



CONSTITUTION

and

BYLAWS

of the

Beverly Hills Education Association/CTA/NEA

(Bylaws revised: 4/6/2018)

Key:

Previous Revision

~~To be removed~~

New, to be added

TABLE OF CONTENTS

	PAGE
TABLE OF CONTENTS	ii
CONSTITUTION	iv
Article I: Name and Location.....	iv
Article II: Purposes.....	iv
Article III: Membership.....	iv
Article IV: Governance.....	iv
Article V: Bylaws.....	v
Article VI: Affiliation.....	v
Article VII: Amendment.....	v
BYLAWS	2
Article I: Name and Location.....	2
Article II: Purpose	2
Article III: Affiliation with the CTA/NEA.....	2
Article IV: Membership.....	2
Article V: Dues, Fees, and Assessments	3
Article VI: School/Site Branches	3
Article VII: Representative Council.....	4
Article VIII: Branch Representatives	5
Article IX: Officers.....	5
Article X: Executive Board.....	8
Article XI: Meetings of the General Active Membership	9
Article XII: Bargaining Team.....	9
Article XIII: Grievance Processing	11
Article XIV: Nominations and Elections.....	11
Article XV: Committees.....	12
Article XVI: Parliamentary Authority.....	12
Article XVII: Amendments/Procedures	12
STANDING RULES	13
Nominations and Elections.....	13
A. Elections Committee.....	13
B. Election Requirements	13
C. Announcement.....	14
D. Timeline	14
E. Finances.....	14
F. Candidate’s Rights	14
G. Ballot.....	15
H. Distribution of Ballots and Method of Voting	15
I. Vote Requirement	17
J. Counting of Ballots.....	18
K. Observers.....	19
L. Challenge Procedure	19

M. Initiative Procedures.....	20
N. Referendum Procedures.....	20
O. Recall Procedures.....	21
P. Local BHEA Elections.....	22
Q. CTA State Council Representatives and NEA Delegates.....	22
APPENDICES.....	23
I. Political Action Committee.....	23
II. Site-Based Decision Making Councils (SSC).....	23
III. Peer Assistance/Review (PAR).....	24
A. Joint Committee.....	24
B. Participating Teachers.....	26
C. Consulting Teachers.....	27
D. Rules and Procedures for Selection of Consulting Teachers.....	29
E. Other Provisions.....	29

CONSTITUTION
of the
Beverly Hills Education Association

(as amended 05/22/1998)

ARTICLE I: NAME AND LOCATION

The name of this organization is the Beverly Hills Education Association/CTA/NEA in Los Angeles County

ARTICLE II: PURPOSES

The primary purposes of this Association shall be:

- A. To represent its members in their relations with their employer, and to seek to be the exclusive representative of appropriate units of school employees in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;
- B. To form a representative body capable of developing group opinion on professional matters to speak with authority for teachers and other represented staff;
- C. To provide an opportunity for continuous study and action on issues of the profession;
- D. To provide a means of representation for its ethnic-minority members;
- E. To promote professional attitudes and ethical conduct among members;
- F. To encourage cooperation and communication between the profession and the community;
- G. To foster good fellowship among members.

ARTICLE III: MEMBERSHIP

Those persons serving in a position or positions requiring certification in the employment of the Beverly Hills Unified School District shall be entitled to be members of this Association. Those persons serving in a position or positions represented by the Office, Technical, and Business Services Unit or the Instructional Assistants Unit shall be entitled to membership in this Association. The qualifications and other requirements of membership shall be provided for in the By-Laws of this Association.

ARTICLE IV: GOVERNANCE

The supreme governing authority of this Association shall be the membership acting in accordance with the Constitution and Bylaws of the Association. A Board of Directors and a Representative Council shall have governing authority and powers as provided in the Bylaws.

ARTICLE V: BYLAWS

The general membership and the Representative Council shall have the power to adopt Bylaws not inconsistent with this Constitution.

ARTICLE VI: AFFILIATION

This Association shall be a charter chapter of the California Teachers Association and an affiliated local Association of the National Education Association.

ARTICLE VII: AMENDMENT

This Constitution shall be amended by a majority vote of the general membership as provided in the Bylaws.

BYLAWS

Beverly Hills Education Association/CTA/NEA

I. NAME AND LOCATION

The name of this Association shall be the Beverly Hills Education Association/CTA/NEA in Los Angeles County.

II. PURPOSE

The primary purposes of this Association shall be:

- A. To represent its active members in their relations with their employer, and to seek to be the exclusive representative of appropriate units of school employees in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;
- B. To form a representative body capable of developing group opinion on professional matters and to speak with authority for its active members;
- C. To provide an opportunity for continuous study and action on problems of the profession;
- D. To provide a means of representation for its ethnic-minority active members;
- E. To promote professional attitudes and ethical conduct among active members;
- F. To encourage cooperation and communication between the profession and the community;
and
- G. To foster good fellowship amongst active members.

III. AFFILIATION WITH THE CTA/NEA

- A. The Beverly Hills Education Association shall be a chartered chapter of the California Teachers Association (CTA).
- B. The Beverly Hills Education Association shall be an affiliated local association of the National Education Association (NEA).

IV. MEMBERSHIP

- A. Categories of Membership. There shall be five categories of membership in the Association: Active, Staff, Student, Retired and Associate. (*See CTA Bylaws – Article III – Membership, Section 3 for descriptions*)
- B. Active membership shall be open to any person who is engaged in or who is on limited leave of absence from professional educational work, is an employee of Beverly Hills Unified School District, and whose primary assignment is such as not to hold supervisory responsibility over other certificated or classified employees to such an extent as not to be represented in the negotiations process by the bargaining units.

- C. Active membership may be granted upon initiation of payroll deduction or upon payment of annual Chapter/CTA/NEA dues appropriate to the class of active membership.
- D. The right to vote and to hold elective office or appointive position within the Association shall be limited to Active members.
- E. Active members shall be eligible to vote in all elections, hold elective office or appointive position, receive special services, obtain assistance in the protection of professional and civil rights, and receive reports and publications of the Association.
- F. An individual who is serving as a negotiator for a public school employer shall not be eligible for active membership in the Association.
- G. Active members shall adhere to The Code of Ethics of the Education Profession.
- H. The rights to and privileges of active membership shall not be abridged in any way because of age, sex, race, color, ethnic group, marital status, national origin, creed, disability, or sexual orientation.
- I. No active member of the Association may be disciplined without a due process hearing, which shall include the established appellate procedure.
- J. The active membership year shall be that period of time from August 1 of any given calendar year through July 31 of the following calendar year, inclusive.

