



BEVERLY HILLS
UNIFIED SCHOOL DISTRICT
EDUCATION REIMAGINED

Collective Bargaining Agreement Between

The Beverly Hills Unified
School District

and

The Beverly Hills
Education Association

CTA/NEA

2011-2024

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MEMORANDA OF UNDERSTANDING

**ARTICLE I
RECOGNITION**

Section 1.

For the duration of this Agreement, the District recognizes the Association as the exclusive representative for the following unit of employees:

Included:

Adapted Physical Education
All Day-to-Day Substitutes who worked 50 or more days of the previous year
BHUSD Summer School Teachers
Certificated Classroom Teachers (Pre K-12), including temporary contract teachers
Coordinator of Career/Vocational Education
Counselors
Elementary School Subject Area Coordinators
High School Department Chairpersons
Part-time Early Retirees (Plan No. 3)
Program Specialists
Psychologists
Reading Teachers
Resource Specialists, Special Education
School Librarians
School Nurses
Speech and Language Specialists

Excluded:

Adult Education Teachers
Any other positions not included in the above "included" sections
Assistant Principals
Certificated Management, Supervisory and Confidential Positions
Chief Academic Officer
Chief Administrative Officer
Day-to-Day Substitute Teachers who worked less than 50 days the previous year
Director of Special Education
Intern Teachers and Teacher Assistants
Occupational Therapists
Principals
Retirees (Plan No. 1 & 2)
Superintendent

ARTICLE II ASSOCIATION RIGHTS

Section 1.

The District shall designate bulletin board space at each location, in areas frequented by the teachers, for use by the Association. All materials posted must be dated and signed by an official representative of the Association who is knowledgeable about said material. The Association shall provide the District with a list of all current official representatives of the Association. The school principal and superintendent shall be provided with a copy of such material.

Section 2.

The District will distribute through its internal mail system any Association material which conforms to Section 1 above. The Association shall have the right to the use of available technology and other means of communication subject to reasonable regulations by the District.

Section 3.

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

Section 4.

Association meetings among employees covered by this Agreement may take place on school premises while school is in session only when the meetings take place during teacher lunch periods, before 8:00 a.m., after 3:30 p.m. or on duty free time, as long as it does not interfere with school operation. No such meeting shall conflict with a staff or in-service meeting called by the principal or other District management according to schedule. Except in unusual circumstances, Thursday afternoons shall be reserved for Association meetings (See Article IV, Section 3 also).

Section 5.

The Association may designate in writing up to five (5) employees per school year to participate as representatives of the Association in the meeting and negotiating process. Each of the persons designated, not to exceed five (5), shall be granted released time for up to ten (10) one-half days or equivalent full days of released time for attendance at meeting and negotiating sessions with representatives of the District. Additional time, if needed, may be provided by agreement between the parties. Released time for half-day meetings shall not begin prior to 12:00 p.m. The Association or the designated employee must give the District as much advance notice of such attendance as possible, but not less than two (2) working days in order for the released time to be compensated by the District. Authorized released time shall commence after July 1, 2001 and end with the completion of negotiations.

In negotiation meetings not more than five (5) designated representatives and two (2) designated alternates of the Beverly Hills Education Association shall meet in private sessions with District representatives. If either party wishes to bring a consultant or

person not on the negotiation team to speak on any item of the agenda or be a witness to negotiations, this shall be permitted with twenty-four (24) hours' notification of the other party. Not more than three (3) consultants or witnesses, in addition to the representatives and alternates, shall be invited to speak or witness negotiations for either party or any item on the Agenda.

Section 6.

At any time after the third week of the school year, names, addresses, telephone numbers, and salary placement of all employees covered by this Agreement shall be provided to the Association upon request, unless the employee specifies in writing that such information shall not be furnished. The name, address, and telephone number of bargaining unit employees hired thereafter shall be supplied upon request within twenty (20) days of the employee's first day of work with the District, unless the employee specifies in writing that such information shall not be furnished. All public documents of the District shall be made available to the Association upon request.

Section 7.

VOLUNTARY CHECKOFF

The Association shall have those rights to have its membership dues and service fees deducted as specified in Government Code section 3543.1(d). Said deductions shall be made only upon voluntary submission of the Association's enrollment form to the designated representative of the District. Said form shall be completed and executed by the employee and an authorized Association representative. Deductions for employees who sign such authorization at the beginning or after the commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Upon written authorization by the unit member, the District shall deduct and make appropriate remittance for annuities, insurance plans, credit union, savings bonds, charitable organizations and other plans or programs jointly approved by the Association and the District. The District shall provide tenthly a list of Association members, dues and service fees deducted and the remittance dues.

Section 8.

ORGANIZATIONAL SECURITY

- 8.1 Any unit member covered by this Agreement who either is a member of the Association on the day this Agreement is signed, or who becomes a member of the Association at any time during the term of this Agreement, shall as a condition of employment be obligated during the remaining term of this Agreement to contribute to the Association the normal initiation fee, dues, and general assessments of the Association. However, all such employees may terminate this obligation on June 30 of the year the agreement expires by giving written notice to the District and the Association between June 1 and June 30 of that year.
- 8.2 Any unit member covered by this Agreement who is not a member of the Association on the day this Agreement is signed, and who does not choose to become a member of the Association during the term of this Agreement shall as a condition of employment be obligated for the remaining term of this Agreement to contribute to the Association a

service fee, which shall be equal to the normal dues required of all Association members. Such service fee shall be made monthly, by voluntary payroll deduction under Section 7 or by single payment on or before October 31 of each year if the employee desires.

- 8.3 The contribution required under the preceding paragraph shall not be applicable to persons who have a religious or philosophical objection to paying such monthly fee to the Association. The unit member shall, upon the request of the Association, submit a letter to the Association offering the religious and/or philosophical reasons the employee objects to paying the fee to the Association. The unit member shall not be required to submit more than one letter during the life of this agreement. However, in the case of those persons with such religious or philosophical objections to such payments, such persons shall contribute an identical sum of money to the following non-religious, non-labor organization, charitable fund which is exempt from taxation under Section 501(c)(III) of the Internal Revenue Code:

United Way Campaign, Brotherhood Crusade, or a charity mutually agreed upon between BHEA and the unit members.

Such payment shall be made monthly, by voluntary payroll deduction under Section 7 or by single payment on or before October 31 of each year if the employee desires. Such contributor will provide the Association by October 31 with reasonable proof that such contribution was in fact made prior to October 31.

If such employee who holds conscientious objections pursuant to this section requests the Association to use the grievance procedure or arbitration procedure on the employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

- 8.4 Upon written request from the Association, the District will deduct from the salaries of any such employee who fails to fulfill the obligations set forth in Sections 8.1, 8.2, and 8.3, the appropriate amount payable to the Association.
- 8.5 The Association agrees to hold the District harmless against any and all suits, claims, demands, liabilities, back pay, penalties or awards resulting from court or Board (PERB) order or settlement which shall arise out of or by reason of any action taken by the District pursuant to this Article.

The Association agrees to pay to the District all legal fees and legal costs incurred by the District which relate to the enforcement of this Article.

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of this Article or its implementation.

The Association shall have the exclusive rights to decide and determine whether any such action or proceeding referred to in this Section shall or shall not be compromised, resisted, defended, tried or appealed.

Section 9

In accordance with Government Code Section 3543.2, the Association may consult with the District on the definition of education objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

Section 10

Provided the public notice requirements established by State law are satisfied, the parties agree to commence negotiations for the successor contract in September 2014. It is the desire of the parties to reach agreement prior to May 30, 2015. If that is not possible, the parties shall meet at mutually agreeable times in an effort to reach agreement prior to the start of the 2015-2016 school year. The parties recognize that circumstances beyond their control such as, a delay in the adoption of the State budget may cause the parties to be unable to reach agreement within this time frame. In such event, the parties agree to continue to meet on a regular basis to reach agreement as soon as possible.

Section 11

The Association President or designee shall be granted, upon request, up to five (5) days total per year released time, with salary, to attend meetings or conferences of mutual benefit to the District and the Association. The substitute costs shall be borne by the District.

Upon request, the Association President or designee may be granted 2/5 released time with full salary and benefits. The Association shall reimburse the District for the cost of any coverage required by such released time. This cost shall be calculated by determining the cost of 2/5 of the salary based on Step 7, Group IV (4) of the certificated salary schedule. This calculation shall be exclusive of the district's contribution towards health and welfare benefits coverage but shall be inclusive of all other statutory benefits. Released time shall be arranged between the Association President and his/her principal and approved by the Human Resources Administrator.

Section 12

The principal of each school shall meet with the designated Association Representatives once a month, or upon request, to discuss matters of mutual interest or concern.

Section 13

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

Section 14

The Association shall have the right to represent all unit members in their employment relations with the District, except when it is mutually agreeable not to.

Section 15

Results of preference polls for department chair selection shall be made available to department members upon request.

Section 16

All materials, textbooks, video tapes, films, projects, programs, etc. developed by certificated employees on staff time shall be owned by the District. The District may subsequently copyright and/or patent such materials, textbooks video tapes, films, projects, programs, etc. and market them for profit. If the District subsequently receives any royalties from such materials, textbooks, video tapes, films, projects, programs, etc., the District shall first recoup all of its development costs (such as printing costs, cost of tapes, film negatives, costs of personnel other than the developing team, and other direct costs from such royalties). After all such development costs are recovered, the District shall share future royalties on a 50/50 basis with the department or subject area/level within the school that developed the materials, textbooks, video tapes, films, projects, programs, etc., with that 50 percent share being used for educational purposes within that department or subject area/level. Such use will be suggested by that department or subject area/level but subject to the approval of the District. Professional credit shall be given to unit members having major roles in the development of such projects.

This section does not preclude individual certificated employees from developing materials, textbooks, video tapes, film, projects, programs, etc. entirely on their own time and with their own materials as an individual effort and receiving all royalties personally.

ARTICLE III SALARIES

Section 1.

All salary rates and schedules referred to in this Article shall be incorporated into this Agreement as Appendix A. The salary schedule for 2021-22 shall reflect a 2.5% increase above the 2020-21 salary schedule. The salary schedule for 2022-23 shall reflect a 2.5% increase above the 2021-22 salary schedule. The salary schedule for 2023-24 shall reflect a 2.5% increase above the 2022-23 salary schedule.

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 tenthly basis subject to STRS retirement computation.

STIPEND FOR NATIONAL BOARD CERTIFICATION

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

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

STIPEND FOR COORDINATOR OF ELEMENTARY EDUCATION

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

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

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

RESPONSIBILITY INCREMENTS

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

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

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

Section 4.

EXTRA PAY FOR COACHING ATHLETIC TEAMS

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

two lump sums at the midpoint and/or completion of the season, at the discretion of the Principal. Refer to Appendix A for stipend and unit amounts.

SAFETY AND CONDITIONING ACTIVITIES

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

Section 5.

EXTRA PAY FOR SPECIAL EXTRA-CURRICULAR ASSIGNMENTS

The high school shall receive the monetary equivalent of 63 extra pay units (refer to Appendix A for extra pay units), the middle school shall receive the monetary equivalent of 34 extra pay units, and each Pre K-5 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 Pre 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 Pre K-8 site administrator,

one administrative member shall be a current High School administrator, and one administrative member shall be the Human Resources Administrator or designee. When possible, the Extra Pay Committee shall have at least one representative from each of the five District school sites.

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

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

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

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

Section 6.

PLACEMENT OF TEMPORARY, PROBATIONARY UNIT MEMBERS ON THE SALARY SCHEDULE

Credit for Previous Experience

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

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

Step Advancement - Temporary, Probationary, Permanent Teachers

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

Credit for Degrees and Units

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

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

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

Section 7.

LIMITATIONS ON UNITS FOR SALARY CREDIT

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

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

Section 8.

EQUIVALENT UNITS FOR SALARY CREDIT

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

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

Section 9.

CONVERSION OF QUARTER UNITS

All Board Policy or Contract statements involving university or college study refer to semester units. A quarter unit is the equivalent of 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 2016-2017 school year and each school year thereafter, unit members shall be paid once every school month for eleven (11) school months, regardless of the established work calendar, except for the first school month. The first salary warrant for all temporary, probationary and permanent unit members shall be paid during the fourth week of the first school month, regardless of the established work calendar. This warrant shall approximate the salary earned during the first three weeks of the first school month. The balance of the first month's salary shall be paid on the first day of the second school month. Each succeeding warrant shall be paid on the first day of each school month.

Section 12.

SALARY FOR PART-TIME UNIT MEMBERS

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

Position Sharing

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

Section 13.

PAYMENT FOR SCHOOL HOLIDAYS

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

Section 14.

MILEAGE ALLOWANCE

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

Section 15.

SCHOOL LIBRARIES

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

Section 16.

REPLACEMENT PAY

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

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

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

Section 17.

INCENTIVE INCREMENTS

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

Section 18.

