

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

May 22, 2017

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

**Article III – Salaries** – (see attached Article III)

**Article V – Health, Welfare, and Other Benefits** – (see attached Article V)

**Article VI – Leaves** – (see attached Article VI)

**Article XXI – Term of Agreement** – (see attached Article XXI)

**Appendix D – School Calendar** – (see attached 2019-2020 calendar)

**Memorandum of Understanding (MOU) on Video Security Cameras** – (see attached MOU)

For the Association:

For the District:

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title in the Association)

\_\_\_\_\_  
(title in the District)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE III  
SALARIES**

**Section 1.**

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

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

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

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

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

At the start of the 2015-16 fiscal year, this same formula shall be applied, except that the percentage shall be 65%, and beginning with the start of the 2016-17 fiscal year and each year thereafter, this same formula shall be applied, except that the percentage shall be 55%. This formula shall be suspended in any year when the highest point on the Teacher Salary Schedule is equal to or higher than the highest point on the corresponding teacher salary schedule for all districts in Los Angeles County, but shall restart again once the

highest point on the Teacher Salary Schedule becomes less than the highest point on the corresponding teacher salary schedule for all districts in Los Angeles County. This formula shall also be suspended in years when there is no secured property tax growth or when secured property tax revenues fall.

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

**Section 2.**

**SUBSTITUTE TEACHER SCHEDULE**

**STEP 1** Day-to-day Substitute Teachers

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

Refer to Appendix A for rate of pay.

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

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

**Section 3.**

**STIPEND FOR DOCTORATE DEGREE**

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

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

**STIPEND FOR NATIONAL BOARD CERTIFICATION**

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

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

**STIPEND FOR COORDINATOR OF ELEMENTARY EDUCATION**

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

**CERTIFICATED HOURLY RATE FOR EXTRA DUTY ASSIGNMENTS**

Commencing with the 2002-03 school year the certificated hourly rate shall be increased based on any increase to the base salary schedule.

**RESPONSIBILITY INCREMENTS**

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

1-3 Teachers.....	R1
4-14 Teachers.....	R2
15+ Teachers.....	R3
High School Athletic Director .....	R3
Coordinator of Elementary Education (eliminated July 1, 2007).....	R2
ASB Advisor.....	R3
Coordinator of High School Guidance .....	R3
Program Specialist.....	R3

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

**Section 4.**

**EXTRA PAY FOR COACHING ATHLETIC TEAMS**

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

**SAFETY AND CONDITIONING ACTIVITIES**

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

## Section 5.

### **EXTRA PAY FOR SPECIAL EXTRA-CURRICULAR ASSIGNMENTS**

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

Such funds shall be distributed each year by a site committee composed of the Principal, a BHEA Branch representative or designee, and the BHEA President or designee and approved annually by the Superintendent of Schools. Such funds shall be distributed to unit members who take part in extra-curricular activities such as, but not limited to, Choral Music, Instrumental Music, Drama, Forensics, and student interscholastic competitions. The site committee shall meet within the first month of school to distribute such funds for the current school year. The site committee shall reference the rubric in Appendix B as well as a list of previously approved assignments and their compensation levels in making their decisions. The committee may reserve some funds for future distribution should additional needs arise later in the year; if this occurs the committee shall meet and distribute any remaining funds by May 1 of each year. A unit member may receive extra pay units when they are not otherwise compensated.

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

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

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

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

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

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

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

With the exception of extra assignments that are directly tied to a unit member's regular teaching assignment, extra assignments shall be approved for a term of one year, with a new approval required each year. Assignments may be granted to the same unit member without initiating a new hiring process for a term not to exceed three (3) successive years. At the conclusion of the term, if the assignment continues, the opportunity to apply for the assignment shall be made available to all qualified unit members.

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

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

The Extra Pay Committee shall evaluate all proposals and determine whether the proposed extra assignment meets the criteria for compensation at the R1, R2, R3, or R4 level, based upon the Extra Pay Rubric. Should the committee determine that a proposed extra assignment does not meet the minimum criteria for compensation at the R1 level, this will be communicated with the principal and the proposal shall be sent back to the site. Decisions of the Extra Pay Committee shall be final. However, should the Principal

wish to resubmit an extra assignment for re-evaluation by the Extra Pay Committee, s/he may do so once per year by submitting a request on or before the first day of May for the subsequent school year. A determination of compensation rate by the Extra Pay Committee does not guarantee implementation of the assignment. All extra pay proposals, along with rubric ratings and other Extra Pay Committee notes, shall be archived in the Human Resources department and made available for reference. Extra Pay Committee decisions shall be communicated by title and compensation rate; additional information may be found by reviewing the archive in the Human Resources department.