V. DUES, FEES, AND ASSESSMENTS

- A. The basic annual dues level for Active members, and representation fee for non-members represented in the bargaining unit, shall be sufficient to cover the operating expenses of the Association, the dues of CTA, and the dues of NEA.
- B. The Association's portion of the basic annual dues, and the representation fee for non-members, shall be established by action of the Representative Council at the last regular meeting of the school year.
- C. The chapter (local) shall apportion the representation fee or organizational security fee on the same percentage basis as the Chapter/CTA/NEA dues and shall be collected via payroll deduction. In the case of conscientious objectors, the annual fee shall be paid to the association in a lump sum at the beginning of the year.
- D. Active membership in a given class or category shall be continuous after initial enrollment until delinquent or until a change in professional status shall make the active member ineligible for that unit, class or category. If in any calendar year an active member has not either paid the established annual membership dues for the current membership year, or made satisfactory arrangements for payment, then that person's active membership shall be considered delinquent and the fees shall immediately begin to be deducted on a monthly basis via pay warrants.

VI. SCHOOL/SITE BRANCHES

- A. Active members of the Association at each school/site shall constitute a subordinate branch of the Association at each school/site to pursue the purposes of the Association at each school/site in accordance with the policies of the Association.

- B. Each branch shall adopt its own rules and be responsible for electing its own representatives to the Association's Representative Council in accordance with the policies of the Association.

VII. REPRESENTATIVE COUNCIL

- A. The policy-making body of the Association shall be a Representative Council. The Representative Council, comprised of active members of the Association, derives its powers from and shall be responsible to the active membership.
- B. The Representative Council shall be composed of the following Active members:
 - 1. Executive Board, ex-officio;
 - 2. Branch Representatives elected on the basis of one-person one-vote;
 - 3. The following additional representatives:
 - a. Committee Chairpersons, ex-officio non-voting;
 - b. CTA State Council Representatives, if any; and
 - c. Any active members of the Association who hold CTA/NEA offices or committee appointments, ex-officio non-voting.
- C. The Representative Council shall:
 - 1. Establish Association policies and objectives;
 - 2. Adopt the annual budget of the Association on or before the first meeting of the school year;
 - 3. Approve the establishment or discontinuance of committees recommended by the Executive Board; and
 - 4. Establish the dues of the Association.
- D. The Representative Council shall meet at least once during each school month; the number, place and time of meetings to be decided by the Executive Board.
- E. Special meetings of the Representative Council may be called by the President, the Executive Board, or by the petition of twenty percent (20%) of the active membership.
- F. Special meetings of the Representative Council shall be called for a specific purpose and no business other than that for which the meeting is called may be transacted.
- G. Notices and agendas for all meetings of the Representative Council shall be sent to all active members of the Representative Council at least two days prior to the date of the meeting.
- H. For emergency meetings of the Representative Council during crisis situations, the Executive Board shall adopt procedures to notify representatives of meeting dates, places, and times.
- I. A quorum for all meetings of the Representative Council shall consist of a majority of all voting active members of the Representative Council.

- J. Active members of the Representative Council shall serve a term of two (2) years, commencing on June 16 of any calendar year. (EXCEPT FOR THE CTA STATE COUNCIL REPRESENTATIVES, WHOSE TERMS ARE SET BY CTA).
- K. Each elected active member of the representative council, exclusive of those who receive a stipend, shall be entitled to receive a refund of their annual BHEA local dues providing that he or she attends at least eight (8) of the ten (10) regularly scheduled representative council meetings from June 16 through the following June 15. Refunds shall be issued at the final Representative Council meeting of the school year.

VIII. BRANCH REPRESENTATIVES

- A. Branch representatives shall be elected by and from the Active membership for each staff group. Such election shall be by open nominations and by secret ballot.
- B. Each staff branch shall be entitled to at least one representative and shall have one representative for each 20 Certificated Association active members on the staff, or major fraction thereof. There shall be one OTBS Representative for the four K-8 schools, one for the high school, and one for the District Office. There shall be one IA Representative for each 20 instructional aides.
- C. Active members who are not represented through an individual school staff group shall be counted as a special branch group entitled to the same representation on the Representative Council as individual school branches.
- D. Vacancies in the position of Representative shall be deemed to exist in the case of death, resignation, or inability to serve in this position. The Representative Council shall have the authority to appoint a replacement until a regularly scheduled election is held. Under no circumstances may an appointed representative serve for more than a maximum term of six months. At the end of the six-month term, a special election must be held.
- E. Branch Representatives shall:
 - 1. Conduct constant and ongoing liaison between the Representative Council and the Active members of the branch unit;
 - 2. Serve as the official channel through which written communications and publications can be easily and quickly transmitted between the Association and the Active members;
 - 3. Represent the views and input of the Active membership of the school/site branch in votes taken in the Representative Council, conducting frequent and regular polls of such active membership for this purpose; and
 - 4. Perform such additional duties as prescribed by the Executive Board.
 - 5. A Branch Representative may not conduct an election in which he/she is a candidate.

IX. OFFICERS

- A. The officers of the Association shall be a Certificated President and Vice-President, elected by active members of the Certificated Unit; an Office, Technical, and Business Services (OTBS) President and Vice-President, elected by active members of the OTBS Unit; an Instructional Assistants (IA) President and Vice-President, elected by active members of the IA Unit; and a Secretary and a Treasurer, elected by all active members of the Association.

- B. These officers shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in their respective positions during their terms of office.
- C. These officers shall be elected by and from the Active membership of the Association. Such election shall be by open nominations and secret ballot.
- D. Officers shall be elected for a term of two (2) years, commencing on June 16 of any calendar year.
- E. A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve in any of the offices of the Association. If there is a vacancy occurring in the office of the President, the Vice-President of that respective unit shall assume the office. In the event a vacancy occurs in the other offices, a special election shall be held to elect successors to fill the unexpired terms within twenty-five (25) school days. In the case of simultaneous vacancy of both the President and Vice President, a special election to fill both unexpired terms will be held within 30 days.
- F. The Presidents shall be the chief executive officers of the Association and its policy leaders.

The Presidents shall:

1. Preside at all meetings of the Association, the Representative Council and Executive Board;
2. Prepare the agenda for the meetings of the Association, the Representative Council and the Executive Board;
3. Be the official spokespersons for the Association and be in charge of all Association publications;
4. Be familiar with the governance documents of the Association, CTA, and NEA;
5. Appoint all chairpersons and members of committees, and of the bargaining teams, with the approval of the Executive Board;
6. Co-sign all checks, with the Treasurer, drawn upon the treasury (Certificated President only).
7. Call meetings of the Association and the Executive Board;
8. Suggest policies, plans and activities for the Association and be held responsible for the progress and work of the Association;
9. Attend or send an alternate to meetings of the Service Center Council of which the Association is a part;
10. Attend other CTA/NEA meetings as directed by the Representative Council;
11. Attend or send an alternate to all BHUSD Board of Education meetings and report back to Representative Council;
12. Keep and maintain a complete chronological file of all documents generated by the Association;
13. The Certificated President shall receive a stipend of \$10,000 (ten thousand dollars) for duties performed in that office during the school year from June 16 to June 15. The

stipend shall be paid in three installments: a payment of \$2,000 at the start of the school year and two payments of \$4,000 at the end of each semester.

