



Beverly Hills
Unified School District
CREATING A WORLD CLASS EDUCATION

Collective Bargaining Agreement Between
**The Beverly Hills Unified
School District**
and
**The Beverly Hills
Education Association
Instructional Assistants
Unit**

2012-13, 2013-14, 2014-15

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AGREEMENT

THIS AGREEMENT is made and entered into this July 1, 2012 by and between the Beverly Hills Unified School District (hereinafter the “District”), and the Beverly Hills Education Association, CTA/NEA, Instructional Assistants Unit (hereinafter the “Association”).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

The District recognizes the Association as the exclusive representative for the following unit of unit members:

Instructional Assistants

- English Language Learners
- Gifted and Talented
- Health Assistant
- Music: High School
- Performing Arts: High School
- Physical Education
- Playground (when performed by an IA)
- School Improvement
- Special Education
- Title I

ARTICLE II ASSOCIATION RIGHTS

Section 1

The District shall designate bulletin board space at each location, in areas frequented by the unit members for use by the Association. All materials posted must be dated and signed by an official representative of the Association who is knowledgeable about said material. The school Principal and Superintendent shall be provided with a copy of such material.

Section 2

The District shall distribute through its internal mail system any Association material which conforms to Section 1 above. The Association officers shall have the right to other means of communication, subject to regulations by the District, including electronic technology, provided there is no interference with District business or unit member work time. The Association shall provide the District, on annual basis, with a list of officers who may use these means of communications.

Section 3

Authorized representatives of the Association shall be permitted to transact official Association business on school property after reporting to the Principal's Office. Visitations shall be timed and conducted so as not to interfere with unit members' work assignments or the educational process.

Section 4

Association meetings among unit members covered by this Agreement may take place on school premises while school is in session only when the meetings take place during unit members' lunch periods, or in other duty free time, as long as it does not interfere with school operation. No such meeting shall conflict with a staff or in-service meeting called by the Principal or other District management according to schedule. Except in unusual circumstances, Thursday afternoons shall be reserved for Association meetings.

Section 5

The Association may designate in writing up to five (5) unit members per school year to participate as representative of the Association in the meeting and negotiating process. Each of the persons designated, not to exceed five (5), shall be granted released time for five (5) days for attendance at meetings and negotiation sessions with representatives of the District. Additional time if needed, shall be provided by agreement between the parties. The Association or the designated unit member must give the District as much advance notice of such attendance as possible but not less than two (2) working days in order for the released time to be compensated by the District. In negotiation meetings not more than five (5) designated representative and two (2) designated alternates of the Beverly Hills Education Association shall meet in private sessions with District representatives. If either party wishes to bring a consultant or person not on the negotiation team to speak on any item on the Agenda or be a witness to negotiations, this shall be permitted with twenty-four (24) hours notification of the other party. Not more than three (3) consultants or witnesses, in addition to the representatives and alternates,

shall be invited to speak or witness negotiations for either party on any item on the Agenda.

Section 6

Upon request, the District shall provide a list of all unit members, including their names and addresses and the amount of dues and services fees deducted from each unit member's pay warrant. The District shall remit monthly to the Association the amount of the dues and fair share service fees deducted from all unit members' pay warrants.

Section 7

Dues Deduction

The Association shall have those rights to have its membership dues and fair share service fees deducted through payroll deduction as specified in Government Code Section 3543.1 (d). The District shall deduct one-tenth (1/10) of such dues from the regular pay warrant of the unit member each month for ten (10) months. Deductions for unit members who commence their duties after the commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Nothing in this section shall restrict the right of a unit member to pay service fees directly to the Association in lieu of salary reduction.

Upon written authorization by the unit member, the District shall deduct and make appropriate remittance for annuities, insurance plans, credit union, savings bonds, charitable organizations and other plans or programs jointly approved by the Association and the District.

Section 8

Organizational Security

Any unit member covered by this Agreement who either is a member of the Association on the day this Agreement is signed, or who becomes a member of the Association at any time during the term of this Agreement, shall as a condition of employment be obligated during the term of this Agreement to contribute to the Association the normal initiation fee, unified dues, and general assessments of the Association, subject to any rebate or fee reduction requested by the unit member that is provided by law. Such dues, fees and assessments shall be withheld from each Association member's monthly pay warrants.

Any unit member covered by this Agreement who does not choose to become a member of the Association within thirty (30) days of the commencement of their duties during the term of this Agreement shall nevertheless be required to contribute to the Association a monthly "service fee", payable to the Association, which shall be equal to the normal monthly dues required of all Association members. Such service fees shall be withheld from each unit member's monthly pay warrants. Such service fees may alternatively be made in a single payment to the Association on or before the thirtieth (30th) day of the commencement of the unit member's duties.

The contribution required under the preceding paragraph shall not be applicable to substitute unit members, or to members of a religious body whose traditional tenet or teachings include objections to joining or financially supporting unit member organizations. The unit member shall submit a letter to the Association offering the religious reasons the unit member objects to paying the fee to the Association. The unit member shall not be required to submit more than one letter during the life of this agreement. However, in the case of those persons who are members of such religious bodies with objections to such payments, such persons shall contribute an amount equal to the normal monthly dues required of Association members to the following non-religious, non-labor organizations, charitable funds which are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

American Cancer Society, American Heart Association, or City of Hope.

Such payment shall be made, and proof of payment shall be provided to the Association and the District, on or before the thirtieth (30th) day of employment in the District. Such proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of fair share service fees. If the religious objector fails to comply with these obligations, the District shall immediately begin automatic payroll deduction in an amount equal to the normal monthly dues required of Association members as provided in Education Code Section 45061.

The Association shall designate and assume the defense of the District, and agrees to indemnify and hold the District harmless against any reasonable legal fees and legal costs and settlement or judgment liability arising from any court action and/or administrative proceeding by unit members challenging the legality or constitutionality of EERA Section 3543(a), 3543.1 (d), 3546 and 3546.3 and Education Code Section 56061 and their implementation under this Agreement. The Association shall have the exclusive right to decide and determine whether any such court action or administrative proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

Section 9

Provided the public notice requirements established by state law are satisfied, the parties agree to commence negotiations for a successor agreement in March of the year the collective bargaining agreement expires. It is the desire of the parties to reach agreement prior to the expiration of the current agreement. If it is not possible, the parties shall meet at mutually agreeable times in an effort to reach agreement prior to the start of the following school year.

Section 10

The Association shall receive copies of School Board Agendas with attachments and School Board Minutes prior to scheduled meetings.

Section 11

The Association shall have the right to represent all unit members identified in Article I-Recognition in their employment relations with the District.

Section 12

The Association may designate a total combination of five (5) unit members from the IA and OTBS units to be released without loss of pay for the purpose of attending Association

conferences, workshops, or state and national organizational activities for a maximum of two (2) days' release time per work year per unit member. Additionally, the Association president shall be released a maximum of five (5) days per work year for Association business, provided the Association reimburses the District for the cost of the substitute.

**ARTICLE III
SALARIES**

Section 1

For unit members employed less than twenty (20) hours per week, the longevity compensation shall be \$17.26 at ten (10) years; \$34.52 at fifteen (15) years; and \$57.54 at twenty (20) years per month respectively, effective July 1, 2008.