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

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

## **Section 6.**

### **PLACEMENT OF TEMPORARY, PROBATIONARY UNIT MEMBERS ON THE SALARY SCHEDULE**

#### **Credit for Previous Experience**

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

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

#### **Step Advancement - Temporary, Probationary, Permanent Teachers**

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

#### **Credit for Degrees and Units**

Initial placement on the salary schedule or movement from one salary group to another shall be on the basis of earned degrees and the number of units earned after the date the

B.A. is received. The earned degree must be from a properly accredited institution that is empowered to award that degree.

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

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

#### **Section 7.**

##### **LIMITATIONS ON UNITS FOR SALARY CREDIT**

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

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

#### **Section 8.**

##### **EQUIVALENT UNITS FOR SALARY CREDIT**

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

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

#### **Section 9.**

##### **CONVERSION OF QUARTER UNITS**

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



**Section 10.**

**EXTRA DUTY ASSIGNMENT**

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

**Section 11.**

**INITIAL SALARY WARRANT**

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

~~For the 2012-2013 school year, unit members shall be paid once every school month for eleven (11) school months. The first salary warrant for all temporary, probationary and permanent unit members shall be paid on the first day of the second school month, and each succeeding warrant shall be paid on the first day of each school month thereafter.~~

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

~~Beginning with the 2017-2018 school year, unit members shall be paid once every school month for ten (10) school months, regardless of the established work calendar, except for the first school month. The first salary warrant for all temporary, probationary and permanent unit members shall be paid during the third week of the first school month, regardless of the established work calendar. This warrant shall approximate the salary earned during the first two weeks of the first school month. The balance of the first month's salary shall be paid on the first day of the second school month. Each succeeding warrant shall be paid on the first day of each school month.~~

**Section 12.**

**SALARY FOR PART-TIME UNIT MEMBERS**

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

### **Position Sharing**

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

### **Section 13.**

#### **PAYMENT FOR SCHOOL HOLIDAYS**

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

### **Section 14.**

#### **MILEAGE ALLOWANCE**

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

### **Section 15.**

#### **SCHOOL LIBRARIES**

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

### **Section 16.**

#### **REPLACEMENT PAY**

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

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

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

**Section 17.**

**INCENTIVE INCREMENTS**

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

**Section 18.**

**AUTHORIZED DEGREES, UNITS**

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

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

**Section 19.**

**WORKSHOP PAY**

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

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

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

**Section 1.**  
**BENEFITS**

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

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

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

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

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

Enrollment

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

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

## **Section 2.**

### **LEAVE OF ABSENCE**

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

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

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

## **Section 3.**

### **ELIGIBILITY OF UNIT MEMBERS WORKING IN LESS THAN 100% ASSIGNMENTS**

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

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

## **Section 4.**

### **REPLACEMENT OF HEALTH INSURANCE CARRIERS**

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

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

## **Section 5.**

### **STRS DISABILITY LEAVE HEALTH AND DENTAL BENEFITS**

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

## **Section 6.**

### **RETIREEES – AGE 55 TO 64**

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

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

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

### **RETIREEES – AGE 65 AND OVER**

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

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

## Section 7.

### RETIREMENT PLANS

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

#### **Plan #1. Regular Retirement with Health Benefits Program**

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

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

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

#### **Plan #2. Pre-Retirement Consultant Program**

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

Unit members who do not complete their assignments or whose service is deemed unsatisfactory by the District shall be terminated from the program and all benefits at the close of the annual contract period. Unit members so terminated may appeal directly to the Superintendent of Schools but are not eligible for grievance procedures provided for in this contract. The Superintendent of Schools shall review the case with the Board of Education and make a final decision. Participants may apply for this program annually

for five (5) years or to age 65, whichever occurs first. After a participant has entered the program, he/she may drop his/her participation at any time by written notice to the District. A participant who drops from the program voluntarily or is terminated from the program by the District shall not be reemployed by the District except as a day-to-day substitute teacher, adult education or home teacher.

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

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

### **Plan #3. Pre-Retirement Part-Time Employment**

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

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

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

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

If the District determines that a replacement teacher will not be needed for the certificated unit member reducing his/her workload, such part-time service may be from 1/2 to 3/5



for one full year, or one full semester followed by one semester of no service. If a replacement teacher is required, the part-time assignment shall be 1/2 time, consisting of one semester of full service and one semester of no service each year.