14. The OTBS President will receive a yearly stipend of \$2,000 for duties performed in that office. The stipend shall be paid in two equal amounts of \$1,000 at the end of each semester.
15. The IA President will receive a yearly stipend of \$4,000 (four thousand) for duties performed in that office. The stipend shall be paid in two equal amounts of \$2,000 at the end of each semester.
16. In the case where an officer receiving a stipend either resigns or can no longer perform their duties or attend meetings, they shall receive their stipend on a pro-rated basis for days of service up to the date of ending service. Payments will be made at the end of each semester.

G. The Vice-President shall:

1. Serve as assistant to the President in all duties of the President;
2. Assume the duties of the President in the absence of the President;
3. Be responsible for the formation and distribution of the Association's calendar of activities, events, elections, and meetings;
4. Serve as coordinator of committee activities at the direction of the President;
5. Be responsible, at the direction of the President, for coordinating solicitation and maintaining records of Association active membership;
6. Assume the role of Organizing Committee Chair at the direction of the President;
7. Assume the role of Elections Committee Chair at the direction of the President;
8. The Certificated Vice-President shall receive a stipend of \$1,500 (one thousand five hundred dollars) for duties performed in that office during the school year. The stipend shall be paid in two equal amounts of \$750.00 at the end of each semester.
9. The OTBS Vice-President shall receive a stipend of \$500 (five hundred dollars) for duties performed in that office during the school year. The stipend shall be paid in two equal amounts of \$250.00 at the end of each semester.
10. The IA Vice-President shall receive a stipend of \$500 (five hundred dollars) for duties performed in that office during the school year. The stipend shall be paid in two equal amounts of \$250.00 at the end of each semester.

H. The Secretary shall:

1. Keep a careful and accurate record of the proceedings of each meeting, regular or special, of the Association, Representative Council, and the Executive Board;
2. Be responsible for the distribution of minutes, notice of meetings, and agendas for all meetings to active members of the Representative Council and Executive Board; and to the active membership when appropriate;
3. Keep an accurate roster of the active membership of the Association and of all committees; and

4. Carry on the correspondence pertaining to the affairs of the Association as directed by the President.
 5. The Secretary shall receive a stipend of \$1,000 (one thousand dollars) for duties performed in that office during the school year from June 16 to June 15. The stipend shall be paid in two equal amounts of \$500 at the end of each semester.
- I. The Treasurer shall:
1. Receive all funds belonging to the Association and be responsible for their safekeeping and accounting;
 2. Pay out such funds upon orders of the President and co-sign, with the President, all checks drawn upon the treasury;
 3. Prepare a written financial report for each regular meeting of the Representative Council and Executive Board, or whenever directed;
 4. Be responsible for an annual audit of the books of the Association and distributing a summary of this audit to the active membership; and
 5. Submit active membership and financial reports to CTA, NEA, and other agencies as required by law.
 6. The Treasurer shall receive a stipend of \$2,000 (two thousand dollars) for duties performed in that office during the school year from June 16 to June 15. The stipend shall be paid in two equal amounts of \$1,000 at the end of each semester.

X. EXECUTIVE BOARD

- A. The Executive Board shall be composed of the officers and five at-large Directors elected at large from the active membership, as long as this complies with the “one-person – one-vote” rule. One Director will be elected for each 65 unit members, or major fractions thereof, by the high school staff, the K-5 staff, the middle school staff, and one Director elected district-wide.
- B. All active members of the Executive Board shall be and remain currently paid-up local, state, and national (Active) members as a condition for nomination to and service in this position.
- C. The at-large Directors of the Executive Board shall be elected with open nominations and by secret ballot by separate constituencies: One Director will be elected for each 65 unit members, or major fractions thereof, by the high school staff, the K-5 staff, the middle school staff, and one Director elected district-wide.
- D. The at-large Directors of the Executive Board shall be elected for a term of two (2) years, commencing on June 16 of any calendar year.
- E. Vacancies in the position of at-large members of the Executive Board shall be deemed to exist in the case of death, resignation, or inability to serve, including a limited leave of absence, in this position. Upon returning from such a limited leave of absence, the active member may resume their position on the Executive Board. If there is a vacancy occurring in this position, and there are candidates seeking to fill this position, a special election to fill the vacancy must be held within ~~thirty~~ twenty-five school (25) days.

- F. The Executive Board shall meet before each regular meeting of the Representative Council and at such other times as the President may deem necessary, or upon written petition of a majority of the active members of the Executive Board.
- G. The duties of the Executive Board shall be to:
 - 1. Carry on the affairs of the Association between meetings of the Representative Council;
 - 2. Coordinate the activities of the Association;
 - 3. Act for the Representative Council when school is not in session;
 - 4. Direct the bargaining activities and grievance processing of the Association, subject to policies set by the Representative Council;
 - 5. Approve appointment and removal of bargaining team members, subject to notification to the Representative Council;
 - 6. Recommend a budget for the Association to the Representative Council;
 - 7. Approve Committee appointments;
 - 8. Adopt the Standing Rules for the Association; and
 - 9. Exercise all the business and organizational powers and duties for the Association as prescribed by law and these bylaws, subject to any restrictions that may be imposed by the Representative Council.
- H. A quorum for all meetings of the Executive Board shall consist of a majority of the active members of that body.
- I. Each elected active member of the Executive Board, exclusive of those who receive a stipend, shall be entitled to receive a refund of their annual BHEA local dues providing that he or she attends at least sixteen (16) of the twenty (20) scheduled Executive Board meetings and Representative Council meetings from June 16 to the following June 15. Refunds shall be issued at the final Representative Council meeting of the school year.

XI. MEETINGS OF THE GENERAL ACTIVE MEMBERSHIP:

- A. Meetings of the Association may be called by the President, the Executive Board, or by written petition of twenty percent (20%) of the active membership.
- B. Notices of the Association meetings including date, place, time, and purpose of the meeting shall be made available to all active members of the Association at least two days before the meeting except during crisis situations.
- C. For emergency meetings during crisis situations, the Executive Board shall adopt procedures to notify the Association active membership of meeting dates, places and times.
- D. A quorum for meetings of the Association shall be twenty percent (20%) of the active membership.

XII. BARGAINING TEAM

- A. The Bargaining Team and such alternates as the Executive Board deems necessary shall be appointed by the Presidents of their respective units and approved by the Executive Board, subject to notification of the Representative Council.