AUTHORIZED DEGREES, UNITS

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

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

Section 19.

WORKSHOP PAY

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

ARTICLE IV HOURS

Section 1.

HOURS REQUIRED ON SITE

The District and the Association recognize that the varying nature of a unit member's day to day professional responsibilities does not lend itself to an instructional day of rigidly established times. The basic daily assignment, on site, of all unit members shall be 7 1/2 hours and shall be served as follows:

1. All full-time certificated classroom teachers and nurses must sign in at the Main Office at least fifteen (15) minutes before their first class or required meeting and remain until such time that the hours requirement above and other professional responsibilities are fulfilled. Teachers may leave on Fridays or the day prior to a holiday when professional responsibilities are completed.
2. Counselors, librarians, school psychologists and program specialists shall be assigned 7 1/2 hours, not including lunch, at times which meet the need for these services as determined by the principal or appropriate administrator after consultation with said personnel. These 7 1/2 hours shall begin at least fifteen (15) minutes before their first class or required meeting.
3.
 - A) The principal shall make a reasonable effort to the extent possible at each school site, to equitably distribute the duties set forth in this article within 1250 minutes to 1350 minutes per week for grades PreK-8 and within 1250 to 1450 minutes per week for grades 9-12.
 - B) In grades PreK-8, homeroom, regular daily supervision assignments, locker room supervision, or other teacher assignments mutually agreed to by the affected unit member and principal shall count as part of the 1250 to 1350 minutes per week. Such assignments shall be equitably distributed among all unit members.
 - C) In grades 9-12, the principal or designees shall solicit volunteers to fill period 0 and/or period 7 teaching assignments. The principal or designee shall solicit staff members' input regarding scheduling preferences prior to establishing the teacher's schedule. In accordance with schedule needs, as determined by the principal, the principal or designee shall make a reasonable effort to meet teachers scheduling requests. In assigning teachers to period zero (0) and period seven (7) classes at the high school, the District shall seek volunteers within program needs. If an insufficient number of volunteers agree to teach classes, the District shall make a reasonable effort to make such assignments on a rotating basis within program needs.
4. Each unit member shall be assigned preparation time as follows: teachers in grades PreK-5 and specialists shall be provided at least 250 minutes of uninterrupted preparation time per week distributed in increments of at least 20 minutes in length; teachers in grades 6-8 shall be provided at least 250 minutes of

uninterrupted preparation time per week distributed in full period increments; and teachers in grades 9-12 shall be provided at least 260 minutes of uninterrupted preparation time per week distributed in full period increments. All other unit members shall be provided at least 250 minutes of uninterrupted preparation time per week. Every effort shall be made to maximize the length of uninterrupted preparation time increments. In cases of emergency or special programs, every effort shall be made to equalize preparation time among unit members at the work site during the school year.

- a. Every effort shall be made to hold IEP, 504, and SST meetings within the work day. When General Education teachers are required to be in attendance at such meetings for more than 120 minutes in a month, teachers may request release time in amounts corresponding to the additional meeting time above 120 minutes. Such requests shall be made in writing (see Appendix C) to the Principal, who shall provide a response within five (5) working days. In no case shall the number of days requested be in excess of 15 release days per year.
- b. Understanding the unique needs of students served by Special Education program teachers, the District and Association have agreed that Special Day and Resource classroom teachers in these Special Education programs will be, when possible, provided with 250 additional preparation/conference minutes per week for IEPs, assessments, parent conferences and other related special education duties.

The preparation/conference times noted above must be mutually agreed to by the teacher and site Principal at the beginning of the school year. It is understood that Special Education Teachers may need to change the initial schedule during the school year. It is the teacher's responsibility to inform the Principal, in advance, of any changes.

If for any reason a Special Education Teacher is not able to adhere to the schedule and feels alternative preparation/conference time is needed, the teacher should make a request in writing (see Appendix C) for release time in which a response by the site Principal will be provided to the Special Education Teacher within five (5) working days. Such requests must be approved by site Principal, as well as the Director of Special Education. In no case shall the number of days requested be in excess of 15 release days per year.

It is expected that if a Special Education Teacher is not able to be provided with the standard preparation/conference time as noted above, that the Principal and Teacher will work together to re-plan the teachers' schedule in order to avoid the ongoing necessity for requesting released days.

5. School nurses may be assigned three (3) hours of instructional time each week as part of their regular daily responsibilities.

Section 2.

PROFESSIONAL DUTIES, LUNCH PERIODS AND OTHER HOURS OF ASSIGNMENT

Each employee is responsible for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which he or she is properly credentialed, and for all related and reasonable professional duties. Such professional duties include the following examples: instructional planning preparing lesson plans; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities; providing direction for instructional assistants when assigned; cooperating in parent, community, and open house activities; general supervision of pupils both within and outside the classroom; participating in staff development programs, professional activities related to unit member's assignment, independent study and otherwise keeping current with developments within areas of subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and, at 9-12 only, daily campus supervision, on-campus club activities and other teacher assignments mutually agreed to by the unit members and the principal. Teachers may be assigned to yard duty supervision only when they have voluntarily accepted such assignments and been approved to be paid for such assignments at the certificated hourly rate, and no rotating yard duty supervision shall be otherwise required of teachers except in cases of emergency. Time shall be accounted for in 15-minute increments, and any fraction of a 15-minute increment worked shall be paid for the full 15-minute increment. Except for emergency situations, bargaining unit members shall be provided at least a 40-minute duty free lunch period within the hours of 11:10 a.m. and 1:50 p.m.

In assigning the duties set forth in this article, site administrators shall see that the hours involved are equitably distributed among unit members and that reasonable advance notice of scheduling is provided.

Teachers may leave the campus during the day for personal or professional reasons under regulations established by the site administrator.

If an emergency situation exists, the principal may require the presence of all or part of the certificated staff to be on site at the time and places as needed. An "emergency" is defined as an act of God, epidemic, natural disaster or pending disaster, or other situations which may affect the safety and welfare of the students and District personnel.

Teachers shall be provided the opportunity to express preference for assignments and make suggestions as they relate to their assignments.

Every effort shall be made to keep extra duties to a minimum. Teachers who serve two or more schools in one day shall be allowed 25 minutes and may be allowed a maximum of 50 minutes per move exclusive of 40-minute lunch periods. The Superintendent or his/her designee shall approve any such requests.

Section 3.

STAFF MEETINGS

In addition to the time requirements of Section 1 and 2, all employees covered by this Agreement shall be required to attend the following meetings as scheduled. The Superintendent or his/her designee may call special meetings at any time to consider matters related to the safety or welfare of employees or students or matters of importance to the District. All such meetings shall meet the test of reasonableness.

Required Meetings:

The Association may file an annual report with the persons or persons responsible for meetings in this section which reflect the quality of said meetings and constructive suggestions for change.

Site - Principal-Faculty, Department And Grade Level Meetings

Every effort shall be made to schedule such meetings on Mondays for grades 9-12 and Wednesdays for grades PreK through 5. An annual schedule shall be published in August. Reasonable advance notice of cancellations or change in dates or special meetings shall be given.

Times of other meetings shall be mutually agreed upon between the administration and affected unit members. Such meetings shall be kept to a minimum.

District - Grade Level or Subject Area Meetings

Every effort shall be made to schedule such meetings on Wednesdays. An annual schedule shall be published in August. Reasonable advance notice of cancellations or change in dates or special meetings shall be given. Such meetings shall be kept to a minimum.

Meetings Not Required:

In-Service Classes, Performance Improvement Plans

Tuesdays shall be reserved for these types of programs. Up to twenty (20) Wednesdays and up to fifteen (15) Thursdays may be used to schedule PIP courses after consultation with the Director of Elementary Instruction and Association President. Such meetings shall not conflict with regularly scheduled Association meetings.

Association Meetings

Thursdays shall be reserved for Association meetings. (See Article 2, Section 4).

Section 4.

PART-TIME CERTIFICATED PERSONNEL

1. An employee who is assigned to a probationary position on a part-time basis and becomes permanent has tenure on a part-time basis only. (e.g., an employee who is assigned on a 3/5 assignment as a probationary employee gains tenure as a 3/5 employee only.)
2. A full-time permanent employee who requests and is approved for a part-time assignment retains tenure as a full-time teacher under the following conditions:
 - a. The request for part-time assignment is based upon extenuating health, personal, or professional reasons.
 - b. The part-time assignment can be accommodated without employing additional personnel. If in a very unusual case a part-time replacement is required the part-time assignment may not exceed two consecutive semesters.
 - c. Part-time assignments shall be subject to annual review by the Superintendent and may be terminated at the close of the school year if a continuing part-time assignment is not in the best interest of the educational program.
 - d. Part-time assignments will not be approved for less than one semester or one school year.
 - e. Part-time assignments shall be either 1/5, 2/5, 1/2, 3/5, or 4/5 and class teaching time shall be assigned in the same proportion as assigned to a full-time assignment on a weekly basis in that subject area or grade level. Compensation shall be pro-rated in accordance with the Education Code: "In fixing the compensation of part-time employees, governing boards shall provide an amount which bears the same ratio to the amount provided full-time employees as the time actually served by full-time employees of the same grade or assignment."
 - f. Persons on part-time assignments who have tenure as a full-time employee may request a full-time assignment no less than thirty (30) days prior to the close of a semester. Part-time personnel reassigned by the District to full-time shall be given thirty (30) days' notice of such reassignment.

Personnel assigned on a part-time basis are employed under the following conditions:

1. Duties and Responsibilities

Persons employed on a 2/5 or greater assignment shall have the same type of duties and responsibilities assigned to a full-time teacher.

They are required to attend all faculty meetings and department or grade level meetings any time such meetings are called for normal or emergency reasons. Supervision or club sponsorship assignments normally assigned to full-time unit members shall be assigned to part-time unit members on a reasonable or proportional basis.

Conference period and preparation period assignments shall be made in the proportion that the part-time assignment bears to a normal full-time assignment. Part-time unit members shall be required to attend all staff development days in their entirety; these additional days will be factored into the part-time unit member's annual salary at the unit member's contracted salary rate.

For part-time unit members employed on a 2/5 assignment or more, all time requirements enumerated in Article IV, Section 1, shall be applied in proportion to the part-time assignment. All part-time certificated classroom teachers must sign in at the Main Office at least fifteen (15) minutes before their first class, conference period, or required meeting.

For those part-time unit members who work less than five days per week, time requirements shall be applied in the same proportion as assigned to a full-time teacher on a weekly basis.

Employment Information

At the beginning of each school year, the appropriate administrator shall review, upon request, the policies and benefits related to part-time personnel.

Personnel employed by the District in the Early Retirement Program do not come under the jurisdiction of this article.

Section 5.

SCHOOL CALENDAR

<u>PUPIL DAYS</u>	<u>PUPIL-FREE DAYS</u>	<u>STAFF DEVELOPMENT DAYS</u>
180	3 days	3 days

*Except for the 2016-2017 school year only, which shall have 2 staff development days.

(See Appendix D for actual calendar)

There shall be a legal minimum school day on open house and back-to-school night. All schools shall use a consistent time for the minimum days scheduled for open houses and back-to-school nights. One (1) orientation meeting/preparation day is required. There will be one pupil-free day at the end of the first semester and one pupil-free day at the end of the second semester for all grade levels.

The District shall seek input from unit members listed on the teacher support personnel salary schedule as to the scheduling of any additional work days beyond those listed above and shall notify these unit members of their work calendar as soon as possible but no later than two (2) weeks prior to staff opening day each year. Every effort shall be made to schedule additional work days as close to the beginning and/or end of the teaching calendar as possible unless it is mutually agreeable not to.

**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, 2021, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$11,250, and effective July 1, 2022, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$11,750, and effective July 1, 2023, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$12,250.

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 PreK-5 from any one school or from any one department per year. This limitation may be exceeded by special approval of the District. After a unit member has entered this pre-retirement program, he/she may discontinue his/her participation at the close of any semester with sixty (60) days prior notification to the District, and his/her employment with the District will be terminated accordingly at the close of said semester. A unit member in the program shall be reinstated to full-time regular service at his/her request with sixty (60) days notice but only at the beginning of a regular school semester. Such unit member shall be limited to a total of five (5) years in any subsequent early retirement program including the years served under Plan #3. Participation in this pre-retirement program is limited to five (5) years. Consideration for unit member preference for assignments within a school or grade level will be given; however, the final decision for assignment shall be based upon the needs of the District.

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

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

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

Plan Transfers

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

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

Part-time Employment - STRS Participation

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

Section 8.

INTER-DISTRICT STUDENT PERMITS FOR EMPLOYEES

To the extent permitted by law, unit members regularly employed half-time or greater shall be eligible to receive an inter-district permit for enrollment of their children in the District. All children enrolled in the District while this provision is in force will retain the right to continue their enrollment in the District through high school matriculation as long as the unit member parent or guardian of the child remains employed by the District. Eligible unit members shall have the right to request enrollment for their child in the school of their choice provided the District determines there is space available. Eligible unit members shall be notified as to which school their child has been enrolled at least one week prior to the first day of school. This provision shall be effective only for the duration of any extension to the Supplemental Agreement between the District and the City of Beverly Hills for the provisional use of District recreational facilities by City residents, which expire 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.