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

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

### **Plan Transfers**

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

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

### **Part-time Employment - STRS Participation**

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

## **Section 8.**

### **INTER-DISTRICT STUDENT PERMITS FOR EMPLOYEES**

To the extent permitted by law, unit members regularly employed half-time or greater shall be eligible to receive an inter-district permit for enrollment of their children in the District. All children enrolled in the District while this provision is in force will retain the right to continue their enrollment in the District through high school matriculation as long as the unit member parent or guardian of the child remains employed by the District. Eligible unit members shall have the right to request enrollment for their child in the school of their choice provided the District determines there is space available. Eligible unit members shall be notified as to which school their child has been enrolled at least one week prior to the first day of school. ~~Unless extended by mutual written agreement of the parties, this provision shall be effective beginning July 1, 2016, and terminate on June 30, 2017. Thereafter, the inter-District attendance rules and procedures for unit members' children shall be governed by District board policy and administrative regulations.~~ *This provision shall be effective only for the duration of any extension to the Supplemental Agreement between the District and the City of Beverly Hills for the provisional use of District recreational facilities by City residents, which expires on June 30, 2017. If this agreement is not extended beyond June 30, 2017, the inter-District attendance rules and procedures for unit members' children shall be governed by District board policy and administrative regulations.*



## ARTICLE VI

### LEAVES

#### Section 1.

##### STATUTORY LEAVES

Regularly assigned employees are eligible for the following leaves in accordance with the Education Code. Where there is no pay while on leave the employee may continue with the group health and dental plans by paying the premium himself/herself. Substitute teachers do not qualify for these leaves, except as noted in Section 11. Temporary teachers qualify for all but child care leave.

##### Statutory Leaves With Pay

- Sick Leave
- Bereavement Leave
- Personal Necessity Leave
- Industrial Accident or Illness Leave
- Court Appearance Leave
- Jury Duty Leave
- Short-Term Military Leave
- Quarantine or Epidemic Leave

##### Statutory Leaves Without Pay

- Long-Term Military Leave (31 or more days)
- Child Care

The employee shall disclose the need for such leave to his/her principal as soon as feasible in advance of taking any leave listed in "Statutory Leaves with Pay" unless an emergency makes such advance notice impossible. He/She shall be required to indicate on a leave form the type of leave being taken. The Superintendent of Schools may specify and require written verification that any paid leave was used for the stated purpose.

Any misrepresentation of reasons for leave shall authorize the District to recover, by reasonable payroll deductions, any pay for such leave. Personal Necessity Leave is subject to several regulations stated in Section 3 of this article and on the application form.

#### Section 2.

##### PERMISSIVE LEAVES

The District shall have the sole discretion in allowing leaves not specifically authorized by the Education Code. To the extent practical, the District will endeavor to maintain the following permissive leaves. Such leaves shall be without pay and benefits, except as specified in this article. When benefits are not provided by the District, the employee may pay for health and dental insurance at the group rate.

#### Permissive Leaves

- Child Care Leave
- Personal Opportunity/Health Leave
- Sabbatical Leave

### **Section 3.**

#### **DESCRIPTIONS AND CONDITIONS OF LEAVES**

##### **STATUTORY LEAVES WITH PAY**

##### **Sick Leave**

**Full-Time Employees** -- Certificated employees shall be entitled to ten (10) days leave of absence for illness or injury for one (1) school year of service. Accumulated sick leave may be used for the illness or injury of an immediate family member as defined under "Bereavement Leave" below. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served that day. If such employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year.

~~When a unit member retires, service credit in the retirement program of the State shall be increased as provided in the Education Code, to the extent that 180 days of accumulated sick leave is equivalent to a year of service. *Unused sick leave may be credited toward service at retirement as provided by law.*~~

Any employee shall have the right to utilize sick leave provided for in this section for absences necessitated by pregnancy, miscarriage, childbirth, and ~~recovery there from~~ ***related medical conditions***.

The employee shall receive a report of all sick leave days to which he is entitled as of the first day of the second school month of each year. Each individual report of absence shall be in triplicate with one copy for the employee.

The time for computing sick leave shall be from July 1 to June 30, both inclusive of each school year. The year for computing sick leave shall be all regular school days to cover certificated employees only when they are in service with the Board of Education. The Business Office shall keep an accurate record of the absence of

all employees in the office of the District. No employee shall be allowed to make up in succeeding years absences accumulated in a preceding year.