Section 2

ADDITIONAL LONGEVITY COMPENSATION: At the end of each year, a unit member covered by this Agreement shall be paid the equivalent of one day's compensation per calendar month of service, or major portion thereof plus one (1) day per year for each year following six (6) years of service, throughout the fourteenth (14) year of service. Thereafter, unit members who have rendered twenty (20) complete years of service to the District shall be granted two (2) additional days of vacation. (Total 22 days)

ILLUSTRATION:

The number of longevity days for which the unit member is eligible.

Vacation Days	Completed Years of Service
11	7
12	8
13	9
14	10
15	11
16	12
17	13
18	14-19
22	20

The compensation rate for each longevity vacation day shall be calculated on the unit member's total weekly assigned hours divided by five.

Section 3

All salary rates and schedules referred to in this Article shall be incorporated into this Agreement as Appendix A.

Section 4

The Instructional Assistant Salary Schedule for 2011-2012 shall be increased \$0.50 per hour for steps 2-3, \$0.75 per hour for steps 4-5, \$0.85 per hour for steps 6-7, \$1.00 per hour for steps 8-10, and \$1.50 for step 11, effective July 1, 2012, should the tax initiative placed by the Governor on the November 2012 ballot be passed and implemented (refer

to Appendix A). Additionally, should the District's 2011-2012 property tax revenues be \$32,325,362.00 (\$500,000 less than the amount projected in the District's approved 2011-2012 Second Interim Budget) or more, Instructional Assistant unit members employed by the District during the end of the 2011-2012 school year and the beginning of the 2012-2013 school year shall receive a one-time, off-schedule bonus in an aggregate total amount of \$120,000, inclusive of all statutory and other benefits, divided so that \$30,000 shall be divided into equal payments among all unit members on steps 2-5, \$30,000 shall be divided into equal payments among all unit members on steps 6-8, and \$60,000 shall be divided into equal payments among all unit members on steps 9-11, with such bonuses to be distributed no later than October 15, 2012.

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

The District and the Association shall form a joint committee to make recommendations to the parties regarding the provisions 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 unit members and their eligible dependents, including domestic partners, as defined in the California Family Code Section 297, with the health plan as described herein (Appendix D). 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, as set forth in Appendix D.

Unit members hired prior to July 1, 1997, shall be eligible to purchase cancer insurance, life insurance (up to \$50,000) or other mutually agreed upon plans. 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 in Appendix D.

Section 2

ELIGIBILITY OF UNIT MEMBERS WORKING IN LESS THAN 100% ASSIGNMENTS

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 above.

Section 3

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 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 4

A. RETIREES – AGE 55 to 64

Unit members employed by the District, and eligible for unit member only medical and unit member only dental insurance at the time the unit member retires from the District under the Public Employee Retirement System on or after reaching the age of fifty-five (55), shall be entitled to a District contribution for medical and dental insurance equal to the amount received by current unit members for unit member only medical and unit member only dental insurance plans offered by the District:

1. After ten (10) years of continuous service in the District, for eight years (8) or up to age 65, whichever occurs first.
2. After twenty (20) years of continuous service in the District, for ten (10) years or up to age 65, whichever occurs first.

Unit members who retire under section 4.A 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.

B. RETIREES – AGE 65 AND OVER

Retirees 65 or over under the Public Employee Retirement System may maintain unit member and/or dependent medical 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.

C. CANCELLATION

1. Retirees Age 55 to 64
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.

2. Retirees Age 65 and Over

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

Section 5

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.

A. 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.

ARTICLE V HOURS

Section 1

The work year for full time employees shall be 180 days.

Section 2

A full time assignment is defined as eight (8) hours per day five (5) days per week.

Section 3

The length of the work day or work week shall be designated by the District for each unit member. Each unit member shall receive an assignment order at the start of each year.

Section 4

Unit members shall be granted a fifteen (15) minute rest period per four (4) hours worked per day or major fraction thereof. The classroom instructor shall schedule the unit member's rest period at times that do not conflict with the needs of the assignment.

Section 5

Unit members who are assigned to work beyond their regular hours of employment shall be compensated at their regular rate of pay for the assignment for hours worked that are 8 hours or less per day.

Section 6

Unit members who are assigned to work more than eight (8) hours per day shall be paid at a rate equal to one and one-half times the hourly rate for hours worked in excess of eight (8) hours.

Section 7

Unit members working five (5) hours or more shall be entitled to an uninterrupted unpaid lunch period. The length of time shall be no less than one-half hour nor more than one hour and shall be scheduled by the District at times that do not conflict with the needs of the assignment.

Section 8

The District and the Association shall establish a joint training committee comprised of not more than three (3) BHEA-IA unit representatives, and not more than three (3) District representatives. This committee shall meet on a periodic basis, no less than once per year, by November 1st, to provide recommendations to the District and Association on training needs to be offered to IA unit members in the coming year.

Section 9

The District may provide one day of staff development for all eligible unit members pursuant to Education Code Section 44579.1. This training shall be offered on a non-student day between the first and second semesters, and shall be voluntary, and each full day participant shall be compensated at 90% of the state funding provided for such

training.

Section 10

Pursuant to Education Code Section 45103 and 45256, playground aide work performed by bargaining unit members is considered Instructional Assistant bargaining work. Instructional Assistants who are also assigned to playground positions shall be compensated for the playground assignment at their regular hourly rate of pay. Playground assignments shall be reviewed and assigned on an annual basis prior to the beginning of the school year.

Section 11

When the District establishes temporary positions during recess periods (including summer school positions), those positions shall be offered to regular employees of the District not regularly employed during these periods. Appointment to these positions shall be on the basis of seniority among employees requesting summer/recess period employment, except as noted below. If there are insufficient employees in the unit, appointment shall be made at the discretion of the District.

- a. Priority to fill temporary positions assigned to provide regular, ongoing individual support to a particular student shall go to the employee who works directly with that student during the regular school year. Should more than one unit member work with the student during the regular school year, priority to fill the position shall be determined by seniority between the employees who work directly with the student.
- b. Priority to fill temporary positions during summer/recess period and/or extended school year programs, if not assigned to provide regular, ongoing individual support to a particular student, shall be based on seniority.
- c. Priority to fill substitute assignments during summer/recess period and/or extended school year programs, if not assigned to provide regular, ongoing individual support to a particular student, shall be based on seniority. If substitute assignments are available to provide individual support to a particular student, priority shall go to the unit member who works directly with that student during the regular school year, if available; should no such employee be available, priority shall be based on seniority.
- d. In order to be eligible for temporary positions during recess periods (including summer school positions), employees must have received a satisfactory or better rating on their most recent evaluation and must not have received a formal reprimand or disciplinary action against them in the preceding twelve months.
- e. In order to be eligible for temporary positions during recess periods (including summer school positions), employees must be medically released to work during the recess period by the time of application.

ARTICLE VI LEAVES

Section 1

SICK LEAVE

Leave of Absence for illness or injury: A unit member employed five (5) days a week, twelve months a year by the District, shall be granted twelve (12) days leave of absence for illness or injury. Six (6) days of this leave may be used for the illness or injury of a parent, child, or spouse, or that of a member of the immediate family, as defined in Section 11.1 residing in the household of the unit member. For purposes of this section, “child” means the biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis and “parent” means a biological, foster, or adoptive parent, or stepparent, or a legal guardian.

A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A unit member employed for less than five (5) days a week is entitled to that portion of twelve (12) days leave of absence per year for illness or injury, as the number of hours he/she is employed bears to full twelve (12) months, five (5) days per week employment.

Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

A unit member employed on an hourly basis assignment is entitled to sick leave based on the following formula.

The number of hours the unit member is assigned per week is divided by 40 hours, multiplied by 8 hours, and equals “X”.