- B. The Presidents of each of the respective units shall appoint all members and the chairperson of the Bargaining Team with the concurrence of the Executive Board.
- C. Members of the certificated bargaining team are appointed for a term of two years. Certificated bargaining team members may be reappointed by the certificated president for a total of five (5) consecutive terms, or ten years, after which time said members must leave the team for a two-year period. Members of the 2012-2013 bargaining team will be considered grandfathered-in for the current term of the certificated president.
- D. Vacancies created by resignation or inability to serve shall be filled by the Executive Board from the list of alternates.
- E. The Executive Board, by two-thirds (2/3) majority, may remove a member of the Bargaining Team.
- F. The duties of the Bargaining Team are to represent and to bargain for the bargaining unit(s) upon the direction of the Executive Board.
- G. Responsibility and authority for directing the bargaining process on behalf of the Association are vested in the Executive Board subject to policies established by the active membership through Representative Council.
- H. Employees in each appropriate bargaining unit shall be surveyed to determine contents of the proposed contract demands, and the contract proposal for each appropriate unit shall be approved by Association members in that unit.
- I. The Bargaining Team shall report its activities to the Executive Board in such form and with such frequency as the Executive Board may require.
- J. The Executive Board and/or the Presidents shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Team to the general membership.
- K. Agreements reached between the Bargaining Team and the school board or its representatives shall be considered tentative and not binding upon the Association until such agreements have been ratified by the active membership in the appropriate units unless such ratification has been specifically waived or otherwise delegated by that active membership.
- L. At the outset of a new Presidential term the Bargaining Team shall report to Representative Council to review bargaining philosophy.
- M. During the summer, the Bargaining Teams shall meet with the Executive Board at least once before the start of the school year.
- N. Each appointed active member of the certificated Bargaining Team shall receive a stipend of \$250 (two hundred fifty dollars) for duties performed in that capacity from June 16 through the following June 15. Stipends shall be issued at end of the school year.
- O. The certificated Bargaining Team Chair shall be entitled to receive a refund of his or her annual BHEA local dues providing that he or she attends at least eight (8) of the ten (10) regularly scheduled Executive Board and at least eight (8) of the ten (10) regularly scheduled Representative Council meetings from June 16 through the following June 15. The refund will be issued at the final Representative Council meeting of the school year.

XIII. GRIEVANCE PROCESSING

- A. The Executive Board shall adopt, with the approval of the Representative Council, the procedures for grievance processing.
- B. These procedures shall include, but not be limited to, the following:
 - 1. Provide for representation to assist all members of the bargaining unit(s) in processing grievances;
 - 2. Training for handling grievances; and
 - 3. Evaluation of the Association's grievance policies and procedures.
- C. The Grievance Committee Chair shall receive a stipend of \$250 (two hundred fifty dollars) for duties performed in that capacity from June 16 through the following June 15. Stipends shall be issued at end of the school year.

XIV. NOMINATIONS AND ELECTIONS

- A. There shall be an appointed Elections Committee.
 - 1. The Elections Committee and Chairperson shall be appointed by the president and approved by the appropriate governance body to which it is responsible;
 - 2. The Committee shall be composed of at least three members who are not on the Executive Board, who are familiar with the unit operations, and who are not seeking election.
- B. Elections shall be conducted with:
 - 1. Open nomination procedure;
 - 2. Secret ballot voting for all active members;
 - 3. All active member vote;
 - 4. Record of voters receiving or casting ballots;
 - 5. Majority vote, unless otherwise specified.
- C. State Council Representative elections shall be conducted in accordance with CTA guidelines after the chapter or service center council has been notified to do so by the CTA Elections Committee.
- D. NEA State Delegate elections shall be conducted in accordance with CTA guidelines.
- E. NEA Local Delegate elections shall be conducted in accordance with NEA/CTA guidelines.
- F. The duties of the Elections Committee shall be to:
 - 1. Ensure that all chapter/CTA/NEA election codes and timelines are followed;
 - 2. Establish election timelines;
 - 3. Develop and carry out timelines and procedures;
 - 4. Prepare ballots for election of officers and such other elections as may be necessary;
 - 5. Count the ballots and certify the results;

6. Handle initial challenges;
7. Ensure that elections are conducted in a fair and impartial manner.

XV. COMMITTEES

- A. Committees, except as otherwise provided in these bylaws, may be established and discontinued by the Executive Board, subject to approval by the Representative Council.
- B. Each committee shall submit periodic reports to the Executive Board and Representative Council.
- C. Committee chairs shall be appointed by the President with the consent of the Executive Board. Each chair may appoint committee members with the consent of the President.

XVI. PARLIAMENTARY AUTHORITY

Robert's Rules of Order, Newly Revised, latest edition, shall be followed at all meetings of the Association, the Representative Council, and the Executive Board.

XVII. AMENDMENTS/PROCEDURES:

- A. These Bylaws may be amended by a two-thirds (2/3) vote of the representatives at any regular or special meeting of the Representative Council. Notice in writing of a proposed Bylaws amendment shall have been submitted to the Secretary and provided to members of the Representative Council at the meeting preceding the one at which it is to be voted upon.
- B. The Constitution of this Association may be amended by a majority vote of the active members of the Association, provided that the proposed amendments, together with a recommendation of the Representative Council shall be posted at each site at least ten (10) days before the vote.

STANDING RULES

These Standing Rules are the day-to-day rules by which BHEA runs its meetings and business. They can be changed by a simple majority vote of the Executive Board.

I. NOMINATIONS AND ELECTIONS

A. Elections Committee

1. There shall be an Elections Committee.
2. The Elections Committee and Chairperson shall be appointed by the president and approved by the appropriate governance body to which it is responsible.
3. The Elections Committee shall be composed of at least three active members who are not on the Executive Board, who are familiar with the unit operations, and who are not seeking election.
4. An active member shall abstain from participation in Elections Committee activities during the period in which s/he or her/his immediate family member is a candidate.
5. The Vice President shall serve as the elections Committee Chair at the direction of the President.

B. Election Requirements

1. Nominations for office shall be made as follows:
 - a. Any active member, at his/her request, shall have his/her name placed upon the ballot for an office of the Association.
 - b. The name of any active member may be placed in nomination by any other active member, with the consent of the nominee.
2. Every active member shall be assured of voting by secret ballot.
3. There shall be at least a fifteen (15) day period between notice of election and the actual voting.
4. There shall be an all-active member vote. An active member who is on leave or off-track shall be sent election information by mail to his/her last known residence.
5. BHEA shall provide means for all active members to vote (including vote by mail), and it shall be the responsibility of the member to notify the chapter if s/he desires a ballot at a site other than the regularly scheduled voting place.
6. An active member shall acknowledge receipt of a ballot by signature on a registration sheet at the time of issuance of the ballot or on an envelope when returning the voted ballot.
7. If a roster of Active members is prepared for a school site ahead of time, initials of the member may be accepted.
8. All elections shall be decided by a majority vote, unless otherwise specified. In the event no candidate receives a majority vote, a run-off election shall be held between the two candidates receiving the highest number of votes.