A certificated employee who has worked one or more years in another school district and is employed in a probationary position may request the transfer of accumulated sick leave from the district of previous employment in accordance with the provisions of Education Code section 44979.

After an employee has used his current and accumulated sick leave, he/she shall be paid one-half salary for an additional period not to exceed five (5) school or calendar months, unless he/she requests such payments to be terminated. Thereafter, for an additional period, not to exceed one and one-half school or calendar months, he/she shall be paid one-third salary.

This provision shall not be effective in any case in which the Board of Education shall determine that the injured employee has an adequate legal remedy against any third party on account of such injury.

Written verification of illness by a personal or ~~school~~ *District-selected* physician may be required by the District if deemed necessary by the Superintendent or Designee of the District. Verification shall be required for absences of ten (10) or more working days related to the same illness or injury.

**Part-Time Employees** - Certificated employees with regular fractional time assignment shall receive sick leave benefits on a basis proportionate to their assignments.

Temporary teachers employed under a specific contract may earn and accumulate sick leave in the same manner as a regular employee. Sick leave so accumulated may only be used during the period of the contract or at a later time, but only under a contract assignment.

### **Bereavement Leave**

Every employee is entitled to a leave of absence, not to exceed three (3) days or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. Upon approval of the Superintendent of Schools up to five (5) total days may be granted in extenuating circumstances. No deduction shall be made from the salary for such employee, nor shall such leave be deducted from leave granted in other sections of this article. A member of the immediate family is defined as husband, wife, mother, father, sister, brother, son, son-in-law, daughter, daughter-in-law, grandchild, step-parent, step-son, step-daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and/or any relative of either spouse living in the immediate household of the employee or domestic partner.

### **Personal Necessity Leave**

A certificated employee may request to use up to seven (7) days per school year, non-cumulative of accumulated sick leave for emergency personal business as defined by Education Code 44981. This is to be done by using the district form. The days allowed shall be deducted from and may not exceed the number of full-pay days of illness or injury leave to which the employee is entitled. In general, with prior notification, no reason is required. A reason is necessary if leave is requested before or after a holiday and for all emergency leaves without prior notification.

The Personal Necessity Leave shall not be granted during an approved leave or for the following reasons:

1. Vacation or the extension of vacation.
2. Conference attendance or business trip for either the employee or the employee's spouse.
3. Professional association meetings.
4. Any business which can be conducted outside of school hours or on Saturday or Sunday.

**Industrial Accident or Illness Leave**

Pursuant to the provisions of the Education Code, a certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment.
2. Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same accident or illness.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, and when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.

6. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. The benefits provided by these rules and regulations shall be applicable to all regular contract employees immediately upon becoming an employee of the District.
- ~~10. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the State.~~
- 1011.** Substitute teachers who have accumulated sick leave from regular contract assignments may use sick leave if necessary when on assignments of 11 or more school days for the same absent teacher.

Upon termination of the Industrial Accident or Illness Leave, the employee shall be entitled to the benefits provided in the Education Code. The employee's absence shall be deemed to have commenced on the date of termination of Industrial Accident or Illness Leave, provided that, if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability/indemnity, will result in a payment to him of not more than his full salary.

#### **Court Appearance Leave**

Whenever it appears to the District that the absence of a regular certificated employee is due to necessary appearance in court in response to a subpoena duly served, no deduction shall be made from any employee's salary on account of such absence; provided that the school district is an interested party; and that a copy of said subpoena is filed with the superintendent of schools. If the case is continued, a certificate of the clerk of the court is to be filed stating that such employee's presence at court on a later date is required by the court. If the school district is not an interested party, up to two days per school year shall be allowed for court appearances.

### **Jury Duty Leave**

Any certificated employee regularly called for jury duty in the manner provided for by law shall be granted up to a maximum of five (5) days leave with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives as juror's fees other than mileage reimbursement.

### **Short-Term Military Leave**

Subject to the provisions of the Education Code and the Military and Veterans Code, all certificated employees drafted or volunteering for service in the armed forces of the Federal Government may be granted a leave of absence without pay for the period of their service in such forces, subject to an application for reinstatement to a position within sixty (60) days after receiving an honorable discharge from the service. They shall be reinstated in their same position or a position of similar status at the beginning of the next school year and shall be entitled to such salary increases upon return to service in the District as they would have received had they been continuously in the employ of the District, subject to all other Board policies in effect.