That number “X”, is multiplied by the number of months in the assignment and equals the number of hours of sick leave.

Example: A unit member is assigned to work 3 hours per day, five days per week, for 10 months. $15 \div 40 \times 8 = 3$ and $3 \times 10 = 30$ hours of sick leave.

At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

Disability due to pregnancy shall be treated as an illness for the purpose of sick leave. If a unit member does not take the full amount of leave allowed in any year under this

Section, the amount not taken shall be accumulated from year to year.

The unit member shall receive a report of all sick leave days to which she/he is entitled as of October 1 of each year. Each individual report of absence shall be in triplicate with one (1) copy for the unit member.

ENTITLEMENT TO OTHER SICK LEAVE: Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be disabled for purposes of illness or injury, shall be compensated at the rate of 50% of the unit member's regular salary for a period not to exceed 100 paid days. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article.

The Superintendent or Assistant Superintendent of Human Resources may require verification of future illness if there is reason to suspect that an abuse of sick leave exists. In exceptional circumstances the District may require verification of the last absence. If the District requests medical verification and the unit member has no available medical insurance coverage, the unit member, at his/her request, may be examined by a physician selected by the unit member at his/her expense, or be examined by a District designated physician at District expense.

Section 2

FAMILY MEDICAL LEAVE

The parties agree to comply with the provisions of the federal and the state family medical leave acts.

Section 3

BEREAVEMENT LEAVE

Unit members shall be granted a leave with full pay in the event of the death of any member of the immediate family of the unit member or spouse. A unit member shall be granted up to three (3) work days for bereavement purposes. If travel to location of death or internment is 300 miles or more, or out of state, two (2) additional working days shall be allowed. The immediate family, is defined as husband, wife, mother, father, sister, brother, son, son-in-law, daughter, daughter-in-law, grandchild, step-parent, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any relative of either spouse living in the immediate household of the unit member or Domestic Partner.

Section 4

PERSONAL NECESSITY LEAVE

Any seven (7) days of absence earned for sick leave under Section 1 of this Article may be used by the unit member at his/her election, in cases of personal necessity on the following basis:

For circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

The death of a member of the employee's family or a close personal friend when additional leave is required beyond that provided in Section 3 of the Article.

As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

Section 5

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State, unit members shall be entitled to the following benefits:

A unit member suffering injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment for wages lost on any day shall not, when added to an award granted to unit members under the Workers' Compensation laws of this State, exceed the normal wage for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Any time a unit member on industrial accident or illness leave is able to return to work and presents a release from the authorized Workers' Compensation physician satisfactory to the District certifying the unit member's ability to perform his/her duties and to return to his/her position he/she shall be reinstated in his/her position without loss of pay or benefits.

Section 6

COURT APPEARANCE LEAVE

Whenever it appears to the District that the absence of a unit member is due to necessary appearance in court in response to a subpoena duly served, no deduction shall be made from any unit member's salary on account of such absence; provided that the school district is an interested party, and that a copy of said subpoena is filed with the Superintendent of Schools. If the case is continued, a certificate of the Clerk of the Court is to be filed stating that such unit member's presence at court on a later date is required by the Court. If the school district is not an interested party, up to two days per school

year shall be allowed for court appearances.

Section 7

JURY DUTY LEAVE

- A. Eligibility. All members of the bargaining unit.
- B. Any unit member regularly called for jury duty in the manner provided for by law shall be required to request a deferral to a period of non-student attendance if the call to duty is during the school year. If the unit member is serving on jury duty during the school year, s/he shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount s/he receives as juror fees other than mileage reimbursement, up to a maximum of five (5) days.
- C. If extenuating circumstances require a unit member to serve jury duty for more than 5 (five) days, the employee must request, and shall receive an extension of jury duty to the Assistant Superintendent of Human Resources.

Section 8

QUARANTINE OR EPIDEMIC

Every unit member, unavoidably absent from duty because of quarantine by order of any authorized health officer in the State of California, shall be paid for such period of absence as is absolutely required by the exigencies of the case. No unit member may return to work without first filing with the District an exclusion and readmission card issued by the appropriate health office. No more than two (2) separate periods of quarantine, aggregating not to exceed ten (10) days shall be allowed to any such unit member during any school year.

Each unit member shall be temporarily reassigned and entitled to full pay while his/her school is closed on account of an epidemic.

Section 9

MILITARY LEAVE

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 10

CHILD REARING LEAVE

A unit member who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. The District shall grant such request for leave for a maximum period of one year, and may be renewable for a one year period.

Section 11

GENERAL LEAVE

When no other leaves are available, a leave of absence may be granted to a unit member

on a paid or unpaid basis at any time upon any terms acceptable to the District and a unit member.

Section 12

GENERAL PROVISIONS

RE-EMPLOYMENT RIGHTS: When all available leaves, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on the district re-employment list for a period of 39 months.

BREAK IN SERVICE: No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.

Upon return from an unpaid leave of absence not to exceed 39 months the break in services shall be disregarded, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

Section 13

CATASTROPHIC SICK LEAVE PROGRAM

Creation

The District and the Beverly Hills Education Association Certificated, Office Technical and Business Services, and Instructional Assistants Units shall establish a Catastrophic/Sick Leave Program, hereafter referred to as C.S.L.P for unit members, confidential employees, unrepresented employees, and certificated and classified management. 'Catastrophic illness' or 'injury' is defined as an illness or injury that is expected to incapacitate the eligible employee for an extended period of time, and taking extended time off work creates a financial hardship for the eligible employee because he or she has exhausted all of his or her full day paid sick leave. The C.S.L.P. shall not be used for illness or injury which qualifies the eligible employee for workers compensation.

Contribution

To participate in the C.S.L.P., eligible employees shall irrevocably donate one day per year, July 1 to June 30. For purposes of this section, a "day" for a salaried employee shall be any day an eligible employee is expected to be on duty as determined by the terms of this agreement; a "day" will be prorated for hourly employees based on their regular assignment. Donations may be made from July 1 to October 1 for all eligible employees. New hires may donate within the first month of their employment. If the number of days in the C.S.L.P. fall below thirty (30), any participating employee may irrevocably donate one (1) additional "day" to the C.S.L.P. Each participating employee may not donate more than two (2) days per year, as long as their sick leave balance does not fall below five (5) days in the current year. If the number of days in the C.S.L.P. exceeds 200 days on July 1, no contributions shall be necessary for that fiscal year with the exception of employees who have not contributed to the C.S.L.P., and new hires.

Withdrawal

This C.S.L.P. may be drawn upon by participating employees who have used up all accrued sick leave, have donated to the C.S.L.P. and suffer from a catastrophic illness or injury. Applicants must submit a withdrawal request (Appendix E) with verification to the Human Resources Office for the committee to consider. The decision will be made and the applicant will be notified in writing within eight working days. The number of C.S.L.P. days drawn by any participating employee shall be based upon the days available and no more than twenty (20) days will be provided. The District shall pay the participating employee full pay and the C.S.L.P. shall be charged one full day. Requests for extensions may be submitted.

Administration

The C.S.L.P. committee shall be composed of the Superintendent or designee, two additional administrators, and three BHEA unit members (one from each unit) as appointed by each unit's President. The committee shall review each request submitted by C.S.L.P. members. The C.S.L.P. committee shall determine the participation, eligibility and duration of C.S.L.P. benefits. The committee proceedings and information obtained by the committee shall be confidential.