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 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 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. 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

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 PreK-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 (PreK-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 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 VII
TRANSFERS**

Section 1.

DEFINITIONS

- A. **Vacancy**
a. **Temporary** - A temporary vacancy is one created by a unit member on leave of absence for one or two semesters and is to be filled during such absence.
b. **Permanent** - A permanent vacancy is one created by new positions or by a unit member who leaves the position by promotion, retirement or termination and is to be filled by the District.
- B. **Transfer**
A change of assignment of a unit member from one school to another.
- C. **Voluntary Transfer**
A transfer requested or initiated by unit member.
- D. **Involuntary Transfer**
A transfer initiated by the District.
- E. **Seniority**
A Unit member's seniority is established by the first date of paid probationary service (Education Code 44844, 44845, 44918) in the District.

The seniority of unit members with the same seniority date shall be determined by lot, when necessary, with an Association representative present at the drawing. A unit member's seniority is not changed by an authorized leave of absence. The seniority date and number no longer applies to a unit member upon resignation, termination and/or retirement.

Section 2.

NOTIFICATION OF VACANCIES

A list of all vacant positions, if any, shall be posted when known through District email and on the District website. The Association shall receive all such announcements when posted or published. Vacancy announcements shall indicate tentative or certain information regarding the school, grade level and subject assignment of the vacant position, and credential requirement, if necessary. Such posting shall be for at least ten (10) working days. If a vacancy occurs less than twenty (20) calendar days before the end of the school year but more than twenty (20) calendar days before the start of the subsequent school year, the District and the Association shall agree on the length of posting time. However, if a vacancy occurs within twenty (20) calendar days of the start of the school year, the ten (10) day posting shall be waived. If a vacancy for the current school year occurs more than twenty (20) calendar days after the start of the school year,

the posting shall be for at least five (5) working days. Waiver or change of the posting period does not alter the existing consideration for filling vacancies given unit members by the District. If such a vacancy is filled by a unit member, the posting of said unit member's position is waived and the District may fill the unit member's previous position at its discretion. Any vacancy filled in this manner shall be considered a temporary placement and shall be subject to the normal posting in the school year following the year in which the vacancy was so filled.

Section 3.

GENERAL CONSIDERATIONS

A unit member may complete and submit a transfer request form at any time. Such a request shall be valid for one year.

- A unit member may discuss temporary transfer opportunities or desires with the Human Resources Administrator at any time without filing a formal request. The District shall make every effort, within normal interview procedures for a vacant position, to give first consideration to such requests. If two unit members are qualified and other considerations or factors are equal, seniority shall be the determining factor in selecting an in-District candidate.
- When a unit member is a candidate for a temporary or permanent vacancy, the principal of the school where the vacancy exists shall chair the interview committee. If the unit member is not selected, he/she may request the reasons in writing from the Human Resources Administrator.
- A permanent unit member who applies for a transfer to a permanent vacant position shall be entitled to an interview by the principal and/or the appropriate interview committee for the vacant position.

The District shall fill vacancies based upon the following criteria:

- The educational needs of the District
- Qualifications and credentials of the transferee
- Recent teaching experience or university work of the transferee
- The desires of the transferee
- Seniority in the District

In the case of a District-initiated transfer, the District shall first seek volunteers prior to making any involuntary transfers. If no volunteers exist, the District may fill a vacant position by involuntarily transferring a unit member based upon the following criteria:

- The educational needs of the District
- Qualifications and credentials of the transferee
- Recent teaching experience or university work of the transferee
- Least seniority in the District

The unit member shall:

- Have immediate notice of such a decision indicating the Superintendent has reviewed all factors involved.
- Have up to two (2) days of released preparation time if the transfer occurs during the school year, and assistance in moving materials to the new work location.
- Be presented, upon request, a written statement indicating that all factors listed above have been considered and all reasons for the transfer stated.

Every effort shall be made to limit a District-initiated transfer of a unit member to one transfer within a three (3) year period.

Social, family or residence relationships shall not be a factor in transfer requests except where one certificated person in this relationship has a supervisory role over the other.

**ARTICLE VIII
CLASS SIZE**

Section 1.

The parties agree that it is impractical to put definite limits on maximum class size or average class size. Class size within each school may vary for a variety of reasons. The principal, subject to the approval of the Superintendent, shall have final authority in establishing class sizes and in the placement of a student in any class. Both parties understand the value of reasonable class sizes. The Principal shall make every effort to apportion class sizes, class assignments, and students equitably. If the District does not utilize the provisions of Education Code 44955 (layoff procedures), it shall make every effort to maintain class sizes according to the following guidelines for the duration of this contract:

a. High School (9-12)

<u>Department</u>	<u>Teacher Allotment Ratio</u>	<u>Average Class Size</u>
All departments except those below in high school	145/1	29/1
Physical Education	225/1	45/1
Home Economics	Maximum allowed by Code	
Technical Arts	Maximum allowed by Code	

Students who enroll in a particular department for multiple periods in the day shall be included in the calculation average class sizes multiple times. This average class size will become effective for the fall semester on the fifteenth (15th) school day after the commencement of school. For the spring semester this average class size will become effective on the tenth (10th) school day after the commencement of the semester. Students who attend a teacher's class multiple times in one day shall be included multiple times in calculating that teacher's allotment ratio. Teachers who teach in multiple departments shall have their teacher allotment ratios calculated proportionately to the number of classes that they teach in each department.

Librarian	1/District
Nurse	1/District
Special Education	Ed. Code or St. Dept. of Ed.

The counselor caseload guideline is 350 pupils to one. This guideline is not a maximum and does not require the district to maintain or increase staffing in the counselor program at this caseload level should enrollment increase or decrease.

Caseload guidelines may be amended as new technology and/or programmatic changes alter the manner student counseling services are provided.

b. Middle School (6-8)

<u>Department</u>	<u>Teacher Allotment Ratio</u>	<u>Average Class Size</u>
All departments (except PE)	145/1	29/1*
Choral & Instrumental Music		
*unless, by mutual consent, the principal and affected teacher agree upon a higher ratio		
Physical Education	225/1	45/1**
**45/1 student to certificated PE teacher average and 30/1 student to adult average		

Students who enroll in a particular department for multiple periods in the day shall be included in the calculation average class sizes multiple times. This average class size will become effective for the fall semester on the fifteenth (15th) school day after the commencement of school. For the spring semester this average class size will become effective on the tenth (10th) school day after the commencement of the semester. Students who attend a teacher's class multiple times in one day shall be included multiple times in calculating that teacher's allotment ratio. Teachers whose schedules include both core and non-core classes shall be subject to the same teacher allotment ratios and average class sizes as listed above calculated proportionately to the number of classes taught within those departments. All electives not discussed elsewhere in this article shall be subject to the teacher allotment ratio and average class size described for middle school core departments (for example, a teacher with four core courses and one elective course would have no more than 145 students across those five classes and an average of no more than 29/1 across all five classes). Study hall and homeroom students shall not be included in the calculation of allotment ratios.

c. Elementary (PreK-5)

<u>Grade Level</u>	<u>Average Class Size</u>
PreK-3	20/1*
(If the district no longer participates in the CSR program, average class size shall be 29/1)	
4-5	29/1

*For the 2009-2010, 2010-2011 and 2011-2012 school years, the district shall make every effort to maintain maximum PreK-3 class sizes of 20/1. However, should fiscal considerations make it necessary due to reductions in state aid, the

district shall be given the flexibility to allow maximum PreK-3 homeroom class sizes of 22/1. All students receiving instruction by a PreK-3 general education teacher at any point in the day shall be included in the 22/1 average class size. The district does not intend to increase PreK-3 class sizes to 22/1 in order to enable a PreK-3 reduction in force. If the district opts to increase class size to a maximum of 22/1, then the average class size will remain at 20/1. If the district no longer participates in the CSR program, average class size shall be 29/1. For the 2012-2013 school year and subsequent years, class size limits shall revert to the language in Section 1, Part c, above.

d. PreK-5 Specialists

	K-5 Average Class Size		Teacher Allotment Ratio
Art	not to exceed elementary class size identified in Section 1, Part c, above		none
Technology	not to exceed elementary class size identified in Section 1, Part c, above		none
Choral Music	not to exceed elementary class size identified in Section 1, Part c, above, unless, by mutual consent, the principal and affected teacher agree upon a higher ratio	29/1* unless, by mutual consent, the principal and affected teacher agree upon a higher ratio	none
Instrumental Music	not to exceed elementary class size identified in Section 1, Part c, above, unless, by mutual consent, the principal and affected teacher agree upon a higher ratio	29/1* unless, by mutual consent, the principal and affected teacher agree upon a higher ratio	none
Physical Education	30/1 student to adult average with at least 1 certificated PE teacher during PE instructional	**45/1 student to certificated PE teacher average and 30/1 student	none

time, with other adults to adult average
being teachers or
aides. (As long as
Kindergarten PE is not
mandated by Ed Code, it
may be taught either by the
classroom teacher or a
certificated PE teacher
If taught by a certificated
PE teacher, class size ratios
will apply.)

Section 2.

This article will in no way prohibit patterns of organization for instruction, team teaching, independent study and resource center programs, differentiated staffing, individualized instruction, or other instructional patterns or techniques of instruction. Every effort shall be made to adjust class size during the first week of each semester.

**ARTICLE IX
PROFESSIONAL ASSESSMENT
OF CERTIFICATED PERSONNEL**

Section 1.

The parties agree that the purpose of the professional assessment process is to improve teaching, treat teachers as professionals, and to provide a meaningful and supportive feedback system for teaching performance. While individual teaching performance might be evaluated as needing improvement or being unsatisfactory, most teachers do not fall into these categories. The professional assessment process, while it includes the expectation and means to address and support teachers whose performance does not meet district standards, is designed to provide valuable feedback for teachers whose performance is satisfactory and above, as well as for those whose performance is not, and to assist them to improve.

Section 2.

PROFESSIONAL ASSESSMENT PROCESSES

Depending upon the evaluatee's length of service in the district, several cycles and processes are available for professional assessment:

- Traditional Cycle – conducted annually for teachers who have not yet been granted permanent teaching status with the district; conducted every other year for teachers who have been granted permanent teaching status with the district and who do not select and/or qualify for the other cycles described below; conducted for teachers whose previous or current evaluation indicates performance that is unsatisfactory or in need of improvement (for more information, see Article IX, Section 4, Part I).
- Walkthrough Cycle - conducted every other year for teachers who have been granted permanent teaching status with the district, whose previous evaluation rated the employee as meeting or exceeding District standards, and who, by mutual agreement with the evaluator, select this option (for more information, see Article IX, Section 4, Part III).
- Alternative Cycle – conducted on a five year cycle, per Education Code Section 44664. In this cycle, after the previous cycle's summative evaluation is completed, the teacher would have one year off-cycle and then this cycle would begin (year 1) and continue through a summative evaluation presented in year 4. It is available for teachers who have been granted permanent teaching status with the district, whose previous evaluation rated the employee as meeting or exceeding District standards, who have been in the district for at least 10 years, who are highly qualified (if their teaching assignment requires highly qualified status), and who, by mutual agreement with the evaluator, select this option (for more information, see Article IX, Section 4, Part IV).

Section 3.

DEFINITIONS OF TERMS

California Standards for the Teaching Profession (CSTP)

The six standards are based on six interrelated categories of teaching practices. The six standards are:

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective learning environments for student learning.
3. Understanding and organization subject matter for student learning.
4. Planning instruction and designing learning experiences for all students.
5. Assessing student learning.
6. Developing as a professional educator.

Evaluatee

Person being evaluated.

Evaluation

The District shall evaluate and assess employee's competency as it reasonably relates to the CSTP and the progress of students; and the establishing and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

The District shall establish and define job responsibilities for non-instructional certificated personnel, represented by the Association whose responsibilities cannot be evaluated appropriately under the provisions of the preceding paragraph, and shall evaluate and assess the competency of such non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.

Evaluation Forms

Forms for the evaluation of personnel are included in Appendix F. In addition, a standardized format of these forms shall be made available to any unit member who elects to use a computer when filling out the forms. The unit member shall follow the contract-defined format when using a computer evaluation form. Information included on evaluator-written evaluation forms is intended to provide the evaluatee with documentation of the evaluator's current assessment of overall performance based upon data gathered through direct observation (within classroom teaching or other observational settings) or from sources of information that are directly verifiable by the evaluator. At all steps of the evaluation process, unit members will have the opportunity to provide input through self-reporting and self-reflection and evaluators shall provide recommendations. Information shall be based upon the California Standards for the Teaching Profession or upon the Standards for Assessment for non-teaching staff as listed in Appendix F. Prior to being included in an evaluation form, all information shall have been brought to the evaluatee's attention, the evaluatee shall have had time to address any concerns, and the evaluatee shall have been made aware that the information might be reflected in the evaluation form.