Employees of the Beverly Hills Unified School District in the Military Reserve should seek active training duty assignments, wherein it is possible, during the periods of vacation, and the District may contact the Commanding Officer or Commandant of the military activity issuing orders for duty, other than periods of vacations, to determine if the training could not be rescheduled for a time when classes are not in session.

Requests for leave of absence for service with the Armed Forces shall include a copy of the military orders issued for active duty. This provision shall apply for long-term active duty and for short-time reserve active duty if the duty assignment requires absence from the working assignment.

Any public employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purposes of this section, in determining the one (1) year of public agency service, all service of said employee in the recognized military service shall be counted as public agency service.

### **Quarantine or Epidemic Leave**

Every regular certificated employee, unavoidably absent from duty because of quarantine by order of any authorized health officer in the State of California, shall be paid for such period of absence as is absolutely required by the exigencies of the case. No employee may return to work without first filing with the District an exclusion and readmission card issued by the appropriate health office. No



more than two (2) separate periods of quarantine, aggregating not to exceed ten (10) days shall be allowed to any such employee during any school year. Every regular certificated employee shall be entitled to full pay while his/her school is closed on account of an epidemic.

**Paid Child-Bonding/Parental Leave**

*a. Effective January 1, 2017, as provided by Education Code section 44977.5, employees shall be entitled to parental leave as set forth in this section.*

*b. For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the employee’s child, or the placement of a child with the employee for adoption or foster care.*

*c. Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.*

*d. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 3 above but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the employee must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.*

*e. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.*

*f. Employees shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.*

*g. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.*

*h. Unless there are extenuating circumstances, the employee must give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.*

*i. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks’ duration; however, the employee may take parental leave in increments of less than 2 weeks on up to two occasions.*

## **STATUTORY LEAVES WITHOUT PAY**

### **Long-Term Military Leave**

Subject to the provisions of the Education Code and the Military and Veterans Code, all certificated employees drafted or volunteering for service in the armed forces of the Federal Government may be granted a leave of absence without pay for the period of their service in such forces, subject to an application for reinstatement to a position within sixty (60) days after receiving an honorable discharge from the service. They shall be reinstated in their same position or a position of similar status at the beginning of the next school year and shall be entitled to such salary increases upon return to service in the District as they would have received had they been continuously in the employ of the District, subject to all other Board policies in effect.

Employees of the Beverly Hills Unified School District in the Military Reserve should seek active training duty assignments, wherein it is possible, during the periods of vacation, and the District may contact the Commanding Officer or Commandant of the military activity issuing orders for duty, other than periods of vacations, to determine if the training could not be rescheduled for a time when classes are not in session.

Requests for leave of absence for service with the Armed Forces shall include a copy of the military orders issued for active duty. This provision shall apply for long-term active duty and for short-term reserve active duty if the duty assignment requires absence from the working assignment.

Any public employee on temporary military leave of absence who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purposes of this section, in determining the one (1) year of public agency service, all service of said employee in the recognized military service shall be counted as public agency service.

### **Family Medical Leave**

~~Adopted by Board in accordance with Federal and State law.~~ *Eligible employees shall be entitled to leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as provided by law. Eligible employees may take up to twelve (12) workweeks of family leave in a fiscal year, July 1 through June 30, for a qualifying reason.*

### **Child Care Leave**

The Board of Education shall grant a leave of absence for maternity, without pay, to any permanent or probationary female certificated employee upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician. Child Care Leave may be granted for up to two (2) semesters. Sick leave may be utilized under provisions of "Sick Leave."

The application and certification of pregnancy should be submitted to the Human Resources Department at least three (3) months prior to the expected birth date of the child. The Human Resources Department should be notified at least thirty (30) days ahead of the unit member's expected return from child care leave.

## **PERMISSIVE LEAVES WITH PAY**

### **Sabbatical Leave**

Sabbatical leave of absence may be granted by the District.

The following policies governing sabbatical leaves are established in accordance with the provisions of section 44966 and 44974 of the Education Code.

### **Purpose of Sabbatical Leave**

The purpose of a sabbatical leave is to provide certificated personnel an opportunity to acquire experiences that will improve their educational service to the pupils of the District. Sabbatical leave may be granted:

- To engage in professional study or research
- For travel, interview and observation.
- For a combination of travel and study.

### **Extent and Distribution of Sabbatical Leaves**

- A total of seven (7) sabbatical leaves of absence may be granted. Not more than five (5) may be granted for one (1) full year; the remainder may be granted for one (1) semester.
- Not more than one (1) sabbatical leave shall be granted an individual in any seven (7) year period.