Employees participating in the C.S.L.P. agree to hold harmless the District and the Association for any and all claims and liabilities arising out of performance of this section of the agreement. This section of the agreement shall not be subject to the grievance procedure.

Each employee participating in the C.S.L.P. must agree in writing to accept the above provisions. See Appendix F for forms relating to participation in the C.S.L.P.

**ARTICLE VII
VACATION AND HOLIDAYS**

Section 1

Payment for 10 vacation days and 11 holidays has been incorporated into the hourly rates to be paid to unit members. Longevity Vacation Allowance has been moved to Article III (Salaries) and is referred to as “Additional Longevity Compensation.” Unit members are not entitled to paid vacations or paid holidays.

Section 2

ADDITIONAL HOLIDAYS: Every day declared to be a district or state imposed closure of school shall be a paid holiday for all unit members in the bargaining unit if they would otherwise have been in paid District status on the day of the declaration, and providing said unit members were in paid District status on the day immediately preceding the day of declaration.

**ARTICLE VIII
VACANCY, TRANSFER, AND JOB ACCRETION**

Section 1

DEFINITIONS

- A. Vacancy – an opening established through the creation of a new position or through the promotion, resignation, retirement or termination of a unit member from a position which the District determines is still needed.
- B. Transfer – a change from one school site to another without change in classification.
- C. Voluntary Transfer – a transfer requested or initiated by the unit member.
- D. Administrative Transfer – a transfer initiated by the District.
- E. Job Accretion – the acquisition of more work hours by a unit member.
- F. Length of District Service – for purposes of this Article only, seniority shall be the date of hire as a bargaining unit member. Approved leaves of absence and layoffs and recall from layoff within thirty-nine (39) months shall not affect the date of initial hire

Section 2

POSTING OF EMPLOYMENT OPPORTUNITIES

Vacancies for bargaining unit positions shall be posted at each site. The District shall send five (5) copies of each posting to the school site and one (1) copy to the IA Unit President. Posting periods for all internal and external openings shall be no less than six (6) work days.

Section 3

TRANSFER PROCEDURES

- A. Voluntary Transfers
 - 1. The District shall post all bargaining unit vacancies or new positions. A copy shall be sent to the Association. Vacancies that become known during the summer shall be mailed to applicants.
 - 2. No vacancy shall be permanently filled less than one (1) day after the closing date for submission of applications.
 - 3. All unit members in the same classification may apply for a transfer to that position by filing a written notice with the Human Resources Department

within the posting period.

4. Unit members in the bargaining unit shall be given first priority to apply for and be offered the assignment if the employee meets the qualifications of the assignment to fill a posted vacancy.
5. The District shall fill vacancies based on qualifications of the applicant that relate to the educational needs of the District, recent experience, and if all else is equal, the seniority in the classification.
6. A unit member may, in writing, request the Human Resources Department to provide the unit member with the reason for the denial of the application.
7. If a unit member is selected to fill the vacancy, such transfer may not occur until an adequate replacement is found to fill the position currently held by the unit member requesting the transfer. The District may waive this requirement to insure the educational program is not affected.

B. Administrative Transfers

1. The District may transfer a unit member from one position to another in the same classification to insure the efficient operation of the District, Administrative transfers shall not be made for disciplinary reasons. The transfer shall be made without change in salary rate, hours of service, or benefits.
2. Upon request, the reasons for an Administrative Transfer shall be given to the unit member's immediate supervisor, in writing, at least five (5) days before the transfer is made.

C. Job Accretions

Job accretion opportunities shall first be offered to unit members at the job site where the accretion opportunity exists before being posted or filled pursuant to the provisions of this Article.

**ARTICLE IX
DISCIPLINARY ACTION**

Section 1

DEFINITION: "Disciplinary action" as used herein is limited to dismissal, suspension, or demotion, except for lack of work or lack of funds.

Section 2

Disciplinary action shall be imposed on bargaining unit members only for just cause and in accordance with the following procedures:

- A. Prior to taking disciplinary action against a unit member, the District shall utilize progressive discipline which shall include:
 - 1. Counseling and assistance.
 - 2. Written reprimands citing the infractions and listing specific recommendations for improvements.
 - 3. Progressive discipline need not be utilized in cases involving infractions that pose an immediate threat to students and/or other employees or the public or public property, or serious misconduct as determined by the Superintendent or designee, provided the determination is not arbitrary.
- B. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of serving the unit member with a notice of disciplinary action unless such cause was concealed by the unit member.
- C. All disciplinary actions shall be based upon verifiable data.
- D. No dismissal, demotion or a suspension of two (2) or more days shall be final until the grievance procedure has been completed, or the time period specified therein for the taking of actions by the unit member or Association has expired. Nothing shall preclude the District, in appropriate case, from removing a unit member from the work site or reassigning the unit member to other work pending completion of these procedures without loss of pay.
- E. If disciplinary action is proposed the unit member will be given a notice of disciplinary action, which shall contain the charges (in ordinary and concise language) of the specific act and omissions upon which the action is based: a statement of the cause for the action taken; and whether the action is based on a violation of a rule, regulation, or policy of the District. Any such rule, regulation, or policy which is alleged to be violated shall be set forth in its entirety.

The unit member will also be given a statement of his/her rights to a hearing on such charges, and the time within which such hearing must be requested. The notice of hearing rights shall be given to the unit member at the same time as, or within five (5) calendar days after, service of the notice of disciplinary action on the unit

member. Receipt by the unit member of such notice of hearing rights shall begin the seven (7) work day period within which the unit member must initiate an appeal if the unit member disagrees with the discipline.

Section 3

GRIEVABILITY:

- A. Any alleged violation of Sections 2, A, B, C, D, and E shall be processed in accordance with the provisions of Articles XII and XIII Grievance Procedures.
- B. Within the time lines referred to in 2E, the unit member may appeal issues relating to whether or not just cause exists with the Board of Education. The Board of Education may hear the appeal or appoint a hearing officer to conduct an evidentiary hearing and make recommendations to the Board of Education. The Board of Education's decision will be final subject to appeal to a court of competent jurisdiction. The cost of a hearing officer, if any, shall be paid by the District.
- C. If the Board of Education appoints a hearing officer to conduct a hearing under Section B above, Section 2.D., Section 3.A shall not be invoked.

**ARTICLE X
LAYOFF AND REEMPLOYMENT**

Section 1

Bargaining unit members shall be subject to layoff for lack of work or lack of funds.

Any reduction in assigned time shall be considered a layoff under the provisions of this Article except as to matters pertaining to the negotiability of a reduction in hours.

Section 2

- A. **NOTICE OF LAYOFF:** If the District finds it necessary to layoff any unit members or institute a reduction in hours it shall give affected unit members a written notice of the action to be taken not less than forty-five (45) days prior to the effective date of the layoff or reduction in hours and informed of their rights, if any, to re-employment and right to displace another unit member.
- B. **ORDER OF LAYOFF:** The order of layoff shall be based on the date of hire in the classified service within the Instructional Assistant bargaining unit with the least senior being laid off first.
- C. **BUMPING RIGHTS:** Bargaining unit members who are laid off shall be entitled to exercise bumping rights in that class or the next lower class in which he/she has previously held and shall be placed in that class based on time served in that class and higher classes.
- D. **EQUAL SENIORITY:** If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of skill and performance of the unit members as determined by past performance evaluations.
- E. **REEMPLOYMENT RIGHTS:** Laid off unit members are eligible for re-employment in that class from which they were laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order in which they were laid off. This reemployment shall take reverse order in which they were laid off. This reemployment shall take precedence over the employment of new applicants for the affected classes. Unit members in a laid off position shall have the right to participate in the promotional examinations within the District during the reemployment period. Laid off unit members shall notify the District of any change of residence. Failure to do so, may cause the unit member to waive the unit member's right to reemployment or to compete for a promotional position.
- F. **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:** Unit members who take voluntary demotions or voluntary reduction in hours in the assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned times as vacancies become available within the reemployment period of thirty-nine (39) months.