Evaluator

Administrator of the evaluatee. The primary evaluator of teacher and counselor unit members shall be the Principal or Assistant Principal of the school. The primary evaluator of psychologist unit members shall be the administrator over the Special Education department. Secondary evaluator(s) may include other District administrators. Secondary evaluator(s) may participate in any evaluation activities described in the evaluation process in conjunction with the primary evaluator and may conduct up to one independent 30-minute supplemental observation (beyond what is minimally required by the evaluation cycle), including a post-observation conference and completed classroom observation form. Should a secondary evaluator participate in the evaluation process for any evaluatee, the reason for the secondary evaluator's participation shall be stated in writing prior to the first evaluation activity engaged in by the secondary evaluator. If the evaluatee requests the secondary evaluator, the evaluatee and the primary evaluator shall mutually agree upon the selection of the secondary evaluator; if the District makes a decision to utilize a secondary evaluator, the District shall make the decision as to the selection of the secondary evaluator. The primary evaluator shall be responsible for completing evaluation forms.

Observation

A viewing of a unit member's performance.

Performance Improvement Plan

Specific written suggestions and recommendations in areas evaluated as "needs to improve" and "unsatisfactory" in order to facilitate improvement in the evaluatee's performance. The

Performance Improvement Plan may be developed and implemented as part of the evaluation process as described below, or may be developed and implemented by mutual agreement between the unit member and his/her site administrator during an off-cycle year.

Personnel File

The official personnel record of the unit member which is kept in the District Human Resource Office.

Professional Assessment Plan

Plan developed mutually by the evaluatee and the evaluator to focus on evaluatee's professional growth as it pertains to the established goals.

Walkthrough Observation

An unannounced classroom visit of at least five (5) minutes used to observe a representative slice of teaching and to give credible feedback to the teacher.

Section 4.

TIMELINES FOR EVALUATION PROCEDURES

I. Traditional Cycle

A. Within 15 calendar days of the evaluatee's first work day of the school year, the evaluatee shall be advised in writing of the name of his/her evaluator. The evaluator shall:

1. Distribute evaluation forms to evaluatee.
2. Review evaluation policies and procedures with evaluatee.
3. Review the evaluation calendar for the current school year with evaluatee

B. At any time subsequent to the notification of evaluator, and within 30 calendar days of the evaluatee's first work day:

1. The teacher evaluatee will select one (1) goal to focus on for the evaluatee's professional growth. This goal will be directly connected to one of the six CSTP's or to one of the school's or district's identified goals for the year. An evaluatee may wish to refer to prior evaluations and/or to confer with his/her evaluator for guidance in formulating the goal. Additionally, the evaluator may offer guidance to the evaluatee in formulating the goal.
2. The psychologist/counselor/nurse evaluatee will identify one (1) objective to focus on for the evaluatee's professional growth. This goal will be directly connected to a standard of assessment (as described in Appendix F) or one of the school's or district's identified goals for the year. An evaluatee may wish to refer to prior evaluations, if applicable, for guidance in formulating the goal.

C. At any time subsequent to the notification of evaluator, and within 45 calendar days of the evaluatee's first work day, the evaluator and the evaluatee will:

1. Review the goal identified on the Professional Assessment Plan.

2. Mutually agree to the Professional Assessment Plan. In the event of a disagreement regarding the Professional Assessment Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.
3. Sign and date the Professional Assessment Plan. This agreement may be revised during the course of the year by mutual agreement of the evaluator and evaluatee.

D. The evaluator will:

For Teacher Unit Members:

1. At any time subsequent to the establishment of the Professional Assessment Plan, and within 90 calendar days of the evaluatee's first work day for temporary and probationary unit members and within 120 calendar days of the evaluatee's first work day for permanent unit members, make at least one (1) classroom teaching observation of thirty (30) minutes duration or longer.
2. Hold a post observation conference with the evaluatee within three (3) working days to discuss the classroom observation, teaching performance (including the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations), and progress toward the attainment of the established goal on the Professional Assessment Plan.
3. Complete the Classroom Observation Form summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee.
4. Send the completed Classroom Observation Form to the evaluatee within three (3) working days after the conference.
5. If the evaluatee receives an overall "Needs to Improve" or "Unsatisfactory" evaluation on the Classroom Observation Form, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Needs to Improve" and "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

For Psychologist Unit Members:

1. At any time subsequent to the establishment of the Professional Assessment Plan, and within 90 calendar days of the evaluatee's first work day for temporary and probationary unit members and within 120 calendar days of the evaluatee's first work day for permanent unit members, hold a conference to review psychoeducational assessments status, the evaluatee's self-reflection related to his/her successes and areas for growth, the evaluator's

- recommendations, and discuss progress regarding the Professional Assessment Plan.
2. Complete a Formal Conference form summarizing the discussion in the conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, and providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee.
 3. If the evaluatee's current performance is judged to be "Needs to Improve" or "Unsatisfactory" at any time prior to the final conference, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Needs to Improve" and "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

For Counselor Unit Members:

1. At any time subsequent to the establishment of the Professional Assessment Plan, and within 90 calendar days of the evaluatee's first work day for temporary and probationary unit members and within 120 calendar days of the evaluatee's first work day for permanent unit members, hold a conference to review the status of School Counselor's Monthly Contact Summary forms, the evaluatee's self-reflection related to his/her successes and areas for growth, the evaluator's recommendations, and discuss progress regarding the Professional Assessment Plan.
2. Complete a Formal Conference form summarizing the discussion in the conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, and providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee.
3. If the evaluatee's current performance is judged to be "Needs to Improve" or "Unsatisfactory" at any time prior to the final conference, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Needs to Improve" and "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

For Nurse Unit Members:

1. At any time subsequent to the establishment of the Professional Assessment Plan, and within 90 calendar days of the evaluatee's first work day for

temporary and probationary unit members and within 120 calendar days of the evaluatee's first work day for permanent unit members, hold a conference to discuss practices, procedures and protocols that have been put in place at school sites to ensure the health and wellness of students, the evaluatee's self-reflection related to his/her successes and areas for growth, the evaluator's recommendations, and progress regarding the Professional Assessment Plan.

2. Complete a Formal Conference form summarizing the discussion in the conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, and providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee.
3. If the evaluatee's current performance is judged to be "Needs to Improve" or "Unsatisfactory" at any time prior to the final conference, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Needs to Improve" and "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

E. The evaluator will:

For Teacher Unit Members Meeting District Standards as of the First Observation:

1. At any time subsequent to the completion of the first observation cycle and at least 105 calendar days before the last day of student attendance, make at least one (1) additional classroom teaching observation of thirty (30) minutes duration or longer.
2. Hold a post observation conference with the evaluatee within three (3) working days to discuss the classroom observation, teaching performance (including the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations), and progress toward the attainment of the established goal on the Professional Assessment Plan.
3. Complete the Classroom Observation Form summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee
4. Send the completed Classroom Observation Form to the evaluatee within three (3) working days after the conference.
5. If the evaluatee receives an overall "Needs to Improve" or "Unsatisfactory" evaluation on the Classroom Observation Form, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as

“Needs to Improve” and “Unsatisfactory” in order to facilitate improvement in the evaluatee’s performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences. Subsequent to the evaluator’s determination that the evaluatee will receive an overall “Needs to Improve” or “Unsatisfactory” evaluation on the Classroom Observation Form, the procedures outlined in the next section titled, “For Teacher Unit Members NOT Meeting District Standards as of the First Observation,” will be followed with the provision that the evaluator’s second classroom observation and second post observation conference will count as one of the three (3) additional classroom teaching observations and post observation conferences.

For Teacher Unit Members NOT Meeting District Standards as of the First Observation:

1. At any time subsequent to the completion of the first observation cycle and at least 105 calendar days before the last day of student attendance, make at least three (3) additional classroom teaching observations of thirty (30) minutes duration or longer, at least two (2) of which shall be scheduled by mutual agreement between the evaluator and evaluatee. It is suggested that a lesson plan be submitted by the evaluatee to the evaluator prior to each scheduled observation.
2. Hold at least three (3) post observation conferences with the evaluatee, each within three (3) working days of a classroom observation, to discuss the classroom observation, teaching performance (including both the evaluatee’s and evaluator’s assessments of areas for commendation and areas for growth), and progress toward the attainment of the established goal on the Professional Assessment Plan.
3. Complete the Classroom Observation Form for each observation, summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee’s self-reflection related to his/her successes and areas for growth as well as the evaluator’s recommendations for growth, providing specific examples of performance that support the ratings of “Satisfactory or Above,” “Needs to Improve,” or “Unsatisfactory” noted for the evaluatee.
4. Send the completed Classroom Observation Forms to the evaluatee within three (3) working days after the conferences.
5. Update the Performance Improvement Plan to reflect the observations, conferences, and other information related to progress towards fulfilling the components outlined in the plan.

For Counselor/Psychologist/Nurse Unit Members NOT Meeting District Standards:

1. At any time subsequent to the completion of the first observation cycle and at least 105 calendar days before the last day of student attendance, hold at least three (3) conferences, scheduled by mutual agreement between the evaluator and evaluatee, discussing both the evaluatee’s and evaluator’s assessments of areas for commendation and areas for growth and making specific

- suggestions and recommendations in areas identified as “Needs to Improve” or “Unsatisfactory” in order to facilitate improvement in the evaluatee’s performance.
2. Complete a Formal Conference form summarizing the discussion in the conference, including a summary of the evaluatee’s self-reflection related to his/her successes and areas for growth as well as the evaluator’s recommendations for growth, and providing specific examples of performance that support the ratings of “Satisfactory or Above,” “Needs to Improve,” or “Unsatisfactory” and documenting specific suggestions for improvement noted for the evaluatee. The Formal Conference Form shall be signed by the evaluator and evaluatee and shall be part of the Performance Improvement Plan.
 3. Update the Performance Improvement Plan to reflect the conferences and any other information related to progress towards fulfilling the components outlined in the plan.
- F. The evaluator will hold a final conference with the evaluatee to discuss performance, areas of concern, and progress toward the attainment of the goal outlined on the Professional Assessment Plan and will complete a Summary Evaluation Form.
1. The final evaluation conference shall be completed at any time subsequent to the completion of the observation(s) described above such that the Summary Evaluation Form shall be provided to the evaluatee within three (3) working days of the final conference and at least 30 work days prior to the last day of student attendance.
 2. If the evaluatee’s performance is below district standards, per Education Code Section 44664, the evaluatee shall be referred to the Peer Assistance and Review (PAR) program (see Article XXII) and shall be annually evaluated until the evaluatee achieves a positive evaluation or is separated from the district. In addition, procedures for dismissal may be followed in accordance with the appropriate Education Code (Sections 44930-44985).

II. Walkthrough Cycle

- A. Within 15 calendar days of the evaluatee’s first work day of the school year, the evaluatee shall be advised in writing of the name of his/her evaluator. The evaluator shall:
1. Distribute evaluation forms to evaluatee.
 2. Review evaluation policies and procedures with evaluatee.
 3. Review the evaluation calendar for the current school year with evaluatee.
- B. At any time subsequent to the notification of evaluator, and within 30 calendar days of the evaluatee’s first work day, the evaluatee will select one (1) goal to focus on for the evaluatee’s professional growth and will make a written request to be placed on the walkthrough cycle. The goal will be directly connected to one of the six CSTP’s or to one of the school’s or district’s identified goals for the year. An evaluatee may wish to refer to prior evaluations, if applicable, for guidance in formulating the goal.

