shall not include teaching a regular class or course or substitute teaching. Special services must be approved in advance annually by the Superintendent or his/her designee. Reimbursement for special services rendered shall be at the maximum rate allowed by the Education Code each year. Such rate shall be divided by 33 to arrive at a daily rate of pay, and the unit member's assignment shall be no less than ten (10) days nor more than thirty-three (33) days.

Unit members who do not complete their assignments or whose service is deemed unsatisfactory by the District shall be terminated from the program and all benefits at the

close of the annual contract period. Unit members so terminated may appeal directly to the Superintendent of Schools but are not eligible for grievance procedures provided for in this contract. The Superintendent of Schools shall review the case with the Board of Education and make a final decision. Participants may apply for this program annually for five (5) years or to age 65, whichever occurs first. After a participant has entered the program, he/she may drop his/her participation at any time by written notice to the District. A participant who drops from the program voluntarily or is terminated from the program by the District shall not be reemployed by the District except as a day-to-day substitute teacher, adult education or home teacher.

Effective July 1, 2015, a participant who enters the program after July 1, 1979 shall receive a District contribution for medical, dental, and vision insurance of up to an annual maximum amount equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners for medical, dental, and vision insurance plans offered by the District as stated in Plan #1. The five-year limit on medical, dental, and vision benefits provided to unit members who retired prior to July 1, 1979 shall not be changed.

Application for Plan #2 may be initiated by the unit member no later than February 15 of the school year. There shall be a limit of twenty (20) participants in this program during any school year. If there are more applicants than twenty (20), the applicant with greatest number of years of paid service in the District shall be given priority.

Plan #3. Pre-Retirement Part-Time Employment

If the District and a certificated unit member mutually agree, such a unit member may apply to reduce his/her assignment from full-time to part-time and maintain retirement benefits under the following conditions:

The unit member must have reached the age of 55 prior to participation in this program and must make application for a reduced assignment at least sixty (60) days prior to the close of any regular semester.

The unit member must have been employed full time at least ten (10) years (without a break in service) in a position requiring certification. The immediately preceding ten (10) years of such employment must be with the Beverly Hills Unified School District.

Application for pre-retirement, part-time employment may be initiated at the option of the unit member. The District shall decide whether or not to approve the application based upon the needs of the students, the staffing pattern of the school or department, and length of service of the teacher. No more than four (4) teachers from any school will be permitted to enter this program and no more than two (2) from grades K-5 from any one school or from any one department per year. This limitation may be exceeded by special approval of the District. After a unit member has entered this pre-retirement program, he/she may discontinue his/her participation at the close of any semester with sixty (60) days prior notification to the District, and his/her employment with the District will be terminated accordingly at the close of said semester. A unit member in the program shall be reinstated to full-time regular service at his/her request with sixty (60) days notice but only at the beginning of a regular school semester. Such unit member shall be limited to a total of five (5) years in any subsequent early retirement program including the years served under Plan #3. Participation in this pre-retirement program is limited to five (5) years. Consideration for unit member preference for assignments within a school or

grade level will be given; however, the final decision for assignment shall be based upon the needs of the District.

If the District determines that a replacement teacher will not be needed for the certificated unit member reducing his/her workload, such part-time service may be from 1/2 to 3/5 for one full year, or one full semester followed by one semester of no service. If a replacement teacher is required, the part-time assignment shall be 1/2 time, consisting of one semester of full service and one semester of no service each year.

The salary of the pre-retired unit member will be a pro-rata share of the salary and incentive increments he/she would earn if he/she had continued full-time employment. He/She shall retain all other rights and benefits during the pre-retirement program, including full sick leave and medical, dental, and vision benefits, to which he/she would be eligible had he/she remained on full-time employment. Sick leave benefits will accrue in proportion of service rendered to a full-time assignment. The pre-retired unit member shall have an equal opportunity for summer school assignment, according to District policy.

During the pre-retirement period, the District and the unit member will continue to make retirement contributions in accordance with the Education Code.

Plan Transfers

A participant in Plan #1 may not transfer to any other plan. A participant in Plan #2 may transfer to Plan #1. A participant in Plan #3 may transfer to Plan #1, or #2, if eligible.

The total number of years of service or benefits in a combination of Plans #2 and #3 may not exceed five (5) consecutive years or extend beyond age 65, whichever occurs first. A participant in Plans #1 and #3, if elected as a day-to-day substitute teacher, shall be placed on the highest step of the substitute salary schedule.

Part-time Employment - STRS Participation

Retirement contributions by a unit member on regular part-time assignments not included above shall have STRS contributions from the unit member and District and shall be in the same proportion the part-time assignment bears to a full-time assignment.

Section 8.