C. Announcement

1. The announcement of election shall include the offices, length of terms, and the election timeline.
2. The announcement shall be publicized in a manner that every active member has an opportunity to file a declaration of candidacy.

D. Timeline

1. Schools on alternative calendars shall be considered when setting election timelines.
2. The timeline for the election shall include dates for:
 - a. Time, date, and place where declarations of candidacy are to be received. Literature shall include information that date is receipt date and not postmark date.
 - b. Date for acknowledgment of declarations from candidates.
 - c. Date for preparation of ballots.
 - d. Date on which ballots will be distributed.
 - e. Date(s) when voting will take place.
 - f. Deadline date for requesting absentee ballot.
 - g. Deadline date, time and place for return of ballots, including absentee ballots.
 - h. Date, time and place where ballots will be counted.
 - i. Date(s) that announcement of results will be made to leadership, candidates and active members.
 - j. Dates and timelines for run-off election, if necessary.
 - k. Deadline for filing of challenges.

E. Finances

1. Chapter monies received through dues, assessment or similar levy shall not be used to promote any candidate.
2. A candidate may not accept direct contributions from a chapter's treasury or indirect contributions in the form of use of a chapter's assets, facilities, staff, equipment, mailings, good will and credit.
3. BHEA may not state or indicate its preference for a candidate in the unit's publications.
4. The official logo of BHEA or official Association title may not be used in a way that suggests that the candidate has the support of BHEA, CTA, or any of its affiliates.

F. Candidate's Rights

1. Privileges extended to one candidate shall be extended to all candidates.
2. Each candidate shall receive a copy of the election timeline, procedures and guidelines.
3. Each candidate shall have the right to a list of the names and addresses of all school sites and the number of Active members at each site for the purposes of campaigning.

4. Each candidate shall be treated in a fair and equitable manner in the printing and distribution of campaign statements.

G. Ballot

1. The names of the candidates shall be printed on the ballot in CTA alphabetical order. The name of each candidate shall be as printed on the declaration of candidacy. When a candidate's last name is hyphenated, the name before the hyphen shall be used for placement on the ballot.
2. The ballot shall state the name of the office, the term, and the names of the candidates.
3. The ballot shall include space for a write-in candidate, except in run-off elections.

H. Distribution of Ballots and Method of Voting

1. Each active member shall receive a ballot.
2. Voting shall be by one or a combination of the following methods:

- a. At School Site/Specified Voting Site

(If a Site Representative is a candidate, refer to A. Elections Committee, 4.)

- (1) Voting At School Site(s)/Specified Voting Site

- (a). Each voter must sign or initial a voter roster/sign-up sheet before receiving a ballot.
 - i. Voter Roster – List of eligible voters.
 - ii. Voter Sign-up Sheet – List of eligible voters which includes a place for a signature.
- (b). The marked ballot must be returned to a designated site representative or ballot box.
- (c). Site representatives must return all voter roster/sign-up sheets and ballots to the Elections Committee by the designated date and time.

- (2). Voting At School Site(s)/Specified Voting Site Using Envelopes

When voting is conducted at school or specified sites using envelopes, the procedure shall be as follows:

- (a). A list of current Active members shall be prepared, which includes each active member's name and school address.
- (b). The voter shall be provided with the following:
 - i. A ballot;
 - ii. Instructions on the folding of the ballot in the inner envelope, placement of the ballot in the unsigned inner envelope, signature on the outer envelope addressed to the chapter, and deadline date for receipt of the voted ballot at the chapter office;
 - iii. A small envelope (inner envelope) in which to place the voted ballot, and;

- iv. A larger envelope (outer envelope) addressed to the chapter, on which the voter prints and signs his/her name.
 - (c). At the time of counting of the ballots, the names on the outer envelope shall be checked against the official list of voters. The name on the official list shall be marked to show that the voter has returned a ballot.
 - (d). The outer envelope shall then be opened and put in a separate stack for safekeeping as a record of voters.
 - (e). All inner envelopes shall be placed in a separate receptacle.
 - (f). The inner envelopes shall be slit and the ballots removed from the envelopes, stacked and then counted.
 - (g). Active members who are off-track or on a dues paying leave shall be notified by mail in order to provide them an opportunity and right to vote.
- b. By mail

When the voting is conducted by mail, the procedure shall be as follows:

- (1). Active members who are off-track or on a dues paying leave shall be notified by mail in order to provide them an opportunity and right to vote.
- (2). Special care should be taken in all phases of handling of ballots to ensure the accuracy and the secrecy of voting by mail. The following procedures and guidelines have been developed for this situation:
 - (a). A list of current Active members shall be prepared, which includes the following: name, school and home address.
 - (b). The mailing list shall exactly correspond to the current official roll of voting active members.
 - (c). Each voter shall be provided with:
 - (i) A ballot;
 - (ii) Instructions on:
 - (a). Folding and placing of the ballot in the unsigned inner envelope;
 - (b). Placing of the unsigned inner envelope into the outer envelope;
 - (c). Signature and school on the outer envelope addressed to the chapter; and
 - (d). Deadline date for receipt of the voted ballot at the chapter office.
 - (iii) Inner envelope;
 - (iv) Outer return envelope, addressed to the chapter; and
 - (v) Instructions on returning of the voted ballot, including the signature.
 - (d). The ballot shall be date stamped when it is received in the chapter office and then put in a safe place until the votes are to be counted.
 - (e). At the time of counting, the names on the outer envelope shall be checked against the official list of teachers who are off-track.

- (f). The outer envelopes shall then be opened and put in a separate stack for safekeeping as a record of voters.
- (g). All inner envelopes shall be placed in a separate receptacle.
- (h). The inner envelopes shall be slit and the ballots removed from the envelopes, stacked, and then counted.