### **Sabbatical Leave Requirements**

**Service** -- Any certificated employee who has completed satisfactorily seven (7) full

years of service in the Beverly Hills Unified School District is eligible to apply for a sabbatical leave. A full year of service shall consist of seventy-five (75) per cent of the school year, without absence for illness or any other cause.

**Sabbatical Leave Study** -- A certificated employee on a one (1) year sabbatical leave for study shall complete at least ten (10) units of upper division or graduate

work at an accredited college or university toward a major or minor teaching field currently offered in K-12 in Beverly Hills Unified School District or toward a recognized credential; or five (5) semester units to be completed during a one (1) semester leave. The courses shall be exclusive of correspondence courses.

Up to four (4) units of the above may be obtained for half-time or more employment -- exclusive of substitute teaching -- during a one (1) year sabbatical leave and up to two (2) units during a one-semester leave. One (1) unit will be granted for each twenty-two (22) days of half-time or more employment.

Prior to such leave, the courses shall be approved by the Sabbatical Leave Committee. A special project, research problem or dissertation may be substituted for the unit requirements by prior approval from the Sabbatical Leave Committee.

Transcripts or other evidence of completion of work shall be submitted to the Human Resources Department within thirty (30) days of the employee's return to duty.

**Sabbatical Leave for Travel** -- Employees on sabbatical leave for travel shall remain in travel status at least three and one-half (3 1/2) months for each semester of leave granted.

The application for leave shall include a reasonably detailed itinerary of the proposed travel, with a statement concerning the proposed objectives of travel.

**Sabbatical Leaves for Combined Travel and Study** -- Requirements are to be based on equivalents as noted in the sections on sabbatical leaves for study and for travel.

**Application for Sabbatical Leave**

Application on the District form must be submitted to the Human Resources Department no earlier than September 1 and no later than November 1 of the year preceding the desired year of sabbatical leave.

Applicants will be notified regarding the acceptance or rejection of application by December 15 of each year.

**Compensation While on Sabbatical Leave**

Compensation for those on a full year leave shall be two-thirds (2/3) of the salary which would have been received had they remained in active service.

Compensation for those on a one semester leave shall be one-half (1/2) of the salary which would have been received had they remained in active service.

**Effect of Sabbatical Leave on Salary Increment and Retirement**

Such leave shall be counted as equivalent service and experience on the salary schedule.

The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The State Teacher's Retirement System requirements apply in service years for retirement purposes.

**Return to Service**

At the expiration of the sabbatical leave of absence, the employee shall be assigned to a position of equal status, duties, and salary plus increment, to that held by him/her at the time of the granting of the leave of absence.

**Accident or Illness on Sabbatical Leave**

Interruption of a program of study or travel while on sabbatical leave caused by serious illness or injury, evidence of which is satisfactory to the District, shall not be held against an employee with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the employee while on leave, provided that the District has been notified by registered letter mailed within thirty (30) days of the time of the accident or the onset of the illness. Accumulated sick leave will apply when verified serious illness or accident occurs causing a cessation of the approved study or travel. Sabbatical leaves are not extended due to illness or accident.

**Bond**

A suitable bond shall be furnished by the employee as provided in the Education Code, indemnifying the District against loss in case of the employee fails to render service equal to twice the length of the leave following the return of the employee from the leave of absence.

**Sabbatical Leave Procedures**

**Sabbatical Leave Committee** -- The Superintendent of Schools shall appoint a Sabbatical Leave Committee to convene by November 15 of each year in order to review and make recommendations on all applications.

The Committee shall report its recommendations to the Superintendent of Schools by December 1 of each year. The Board of Education will act on the applications upon reviewing the recommendations of the Committee and the Superintendent of Schools.

Committee membership shall be appointed as follows:

- Superintendent of Schools or his designated chairman
- Association Appointee (BHEA)
- Elementary Administrator

- Secondary Administrator
- One Primary Teacher (K-3)
- One Intermediate Teacher (4-5)
- One Middle School Teacher (6-8)
- Two High School Teachers (9-12)
- One certificated support person

Committee membership shall be limited to permanent certificated personnel. Appointments shall be for three (3) year staggered terms or for the remainder of terms of members who resign, retire, or go on leave.