- C. At any time subsequent to the notification of evaluator, and within 45 calendar days of the evaluatee's first work day, the evaluator and the evaluatee will:
1. Review the goal identified on the Professional Assessment Plan and the request to be placed on the walkthrough cycle.
 2. Mutually agree to the Professional Assessment Plan.
In the event of a disagreement regarding the Professional Assessment Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.
 3. Sign and date the Professional Assessment Plan. This agreement may be revised during the course of the year by mutual agreement of the evaluator and evaluatee.
 4. By mutual consent, agree that the teacher, being permanent and having received a previous evaluation rating the employee as meeting or exceeding District standards, will be placed on the walkthrough cycle.
- D. At any time subsequent to the establishment of the Professional Assessment Plan, and at least 105 calendar days before the last day of student attendance, the evaluator will:
1. Make at least six (6) unannounced classroom teaching walkthrough observations of at least five (5) minutes. During each walkthrough observation, the evaluator shall thoughtfully observe what is happening, looking specifically at:
 - Safety (physical and psychological safety, and a climate that is conducive to intellectual risk-taking)
 - Objectives (the purpose of the lesson, and its alignment to the curriculum/standards)
 - Teaching (the orchestration of the learning, and the differentiation of the instruction)
 - Engagement (the attentiveness of students, and their active, minds-on involvement in the lesson)
 - Learning (the use of ongoing formal and informal assessment measures to fine-tune and adjust teaching)
 2. Hold a post-walkthrough conference with the evaluatee within three (3) working days, and, where possible, within twenty-four (24) hours, hearing from the teacher about what happened before and after the walkthrough, and providing feedback based on the indicators described above.
 3. Document the dates of the walkthrough observations and post-walkthrough conferences on the Professional Assessment Timeline (Walkthrough Cycle).
 4. If the evaluator determines that the teacher's performance "Needs to Improve" or is "Unsatisfactory" immediately notify the evaluatee of such concern and move the teacher back to the traditional cycle as described above. The evaluator must be able to explain to the evaluatee with rationale and/or evidence why the evaluatee is being placed back on the traditional cycle.
- E. At any time subsequent to the completion of the walkthroughs described above, the evaluator will hold a final conference with the evaluatee to discuss

performance, areas of concern, and progress toward the attainment of the goal outlined on the Professional Assessment Plan such that the Summary Evaluation Form shall be provided to the evaluatee within three (3) working days of the final conference and at least 30 work days prior to the last day of student attendance.

- F. If, at any point during this cycle, the evaluator determines that the teacher's performance "Needs to Improve" or is "Unsatisfactory," the evaluator shall immediately notify the evaluatee of such concern and move the teacher back to the traditional cycle. The evaluator must be able to explain to the evaluatee with rationale and/or evidence why the evaluatee is being placed back on the traditional cycle. Regardless of the reason for the evaluatee's return to the traditional cycle, all timelines described in the traditional cycle will apply; however, if the move back to the traditional cycle occurs after the first day of the second semester, the first observation cycle and (if necessary) Performance Improvement Plan will be completed within two weeks (10 working days) of the decision to return to the traditional cycle. In such a situation, every effort shall be made to maximize the time between observations in order to provide time for the employee to make improvements, and the remainder of the observations and the final summary evaluation will be completed at least 30 work days before the last day of student attendance. If the evaluator determines that the teacher's performance is "Satisfactory or Above," with mutual agreement of the evaluator and evaluatee, a move to the traditional cycle may be made, and this transition may take place immediately or at the start of the subsequent school year.

III. Alternative Cycle - Project

- A. Within 15 calendar days of the evaluatee's first work day of the school year, the evaluatee shall be advised in writing of the name of his/her evaluator. The evaluator shall:
1. Distribute evaluation forms to evaluatee.
 2. Review evaluation policies and procedures with evaluatee.
 3. Review the evaluation calendar for the current school year with evaluatee.
- B. At any time subsequent to the notification of evaluator, and within 30 calendar days of the evaluatee's first work day, the evaluatee will select one (1) goal to focus on for the evaluatee's professional growth and will make a written request to be placed on the alternative cycle. The goal will be directly connected to one of the six CSTP's (or, if the evaluatee is a nurse, counselor or psychologist, one of the identified standards for assessment) or to one of the school's or district's identified goals for the year. An evaluatee may wish to refer to prior evaluations, if applicable, for guidance in formulating the goal.
- C. At any time subsequent to the notification of evaluator, and within 45 calendar days of the evaluatee's first work day, the evaluator and the evaluatee will:
1. Review the evaluatee's identified goal and request to be placed on the alternative cycle.
 2. By mutual consent, agree that the evaluatee, having permanent status, having been in the district for at least 10 years, being identified as highly qualified (if their teaching assignment requires highly qualified status), and whose

previous evaluation rated the employee as meeting or exceeding District standards, will be placed on the alternative cycle.

3. By mutual consent, agree upon a project and a professional assessment plan designed to improve the teaching practice of the evaluatee. Projects may be:
 - Pursuit of an advanced degree in a field related to education or the evaluatee's subject area specialization
 - Pursuit of advanced certification in an area related to education or the evaluatee's subject area specialization
 - Pursuit of a new or supplementary credential
 - An action research project with a direct classroom outcome impacting students (e.g., curriculum development and implementation, differentiation strategies, assessment strategies, etc.). Action research plans must include a question/hypothesis, a research method, and a timeline and could span multiple years (up to 4).
 - Other projects that the evaluator and evaluatee mutually agree would have a substantial impact in improving the teaching and learning process in the evaluatee's classroom or on the evaluatee's campus.

- D. Within 90 calendar days of the evaluatee's first work day, the evaluatee will submit to the evaluator for approval the written Professional Assessment Plan (Alternative Cycle). This agreement may be revised throughout the alternative cycle by mutual agreement of the evaluator and evaluatee

- E. Within 120 calendar days of the evaluatee's first work day and again at least 105 calendar days before the last day of student attendance, the evaluator and evaluatee shall hold conferences to discuss progress towards completion of the agreed upon project and to make any indicated revisions or updates to the project plan. The evaluatee shall be responsible for maintaining the Professional Assessment Plan (Alternative Cycle) so that it reflects all jointly agreed upon updates and changes, and for submitting a revised copy of the plan to the evaluator within three (3) days of each conference.

- F. During the subsequent three (3) years, if the evaluator and evaluatee agree that the project is still in progress, within 45 calendar days of the evaluatee's first work day, within 120 calendar days of the evaluatee's first work day, and at least 105 calendar days before the last day of student attendance, the evaluator and evaluatee shall hold conferences to discuss progress towards completion of the agreed upon project and to make any indicated revisions or updates to the project plan. If the evaluator and evaluatee agree that the project has been completed, the evaluatee may choose to begin a new project. If a new project is not initiated, the evaluator and evaluatee will meet at least once annually at least 15 work days prior to the last day of student attendance to have a professional conversation about the evaluatee's teaching practice, remembering that the goal of such a conversation is to ensure that both parties engage in ongoing and supportive dialogue and to ensure that the evaluator has sufficient information and input from the evaluatee to develop a holistic and complete picture of the evaluatee's professional accomplishments so that the Summary Evaluation provided at the end of the alternative cycle provides accurate documentation of the evaluatee's performance.

- G. At any time subsequent to the completion of the project, by mutual consent of the evaluator and evaluatee, but no later than 105 calendar days before the last day of

student attendance in year four (4) of this cycle, the evaluatee shall submit a written summary of the project and its outcomes to the evaluator and shall present the project and its outcomes to an appropriate audience as agreed upon mutually by the evaluator and evaluatee.

- I. Subsequent to the completion of the project, no earlier than 105 calendar days before the last day of student attendance in year four (4) of this cycle, and such that the Summary Evaluation Form shall be provided to the evaluatee within three (3) working days of the final conference and at least 30 work days prior to the last day of student attendance the evaluator will hold a final conference with the evaluatee to discuss performance, areas of concern, and progress toward the attainment of the goal outlined on the Professional Assessment Plan.
- J. If, at any point during this cycle, the evaluator determines that the teacher's performance "Needs to Improve" or is "Unsatisfactory," the evaluator shall immediately notify the evaluatee of such concern and move the teacher back to the traditional cycle. The evaluator must be able to explain to the evaluatee with rationale and/or evidence why the evaluatee is being placed back on the traditional cycle. Regardless of the reason for the evaluatee's return to the traditional cycle, all timelines described in the traditional cycle will apply; however, if the move back to the traditional cycle occurs after the first day of the second semester, the first observation cycle and (if necessary) Performance Improvement Plan will be completed within two weeks (10 working days) of the decision to return to the traditional cycle. In such a situation, every effort shall be made to maximize the time between observations in order to provide time for the employee to make improvements, and the remainder of the observations and the final summary evaluation will be completed at least 30 work days before the last day of student attendance. If the evaluator determines that the teacher's performance is "Satisfactory or Above," with mutual agreement of the evaluator and evaluatee, a move to the traditional or walkthrough cycle may be made, and this transition may take place immediately or at the start of the subsequent school year.

IV. Alternative Cycle - Observations

- A. Within 15 calendar days of the evaluatee's first work day of the school year, the evaluatee shall be advised in writing of the name of his/her evaluator. The evaluator shall:
 - 1. Distribute evaluation forms to evaluatee.
 - 2. Review evaluation policies and procedures with evaluatee.
 - 3. Review the evaluation calendar for the current school year with evaluatee.
- B. At any time subsequent to the notification of evaluator, within 30 calendar days of the evaluatee's first work day, the evaluator and the evaluatee will:
 - 1. By mutual consent, agree that the evaluatee, having permanent status, having been in the district for at least 10 years, being identified as highly qualified (if their teaching assignment requires highly qualified status), and whose previous evaluation rated the employee as meeting or exceeding District standards, will be placed on the alternative cycle.

2. By mutual consent, agree to utilize an annual observation process throughout the duration of the cycle.
- C. At least 105 calendar days before the last day of student attendance of that year and each of the three subsequent years, the evaluator shall:
1. Make at least one (1) classroom teaching observation of thirty (30) minutes duration or longer.
 2. Hold a post observation conference with the evaluatee within three (3) working days to discuss the classroom observation and teaching performance (including both the evaluatee's and evaluator's areas for commendation and areas for growth).
 3. Complete the Classroom Observation Form summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, providing specific examples of performance that support the ratings of "Satisfactory or Above," "Needs to Improve," or "Unsatisfactory" noted for the evaluatee.
 4. Send the completed Classroom Observation Form to the evaluatee within three (3) working days after the conference.
- D. During year four (4) of this cycle, the evaluator will hold a final conference with the evaluatee to discuss performance, recommendations, and goals for future growth such that the Summary Evaluation Form shall be provided to the evaluatee within three (3) working days of the final conference and at least 30 work days prior to the last day of student attendance.
- E. If, at any point during this cycle, the evaluator determines that the teacher's performance "Needs to Improve" or is "Unsatisfactory," the evaluator shall immediately notify the evaluatee of such concern and move the teacher back to the traditional cycle. The evaluator must be able to explain to the evaluatee with rationale and/or evidence why the evaluatee is being placed back on the traditional cycle. Regardless of the reason for the evaluatee's return to the traditional cycle, all timelines described in the traditional cycle will apply; however, if the move back to the traditional cycle occurs after the first day of the second semester, the first observation cycle and (if necessary) Performance Improvement Plan will be completed within two weeks (10 working days) of the decision to return to the traditional cycle. In such a situation, every effort shall be made to maximize the time between observations in order to provide time for the employee to make improvements, and the remainder of the observations and the final summary evaluation will be completed at least 30 work days before the last day of student attendance. If the evaluator determines that the teacher's performance is "Satisfactory or Above," with mutual agreement of the evaluator and evaluatee, a move to the traditional or walkthrough cycle may be made, and this transition may take place immediately or at the start of the subsequent school year.

V. Disagreement

Within this evaluation article, the grievance procedures of this contract may be used only for failure to follow the procedures described. The substance of evaluation reports or any

other material placed in a personnel file or any other aspects of this article are not subject to the grievance procedure.

If the evaluatee wishes to have the final evaluation reviewed, the evaluatee may appeal in writing within fifteen (15) working days to the Human Resources Administrator. Within ten (10) working days the Human Resources Administrator shall consult with the evaluator and evaluatee independently and within five (5) working days of such consultation shall respond to the evaluatee in writing. The appeal of the evaluatee and response of the Human Resources Administrator shall, at the request of the evaluatee, be placed in the District personnel file.

Section 5.

GUIDELINES FOR PROFESSIONAL ASSESSMENT

- I. The evaluator, in recognizing pupil performance objectives and in assessing unit member competence, should consider atypical factors as they relate to the identified performance objectives.
- II. Teacher classroom observations by the evaluator may be made at any time per the provisions found in this article. When feasible and appropriate, the evaluator may pre-schedule visitations. In addition, the evaluatee may request observations on a pre-scheduled basis. Psychologist/Counselor conferences conducted by the evaluator may be made at any time per the provisions found in this article.
- III. Evaluations of unit member competence, as reported on the Summary Evaluation Form, shall be based upon material or reports placed in the unit member's personnel file.
- IV. Performance standards shall be published and distributed to the evaluatee and must be related to the efficient and safe operation of the District and the welfare of students. Prior to any action involving the withholding of pay or any written statement placed in the personnel file which involves negative performance, the District will issue, where appropriate, reasonable advance warning, and shall inquire with respect to the problem in a fair and important manner so as to insure that penalties are reasonably related to the seriousness of the offense and the past record of the evaluatee with the District.

Section 6.

SUBSTITUTES

Substitute teachers shall be evaluated daily on forms provided by the District. A substitute teacher's service shall be deemed satisfactory unless the Principal or Assistant Principal provides the substitute teacher with a written notice of unsatisfactory service within ten (10) school days following the substitute's last day of service.

Section 7.

