

ARTICLE V
HEALTH, WELFARE, AND OTHER BENEFITS

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

Section 1.

BENEFITS

Effective upon entering into a contract with a health care provider, the District shall provide health plans to eligible unit members and their eligible dependents, including domestic partners as defined in the California Family Code Section 297. Medical plans offered by the district will include at least two HMO's, including Kaiser, as well as at least one PPO. The district shall contribute up to an annual maximum amount towards district medical, dental, and vision insurance for eligible unit members, and their eligible dependents, including domestic partners. Effective January 1, 2007, the District shall allow employees whose spouses or domestic partners also work for the District to combine the district's annual maximum contribution amount towards district medical, dental, and vision insurance.

Effective July 1, 2014, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,250, and effective July 1, 2015, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,500, ***and effective July 1, 2016, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$8,500.***

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

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

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

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

Enrollment

Eligibility for unit member enrollment or additional dependent coverage enrollment in the health, dental, and/or vision insurance plans shall be in compliance with the

established administrative regulations of the District and/or the carrier(s) described above.

Section 2.

LEAVE OF ABSENCE

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

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

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

Section 3.

ELIGIBILITY OF UNIT MEMBERS WORKING IN LESS THAN 100%

ASSIGNMENTS

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

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

Section 4.

REPLACEMENT OF HEALTH INSURANCE CARRIERS

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

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

Section 5.

STRS DISABILITY LEAVE HEALTH AND DENTAL BENEFITS

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

Section 6.

RETIREEES – AGE 55 TO 64

Effective July 1, 2015, unit members employed by the District at the time the unit member retires from the District under the State Teachers Retirement System on or after reaching the age of fifty-five (55) shall be entitled to a District contribution for medical, ~~and~~ dental, *and vision* insurance up to an annual maximum amount of ~~\$7000~~ *equal to that of active unit members less \$500* for *retired* unit members *and their eligible dependents, including domestic partners* ~~only for~~ medical, ~~and unit member only~~ dental, *and vision* insurance plans offered by the District as follows:

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

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

RETIREEES – AGE 65 AND OVER

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

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

Section 7.

RETIREMENT PLANS

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

Plan #1. Regular Retirement with Health Benefits Program

Effective July 1, 2015, unit members who reach age 55, meet the requirements of STRS and have ten (10) or more years of temporary, probationary or permanent service in the District, may retire and receive a District contribution for medical, ~~and~~ dental, *and vision* insurance of up to an annual maximum amount of \$7000 ~~per year~~ *equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners only for* medical, ~~and unit member only~~ dental, *and vision* insurance plans offered by the District up to age 65, but not exceeding eight (8) years.

Effective July 1, 2015, unit members who reach age 55, meet the requirements of STRS and have twenty (20) years or more of temporary, probationary or permanent service in the District, may retire and receive a District contribution for medical, ~~and~~ dental, *and vision* insurance of up to an annual maximum amount of \$7000 ~~per year~~ *equal to that of active unit members less \$500 for retired unit members and their eligible dependents, including domestic partners only for* medical, ~~and unit member only~~ dental, *and vision* insurance plans offered by the District up to age 65, or for ten (10) years, whichever occurs first.

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

Plan #2. Pre-Retirement Consultant Program

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

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

Effective July 1, 2015, a participant who enters the program after July 1, 1979 shall receive a District contribution for medical, ~~and dental~~, **and vision** insurance of up to an annual maximum amount of ~~\$7000 per year~~ **equal to that of active unit members less \$500** for **retired** unit members **and their eligible dependents, including domestic partners only for** medical, ~~and unit member only~~ dental, **and vision** insurance plans offered by the District as stated in Plan #1. ~~Participants may maintain eligible dependent coverage by reimbursing the District in advance for premiums required for this coverage.~~ The five-year limit on ~~health and~~ **medical**, dental, **and vision** benefits provided to unit members who retired prior to July 1, 1979 shall not be changed.

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

Plan #3. Pre-Retirement Part-Time Employment

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

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

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

Application for pre-retirement, part-time employment may be initiated at the option of the unit member. The District shall decide whether or not to approve the application based upon the needs of the students, the staffing pattern of the school or department, and length of service of the teacher. No more than four (4) teachers from any school will be permitted to enter this program and no more than two (2) from grades K-5 from any one school or from any one department per year. This limitation may be exceeded by special approval of the District. After a unit member has entered this pre-retirement program, he/she may discontinue his/her participation at the close of any semester with sixty (60) days prior notification to the District, and his/her employment with the District will be terminated accordingly at the close of said semester. A unit member in the program shall

be reinstated to full-time regular service at his/her request with sixty (60) days notice but only at the beginning of a regular school semester. Such unit member shall be limited to a total of five (5) years in any subsequent early retirement program including the years served under Plan #3. Participation in this pre-retirement program is limited to five (5) years. Consideration for unit member preference for assignments within a school or grade level will be given; however, the final decision for assignment shall be based upon the needs of the District.