- G. RETIREMENT IN LIEU OF LAYOFF: A unit member who is to be laid off may elect to accept a service retirement in lieu of layoff pursuant to the provisions of law.
- H. NOTIFICATION OF REEMPLOYMENT RIGHTS: A unit member who has been laid off and who has reemployment rights, shall be notified in writing, by certified mail, of position openings. Unit members who have been laid off and who request shall be placed on the appropriate substitute list. Such written notice of job openings shall be sent by certified mail to the last known address given to the District by the unit member. A copy of the letter sent to the unit member or a list of affected unit members shall be sent to the President of BHEA. This shall satisfy the District's responsibility to notify the affected party(ies).
- I. UNIT MEMBER NOTIFICATION TO THE DISTRICT: A unit member shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the unit member accepts reemployment, the unit member must report to work on the date indicated on the reemployment notice. If a unit member rejects two (2) job offers, the unit member shall be removed from the appropriate re-employment list.
- J. REEMPLOYMENT IN HIGHEST CLASS: A unit member who accepts a position lower than the highest position previously held, shall retain the right to regain the higher position if such becomes available within the original thirty-nine (39) month re-employment period.
- K. IMPROPER LAYOFF: A unit member who is improperly laid off shall be reinstated immediately upon discovery of the error provided that the unit member brings the error to the District's attention within thirty (30) days notice of layoff period.

ARTICLE XI PERSONNEL FILES

Section 1

Personnel files shall be kept confidential and may be inspected only by the District and unit member in the course of the proper administration of the District's affairs and/or the supervision of a unit member.

Section 2

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment or evaluation of their competence are to be made available for the inspection of the person involved. The inspection shall be made in the presence of the administrator in charge of the file. The unit member may be accompanied by a representative to review the file.

Section 3

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Section 4

Every unit member shall have the right to inspect and copy such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

Section 5

Information of a derogatory nature, except material mentioned in Section 3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

Section 6

If derogatory information is placed in the personnel file, it shall be within a reasonable time following the incident. A unit member shall have the right to attach his own comments to any such material and acknowledge that such material has been read by initialing and dating that material. This acknowledgement does not constitute agreement with any or all of the materials. This material may be removed from the file of charges are without substance.

Section 7

The placement of material in a personnel file shall not be subject to the grievance procedure of the Association/District contract if the procedures have been followed.

Section 8

The District shall keep a log in each personnel file indicating the names of the persons who have examined the file as well as the dates such examinations were made. These documents shall be available for examination by the unit member and/or the authorized Association representative of the unit member.

Section 9

Any person who places written material or originates written material for placement in a personnel file shall sign and date the material.

**ARTICLE XII
GRIEVANCE PROCEDURE**

Section 1

The following definitions shall apply to the processing of grievances:

A "Grievance" is defined as a claim by the Association, by one or more unit members, or the District that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

A "working day" is a day in which the central administrative office of the District is open for business.

The "immediate administrator" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. Normally, the "immediate administrator" will be the grievant's principal.

"Time limits" indicated are considered maximum. Every effort shall be made to expedite the process. Time limits may be extended by mutual agreement of the parties.

A "grievant" is an individual unit member, the Association or the District, who alleges a grievance defined above. The Association may be the grievant if there is an alleged violation of Article II, Association Rights. The District may be the grievant if there is an alleged violation of Article VI – Association Rights, or Article XVIII – Concerted Activities.

A “Designated Association Representative” is that person designated by the Association to adjust to grievances.

Section 2 Unit Member/Association Grievances

The parties shall make earnest effort to settle grievances, as defined in Section 1, at the lowest possible administrative level by following the steps listed below:

Step One - Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor within fifteen (15) working days after the occurrence or act of omission giving rise to the alleged grievance, or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. In any case above, a grievance may not be filed after sixty (60) working days from the date of the act upon which the grievance is based.

Step Two - If the grievance is not settled by a decision at Step One, the grievant may submit the grievance in writing to his/her immediate supervisor within five (5) working days of the informal conference at Step One. The grievance shall state the facts surrounding the grievance and the remedy sought. It shall be signed and dated by the unit member.

A meeting shall be scheduled within five (5) working days between the grievant and immediate supervisor. Both sides shall be entitled to representatives. After a review of

the grievance, the immediate supervisor shall issue a written decision on the grievance within five (5) working days.

Step Three - If the grievance is not settled by a decision at Step Two, the grievant may submit the grievance in writing to the Assistant Superintendent, Human Resources, within five (5) working days of the decision at Step Two.

A meeting shall be scheduled within five (5) working days between the grievant and the Assistant Superintendent, Human Resources. Both sides shall be entitled to representatives. After a review of the grievance, the Assistant Superintendent, Human Resources, shall issue a written decision on the grievance within five (5) working days.

Step Four - If the grievance is not settled by a decision at Step Three, the grievant may submit the grievance in writing to the District Superintendent within five (5) working days of the decision at Step Three.

A meeting shall be scheduled, if requested by either party, within five (5) working days between the grievant and the Superintendent. Both sides shall be entitled to representatives. After review of the grievance, the Superintendent shall issue a written decision on the grievance within five (5) working days.

Step Five – If a grievance is not resolved at Step Four, the grievant and District may mutually agree to mediate the grievance through the California State Conciliation Service, prior to proceeding to arbitration under Article XIII, Grievance Arbitration. The timelines and terms of mediation and the extension of the timelines for arbitration shall be agreed upon by the parties, in writing, prior to mediation.

Section 3

Any grievance not presented to the District as provided in Section 2 shall be waived for all purposes. If both parties mutually agree in writing, timelines may be waived in Step One through Four. Any grievance, not processed by the unit member in accordance with the other time limits set forth in this Article, shall be considered settled on the basis of the decision last made by the District. If the District does not process the grievance within the time limits set forth in this Article, the grievant may proceed to the next level.

If the action causing the grievance originated at the District level rather than the immediate supervisor level, the grievance, Step One, shall commence with the Assistant Superintendent, Human Resources at Step Three.

Section 4

The unit member shall be entitled upon request to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

Section 5

Both parties shall make every effort so that grievance investigation and resolution shall not interfere with the educational process.

When grievances are processed during regular school time, the District shall provide released time for the grievant, Association Representatives and/or witnesses. It is understood that grievance hearings and meetings shall be held whenever possible outside of school time.

Section 6

In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, every effort shall be made by both parties to complete the grievance process prior to the end of the school year or as soon as practical.

Section 7

No reprisals shall be taken by the District or the Association against any participant in the grievance procedure.

Section 8

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants. Upon request, the names of all participants in a given grievance shall be removed from all documents after one year from the date of the final resolution of the grievance.

ARTICLE XIII GRIEVANCE ARBITRATION

Section 1

Questions concerning arbitrability shall be initially ruled upon by the arbitrator in a separate hearing prior to a determination on the merits of a grievance.