**Establishing Priorities in Granting Sabbatical Leaves** -- When the number of qualified applications for full-time and one-semester sabbatical leaves exceeds the total allowed, the Sabbatical Leave Committee shall consider the following priorities in ranking those approved and qualified:

**Major Considerations:**

**Value of Leave to the Schools and Pupils of the District** -- In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute in future service through classroom teaching, leadership, curriculum development, or teaching methods.

The probable value of the applicant's contribution may be based in part on his/her contribution to the District in the past.

- Scholarship may be indicated by the applicant's previous scholastic accomplishments or contributions in workshops, committee work, or individual projects and studies.
- Leadership may be estimated on the basis of previous leadership in the District in various group activities.
- The recommendation or reservations of the Principal or immediate supervisor would seem pertinent in judging past and future potential contributions.
- Consideration shall be given to the needs of the District. Should the District be undertaking a project or have a need in a certain field of study or inquiry, priority should be given to those applicants most likely to make a contribution to these needs.
- Consideration also should be given to the appropriateness of the itinerary or study to applicant's future service potential and potential benefit to the pupils of the District.

-- Length of service to the District.

**Sabbatical Leave of Absence Application**

Application for Sabbatical Leave of Absence shall be made to the District Personnel Office. The application on a form provided by the District shall present evidence of satisfactory service, reasons for desiring leave, length of leave, signatures of approval, and any other data necessary to provide an adequate basis for granting such leave.

**Length of Leave**

Sabbatical leave shall be granted for not less than one (1) full semester. Leave for a fractional part of a semester is not permitted.

**Return to Position and Required Report**

At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he agrees otherwise, in the same or equivalent position held at the time the leave was granted. The employee is required to serve at least two (2) years in the employ of the District following the return of the employee from a full-year sabbatical or at least one (1) year following a one-semester sabbatical.

Each employee who has been on sabbatical leave shall file with the Human Resources Administrator a written report not later than thirty (30) days after return to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students of the school in which the employee is located, and any other such data necessary for a satisfactory report.

**PERMISSIVE LEAVES WITHOUT PAY**

**Child Care**

Child care leave may be granted to any unit member. Child care leave must terminate at the close of the semester or a school year and in no case shall the total child care leave exceed two (2) years' duration. Notice of intent to return to from child care leave must be submitted to the Human Resources Department ninety (90) days prior to the end of the leave.

**Personal Opportunity/Health Leave**

Such leaves of absence, other than those specified above for certificated employees, shall be granted at the sole discretion of the Board of Education. Each request, thereof, in order to merit favorable consideration shall be filed in the office of the Superintendent of Schools at least one hundred twenty (120) days prior to the beginning of the period for which the leave is requested, unless the

failure to do so shall be excused by reason of circumstances deemed extraordinary by the District. Any leave of absence for a certificated employee shall be granted with the understanding that upon the expiration of such leave the employee shall be entitled to return to a certificated position in the school system, provided, however, that the employee shall, no later than March 1 or one hundred twenty (120) days prior to the expiration of such leave, whichever is earlier, notify the Board of Education, in writing, of his/her desire to so return.

#### **WITHDRAWAL FROM APPROVED LEAVE**

If a replacement has not been hired, a unit member who has been approved for any one semester or one year leave of absence may withdraw from leave status, in writing, by January 1 or May 15 prior to the semester in which leave was to commence.

#### **Section 4.**

#### **CATASTROPHIC SICK LEAVE PROGRAM**

##### **Creation**

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

##### **Contribution**

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



contributions shall be necessary for that fiscal year with the exception of employees who have not contributed to the C.S.L.P., and new hires.

### **Withdrawal**

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

### **Administration**

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

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

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

## **Section 5.**

### **SUBSTITUTE TEACHER LEAVES OF ABSENCE FOR ILLNESS**

Substitute Unit members shall be eligible for three (3) sick leave days after they have served for thirty (30) or more days to be completed within each school year of employment. Unused sick leave shall not accumulate from year to year. Substitute teachers shall be paid at Step 1 or Step 2 rate of pay in accordance with their current assignment. This leave may be used in full day or in not less than two (2) hour increments. To receive payment, substitute teachers must have been offered an assignment and thereafter unable to accept due to illness.

Written verification of illness by a personal or school physician may be required by the District if deemed necessary by the Superintendent or Designee of the District.

For the 2016-2017 school year only, substitute unit members who, during the 2015-2016 school year would have qualified under the above provisions for sick leave, shall be eligible for an additional three (3) sick leave days under the terms and conditions provided by law.