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

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

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

Plan Transfers

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

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

Part-time Employment - STRS Participation

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

ARTICLE XXIII (New Article)

DISCIPLINE

1. *The intent of this article is to guide the district's behavior when disciplining unit members for minor to moderate violations. For serious violations (e.g. ones that may result in suspensions without pay and/or dismissal), the District shall follow the relevant provisions of Education Code (e.g. Ed Code 44932).*
2. *The district shall take action to discipline a unit member within 10 working days of becoming aware of the unit member's violation. If the district does not take action within the 10 day window, the district shall not discipline the unit member for the alleged violation.*
3. *The district shall document all disciplinary actions using the universal/standard forms based on the FRISK (Facts, Rules, Impact, Suggestions, Knowledge) model. The district shall properly, impartially, and thoroughly investigate all alleged violations before taking action to discipline a unit member.*
4. *If the district did not follow and adhere to all provisions set forth in Article XIII (Parent Complaints) for discipline arising wholly or partly from parent complaints, the district shall not discipline the unit member for the alleged violation.*
5. *All provisions of this article shall be subject to the grievance process and grievance arbitration process defined elsewhere in this contract.*
6. *Absent egregious conduct, the district shall utilize a discipline process which includes the following progression: verbal warning, written warning, written reprimand.*
 - a. *Verbal warning: A verbal warning may result in a written summary thereafter by the administrator. In such instances, the summary shall confirm the matter is a verbal, not a written warning. This written summary shall not be entered into the unit member's personnel file unless, in the event of subsequent discipline for the same violation, the matter is referenced by the district.*
 - b. *Written warning: A written warning may be issued when the verbal warning fails to bring about the proper conduct. Within ten (10) working days of receipt of the written warning, the unit member has the right to provide a written response which shall be attached to the warning and remain part of the district record.*
 - c. *Unless the conduct is egregious and warrants a written reprimand in the first instance, a written reprimand shall not be used unless the unit member has been warned about similar actions within the last two (2) preceding years. Within ten (10) working days of receipt of the written reprimand, the unit member has the right to provide a written response which shall be attached to the reprimand and remain part of the district record.*
7. *A unit member receiving discipline shall be entitled to BHEA representation at all steps of the process.*
8. *All disciplinary action and disciplinary proceedings shall be and remain confidential.*
9. *The district shall train its administrative staff annually prior to the start of the school year on the discipline process in this article.*

- 10. The district and BHEA shall jointly provide trainings for BHEA leadership on the discipline process if requested by BHEA.***
- 11. The discipline process shall not be substituted for the evaluation process (Professional Assessment of Certificated Personnel) found in Article IX.***
- 12. All discipline shall be initiated by the unit member's immediate supervisor at the site level except when it is administratively impracticable or impossible to do so.***
- 13. No disciplinary action shall be based upon information or material which has been received from students or community members unless such complaints have been properly, impartially, and thoroughly investigated by the district.***

Beverly Hills Unified School District Calendar 2016-2017

July

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November

M	T	W	T	F
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14	15	16	17	18
21	22	23	24	25
28	29	30		

December

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

February

M	T	W	T	F
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6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March

M	T	W	T	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April

M	T	W	T	F
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May

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22	23	24	25	26
29	30	31		

June

M	T	W	T	F
			1	2
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Independence Day July 4, 2016
 Pupil Free Day August 4, 2016
 Staff Development Day August 5, 2016
School Opens/Classes Begin August 8, 2016
 Labor Day September 5, 2016
 Local Holidays..... October 3, 4, & 12, 2016
 Second Trimester Begins..... October 31, 2016
 Veterans Day November 11, 2016
 Thanksgiving..... November 24-25 2016
 6-12 Pupil Free Day (school in session PK-5).... Dec. 16, 2016
 Winter Recess..... December 19, 2016-January 2, 2017

Second Semester Begins January 3, 2017
 K-12 Staff Development Day January 13, 2017
 Martin Luther King Day January 16, 2017
 K-5 Pupil Free Day (school in session 6-12) February 10, 2017
 Presidents Days..... February 13 & 20, 2017
 Third Trimester Begins..... February 14, 2017
 Spring Recess..... March 20-24, 2017
 K-12 Staff Development Day April 11, 2017
Close of School/Last Day of Classes..... May 25, 2017
 Pupil Free Day/BHHS Graduation May 26, 2017
 Memorial Day..... May 29, 2017

LEGEND:

- = Legal Holidays
- ◐ = School Recesses
- ◇ = 6-12 Pupil Free Day
- = Staff Dev. Day (No School)
- = Local Holidays
- ⬡ = PK-12 Pupil Free Day
- △ = PK-5 Pupil Free Day
- = Opening/Closing of Sch.

Staff Service Days.....3
 Staff Development Days.....3
 Total Days of Instruction..... 180

Beverly Hills Unified School District Calendar 2017-2018

July

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October

M	T	W	T	F
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November

M	T	W	T	F
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6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May

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7	8	9	10	11
14	15	16	17	18
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28	29	30	31	

June

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Independence Day July 4, 2017
 Pupil Free Day August 3, 2017
 Staff Development Day August 4, 2017
School Opens/Classes Begin August 7, 2017
 Labor Day September 4, 2017
 Local Holidays September 21 & 22, 2017
 Staff Development Day October 20, 2017
 Second Trimester Begins November 6, 2017
 Veterans Day November 10, 2017
 Thanksgiving November 22, 23 & 24, 2017
 6-12 Pupil Free Day (school in session PK-5) Dec. 21, 2017
 Winter Recess December 22, 2017-January 5, 2018

Second Semester Begins January 8, 2018
 Martin Luther King Day January 15, 2018
 Presidents Days February 12 & 19, 2018
 K-5 Pupil Free Day (school in session 6-12) February 26, 2018
 Third Trimester Begins February 27, 2018
 Spring Recess March 19-23, 2018
 K-12 Staff Development Day April 2, 2018
Close of School/Last Day of Classes May 24, 2018
 Pupil Free Day/BHHS Graduation May 25, 2018
 Memorial Day May 28, 2018

LEGEND:

- = Legal Holidays
- = School Recesses
- ◇ = 6-12 Pupil Free Day
- = Staff Dev. Day (No School)
- = Local Holidays
- ⬡ = PK-12 Pupil Free Day
- △ = PK-5 Pupil Free Day
- = Opening/Closing of Sch.

Staff Service Days 3
 Staff Development Days 3
 Total Days of Instruction 180