Grievances which are not settled pursuant to Article XII, which the Association desires to contest further and which involve the interpretation or application of the expressed terms of this Agreement may be submitted to arbitration as provided in this Article, but only if the grieving party gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Five of the Unit/Member/Association Four of the District Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with procedures of Article XII. Regarding unit member/Association grievances, the substance of evaluation in Article IX (Procedures of Evaluation) (procedures of evaluation are grievable), Article XVI (District Rights), and Article XVII (Non-discrimination) (except as noted within the Article), are specifically excluded from arbitration under the provisions of this Article. Regarding District grievances, arbitration is limited to those articles listed in Article XII, Section 9.

Section 2

As soon as possible and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service experienced in education labor relations. The parties shall alternately strike names from the list until only one (1) name remains, that person shall arbitrate the dispute. The determination as to which party strikes first shall be decided by a flip of the coin.

Section.3

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. He/she shall only find whether there has been a violation of the expressed terms of this Agreement and policies specified in Article XII definition of a "grievance," in the respect alleged in the grievance. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence presented by the respective parties in the presence of each other.

Section 4

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement specified in Article XII definition of a "grievance", or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority,

nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of their agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or by detraction) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.

Section 5

The findings of the arbitrator which are within the limits herein prescribed shall be final and binding on all parties.

Section 6

All fees and expenses of the arbitration, excluding the costs of a reporter's transcript if either party requests the same, shall be shared equally by the parties (50% District, 50% Association). Each party shall bear the expense of the presentation of its own case.

Section 7

The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.

**ARTICLE XIV
SAFETY CONDITIONS OF EMPLOYMENT**

Section 1

Unit members shall report to their immediate administrator and the local law enforcement agency any abuse of school personnel, assault or battery upon school personnel which occurs, or any threat of force or violence directed toward school personnel which occurs at any time or place in any way related to school activity. Unit members shall complete reports as required by the District relating to such incidents and shall be notified of the action taken. The unit member and the immediate administrator shall immediately report the incident to the local law enforcement authorities. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.

Section 2

The District acknowledges reasonable responsibility for the safety of its unit members as stipulated in the Education Code, State and Federal Law. As they become aware of unsafe conditions, unit members shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs.

Section 3

The District shall appoint a District Civil Disaster and School Safety Director. The Association President or designee may meet with said Director upon request to discuss matters of concern to unit members safety or student safety. Individual school Safety Committees shall include a unit representative. The District shall post appropriate safety rules for unit members and students.

Section 4

In the event a unit member is injured in the performance of his or her regular assignment, or District sponsored activity, a State Compensation Insurance Fund Report of Industrial Injury must be completed and filed with the school secretary within twenty -four (24) hours.

Section 5

Both parties recognize that safety education is an integral part of the instructional program and that every effort shall be made to promote safety awareness and a safe environment at all times.

Section 6

The Safety Committee at each school shall assist the Principal in determining supervision requirements and schedules which insure maximum safety conditions and equal assignment or supervision responsibilities among all members of the unit. The Safety Committee shall include a representative of Primary, Intermediate and Middle School unit members and a BHEA appointed representative.

Section 7

The district shall provide for paying the costs of replacing or repairing property of a unit member used by the unit member for instructional purposes when such property is damaged while housed on the school site or on District initiated business, or if such property is stolen from the school site or while on District initiated business by robbery or theft on the following basis:

- A. The unit member shall complete a form and determine with the principal the value of the property before it is brought to the site.
- B. The property is used by the owner for no more than twenty (20) working days after the form is completed.
- C. The first one hundred dollars (\$100) of the value is deductible. The District shall pay up to five hundred dollars (\$500) of the cost after the one hundred dollar (\$100) deductible.
- D. Any funds the unit member recovers from personal insurance shall be deducted from the amount the District has agreed to pay, after the one hundred dollar (\$100) deductible has been recovered by the unit member.

Section 8

The District shall make available at each work site copies of Board Policies, Administrative Regulations, and Education Code provisions relating to student discipline.

**ARTICLE XV
PARENT COMPLAINTS**

The Board of Education and the Association encourage open communication between the home and the school. A positive partnership between parents, teacher, unit members and the administrative and support staff is essential to the educational process. Open and on-going communication between parents and staff minimizes the opportunities for problems to develop.

In the event that parents or guardians of pupils complain about a unit member of the District, these guidelines shall be followed except in cases where the allegation may require involvement by law enforcement agencies:

- A. The parent or guardian shall attempt to resolve concerns through verbal communication with the unit member or the unit member's immediate supervisor. Every effort shall be made by the supervisor to refer the complainant to the unit member first.
- B. If the concern is not resolved at this level, the complaint shall be made in writing by the complainant and given to the unit member's immediate supervisor no later than thirty (30) calendar days after the time the complainant's child leaves the affected class.
- C. The unit member shall be notified and furnished a copy of this complaint within five school days of the supervisor's receipt of the written complaint.
- D. The immediate supervisor shall meet with the unit member to discuss the concern or complaint and shall conduct a thorough, impartial investigation of the matter. The unit member shall have the right to meet with the complainant.
- E. If the complaint is not resolved within five (5) school days after the conference, a summary of the complaint, the factual investigation and the action taken, shall be prepared by the supervisor and furnished to the unit member. The deadline for receipt of the summary may be extended by mutual agreement of the Association and the District, but shall not exceed ten (10) working days. Receipt of the summary shall be acknowledged in writing by the unit member. This acknowledgment signifies receipt of the summary only, not necessarily agreement. The unit member shall have five (5) school days to furnish a written response. The summary and written response may then be entered in the unit member's personnel file.
- F. If a thorough, impartial investigation determines that the allegations are unfounded, the complaint shall be disregarded and shall not be a matter of record.

ARTICLE XVI DISTRICT RIGHTS

Section 1

The District shall have within its complete discretion, in compliance with the Rodda Act Article X Layoff and Reemployment, except as explicitly described in this Agreement, all of the rights normally possessed by a public school District in the State of California. Said rights, powers, and authorities include but are not limited to the rights to determine its organization; hire, classify, assign transfer, evaluate, promote, layoff, discipline, suspend and terminate unit members; direct the work of its unit members; determine the duties (including extracurricular) to be performed and the standards of performance; determine date, times, and hours of operation, functions, and activities; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budgets and determine budgetary procedures and allocations; determine the methods of raising revenues; and contract out work.

Section 2

The exercise of the foregoing rights, powers, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and negotiated policies stated in Article XII Grievance Procedure Section 1, definition of a “grievance”, and then only to the extent such specific and expressed terms are in conformance with the law.

Section.3

The exercise of any right in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver or limitation of the District’s right or preclude the District from exercising such right in a different manner.

Section 4

The District retains the right to amend, modify or rescind policies and provisions in this Agreement in cases of emergency for the duration of the emergency. An “emergency” is defined as an act of God, epidemic, natural disaster, or other calamity or threat thereof affecting the District or the community. Whether an emergency exists within the definitions listed in this Section is within the discretion of the District or other authorized Government agency and is not subject to the grievance and arbitration procedures of this Agreement.

**ARTICLE XVII
NON-DISCRIMINATION**

Neither the District nor the Association shall unlawfully discriminate against any unit member with respect to the application of any specific provisions contained in the negotiated agreement on the basis of race, color, creed, age, gender, national origin, marital status, pregnancy, sexual orientation, religion, political affiliation, disability, or professional affiliation. Violations of this section shall not be subject to the grievance procedure contained in this agreement if the claim is within the jurisdiction of an outside agency such as the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (EEOC).

**ARTICLE XVIII
CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, lock-out or other concerted activities, or refusal or failure to perform job functions and responsibilities or direct interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including Association compliance with requests by other labor organizations to engage in such activities.