PERSONNEL FILES

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

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

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

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

If derogatory information is placed in the personnel file, it shall be within a reasonable time following the incident. A unit member shall have the right to attach his/her own comments to any such material and acknowledge that such material has been read by initialing and dating that material. This acknowledgment does not constitute agreement with any or all of the material. This material may be removed from the file if charges are without substance or after four (4) years from the date of the incident.

Unsatisfactory performance reports related to competency may be removed from the personnel file after four (4) years from the date of the evaluation.

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

Section 8.

ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

Academic freedom is both a privilege and a right bestowed by a free society upon members of the academic profession. Such freedom must bear a judicious relationship and balance with professional responsibility. In this relationship, professional responsibility requires good faith and integrity of the unit member in the search for truth and a high degree of objectivity in the examination, verification, and presentation of facts to pupils. Where the exposition goes beyond fact, it must be labeled as a point of view or opinion. The unit member has a duty to explain other points of view as fully and clearly so that alternate ideas may stand or fall on their own merits.

Responsibility requires the unit member to limit teaching to areas of proficiency or specialization and to assure that teaching is relevant to the course of study and that it is appropriate to the maturity level of the pupils. Upon receiving valid and objective information or pertinent and relevant topics, the pupils may then be assisted in such a way that they may form and express their own opinions without jeopardizing their position with the teacher or with the school.

It is the special task of the unit member to foster and to encourage among pupils those habits of open mindedness and critical inquiry which alone make for responsible citizens. In a free society, it is expected that people will hold different points of view and strive for different ends. Frequently, such differences lead to conflict. These conflicts are best resolved within the framework of reasonable rules established in the best interest of the general public. Such reasonable limitations are understood and accepted by the unit member and administrator. Both the unit member and the school administrator are qualified and licensed officers of the State.

They share, therefore, a common responsibility to comply fully with the spirit and intent of the school curriculum and the policies of the governing authorities of the school and school system.

Section 9.

CONTROVERSIAL ISSUES

The Beverly Hills schools are dedicated to a program of positive instruction toward a belief in the ideals and processes of American democracy, and toward a clear understanding of totalitarian ideas and methods which are contrary to the principles of freedom. In teaching the American heritage, opportunities are provided for pupils to examine, within the framework of established courses of study and under competent guidance, vital current issues, some of which are controversial.

In classroom consideration of controversial issues, the following guidelines shall be observed:

- I. Significant problems should be stated and discussed in terms suited to the maturity level of the learners and their capacity for understanding concepts and values.
- II. An atmosphere as free as practicable from prejudice should be maintained.
- III. Differing points of view should be presented with dignity and fairness.
- IV. The prestige of the unit member's position should not be used to advocate partisan opinions.
- V. Pupils should be encouraged to analyze problems accurately, gather and organize pertinent data, detect propaganda, identify prejudice, and discriminate between fact and opinion.
- VI. The legitimacy of honest differences of opinion among individuals looking at the same evidence should be established.
- VII. Dignity, rather than embarrassment, for the exercise of one's right to change opinions should be established.
- VIII. Pupils should be encouraged to withhold judgment until thorough study has been accomplished.
- IX. The presentation of sound, reliable, adequate evidence should replace empty argument.
- X. Proposed solutions of public problems should be tested in the light of democratic procedures: Concern for the worth of the individual and for the common welfare; recognition of fair play; and emphasis on peaceful, constitutional methods of progress.

See Appendix F for all Evaluation Forms

**ARTICLE X
GRIEVANCE PROCEDURE**

Section 1.

The following definitions shall apply to the processing of grievances:

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

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

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

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

A "grievant" is an individual unit member or the Association who alleges a grievance defined above.

Section 2.

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

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

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

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

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

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

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

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

Section 3.

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

Unless mutually agreed upon by the Association President and the Human Resources Administrator, all grievances shall start at Step One.

Section 4.

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

Section 5.

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

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

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE XI GRIEVANCE ARBITRATION

Section 1.

Grievances which are not settled pursuant to Article X, which the Association desires to contest further and which involve the interpretation or application of the expressed terms of this Agreement, and policies specified in the definition of "grievance," may be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Four of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with procedures of Article X. The substance of evaluation in Article IX (Professional Assessment of Certificated Personnel) (procedures of evaluation are grievable), Article XIII (District Rights), and Article XV (Non-Discrimination) (except as noted within the Article), are specifically excluded from arbitration under the provisions of this Article.

Section 2.

As soon as possible and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall request a list of seven arbitrators from the California State Mediation and Conciliation Service experienced in education labor relations. The parties shall alternately strike names from the list until only one name remains, that person shall arbitrate the dispute.

The party who strikes the first name shall be determined by lot.

Section 3.

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

Section 4.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or policies specified in Article X, definitions of a "grievance," or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a

modification (whether by addition or by detraction) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE XII
SAFETY CONDITIONS OF EMPLOYMENT**

Section 1.

Employees shall report to their immediate administrator and local law enforcement agency any abuse of school personnel, assault or battery upon school personnel which occurs or any threat of force or violence directed toward school personnel which occurs at any time or place in any way related to school activity. Employees shall complete reports as required by the District relating to such incidents and shall be notified of the action taken.

Section 2.

The District acknowledges reasonable responsibility for the safety of its employees as stipulated in the Education Code, State and federal law. As they become aware of unsafe conditions, employees shall be responsible for submitting written recommendations to the site administrator regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs. No unit member shall be required to utilize equipment or continue to utilize equipment which poses a clear safety hazard to that unit member or others. Safety devices provided by the District shall be worn or used by the unit members.

Section 3.

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

Section 4.

In the event a unit member is injured in the performance of his/her regular assignment, or District-sponsored activity, the unit member is required to report the injury to his/her site administrator immediately if possible and within twenty four (24) hours at the latest.

Section 5.

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

Section 6.

The Safety Committee at each school shall assist the Principal in determining supervision requirements and schedules which insure maximum safety conditions and equal assignment of supervision responsibilities among all members of the unit. The Safety Committee shall include at least two teachers and a BHEA appointed representative.

Section 7.

No bargaining unit member shall be required to work with asbestos or in areas where asbestos is friable. The District shall remove and/or encapsulate asbestos in work areas.

Section 8

Bargaining unit members shall have the right and the duty to report any unsafe condition, facility, or equipment within the unit member's knowledge to their immediate supervisor who shall submit the report to the maintenance department.

Section 9.

The District shall pay the costs of replacement or repair of the personal property of an employee used by the employee for instructional purposes when such property is damaged or stolen by robbery or theft while housed on the school site or on District initiated business on the following basis:

1. The unit member shall complete the Personal Property Form (see Appendix H), determine with the principal the value of the property, and get the principal's prior approval before the property is brought to the school site or used on District initiated business.
2. The property is used by the owner only for the purposes and at the times specified on the Personal Property Form.
3. The first one hundred dollars (\$100) of value is the responsibility of the unit member. The District shall pay up to five hundred (\$500) of the cost after the one hundred dollar (\$100) deductible is paid by the unit member.
4. If any insurance coverage is available from any other source, that coverage shall be primary and shall be applied before this section. In such a case, the District shall pay any out-of-pocket expenses incurred by the employee up to five hundred dollars (\$500).

Section 10.

When a unit member is placed in a position that requires the unit member to operate office equipment that the unit member has never operated before, the District shall provide appropriate instruction regarding the safe operation of the equipment.

**ARTICLE XIII
PARENT COMPLAINTS**

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

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

1. The parent or guardian shall attempt to resolve concerns through verbal communication with the unit member or the unit member's immediate supervisor. Every effort shall be made by the supervisor to refer the complainant to the unit member first.
2. The immediate supervisor may meet with the unit member to discuss the concern or complaint in a non-investigatory manner.
3. If the concern is not resolved at this level, the complaint shall be made in writing by the complainant and given to the unit member's immediate supervisor no later than thirty (30) calendar days after the time the complainant's child leaves the affected class.
 - a. The unit member shall be notified and furnished a copy of this complaint within five school days of the supervisor's receipt of the written complaint.
 - b. The immediate supervisor shall meet with the unit member to discuss the concern or complaint and shall conduct a thorough, impartial investigation of the matter. The unit member shall have the right to meet with the complainant.
 - c. If the complaint is not resolved within five (5) school days after the conference, a summary of the complaint, the factual investigation and the action taken, shall be prepared by the supervisor and furnished to the unit member. Receipt of the summary shall be acknowledged in writing by the unit member. This acknowledgement signifies receipt of the summary only, not necessarily agreement. The unit member shall have five (5) school days to furnish a written response. The summary and written response may then be entered in the unit member's personnel file.
 - d. If a thorough, impartial investigation determines that the allegations are unfounded, the complaint shall be disregarded and shall not be a matter of record.

ARTICLE XIV
CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

The District and the Association shall implement the Classroom Teacher Instructional Improvement Program in accordance with sections 44700-44705 of the Education Code.

To implement said provisions, the District and the Association shall establish a grant committee of nine (9) members, a majority of which shall be permanent full-time classroom teachers. The Association shall establish a procedure to determine which classroom teachers are to serve on the committee. Teacher service on the committee shall be on a released time basis. The Mentor Teacher Committee shall be utilized for purposes of implementing the Classroom Teacher Instructional Improvement Program. The BHEA reserves the right to replace any teacher representative who is unable to serve on the committee.

The grant committee shall have the following responsibilities:

1. Establish procedures for evaluation of grant proposals.
2. Recommend plan for allocation of funds to governing board.
3. Consider all grant proposals.
4. Review grant proposals.
5. Recommend grant awards.
6. Take into account areas with the greatest need for instructional improvement when allocating funds.
7. Establish procedures for review of use of funds.

**ARTICLE XV
SUMMER SCHOOL**

When the District offers a summer school program which it administers, the District shall make summer school teaching assignments as follows:

1. Announcements listing summer school employment and the subjects offered shall be posted on bulletin boards in every school as soon as the Board of Education decides to implement a summer school program.

Applications shall be filed with the Human Resources Department.

2. Unit members who file an application shall be assigned to classes in the subject or area in which they are trained or have experience; i.e., primary, upper grade, subject area.
3. All hiring for summer school shall be first from current unit members, providing the unit member has the training or experience in the subject area to be assigned and providing that the unit member received an evaluation rating of satisfactory or above in the most recent evaluation cycle.
4. If a unit member develops a special program to be offered in summer school, and that program is offered and maintains sufficient enrollment, that unit member shall have priority over all others to teach that course.
5. When qualifications are equal, unit members who did not teach in the preceding year shall be offered the opportunity to teach a full assignment in the current year before the district offers this full assignment to unit members who taught either a partial or full assignment in the preceding year. When qualifications are equal, unit members who taught a partial assignment in the preceding year shall be offered the opportunity to teach at least a partial assignment in the current year before the district offers this partial assignment to unit members who taught a full assignment in the preceding year. Every effort shall be made to do all of the following: a) ensure that summer programs maintain fidelity with the educational program offered by the District during the regular school year, b) offer opportunities for full assignments to qualified teachers before splitting assignments among multiple teachers, and c) distribute summer school teaching assignments to maximize the number of qualified and interested unit members who are given the opportunity to teach over the years in a summer program.
6. When the factors in 5. above are equal, the unit member with the longest service in the District shall receive the assignment.
7. The District shall notify unit members of the assignment made for summer school as soon as possible following the closing date for submission of applications. All assignments are subject to adequate enrollment.

ARTICLE XVI
PROBATIONARY ASSURANCES

The District will assign each probationary employee to a school site within the District at which the District can train, assist and evaluate such employee. Following initial employment, changes in assignments shall be made in accordance with the provisions of Article VII, Transfers. The District hereby assures probationary employees that their probationary status and potential needs for training, assistance and evaluation will be recognized at the school site to which they are assigned.

Site supervisors are responsible for reviewing District evaluation and staff development policies with probationary unit members, identifying potential needs for training, assistance and evaluation, and for providing the probationary unit member training and needed assistance.

In the event the District requires the employee to attend courses, workshops, or other professional educational programs for the purpose of upgrading professional competency, the District shall pay for the cost of tuition and materials. Such courses, workshops and professional educational programs occurring outside the employee's contractual hours of employment shall be on a voluntary basis.

ARTICLE XVII DISTRICT RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE XVIII
MAINTENANCE OF EDUCATIONAL PROCESS**

The Association, its officers, agents and unit members agree that they shall not cause or participate in picketing, slowdowns, or stoppages of work or any acts of any nature, that tend to interfere with the operation of this District during the term of the Agreement.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort to encourage all employees to do so.

It is agreed and understood that any employee violating this Section shall be subject to discipline or termination at the sole discretion of the District with appropriate legal proceedings.

If agreement is not reached in negotiations for a successor contract in 2015-2016, this article shall not be in force once the parties have exhausted the statutory impasse procedures in good faith.