I. Vote Requirements

1. All vote requirements shall be established in accordance with CTA guidelines. Unless otherwise specified, all elections shall be decided by majority vote. Write-in votes are valid and must be counted.
 - a. A majority vote means more than fifty percent (50%) of the legal votes cast.
 - b. A plurality vote means the largest number of votes to be given any candidate or issue.
 - c. A two-thirds (2/3) vote means at least two thirds (2/3) of the legal votes cast.
 - d. For unit officers, the election will be by majority.
 - e. For State Council: [See the Election Timelines, Procedures, and Guidelines in section IV-9.2 of the CTA Elections Manual.]
 - (1) If a unit is a single electoral district or a multiple unit electoral district, the election for State Council Representative will be by majority vote.
 - (2) If the unit is within a multiple unit electoral district, results must be sent to the Service Center Council Elections Committee to determine if a candidate has received a majority vote.
 - f. If a candidate does not receive a majority vote, a run-off election shall be conducted among the candidates receiving the highest number of votes. The names on the ballot will be one (1) more than the number of vacancies to be filled. When there are only two candidates for an office, the candidate receiving the higher number of legal votes cast shall be declared elected. There shall be no provisions for write-in candidates in run-off elections.
 - g. For NEA Local Delegates, the election will be by majority or plurality vote, as defined in the unit's governance documents. Results must be sent to the CTA Governance Support Department and to the Service Center Council.
 - h. An election for NEA Delegates may be waived and the candidate(s) declared elected if, following a period of open nominations, the number of candidates is equal to or less than the number of delegate positions to be filled. An affiliate utilizing this provision must have adopted a governing provision or election policy allowing such a practice. This election practice will not generate successor delegates unless the nomination process requires candidates for both regular and successor delegate positions.
 - i. For NEA State Delegates, the election will be by majority or plurality vote as defined in the unit's governance documents. Successor delegates (alternates) are ranked in the order of votes received. Results must be sent to the Service Center Council, which will forward the results to CTA.

- j. For additional CTA/NEA election guidelines refer to the official CTA Elections Manual.

J. Counting of Ballots

1. Upon receipt of ballots, tally sheets and signature sheets, the Elections Committee shall count the ballots in a secure area with only the Elections Committee members and observers present.
2. The Elections Committee shall count valid ballots and set aside any ballot(s) on which there is a question, such as:
 - a. Blank ballot;
 - b. More ballots than signatures;
 - c. Ballot submitted after deadline;
 - d. Voter not an Active member;
 - e. Voter's intent unclear;
 - f. Votes cast for more than number allowed;
 - g. Vote cast on unofficial ballot;
 - h. Vote cast for ineligible candidate.
3. The Elections Committee shall make a determination on whether the vote(s) in each category should be counted, and make a note of the decision. Each category of ballot shall be kept separate.
4. The Elections Committee shall prepare the Final Report, recording the following information:
 - a. Total number of ballots cast.
 - b. The number of set aside ballots with an explanation for each category of ballot not counted.
 - c. The number needed to win or pass.
 - d. The number of votes received by each candidate or issue.
 - e. A notation regarding whether the set aside votes would affect the outcome.
 - f. Signature of each Elections Committee member present during the preparation of the report.
5. The Elections Chair shall submit the Final Report to the President or designee who shall inform all candidates of the results.
6. The President shall announce the results as prescribed by the timelines.
7. If the votes set aside would affect the outcome of the election, the President and the appropriate body shall decide:
 - a. To count the votes which have been set aside;
 - b. Not to count the votes which have been set aside; or
 - c. If the election should be conducted again.

Any candidate who may be affected by the vote shall not be allowed to take part in the decision-making process.

8. The ballots and voter sign-up sheets shall be retained for one year after the election.

K. Observers

1. Each candidate shall be allowed to have an observer at the vote counting site and shall give the name of the observer to the Elections Committee before counting.
2. An observer shall not interfere with the counting and shall stay in the counting area until the President or designee has been notified of the results.

L. Challenge Procedure

1. A challenge cannot be initiated until after the results of the elections have been posted at each work site.
2. The challenging party(ies) must notify the unit president of a challenge in writing within ten (10) days after the announcement of the results of the election.

The notification must:

- a. Specify which requirement has been violated.
- b. Include evidence, insofar as possible.
- c. List names and addresses of parties who can give evidence.
3. Within ten (10) calendar days after receipt of the challenge, the unit Elections Committee shall, in accordance with the unit's bylaws and standing rules, conduct an investigation and determine whether:
 - a. The challenge alleges a violation of the unit' s elections requirement;
 - b. The challenge is supported by appropriate documentation;
 - c. More information is needed; in which case, the information will be obtained via the most feasible method;
 - d. The alleged violation may have affected the outcome of the election.
4. The Elections Committee shall submit a report including issues and recommendations to the Chapter President and the Chapter Board of Directors/Executive Board. The Governance Board shall act on the report immediately at its first opportunity.
5. If an individual wishes to appeal the decision of the governance body, or if the governance body fails to act, he/she may file an appeal within ten (10) calendar days from the date of the filing of the challenge by writing to the CTA President.
6. The challenge procedure for election of State Council Representatives and Alternates, and State or Local Delegates to the NEA Representative Assembly is outlined in the CTA Elections Manual.

M. Initiative Procedures

1. The active membership shall have the authority to make decisions on any matters affecting the Association or its activities through the initiative process.

2. An Active member shall file a notice of the intent to circulate a petition with the chapter president by including a copy of the petition to be circulated, and the names of at least three persons supporting the proposed measure and responsible for its circulation.
3. The chapter president shall register the receipt of the notice of the intent to circulate, and acknowledge such registration in writing with the active member filing the notice.
4. The timeline for gathering signatures will commence the day that the notice of intent is registered. A maximum of 45 school days shall be permitted to obtain the signatures of at least 10 percent or more of the active members of the chapter. The petition shall contain the question proposed to be placed on the ballot.
5. The circulators shall present to the chapter president the petition(s) containing original signatures.
6. The chapter president shall have 5 school days in which to verify the active membership of the signers of the petition.
7. If there are insufficient signatures, the petition circulator shall be notified by mail of the number of signatures needed to qualify the petition. The petition circulator shall have an additional 7 school days in which to gather and submit the necessary signatures. The chapter president shall have 3 school days in which to verify the active membership of the additional signers.
8. The chapter president shall cause a ballot to be furnished to the active members no less than 15 school days after verification of active membership, provided that the period that school is officially not in session shall not be included in this count.
9. Regular election procedures (e.g., election of officers) shall be followed including voting times.
10. The proposal shall take effect immediately upon receipt of the required number of votes, unless otherwise specified.

N. Referendum Procedures

1. Any action or proposed action of the Representative Council or the Executive Board shall be referred to a vote of the active membership upon two-thirds vote of the Representative Council at any valid meeting.
2. The referendum action shall prescribe the exact wording of the question to be posed to the Active membership on the ballot.
3. The chapter president shall cause a ballot to be furnished to the Active members no less than fifteen (15) school days after action by the Representative Council, provided that the period that school is officially not in session shall not be included in this count.
4. Regular election procedures (e.g., election of officers) shall be followed including voting times.
5. The proposal shall take effect immediately upon receipt of the required number of votes, unless otherwise specified.

O. Recall Procedures

1. The active membership shall have the authority to recall from office any person or persons having been elected thereto by the chapter's active members.