The District will not authorize or permit any lock-out of members of the unit during the term of this Agreement.

The Association recognizes the duties and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or any other interference with District operation by unit members who are members of the Association, the Association agrees to take all necessary steps to cause those involved unit members to cease such action. It is agreed and understood that any unit member violating this Section may be subject to disciplinary action as described under Article IX of this Agreement.

It is understood and agreed in the event that this Section is violated that the District shall be entitled to withdraw any rights, privileges, services, wages or benefits provided for in the Agreement from any unit member and/or the Association. Furthermore, it is agreed and understood that the Association, District unit members or members, local or state, who encourage, instigate, or promote such violation, or fail to take all necessary steps to cease such action, will be liable for damages as determined by a court of competent jurisdiction.

**ARTICLE XIX
EVALUATION PROCEDURES**

Section 1 Probationary Unit Members

- A. By the end of the 2nd (second) month of service, the probationary unit member and the site administrator shall meet to set the goals, objectives and site administrator's expectations for the school year.
- B. Probationary unit members shall be evaluated by the site administrator or designee by the end of the 6th (sixth) month of service. The probationary period shall be 6 (six) months months of service, excluding summer school. If a unit member's probationary period is to be extended, the district shall notify the unit member of the length of the extension. In no event shall a unit member's probationary period be greater than 12 (twelve) months

Section 2 Permanent Unit Members

- A. The primary purpose of work performance evaluation shall be the improvement of the employment skills. All evaluations shall be conducted in good faith and in accordance with the provisions of this article. All permanent unit members shall be evaluated each school year by the unit member's site administrator. A unit member shall not be evaluated on or held accountable for any work performance over which the unit member has no authority to correct deficiencies.
- B. On or before November 10, the unit member and the site administrator shall meet to set the goals, objectives and the site administrator's expectations for the school year. The unit member shall be provided with a copy of the District's evaluation form at that meeting.
- C. On or before February 15, the unit member and the site administrator shall meet to discuss the unit member's performance. If the site administrator has areas of concern regarding the unit member's performance or believes there are areas of performance that "needs to improve" or are "unsatisfactory", the site administrator shall make specific written recommendations as to what the unit member must do to improve that performance.
- D. On or before May 1, the unit member and site administrator shall meet to discuss the formal written evaluation. During this meeting the evaluator shall inform the unit member that he/she has the right to attach a written rebuttal within ten (10) working days prior to the evaluation being filed in the unit member's personnel file.
- E. The formal written evaluation shall be completed on the District's evaluation form. The site administrator shall include direct observations, verifiable facts and/or specific reasons when a unit member's performance is rated "needs to improve" or "unsatisfactory".

- F. Within this evaluation article, the grievance procedures of this contract may be used only for failure to follow the procedures described. The substance of evaluation reports or any other material placed in a personnel file or any other aspects of this article are not subject to the grievance procedure.

If the unit member wishes to have the final evaluation reviewed by a higher authority the unit member may appeal in writing within fifteen (15) working days to the Assistant Superintendent, Human Resources.

- G. A unit member shall be entitled to representation by the Association at any meeting with the site administrator or District representative, to discuss or report on the unit member's evaluation.

Section 3 Evaluator

- A. The evaluator shall not be a unit member.
- B. The evaluator shall be the site administrator or designee.

ARTICLE XX
COMPLETION OF MEETING AND NEGOTIATIONS

Section 1

This Agreement and negotiated policies described in Article XII, definition of a "grievance", constitute the sole agreement between the parties hereto and supercede all prior agreements and understanding, oral or written, expressed or implied, between the District and the Association and its unit members.

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.

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 contradiction 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 re-negotiate said affected sections upon request thereon of the Association within twenty (20) working days.

Section 5

The District shall provide the Association with sufficient copies of the Contract to provide each unit member with a copy of the ratified Contract. The District and the Association shall split the cost of typing and printing the Contracts. The Association shall distribute the Contract to the unit members.

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

This Agreement shall be in full force from July 1, 2012 through June 30, 2015.

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 June 12, 2012

by

Brian David Goldberg, EdD, President
Board of Education

Approved by the unit member
organization on June 4, 2012

by

Linda Omansky
BHEA IA - President

Beverly Hills Unified School District
INSTRUCTIONAL ASSISTANTS UNIT

APPENDIX A
2012-2013 Salary Schedule

	1	2	3	4	5	6	7	8	9	10	11
Hourly Rate	\$15.54	\$15.66	\$15.80	\$15.94	\$16.01	\$16.29	\$16.55	\$16.64	\$16.70	\$16.81	\$16.85
Hourly Rate*	\$15.54	\$16.16	\$16.30	\$16.69	\$16.76	\$17.14	\$17.40	\$17.64	\$17.70	\$17.81	\$18.35

*Effective July 1, 2012, contingent upon language in Article 3.4

Substitutes who are non-unit members shall be paid at the hourly rate of \$15.54.
Substitutes are not eligible to receive experience increments or vacation and holidays factor.

LONGEVITY COMPENSATION

After ten years of continuous employment	\$54.25 per month	\$17.26 per month for unit members employed less than twenty hours per week
After fifteen years of continuous employment	\$97.74 per month	\$34.52 per month for unit members employed less than twenty hours per week
After twenty years of continuous employment	\$141.37 per month	\$57.54 per month for unit members employed less than twenty hours per week

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT - IA
CLASSIFIED EVALUATION STANDARDS**

() Permanent () 3 Month () 6 Month

EMPLOYEE NAME

POSITION TITLE

SITE

**EVALUATION PERIOD
(FROM AND TO DATES)**

SCHOOL YEAR

WORK HABITS

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Excessive absences without proper notification; frequent unexcused tardiness		Sometimes absent without proper notification; some unexcused tardiness		Never absent without proper notification; on time	
Misses timelines; cannot set appropriate priorities		Has difficulty meeting timelines and setting priorities		Meets timelines; sets priorities with some direction	
Cannot work without direct supervision		Frequently needs direct supervision		Needs little or no direct supervision	
Careless with District property		Sometimes careless with District property		Handles District property with care	
Disregards accepted or posted safety procedures		Sometimes disregards accepted or posted safety procedures		Complies with all accepted and posted safety procedures	

COMMENTS:

QUALITY OF WORK

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Work is rarely accurate, neat or thorough		Work not always accurate, neat or thorough		Work is accurate, neat and thorough	

COMMENTS:

RELATIONSHIPS WITH OTHERS

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Lacks tact and is discourteous and unfriendly		Not always tactful, courteous or friendly		Is friendly, courteous and tactful	
Is unable to work with others		Experiences difficulty working with others		Works well with others	
Ineffective in dealing with public and colleagues		Not always effective in dealing with public and colleagues		Effective in dealing with public and colleagues	

COMMENTS:

PERSONAL QUALITIES

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Is not dependable		Sometimes not dependable		Consistently dependable and anticipates needs	
Does not initiate tasks without direction		Rarely initiates tasks without direction		Usually initiates tasks without direction	
Uses poor judgment		Sometimes uses poor judgment		Consistently utilizes good judgment	
Does not meet standards of appearance for position		Does not always meet standards of appearance for position		Meets standards of appearance for position	
Allows personal problems to interfere with work		Sometimes lets personal problems interfere with work		Rarely lets personal problems interfere with work	
Uses District time for personal business		Sometimes uses District time for personal business		Rarely uses District time for personal business	

COMMENTS:

SKILLS					
(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Lacks initiative to acquire job knowledge and learn procedures		Inconsistent in applying job knowledge and procedures		Demonstrates knowledge of job and procedures	
Does not utilize efficient methods		Inconsistent in applying effective methods		Consistently applies effective methods	
Has limited knowledge in use of equipment and resources		Does not apply knowledge of proper use of equipment and resources		Demonstrates basic knowledge in use of equipment and resources	

COMMENTS:

ATTITUDES					
(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Shows no enthusiasm for work		Seldom demonstrates enthusiasm for work		Demonstrates enthusiasm for work	
Consistently disregards rules and regulations		Sometimes disregards rules and regulations		Complies with rules and regulations	
Resists change		Slow to adapt to change		Readily adapts to change	
Resists suggestions from improvement		Seldom willing to accept suggestions for work improvement		Accepts suggestions for work improvement	
Is inefficient		Inconsistent in work produced		Is efficient in work produced	

COMMENTS:

ADDITIONAL COMMENTS:

NOTE: The signature of the employee does not necessarily indicate agreement with the evaluation. It merely documents the evaluation. This evaluation will be placed in your personnel file. You have ten (10) working days from receipt of this document to make any signed, written comments you wish which will be attached to the evaluation.

EVALUATOR'S SIGNATURE: _____ **DATE:** _____

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

Check here if comments or Form 2 are attached Reviewing Administrator's Initial:

DISTRIBUTION: **EMPLOYEE** **SUPERVISOR** **HUMAN RESOURCE OFFICE**

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT - IA
CLASSIFIED EVALUATION PART II**

(THIS FORM MUST BE UTILIZED BY THE EVALUATOR WHEN AN EMPLOYEE RECEIVES A RATING OF "NEEDS IMPROVEMENT" OR AN "UNSATISFACTORY" RATING.)

NAME	SITE	DATE OF CONFERENCE
() Probationary () Permanent		
I. Specific deficiencies (From Evaluation Standards):		
II. To assist you in improving in the standard(s), I offer the following suggestions and /or assistance (to be completed with employee):		
III. The following expectations must be met:		

These deficiencies in performance must be corrected by: _____

The next evaluation conference shall take place on or about: _____

Evaluator's Signature:	Employee Signature:
_____	_____
Date:	Date:
_____	_____
<p>The employee's signature acknowledges that he/she has seen and discussed the Performance Evaluation. However, it does not necessarily imply agreement with the conclusions of the evaluator(s). This evaluation will be placed in the employee's personnel file. The employee has ten (10) work days from the receipt of this document to make any signed, written comments. The comments will be attached to the evaluation.</p>	

Distribution: Human Resource Office Employee Supervisor

APPENDIX C-1

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM

STEP 1

Prior to filing a written complaint (Step 1) did the complainant have an informal conference to try to resolve the situation.? **YES** _____ **NO** _____

Submission of Complaint - All portions of this section must be completed by the complainant.

Name _____
Statement of Complaint _____

Specify policy or regulation alleged to have been violated (cite source) _____

Remedy Sought _____

_____ Date _____ Signature

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the principal or supervisor. The goldenrod copy should be retained by the complainant.

Principal or Supervisor's Response _____

_____ Date _____ Signature

Upon completion of this section, the principal or supervisor shall retain the white copy, yellow copy to the complainant and forward the pink copy to the Human Resources Administrator.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

**APPENDIX C-2
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM**

STEP 2

Appeal to the Human Resources Administrator – All portions of this section must be completed by the complainant. The pink copy of the completed Complaint Form (Step 1) must be attached.

Reason for Appeal _____

Remedy Sought _____

Date _____ Signature _____

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the Human Resources Administrator. The goldenrod copy should be sent to the employee.

District Complaint Officer's Response _____

Date _____ Signature _____

Upon completion of this section, the yellow copy will be presented to the complainant and the pink copy to the principal or supervisor who signed Step 1. On complaints regarding actions of employee, the Superintendent's action is final.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

**APPENDIX C-3
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM**

STEP 3

Appeal to the Superintendent – All portions of this section must be completed by the complainant. The yellow copy of the completed Complaint Form (Step 1) must be attached.

Reason for Appeal _____

Remedy Sought _____

Date _____ Signature _____

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the Superintendent. The goldenrod copy should be retained by the complainant.

District Complaint Officer's Response _____

Date _____ Signature _____

Upon completion of this section, the yellow copy will be presented to the complainant and the pink copy to the principal or supervisor who signed Step 1. On complaints regarding actions of employees, the Superintendent's action is final.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

APPENDIX D

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
HEALTH PLAN
Effective 01/01/2011**

Trust Administrator – Medical Plans: California Public Employees’ Retirement System (CalPERS)

Administrator – Dental and Vision Plans: Alliance of Schools for Cooperative Insurance Programs (ASCIP)

District Maximum Annual Contribution (CAP): \$7,000

	<u>Employee</u>	<u>Employee +1</u>	<u>Family</u>
<u>MEDICAL PLANS</u>			
Kaiser HMO	\$5,208.00	\$10,416.00	\$13,540.80
Blue Shield Netvalue HMO	\$5,130.96	\$10,261.92	\$13,340.52
Blue Shield Access+ HMO	\$5,639.16	\$11,926.32	\$15,504.24
Blue Cross PERS Select PPO	\$5,206.44	\$10,412.88	\$13,536.72
Blue Cross PERS Choice PPO	\$5,953.80	\$11,907.60	\$15,479.88

(Note – all insurance rates listed above are estimates only, are effective 1/1/2011 through 12/31/2011, and are subject to change annually.)

DENTAL

Delta Dental DPO (PPO)	\$542.76	\$1113.84	\$1605.48
Delta Care PMI (HMO)	\$467.16	\$467.16	\$467.16

VISION

VSP	\$ 99.60	\$ 187.32	\$ 276.72
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(Note – all insurance rates listed above are estimates only, are effective 7/1/2010 through 6/30/2011, and are subject to change annually.)

**ADDITIONAL VOLUNTARY INSURANCE OPTIONS
(Not included in the Benefit Cap unless hired prior to July 1, 1997.)**

Term Life

Pacific Educators

Cancer

Pacific Educators

Income Protection

Pacific Educators

APPENDIX E

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
VOLUNTARY CATASTROPHIC / SICK LEAVE PROGRAM
CONTRIBUTION FORM
20__ - 20__**

Please sign, and return to the Payroll Office no later than October 1, or by the end of the first month of service for new hires.

I **elect** to contribute one (1) sick leave day. I understand that the day I contribute is irrevocable and will be subtracted from my accumulated sick leave.

My signature below indicates that I have read and accept all of the provisions of the relevant BHUSD Classified Agreement.

XXX – XX - _____

Print Name

Social Security Number (last 4 digits)

Signature

Date

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
VOLUNTARY CATASTROPHIC / SICK LEAVE PROGRAM
WITHDRAWAL REQUEST**

Name:	School Site:	Date:
Social Security Number (last 4 digits): XXX – XX- ____	Phone: ()	

Please Check Your Selection, Complete Form, Attach Verification, and Return to the Human Resources Office.

Initial Request

OR

Request for Extension

Start of Absence:	Number of Days Requested:
Reason for Absence:	

NOTE: Please attach verification from your health care provider that will support the nature and period of absence.

COMMITTEE USE ONLY

DATE: _____

Approved District Committee Member
of days: ____ Signatures

Request denied Unit Committee Member
Signatures

_____	_____	_____
_____	_____	_____