INTER-DISTRICT STUDENT PERMITS FOR EMPLOYEES

To the extent permitted by law, unit members regularly employed half-time or greater shall be eligible to receive an inter-district permit for enrollment of their children in the District. All children enrolled in the District while this provision is in force will retain the right to continue their enrollment in the District through high school matriculation as long as the unit member parent or guardian of the child remains employed by the District. Eligible unit members shall have the right to request enrollment for their child in the school of their choice provided the District determines there is space available. Eligible unit members shall be notified as to which school their child has been enrolled at least one week prior to the first day of school. This provision shall be effective only for the duration of any extension to the Supplemental Agreement between the District and the City of Beverly Hills for the provisional use of District recreational facilities by City residents, which expires on June 30, 2017. If this agreement is not extended beyond June

30, 2017, the inter-District attendance rules and procedures for unit members' children shall be governed by District board policy and administrative regulations.

**ARTICLE XX
COMPLETION OF MEETING AND NEGOTIATING**

Section 1.

This Agreement and negotiated policies described in Article X, definition of a "grievance," constitute the sole agreement between the parties hereto and supersede all prior agreements and understandings, oral or written, expressed or implied, between the District and the Association and its employees.

Section 2.

Both parties agree to support this Agreement during its term, and will not seek change or improvement of the terms hereof unless by mutual agreement, *except that either party may re-open Article IV (Hours) and/or Article VIII (Class Size) as it relates to any District reconfiguration or closure of one or more schools.*

Section 3.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures and over State laws to the extent permitted by State law. In the absence of specific provisions in this Agreement, all unspecified practices, policies and procedures are within the sole and exclusive authority of the District.

Section 4.

In the event any article, section or portion of this Agreement shall be declared invalid by a court of competent jurisdiction or is found to be in contravention of any Federal or State law or regulation, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect. The parties to this Agreement will meet and renegotiate said affected sections upon request thereon of the Agreement within twenty (20) working days.

Section 5.

The District shall provide each unit member with a copy of the ratified agreement.

Section 6.

The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary or capricious. Every effort shall be made to implement the rules of this Agreement in a uniform manner.

**ARTICLE XXI
TERM OF AGREEMENT**

This Agreement shall be in full force from July 1, 2018, to and including June 30, 2021.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Approved by formal action of the Board
of Education of the Beverly Hills
Unified School District on

Approved by the employee
organization on

Date:

Date:

by

by

Lisa Korbatov
President
Board of Education

Ethan Smith
Certificated President
BHEA/CTA/NEA

**ARTICLE XXII
PEER ASSISTANCE AND REVIEW (PAR)**

The Beverly Hills Education Association and the Beverly Hills Unified School District are committed to providing the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in meeting the California Standards for the Teaching Profession. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Section 1.

JOINT COMMITTEE

1. The Joint Committee shall consist of three (3) certificated classroom teachers who are chosen to serve by the Association's designated process, and two (2) administrators who are selected by the District. In order for unit members to be eligible to serve on the committee, they must:
 - a. Hold permanent status and a credential
 - b. Have a minimum of eight (8) years of experience in classroom instruction, three (3) of which are in BHUSD
 - c. Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

If possible, the teacher members of the committee shall be from different work sites and have recent experience at the elementary, middle and high school.

2. Teacher representatives on the Joint Committee shall serve for a three-year period. Initially, teacher representatives shall be selected to a 1-, 2-, or 3- year term. Teacher members shall be limited to two (2) consecutive terms. The District shall maintain the continuity of administrative participation on the Joint Committee.
3. The Joint Committee will appoint co-chairpersons (one teacher, one administrator) on an annual basis.
4. The Joint Committee shall establish its own meeting schedule, but shall meet at least three (3) times per year. To meet, four (4) of the five (5) members of the Joint Committee must be present. However, during the selection of Consulting Teachers, and when reports are being presented or discussed regarding Participating Teachers, all five (5) members of the Joint Committee must be present. Decisions of the Joint Committee shall be made by a simple majority.
5. The Joint Committee members who are in the bargaining unit shall be paid a stipend of ~~\$1000.00~~ (*see Appendix A for the amount*). Fifty percent (50%) of the stipend shall be paid at the end of the first semester. Fifty percent (50%) of the

stipend shall be paid at the end of the second semester. Teachers who are members of the Joint Committee shall not be released from their regular duties to attend meetings. All meetings of the Joint Committee shall be in a closed setting, as long as it does not violate the public meeting rules of the Brown Act.