2. An Active member shall file a notice of the intent to circulate a petition to recall with the chapter president by including a copy of the petition to be circulated, and the names of at least three persons supporting the proposed recall and responsible for its circulation. If the proposed recall is for the person holding the office of president, the request shall be made to the next ranking officer.
3. The chapter president shall register the receipt of the notice of the intent to circulate, and acknowledge such registration in writing with the active member filing the notice.
4. The timeline for gathering signatures will commence the day that the notice of intent is registered. A maximum of 60 school days shall be permitted to obtain the signatures of at least 25 percent or more of the active members of the chapter. The petition shall contain the question proposed to be placed on the ballot.
5. The circulators shall present to the chapter president the petition(s) containing original signatures.
6. The chapter president shall have 10 school days in which to verify the active membership of the signers of the petition.
7. If there are insufficient signatures, the petition circulator shall be notified by mail of the number of signatures needed to qualify the petition. The petition circulator shall have an additional 15 school days in which to gather and submit the necessary signatures. The chapter president shall have 5 school days in which to verify the active membership of the additional signers.
8. The chapter president shall cause a ballot to be furnished to the active members no less than 20 school days after verification of active membership. The period that school is officially not in session shall not be included in this count.
9. Regular election procedures (e.g., election of officers) shall be followed including voting times.
10. Any necessary supplementary rules governing recall that are not in conflict with the foregoing may be adopted and published within the same publications and by the same manner as are prescribed for other elections within the Association.
11. The proposal shall take effect immediately upon receipt of the required number of votes, unless otherwise specified.

P. Local BHEA Elections

1. Election of the Presidents, Vice Presidents, Secretary, Treasurer, and Board of Directors (Executive Board) shall be conducted in April of even numbered years. The term for all offices is two (2) years. The vote required for election to all offices shall be a majority of all votes cast for that office. A majority vote means more than fifty percent (50%) of the legal votes cast. All elected candidates will assume office commencing on June 16 and shall expire in two (2) years on June 15.
2. Branch Representatives shall be elected every two (2) years by open nominations and secret ballot by and from the active branch members of the Association in April under the supervision of each branch in accordance with the policies of the Association and shall take office commencing on June 16. The vote required for election shall be a

majority of all votes cast for that position. Elections for replacements shall be conducted by a branch if vacancies occur. Branch Representatives shall hold office until their successors are elected.

3. Election of NEA delegates and CTA State Council Representatives shall be conducted at times and under rules promulgated by those affiliate organizations.

Q. CTA State Council Representatives and NEA Delegates

1. All representatives to CTA State Council and the NEA Delegate Assembly to which the Association is entitled shall be elected by and from the active membership of the Association. Such election shall be by open nominations and by secret ballot as described under NOMINATIONS AND ELECTIONS.
2. CTA State council representative(s) shall be elected for a term as specified by NEA.
3. NEA delegates shall be elected for a term as specified by NEA.
4. CTA State Council shall attend Representative Council meetings in order to report on CTA State Council activities and decisions.
5. NEA/RA delegates shall report back to Representative Council.

APPENDICES

I. POLITICAL ACTION COMMITTEE

- A. The BHEA PAC will recommend candidates or officeholders by using a process of interviewing the local candidates. Our recommendation process will follow a thorough and fair process in which:
 - 1. A cover letter and questionnaire will be sent to all candidates.
 - 2. All candidates returning the written questionnaire will be interviewed.
 - 3. The BHEA PAC will report interview results to the Rep. Council which will then vote with a 60% majority on our Association's recommended list of candidates.
 - 4. No funds or support in kind may be spent on non-recommended candidates.
 - 5. The BHEA PAC may issue recommendation letters or statements of recommendation with reasons for the recommendation for purposes of press releases or member education after approval.
- B. The BHEA PAC may recommend a position on state and local issues (including ballot measures) from the standpoint of educational issues without regard to partisan consideration.
 - 1. The BHEA PAC may research state and local educational issues (including ballot measures).
 - 2. The BHEA PAC will report the research results to the Rep. Council, which will then vote with a 60% majority on recommendation for position.
 - 3. No funds or support in kind may be spent on non-recommended issues.
 - 4. The BHEA PAC may issue recommendation letters or statements of recommendation with reasons for the recommendation for purposes of press releases or member education after approval.
- C. Composition of the BHEA PAC will be no more than ten (10) members including the Chair, Vice-Chair, and Treasurer of the committee.
- D. Funding of the BHEA PAC will be voluntary. A voluntary amount of up to \$2.00 per active member per month will be placed in the account of the BHEA PAC. These monies will remain segregated from the general active membership account. Active members choosing not to contribute to the BHEA PAC will fill out Form a yearly to opt out and divert the \$2.00 contributions to the General Fund.

II. SITE-BASED DECISION MAKING COUNCILS (School Site Councils, or SSC)

- A. BHEA should make every effort to ensure adherence to the following principles and standards:
 - 1. All SSC members should be elected from and by a specific constituency. No ad hoc, informal group without a specific constituency should be permitted to exercise any of the rights or prerogatives on an SSC.

2. All SSC members should be elected to a specific term of office.
3. SSC members should have a set of responsibilities and authority that are clearly defined.
4. One of the responsibilities of the Association representative at the site should be to serve as a member of the SSC.
5. A majority (fifty percent plus one) of the SSC should be composed of classroom teachers.
6. Certificated members of the SSC should be provided with training in the responsibilities, authority, and function of the council.
7. Release time or extra pay units should be provided to certificated SSC members both for training and for SSC meetings.
8. The Integrity of the Association's contract should be guaranteed both at the site level and throughout the district. Authority to waive contractual provisions, at the site or district level, should be clearly vested in the Association.
9. A mechanism should be established for the recall of SSC members by their constituents.
10. In districts that operate on year-round schedules, a mechanism should be established for enfranchising "off-track" teachers and ensuring their participation in the SSC Program.