**ARTICLE XXI**  
**TERM OF AGREEMENT**

This Agreement shall be in full force from July 1, 2017, to and including June 30, 2018.

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

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

Approved by the employee  
organization on

Date:

Date:

by

by

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Mel Spitz  
President  
Board of Education

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Telly Tse  
Certificated President  
BHEA/CTA/NEA

# Beverly Hills Unified School District Calendar 2019-2020

July

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		

August

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

September

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				

October

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	

November

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

December

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			

January

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February

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

March

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			

April

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May

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

June

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			

Independence Day ..... July 4, 2019  
 Pupil Free Day ..... August 8, 2019  
 Staff Development Day ..... August 9, 2019  
**School Opens/Classes Begin** ..... August 12, 2019  
 Labor Day ..... September 2, 2019  
 Local Holidays..... September 30, October 1 & 9, 2019  
 Staff Development Day ..... October 16, 2019  
 Veterans Day ..... November 11, 2019  
 Second Trimester Begins..... November 12, 2019  
 Thanksgiving..... November 27-29, 2019  
 6-12 Pupil Free Day (school in session PK-5).... Dec. 20, 2019  
 Winter Recess..... December 23, 2019-January 3, 2020

Second Semester Begins ..... January 6, 2020  
 Martin Luther King Day ..... January 20, 2020  
 Presidents Days..... February 10 & 17, 2020  
 K-5 Pupil Free Day (school in session 6-12) February 24, 2020  
 Third Trimester Begins..... February 25, 2020  
 Spring Recess..... March 13-20, 2020  
 K-12 Staff Development Day ..... April 1, 2020  
 Local Holidays..... April 9 & 10, 2020  
 Memorial Day..... May 25, 2020  
**Close of School/Last Day of Classes** ..... June 3, 2020  
 Pupil Free Day/BHHS Graduation..... June 4, 2020  
 Summer School..... June 15- July 23, 2020

**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

**Memorandum of Understanding Between  
The Beverly Hills Unified School District  
And  
Beverly Hills Education Association,  
Office, Technical & Business Services Unit, and  
Instructional Assistants Unit**

The Beverly Hills Unified School District (District) and the Beverly Hills Education Association, Office, Technical & Business Services Unit, and Instructional Assistants Unit (hereinafter collective referred to as “Associations”) enter into this Memorandum of Understanding on **May 22, 2017**.

WHEREAS, the District desires to ensure that all District sites are safe and secure environments for students, District personnel, and members of the public; and

WHEREAS, the District and Associations have determined the placement of video security cameras are necessary in order to increase student, employee, and public safety.

NOW, THEREFORE, the District and Associations agree as follows:

1. The District shall notify the Associations as to the location of all placed video security cameras.
2. The District shall place signs notifying students and staff of the presence of video security cameras. These cameras shall not be installed in bathrooms, locker rooms, dressing rooms, classrooms, or enclosed offices where there is a reasonable expectation of privacy, nor shall they record audio.
3. The District shall provide notice to unit members of the use of video security cameras on District property and general locations.
4. Video security cameras may be used to investigate:
  - a. Complaints;
  - b. Incidents involving theft of or damage to District property and/or equipment;
  - c. Carelessness or negligence in the performance of duty or in the care or use of District property;
  - d. Crimes prohibited by law;
  - e. Discourteous, offensive and/or abusive conduct towards students, staff and/or parents; and
  - f. Conduct which violates District, state and/or federal safety rules and regulations.

The use of data generated by the video security cameras for disciplinary purposes will be consistent with existing District disciplinary procedures as prescribed in Board Policy and BHEA, IA and OTBS collective bargaining agreement.

5. Security camera recordings which directly relate to an identifiable employee that are deemed worthy of preservation by the District for a specific purpose, such as an employee disciplinary proceeding, shall be deemed a “personnel record” and shall be made available to the affected employee for inspection. The District shall give the employee written notice of any such security camera recording within a reasonable time of the District’s decision to preserve any such recording. The notice shall afford the employee an opportunity to review and comment in writing on the recording and to have the employee’s written comments entered into the employee’s personnel file and attached to the copy of the recording preserved by the District.
6. The District shall not engage in video surveillance that involves arbitrary or capricious surveillance of unit members.
7. This MOU is subject to change upon prior written notice to the Associations and subject to negotiations to the extent required by law.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Beverly Hills Education Association

\_\_\_\_\_  
For the Office, Technical & Business Services  
Unit

\_\_\_\_\_  
For the Instructional Assistants Unit