6. The Joint Committee shall be responsible for the following:
 - a. Arranging and participating in annual training for the Joint Committee members.
 - b. Establishing its own rules of procedure.
 - c. Complying with the negotiated procedures for selecting the panel of Consulting Teachers (Subsection 4 of this article).
 - d. Selecting trainers and/or training providers.
 - e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program. Such training may include PAR program requirements, peer coaching, adult learning theory, and due process.
 - f. Sending written and electronic notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - g. Assigning the Consulting Teachers to the Participating Teachers after reviewing the needs of Participating Teachers and the strengths of each Consulting Teachers. Consulting Teachers must be trained before assignment begins. Assignment will be based on the best match (grade level appropriateness, teaching experiences, training, curriculum strengths, skills, etc.). Each Consulting Teacher and each Participating Teacher shall be granted one appeal to an assignment in a school year. The Joint Committee will hear appeals.
 - h. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - i. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations.
 - j. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program. The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance..
 - k. Reviewing annually the impact of the PAR program in order to improve the program, including reviewing the District's PAR program in comparison with model PAR programs in other districts.
 - l. Reviewing the logs submitted by the Consulting Teachers.
 - m. Determining the effectiveness of the Consulting Teacher.
 - n. Working with the Human Resources department to conduct outreach and training related to the PAR program for unit members and administrators as needed.
 - o. Providing feedback to the District and BHEA with regards to the efficacy and implementation of the evaluation process and its interaction with the PAR process.

7. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
8. Unit members who are Consulting Teachers or Joint Committee members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

Section 2.

PARTICIPATING TEACHERS

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An "unsatisfactory final evaluation" is defined as: an evaluation received at least 30 days before the end of the school year, which lists an "overall unsatisfactory" rating on the Summary Evaluation Form.

Once a teacher has been referred for participation in PAR, the following steps will occur:

- a. A meeting will be held before the end of the school year between the evaluator and the teacher being evaluated to develop a Written Performance Plan. The Written Performance Plan shall specify what the teacher must do in order to have satisfactory performance in the identified areas. (See Article IX, Professional Assessment of Teaching Personnel).
 - b. On or before October 1st of the following school year the administrator-evaluator, the Participating Teacher and the Consulting Teacher shall meet to develop the Peer Assistance Plan, which becomes a component of the Written Performance Plan. The Peer Assistance Plan shall include the remediation model to be used.
2. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program, subject to PAR funding. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only; however, the Volunteer Participating Teacher shall meet with the administrator-evaluator and the Consulting Teacher within two weeks of self-referral and approval of PAR Program participation to identify and agree upon goals and desired outcomes of the Volunteer Participating Teacher's participation in the PAR Program. Once approved to participate in the PAR Program, the Volunteer Participating Teacher must remain in the program for a minimum of five months or the remainder of the school year, whichever is less.

Section 3.

CONSULTING TEACHERS

1. Consulting Teacher is a teacher who assists a Participating Teacher pursuant to the PAR Program. A Consulting Teacher may also serve as a BTSA support provider, if s/he meets the eligibility requirements of the BTSA program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures (Subsection 4 of the Article), provided that the following shall constitute minimum qualifications:
 - a. A credentialed classroom teacher with permanent status.
 - b. A minimum of eight (8) years experience in classroom instruction, three (3) of which are in BHUSD. Lacking a sufficient number of applicants who meet this criterion, five (5) years of experience in classroom instruction will be accepted.
 - c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. A stipend of shall be paid to those Consulting Teachers and BTSA support providers who are assigned to assist participating teachers at ~~the a~~ rate of \$2315.00 per assigned teacher (*see Appendix A for the amount*). Consulting teachers shall not be assigned more than two teachers to support unless prior approval is granted by the Joint Committee. Fifty percent (50%) of the stipend shall be paid at the end of the first semester, subsequent to the panel receiving the CT progress report. Fifty percent (50%) of the stipend shall be paid at the end of the second semester, subsequent to the panel receiving the CT final report. Consulting Teachers shall be provided release time as needed. Consulting Teachers shall receive the current certificated hourly rate for attendance at training or other work required by this program that occurs beyond the regular work year.
3. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
4. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

Consultation with Referred Teachers

5. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.

6. The Consulting Teacher shall conduct multiple formal and informal observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
7. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide monthly written reports to the Referred Participating Teacher for discussion and review.
8. Consulting Teachers shall maintain a monthly log of their activities for review by the Joint Committee.
9. The Consulting Teacher shall continue to assist the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher meets the goals of the Peer Assistance Plan, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
10. The Consulting Teacher shall submit a final report regarding the Referred Participating Teacher to the Joint Committee.
11. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) workdays, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee.