III. PEER ASSISTANCE/REVIEW (PAR)

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

A. JOINT COMMITTEE

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

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

2. Teacher representatives on the Joint Committee shall serve for a three-year period. Initially, teacher representatives shall be selected to a 1-, 2-, or 3- year term. Teacher members shall be limited to two (2) consecutive terms. The District shall maintain the continuity of administrative participation on the Joint Committee.
3. The Joint Committee will appoint co-chairpersons (one teacher, one administrator) on an annual basis.
4. The Joint Committee shall establish its own meeting schedule, but shall meet at least three (3) times per year. To meet, four (4) of the five (5) members of the Joint Committee must be present. However, during the selection of Consulting Teachers, and when reports are being presented or discussed regarding Participating Teachers, all five (5) members of the Joint Committee must be present. Decisions of the Joint Committee shall be made by a simple majority.
5. The Joint Committee members who are in the bargaining unit shall be paid a stipend of \$1000.00. Fifty percent (50%) of the stipend shall be paid at the end of the first semester. Fifty percent (50%) of the stipend shall be paid at the end of the second semester. Teachers who are members of the Joint Committee shall not be released from their regular duties to attend meetings. All meetings of the Joint Committee shall be in a closed setting, as long as it does not violate the public meeting rules of the Brown Act.
6. The Joint Committee shall be responsible for the following:
 - a. Arranging and participating in annual training for the Joint Committee members.
 - b. Establishing its own rules of procedure.
 - c. Complying with the negotiated procedures for selecting the panel of Consulting Teachers (Section D of this article).
 - d. Selecting trainers and/or training providers.
 - e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program. Such training may include PAR program requirements, peer coaching, adult learning theory, and due process.
 - f. Sending written and electronic notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - g. Assigning the Consulting Teachers to the Participating Teachers after reviewing the needs of Participating Teachers and the strengths of each Consulting Teacher. Consulting Teachers must be trained before assignment begins. Assignment will be based on the best match (grade level appropriateness, teaching experiences, training, curriculum strengths, skills, etc.). Each Consulting Teacher and each Participating Teacher shall be granted one appeal to an assignment in a school year. The Joint Committee will hear appeals.
 - h. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

- i. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations.
 - j. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program. The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.
 - k. Reviewing annually the impact of the PAR program in order to improve the program.
 - l. Reviewing the logs submitted by the Consulting Teachers.
 - m. Determining the effectiveness of the Consulting Teacher.
7. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
 8. Unit members who are Consulting Teachers or Joint Committee members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

B. PARTICIPATING TEACHERS

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An "unsatisfactory final evaluation" is defined as: an evaluation received by May 1, which lists an "overall unsatisfactory" rating on the Summary Evaluation Form.
2. Once a teacher has been referred for participation in PAR, the following steps will occur:
 - a. A meeting will be held before the end of the school year between the evaluator and the teacher being evaluated to develop a Written Performance Plan. The Written Performance Plan shall specify what the teacher must do in order to have satisfactory performance in the identified areas. (See Article IX, Professional Assessment of Teaching Personnel).
 - b. On or before October 1st of the following school year the administrator-evaluator, the Participating Teacher and the Consulting Teacher shall meet to develop the Peer Assistance Plan, which becomes a component of the Written Performance Plan. The Peer Assistance Plan shall include the remediation model to be used.
3. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program, subject to PAR funding. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance

review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

C. CONSULTING TEACHERS

1. Consulting Teacher is a teacher who assists a Participating Teacher pursuant to the PAR Program. A Consulting Teacher may also serve as a BTSA support provider, if s/he meets the eligibility requirements of the BTSA program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures (Section D of the Article), provided that the following shall constitute minimum qualifications:
 - a. A credentialed classroom teacher with permanent status.
 - b. A minimum of eight (8) years experience in classroom instruction, three (3) of which are in BHUSD. Lacking a sufficient number of applicants who meet this criterion, five (5) years of experience in classroom instruction will be accepted.
 - c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. A stipend of \$4630.00 shall be paid to those Consulting Teachers and BTSA support providers who are assigned to assist participating teachers. Fifty percent (50%) of the stipend shall be paid at the end of the first semester, subsequent to the panel receiving the CT progress report. Fifty percent (50%) of the stipend shall be paid at the end of the second semester, subsequent to the panel receiving the CT final report. Consulting Teachers shall be provided release time as needed. Consulting Teachers shall receive the current certificated hourly rate for attendance at training or other work required by this program that occurs beyond the regular work year.
3. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
4. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
5. Consultation with Referred Teachers
 - a. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
 - b. The Consulting Teacher shall conduct multiple formal and informal observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
 - c. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide monthly written reports to the Referred Participating Teacher for discussion and review.

- d. Consulting Teachers shall maintain a monthly log of their activities for review by the Joint Committee.
 - e. The Consulting Teacher shall continue to assist the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher meets the goals of the Peer Assistance Plan, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
 - f. The Consulting Teacher shall submit a final report regarding the Referred Participating Teacher to the Joint Committee.
 - g. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) workdays, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee.
6. Consultation with Volunteer Teachers
- a. A Volunteer Participating Teacher shall notify the Joint Committee of his/her desire to receive assistance. Notification may occur anytime during the school year, depending on the availability of Consulting Teachers and funding.
 - b. Should the Volunteer Participating Teacher be admitted to PAR, the Consulting Teacher shall meet with the Volunteer Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan within 20 working days. The Consulting Teacher shall conduct multiple observations based on the needs of the Volunteer Participating Teacher during classroom instruction.
 - c. The Consulting Teacher shall monitor the progress of the Volunteer Participating Teacher and the two shall meet for periodic discussions.
 - d. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site administrators, the evaluator or the Joint Committee.
7. Consultation with Beginning Teachers
- a. When a Consulting Teacher serves as a BTSA support provider, the guidelines established by the BTSA (Beginning Teacher Support and Assessment) program, set forth in Appendix F shall control.
 - b. Beginning Teachers will only be involved with the BTSA program. No reports shall be submitted to the Joint Committee.

D. RULES AND PROCEDURES FOR SELECTION OF CONSULTING TEACHERS

1. Selection will occur in April/May for the following year or as the need arises for Consulting Teachers. An application packet shall be provided in April and be completed by each eligible candidate.
2. Eligible applicants are required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
 - a. A reference from another teacher, including resource teachers and special education teachers.
 - b. A reference from an Association representative.
 - c. A reference from a building principal or immediate supervisor.
3. All applications and references shall be treated with confidentiality.
4. Consulting Teachers shall be selected by a majority vote of the Joint Committee following screening of the written applications, oral interviews, and/or classroom observations may be made by the Joint Committee.
5. All interviews shall follow the same design with the same time frame.
6. Finalists from the interviews may be observed in their classrooms by the same two members of the Joint Committee (one teacher, one administrator).
7. Observations shall be based on a model lesson which includes:
 - a. Standards-based lesson plan
 - b. Student work from the lesson
 - c. Self-critique of the lesson taught
8. The recommendations for Consulting Teacher selection from the Joint Committee shall be forwarded via the Department of Human Resources to the governing board for personnel action.
9. The term of the Consulting Teacher shall be two (2) years, and a teacher may not serve in the position for more than two (2) additional terms. Initially, Consulting Teachers shall be selected for a two- (2) or three- (3) year term, to stagger the two-year cycle. Subsequent terms shall be for two (2) years.
 - a. If a Consulting Teacher leaves the District or is unable to serve, the position shall be filled based upon need as determined by the Joint Committee.
 - b. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

E. OTHER PROVISIONS

1. Expenses for the PAR program shall not exceed the PAR revenues received from state funding sources.
2. Indirect/administrative costs shall not exceed five percent (5%) of the total PAR budget and shall be itemized in the District budget documents. In the event the program is no longer funded, the program shall be cancelled.