**ARTICLE XIX
NON-DISCRIMINATION**

Pursuant to Federal and State Laws, the District and the Association agree not to discriminate against any employee based upon age, race, color, creed, national origin, sex or sexual orientation, marital status, or political or professional affiliation and to have due regard for employees' rights as citizens. Claimed violations of this article are to be processed under appropriate Federal or State agency procedures rather than the procedures provided for in Article X. Claimed violations in the specific areas mentioned above which do not fall under the jurisdiction of Federal or State agencies may be processed through the grievance procedures of this contract.

ARTICLE XX
COMPLETION OF MEETING AND NEGOTIATING

Section 1.

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

Section 2.

Both parties agree to support this Agreement during its term, and will not seek change or improvement of the terms hereof unless by mutual agreement, except that either party may re-open up to two (2) articles (and related appendices) each year, with the exception of Article III, Salaries, and Article V, Health, Welfare, and Other Benefits. However, the deliberations of the three subcommittees created during the 2020-2021 negotiations school year (1 Contract Cleanup, 2 Extra Pay and 3 Evaluation) may cause the related articles within the jurisdiction of the subcommittees to be reopened for the express purpose of incorporating into such articles any agreements resulting from the recommendations of the subcommittees implementing any resulting agreements.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

**ARTICLE XXI
TERM OF AGREEMENT**

This Agreement shall be in full force from July 1, 2021, to and including June 30, 2024.

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: Feb 1, 2022

Date: 7/1/2021

by

by

Rachelle Marcus

Rachelle Marcus (Feb 1, 2022 16:32 PST)

Rachelle Marcus
President
Board of Education



Alana Castanon
Certificated President
BHEA/CTA/NEA

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

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

Section 1.

JOINT COMMITTEE

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

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

2. Teacher representatives on the Joint Committee shall serve for a three-year period. Initially, teacher representatives shall be selected to a 1-, 2-, or 3- year term. Teacher members shall be limited to two (2) consecutive terms. The District shall maintain the continuity of administrative participation on the Joint Committee.
3. The Joint Committee will appoint co-chairpersons (one teacher, one administrator) on an annual basis.
4. The Joint Committee shall establish its own meeting schedule, but shall meet at least three (3) times per year. To meet, four (4) of the five (5) members of the Joint Committee must be present. However, during the selection of Consulting Teachers, and when reports are being presented or discussed regarding Participating Teachers, all five (5) members of the Joint Committee must be present. Decisions of the Joint Committee shall be made by a simple majority.

5. The Joint Committee members who are in the bargaining unit shall be paid a stipend (see Appendix A for the amount). Fifty percent (50%) of the stipend shall be paid at the end of the first semester. Fifty percent (50%) of the stipend shall be paid at the end of the second semester. Teachers who are members of the Joint Committee shall not be released from their regular duties to attend meetings. All meetings of the Joint Committee shall be in a closed setting, as long as it does not violate the public meeting rules of the Brown Act.

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

- n. Working with the Human Resources department to conduct outreach and training related to the PAR program for unit members and administrators as needed.
 - o. Providing feedback to the District and BHEA with regards to the efficacy and implementation of the evaluation process and its interaction with the PAR process.
7. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
 8. Unit members who are Consulting Teachers or Joint Committee members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

Section 2.

PARTICIPATING TEACHERS

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

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

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

desired outcomes of the Volunteer Participating Teacher's participation in the PAR Program. Once approved to participate in the PAR Program, the Volunteer Participating Teacher must remain in the program for a minimum of five months or the remainder of the school year, whichever is less.

Section 3.

CONSULTING TEACHERS

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

Consultation with Referred Teachers

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

Consultation with Volunteer Teachers

1. A Volunteer Participating Teacher shall notify the Joint Committee of his/her desire to receive assistance. Notification may occur anytime during the school year, depending on the availability of Consulting Teachers and funding.
2. Should the Volunteer Participating Teacher be admitted to PAR, the Consulting Teacher shall meet with the Volunteer Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan within 20 working days. The Consulting Teacher shall conduct multiple formal and informal observations of the Volunteer Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

3. The Consulting Teacher shall monitor the progress of the Volunteer Participating Teacher and the two shall meet for periodic discussions.
4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site administrators, the evaluator or the Joint Committee.
5. The Consulting Teacher shall submit a final report regarding the Volunteer Participating Teacher to the Joint Committee.

Consultation with Beginning Teachers

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

Section 4.

RULES AND PROCEDURES FOR SELECTION OF CONSULTING TEACHERS

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

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

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

All applications and references shall be treated with confidentiality.

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

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

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

Observations shall be based on a model lesson which includes:

- a. Standards-based lesson plan
 - b. student work from the lesson
 - c. self-critique of the lesson taught
3. The recommendations for Consulting Teacher selection from the Joint Committee shall be forwarded via the Department of Human Resources to the governing board for personnel action.
4. The term of the Consulting Teacher shall be two (2) years, and a teacher may not serve in the position for more than two (2) additional terms. Initially, Consulting Teachers shall be selected for a two- (2) or three- (3) year term, to stagger the two-year cycle. Subsequent terms shall be for two (2) years.
 - a. If a Consulting Teacher leaves the District or is unable to serve, the position shall be filled based upon need as determined by the Joint Committee.
 - b. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

Section 5.

OTHER PROVISIONS

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

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

ARTICLE XXIII

DISCIPLINE

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

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

APPENDIX A
TEACHER SALARY SCHEDULE
(Rounded to the nearest dollar)
Effective July 1, 2021
Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	64,381	67,471	68,129	69,414	73,937	80,166
STEP 2	65,671	68,820	69,491	71,258	76,660	82,880
STEP 3	66,976	70,206	70,869	75,907	80,592	86,841
STEP 4	68,317	71,588	73,423	79,125	84,512	91,672
STEP 5	69,700	73,029	77,642	83,033	88,465	94,779
STEP 6	72,479	76,657	82,087	87,462	92,879	99,251
STEP 7	76,175	81,087	86,503	91,892	97,296	103,696
STEP 8	80,592	85,516	90,907	96,323	101,727	108,169
STEP 9	85,815	89,931	95,334	100,740	107,130	113,738
STEP 10		92,628	98,183	101,742	108,202	113,738
STEP 11				103,752	110,347	113,738
STEP 12						113,738
STEP 13						113,738
STEP 14						113,738
STEP 15						113,738
STEP 16						119,451
STEP 17						119,451
STEP 18						119,451
STEP 19						119,451
STEP 20						119,451
STEP 21						119,451
STEP 22						123,013

(a) Maximum for Nurses without a credential.

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

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

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

TO QUALIFY FOR GROUP:

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

TEACHER SUPPORT PERSONNEL SALARY SCHEDULE

Effective July 1, 2021

(Rounded to the nearest dollar)

	Days	Step 5	Step 6	Step 7	Step 8	Step 9	Step 16	Step 22
Elem. Counselor	186	100,361	105,135	109,835	114,565	119,307	125,307	128,940
MS/Librarian	190	105,661	110,662	115,618	120,605	125,576	131,901	135,725
MS/HS Counselor	190	105,661	110,662	115,618	120,605	125,576	131,901	135,725
HS Head Librarian	190	110,931	116,202	121,388	126,630	131,873	138,498	142,503
School Psychologist/ Program Specialist	190	107,754	112,869	117,912	123,027	128,098	134,537	138,416

ADDITIONAL STIPENDS/PAY

Effective July 1, 2021

Stipend for Doctorate Degree

\$2,038 (yearly stipend, paid 11 months)

Stipend for National Board Certification

\$2,038 (yearly stipend, paid 11 months for ten years)

Certificated Hourly Rate for Extra Duty Assignments, Summer School Teaching Assignments

\$54.65 per hour

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

\$505.15 per unit

Peer Assistance and Review (PAR) Program

Joint Committee member - \$1,179/Annual Assignment

Consulting Teacher/CTIP Support Provider - \$2,729/assigned teacher

RESPONSIBILITY INCREMENTS

Effective July 1, 2021

Responsibility Increment 1 (R1) \$1,748.09

Responsibility Increment 2 (R2) \$3,498.53

Responsibility Increment 3 (R3) \$5,247.80

Responsibility Increment 4 (R4) \$7,451.01

SUBSTITUTE SCHEDULE

Effective July 1, 2021

STEP 1 \$216.03/day

STEP 2 \$279.77/day

CERTIFICATED COACHING STIPEND SCHEDULE

Effective July 1, 2021

ONE UNIT - \$505.15 (High School & Middle School)

Middle School: 4.25 Units (\$2,146.89) = 1 coach/team

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$4,344	Varsity	1	7.0	\$3,536
Jr. Varsity	1	6.2	\$3,132	Jr. Varsity	1	6.3	\$3,182
Frosh/Soph	1	6.0	\$3,031				
				Swimming			
Basketball				Head Coach	1	8.6	\$4,344
Varsity	2	8.6	\$4,344	Asst. Coach	2	7.4	\$3,738
Jr. Varsity	2	7.0	\$3,536				
Sophomore	1	7.0	\$3,536	Tennis			
Frosh/Soph	1	7.0	\$3,536	Head Coach	2	7.6	\$3,839
Frosh	1	6.2	\$3,132				
				Track & Field			
Cross Country				Head Coach	1	8.6	\$4,344
Head Coach	1	7.6	\$3,839	Asst. Coach	3	7.0	\$3,536
Football				Volleyball			
Head Varsity	1	9.5	\$4,799	Varsity	2	8.6	\$4,344
Asst. Varsity	2	8.0	\$4,041	Jr. Varsity	2	5.7	\$2,879
Asst. Varsity	1	7.3	\$3,688	Frosh/Soph	1	5.7	\$2,879
Head Soph.	1	7.3	\$3,688				
Asst. Soph.	1	7.3	\$3,688	Water Polo			
Head Frosh	1	6.6	\$3,334	Varsity	2	8.6	\$4,344
Asst. Frosh	1	6.4	\$3,233	Frosh/Soph	2	7.4	\$3,738
Golf				Wrestling			
Head Coach	2	5.7	\$2,879	Head Coach	1	5.7	\$2,879
				Asst. Coach	1	5.0	\$2,526
Lacrosse							
Head Coach	1	7.9	\$3,991	Special Activities			
				Dance	1	7.5	\$3,789
Soccer				Drill	1	7.0	\$3,536
Varsity	2	7.9	\$3,991	Spirit	1	7.0	\$3,536
Jr. Varsity	2	6.2	\$3,132				
Frosh/Soph	2	6.0	\$3,031				

APPENDIX A
TEACHER SALARY SCHEDULE
(Rounded to the nearest dollar)
Effective July 1, 2022
Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	65,991	69,157	69,832	71,150	75,786	82,170
STEP 2	67,313	70,540	71,228	73,040	78,576	84,952
STEP 3	68,650	71,961	72,640	77,805	82,607	89,013
STEP 4	70,025	73,378	75,259	81,103	86,625	93,964
STEP 5	71,442	74,854	79,583	85,109	90,676	97,148
STEP 6	74,291	78,573	84,139	89,649	95,202	101,732
STEP 7	78,079	83,114	88,665	94,190	99,728	106,289
STEP 8	82,607	87,654	93,180	98,731	104,270	110,873
STEP 9	87,960	92,180	97,718	103,259	109,809	116,582
STEP 10		94,944	100,637	104,285	110,907	116,582
STEP 11				106,346	113,106	116,582
STEP 12						116,582
STEP 13						116,582
STEP 14						116,582
STEP 15						116,582
STEP 16						122,438
STEP 17						122,438
STEP 18						122,438
STEP 19						122,438
STEP 20						122,438
STEP 21						122,438
STEP 22						126,089

(a) Maximum for Nurses without a credential.

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

[] Indicates placeholders for credited service years and are not negotiated steps on the salary schedule.
Steps 16 and 22 in Group VI are not anniversary increments.