Consultation with Volunteer Teachers

1. A Volunteer Participating Teacher shall notify the Joint Committee of his/her desire to receive assistance. Notification may occur anytime during the school year, depending on the availability of Consulting Teachers and funding.
2. Should the Volunteer Participating Teacher be admitted to PAR, the Consulting Teacher shall meet with the Volunteer Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan within 20 working days. The Consulting Teacher shall conduct multiple formal and informal observations of the Volunteer Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
3. The Consulting Teacher shall monitor the progress of the Volunteer Participating Teacher and the two shall meet for periodic discussions.
4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site administrators, the evaluator or the Joint Committee.

5. The Consulting Teacher shall submit a final report regarding the Volunteer Participating Teacher to the Joint Committee.

Consultation with Beginning Teachers

1. When a Consulting Teacher serves as a BTSA support provider, the guidelines established by the BTSA (Beginning Teacher Support and Assessment) program, set forth in Appendix J shall control.
2. Beginning Teachers will only be involved with the BTSA program. No reports shall be submitted to the Joint Committee.

Section 4.

RULES AND PROCEDURES FOR SELECTION OF CONSULTING TEACHERS

1. Selection will occur in April/May for the following year or as the need arises for Consulting Teachers. An application packet shall be provided in April and be completed by each eligible candidate.

Eligible applicants are required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- a. A reference from another teacher, including resource teachers and special education teachers.
- b. A reference from an Association representative.
- c. A reference from a building principal or immediate supervisor.

All applications and references shall be treated with confidentiality.

2. Consulting Teachers shall be selected by a majority vote of the Joint Committee following screening of the written applications, oral interviews, and/or classroom observations may be made by the Joint Committee.

All interviews shall follow the same design with the same time frame.

Finalists from the interviews may be observed in their classrooms by the same two members of the Joint Committee (one teacher, one administrator).

Observations shall be based on a model lesson which includes:

- a. Standards-based lesson plan
 - b. student work from the lesson
 - c. self-critique of the lesson taught
3. The recommendations for Consulting Teacher selection from the Joint Committee shall be forwarded via the Department of Human Resources to the governing board for personnel action.

4. The term of the Consulting Teacher shall be two (2) years, and a teacher may not serve in the position for more than two (2) additional terms. Initially, Consulting Teachers shall be selected for a two- (2) or three- (3) year term, to stagger the two-year cycle. Subsequent terms shall be for two (2) years.
 - a. If a Consulting Teacher leaves the District or is unable to serve, the position shall be filled based upon need as determined by the Joint Committee.
 - b. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

Section 5.

OTHER PROVISIONS

Expenses for the PAR program shall not exceed the PAR revenues received from state funding sources.

1. Indirect/administrative costs shall not exceed five percent (5%) of the total PAR budget and shall be itemized in the District budget documents. In the event the program is no longer funded, the program shall be cancelled.

MEMORANDUM OF UNDERSTANDING ON CLASS SIZE
Between the Beverly Hills Unified School District (District) and the Beverly Hills
Education Association ("BHEA")

October 31, 2016

1. Effective July 1, 2016 through December 31, 2018 only, the class size limit in grades TK, K, 1st, 2nd and 3rd grades (referred to as TK-3) shall be 21. The District shall not exceed the limit by more than two students in any TK-3 class. In the event the District exceeds the limit by one student in any TK-3 class, the District shall compensate the affected teacher for increased workload in the amount of 4.76% of the teacher's annual salary, prorated monthly. In the event the District exceeds the limit by two students in any TK-3 class, the District shall compensate the affected teacher for increased workload in the amount of 9.52% of the teacher's annual salary, prorated monthly. The District shall pay such compensation on a monthly basis.

For example a TK teacher with a base salary of \$57,788 who has 22 student enrolled at the end of a school month would receive a monthly stipend of \$250.00. [.0476 x \$57,788 = \$2750.71 x 1 students = \$2750.71 divided by 11 months = \$250.06, rounded off to the nearest dollar equals \$250.00]

This Section 1 shall supersede Article VIII, Class Size, i.c. during the term of this Memorandum of Understanding.

2. This Memorandum of Understanding shall not establish, nor be asserted as establishing, any precedent and/or practice between the District and BHEA and shall not be offered by either party as evidence of a practice in any matter concerning the interpretation of Article VIII, Class Size, in the certificated collective bargaining agreement.
3. BHEA shall withdraw with prejudice its class size grievance originally filed electronically on September 9, 2016, upon ratification by both parties. The District and BHEA shall withdraw with prejudice and not pursue any pending or contemplated unfair practice charges against each other arising out of 2015-2016 negotiations, upon ratification by both parties.
4. This Memorandum of Understanding shall expire on ~~December 31, 2018~~ *June 30, 2019*, and thereafter revert back to applicable provisions under Article VIII, Class Size, in the Certificated Collective Bargaining Agreement, unless modified by written agreement between the District and BHEA. Either party may reopen negotiations on this Memorandum of Understanding during its term.