TO QUALIFY FOR GROUP:

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

TEACHER SUPPORT PERSONNEL SALARY SCHEDULE

Effective July 1, 2022

(Rounded to the nearest dollar)

	Days	Step 5	Step 6	Step 7	Step 8	Step 9	Step 16	Step 22
Elem. Counselor	186	102,870	107,764	112,581	117,429	122,290	128,440	132,163
MS/Librarian	190	108,303	113,429	118,508	123,620	128,716	135,199	139,119
MS/HS Counselor	190	108,303	113,429	118,508	123,620	128,716	135,199	139,119
HS Head Librarian	190	113,704	119,107	124,423	129,795	135,170	141,960	146,066
School Psychologist/ Program Specialist	190	110,448	115,690	120,859	126,102	131,301	137,901	141,876

ADDITIONAL STIPENDS/PAY

Effective July 1, 2022

Stipend for Doctorate Degree

\$2,089 (yearly stipend, paid 11 months)

Stipend for National Board Certification

\$2,089 (yearly stipend, paid 11 months for ten years)

Certificated Hourly Rate for Extra Duty Assignments, Summer School Teaching Assignments

\$56.02 per hour

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

\$517.78 per unit

Peer Assistance and Review (PAR) Program

Joint Committee member - \$1,208/Annual Assignment

Consulting Teacher/CTIP Support Provider - \$2,797/assigned teacher

RESPONSIBILITY INCREMENTS

Effective July 1, 2022

Responsibility Increment 1 (R1)	\$1,791.79
Responsibility Increment 2 (R2)	\$3,585.99
Responsibility Increment 3 (R3)	\$5,379.00
Responsibility Increment 4 (R4)	\$7,637.29

SUBSTITUTE SCHEDULE

Effective July 1, 2022

STEP 1	\$221.43/day	STEP 2	\$286.76/day
---------------	--------------	---------------	--------------

CERTIFICATED COACHING STIPEND SCHEDULE

Effective July 1, 2022

ONE UNIT - \$517.78 (High School & Middle School)

Middle School: 4.25 Units (\$2,200.57) = 1 coach/team

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$4,453	Varsity	1	7.0	\$3,624
Jr. Varsity	1	6.2	\$3,210	Jr. Varsity	1	6.3	\$3,262
Frosh/Soph	1	6.0	\$3,107				
Basketball				Swimming			
Varsity	2	8.6	\$4,453	Head Coach	1	8.6	\$4,453
Jr. Varsity	2	7.0	\$3,624	Asst. Coach	2	7.4	\$3,832
Sophomore	1	7.0	\$3,624	Tennis			
Frosh/Soph	1	7.0	\$3,624	Head Coach	2	7.6	\$3,935
Frosh	1	6.2	\$3,210				
Cross Country				Track & Field			
Head Coach	1	7.6	\$3,935	Head Coach	1	8.6	\$4,453
				Asst. Coach	3	7.0	\$3,624
Football				Volleyball			
Head Varsity	1	9.5	\$4,919	Varsity	2	8.6	\$4,453
Asst. Varsity	2	8.0	\$4,142	Jr. Varsity	2	5.7	\$2,951
Asst. Varsity	1	7.3	\$3,780	Frosh/Soph	1	5.7	\$2,951
Head Soph.	1	7.3	\$3,780				
Asst. Soph.	1	7.3	\$3,780	Water Polo			
Head Frosh	1	6.6	\$3,417	Varsity	2	8.6	\$4,453
Asst. Frosh	1	6.4	\$3,314	Frosh/Soph	2	7.4	\$3,832
Golf				Wrestling			
Head Coach	2	5.7	\$2,951	Head Coach	1	5.7	\$2,951
				Asst. Coach	1	5.0	\$2,589
Lacrosse				Special Activities			
Head Coach	1	7.9	\$4,090	Dance	1	7.5	\$3,883
Soccer				Drill	1	7.0	\$3,624
Varsity	2	7.9	\$4,090	Spirit	1	7.0	\$3,624
Jr. Varsity	2	6.2	\$3,210				
Frosh/Soph	2	6.0	\$3,107				

APPENDIX A
TEACHER SALARY SCHEDULE
(Rounded to the nearest dollar)
Effective July 1, 2023
Based on a 186 Day Work Year

	Group I	Group II	Group III	Group IV	Group V	Group VI
STEP 1	67,641	70,886	71,578	72,928	77,681	84,224
STEP 2	68,995	72,303	73,009	74,865	80,541	87,076
STEP 3	70,366	73,760	74,456	79,750	84,672	91,238
STEP 4	71,776	75,212	77,140	83,130	88,791	96,313
STEP 5	73,228	76,726	81,573	87,237	92,943	99,577
STEP 6	76,148	80,537	86,243	91,890	97,582	104,275
STEP 7	80,031	85,192	90,882	96,545	102,222	108,946
STEP 8	84,672	89,845	95,509	101,199	106,877	113,645
STEP 9	90,159	94,485	100,161	105,840	112,554	119,497
STEP 10		97,318	103,153	106,892	113,680	119,497
STEP 11				109,004	115,934	119,497
STEP 12						119,497
STEP 13						119,497
STEP 14						119,497
STEP 15						119,497
STEP 16						125,499
STEP 17						125,499
STEP 18						125,499
STEP 19						125,499
STEP 20						125,499
STEP 21						125,499
STEP 22						129,241

(a) Maximum for Nurses without a credential.

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

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

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

TO QUALIFY FOR GROUP:

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

TEACHER SUPPORT PERSONNEL SALARY SCHEDULE

Effective July 1, 2023

(Rounded to the nearest dollar)

	Days	Step 5	Step 6	Step 7	Step 8	Step 9	Step 16	Step 22
Elem. Counselor	186	105,442	110,458	115,395	120,365	125,347	131,651	135,467
MS/Librarian	190	111,010	116,264	121,471	126,711	131,934	138,579	142,596
MS/HS Counselor	190	111,010	116,264	121,471	126,711	131,934	138,579	142,596
HS Head Librarian	190	116,546	122,085	127,533	133,040	138,549	145,509	149,717
School Psychologist/ Program Specialist	190	113,209	118,583	123,881	129,255	134,583	141,348	145,423

ADDITIONAL STIPENDS/PAY

Effective July 1, 2023

Stipend for Doctorate Degree

\$2,141 (yearly stipend, paid 11 months)

Stipend for National Board Certification

\$2,141 (yearly stipend, paid 11 months for ten years)

Certificated Hourly Rate for Extra Duty Assignments, Summer School Teaching Assignments

\$57.42 per hour

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

\$530.72 per unit

Peer Assistance and Review (PAR) Program

Joint Committee member - \$1,238/Annual Assignment

Consulting Teacher/CTIP Support Provider - \$2,867/assigned teacher

RESPONSIBILITY INCREMENTS

Effective July 1, 2023

Responsibility Increment 1 (R1)	\$1,836.58
Responsibility Increment 2 (R2)	\$3,675.64
Responsibility Increment 3 (R3)	\$5,513.48
Responsibility Increment 4 (R4)	\$7,828.22

SUBSTITUTE SCHEDULE

Effective July 1, 2023

STEP 1	\$226.97/day	STEP 2	\$293.93/day
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CERTIFICATED COACHING STIPEND SCHEDULE

Effective July 1, 2023

ONE UNIT - \$530.72 (High School & Middle School)

Middle School: 4.25 Units (\$2,255.56) = 1 coach/team

	Coaches	Units	Stipend		Coaches	Units	Stipend
Baseball				Softball			
Varsity	1	8.6	\$4,564	Varsity	1	7.0	\$3,715
Jr. Varsity	1	6.2	\$3,290	Jr. Varsity	1	6.3	\$3,344
Frosh/Soph	1	6.0	\$3,184				
				Swimming			
Basketball				Head Coach	1	8.6	\$4,564
Varsity	2	8.6	\$4,564	Asst. Coach	2	7.4	\$3,927
Jr. Varsity	2	7.0	\$3,715				
Sophomore	1	7.0	\$3,715	Tennis			
Frosh/Soph	1	7.0	\$3,715	Head Coach	2	7.6	\$4,033
Frosh	1	6.2	\$3,290				
				Track & Field			
Cross Country				Head Coach	1	8.6	\$4,564
Head Coach	1	7.6	\$4,033	Asst. Coach	3	7.0	\$3,715
Football				Volleyball			
Head Varsity	1	9.5	\$5,042	Varsity	2	8.6	\$4,564
Asst. Varsity	2	8.0	\$4,246	Jr. Varsity	2	5.7	\$3,025
Asst. Varsity	1	7.3	\$3,874	Frosh/Soph	1	5.7	\$3,025
Head Soph.	1	7.3	\$3,874				
Asst. Soph.	1	7.3	\$3,874	Water Polo			
Head Frosh	1	6.6	\$3,503	Varsity	2	8.6	\$4,564
Asst. Frosh	1	6.4	\$3,397	Frosh/Soph	2	7.4	\$3,927
Golf				Wrestling			
Head Coach	2	5.7	\$3,025	Head Coach	1	5.7	\$3,025
				Asst. Coach	1	5.0	\$2,654
Lacrosse							
Head Coach	1	7.9	\$4,193	Special Activities			
				Dance	1	7.5	\$3,980
Soccer				Drill	1	7.0	\$3,715
Varsity	2	7.9	\$4,193	Spirit	1	7.0	\$3,715
Jr. Varsity	2	6.2	\$3,290				
Frosh/Soph	2	6.0	\$3,184				

APPENDIX B

REQUEST FOR EVALUATION OF EXTRA PAY ASSIGNMENT

INITIAL PROPOSAL
(attach additional pages if necessary)

Assignment Title: _____

School Site: _____

Description of program/project:

Grade level(s) of students involved: _____

Approximate number of students directly involved in program or project
(i.e., those enrolled in the program and producing the product; not the target audience
or those who will derive secondary benefit): _____

Is there a teaching period specifically/explicitly connected with this project? _____

Approximate annual amount of time required of the unit member outside
of the regular duty day (in hours): _____

Has this program been previously implemented? _____

If so, please describe the previous history of this program:

How will the success of this program be evaluated?

What impact will the successful implementation of this program have on the school or district? (Please describe the impact in terms of the size of the audience, the amount and type of publicity generated, any awards or recognition given to the program, participation in competitions and/or exhibitions, including the size and scope of the competitions/exhibitions, etc.)

Please describe the specific tasks that a unit member given this assignment will be expected to complete. Please distinguish between managerial tasks (those involving scheduling, coordinating, contacting, organizing, etc.) and tasks requiring leadership and/or vision (those involving strategic planning, goal setting, long range planning, action plan development, outcome assessment, etc.), and please also specify whether each task will be conducted during the duty day or outside of the duty day.

Signature of
Requesting Principal: _____ Date: _____

Phone no. where Principal can be reached during Committee deliberation: _____

By signing above, the Principal indicates concurrence with and endorsement of all information provided within this document and affirms that no tasks included within the project description will later be sub-contracted or delegated to other individuals being compensated in other forms or processes.

Committee deliberation will take place during the first two weeks of the school year for proposals submitted prior to the first day of school, during the last two weeks of October for proposals submitted prior to October 15, and during the first two weeks of April for proposals submitted prior to the end of March. Committee decisions will be communicated to Principals upon completion of the review process.

-----For Committee Use Only-----

Date of committee evaluation meeting: _____

Committee determination of compensation level: _____

Notes:

REQUEST FOR EVALUATION OF EXTRA PAY ASSIGNMENT

RESUBMITTED PROPOSAL

(attach additional pages if necessary)

Assignment Title: _____

School Site: _____

- This program submission is identical to the most recent previous submission and I am requesting the same compensation level as is currently assigned. I have attached a copy of the current year's Time/Activity Log, and signed/dated the bottom of this form. (Check this box and skip to the end of this form to provide signature, date, and phone number.)

Description of program/project:

Grade level(s) of students involved: _____

Approximate number of students directly involved in program or project
(i.e., those enrolled in the program and producing the product; not the target audience
or those who will derive secondary benefit): _____

Is there a teaching period specifically/explicitly connected with this project? _____

Approximate annual amount of time required of the unit member outside
of the regular duty day (in hours): _____

Previous compensation rate: _____

Please describe the scope and accomplishments of the program and attach a log of hours for the previous year:

What changes are proposed/planned for the upcoming year?

How will the success of this program be evaluated?

What impact will the successful implementation of this program have on the school or district? (Please describe the impact in terms of the size of the audience, the amount and type of publicity generated, any awards or recognition given to the program, participation in competitions and/or exhibitions, including the size and scope of the competitions/exhibitions, etc.)

Please describe the specific tasks that a unit member given this assignment will be expected to complete. Please distinguish between managerial tasks (those involving scheduling, coordinating, contacting, organizing, etc.) and tasks requiring leadership and/or vision (those involving strategic planning, goal setting, long range planning, action plan development, outcome assessment, etc.), and please also specify whether each task will be conducted during the duty day or outside of the duty day.

If this assignment has been previously evaluated, and you wish to advocate for a change in compensation level, please explain your reasoning, including, if applicable, any changes to the assignment since the last submission.

Signature of
Requesting Principal: _____ Date: _____

Phone no. where Principal can be reached during Committee deliberation: _____

By signing above, the Principal indicates concurrence with and endorsement of all information provided within this document and affirms that no tasks included within the project description will later be sub-contracted or delegated to other individuals being compensated in other forms or processes.

Committee deliberation will take place during the first two weeks of the school year for proposals submitted prior to the first day of school, during the last two weeks of October for proposals submitted prior to October 15, and during the first two weeks of April for proposals submitted prior to the end of March. Committee decisions will be communicated to Principals upon completion of the review process.

-----For Committee Use Only-----

Date of committee evaluation meeting: _____

Committee determination of compensation level: _____

Notes:

BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards Extra Pay Assignment – Time/Activity Log

Date	Activity	Time Spent	Approximate Number of Students Involved	Achievements/Awards/Honors/Recognition/Outcomes (as applicable)

Supervisor's Signature _____

EXTRA PAY RUBRIC

1 Unit	R1	R2	R3	R4	
Varies depending on assignment Generally 15-30 hours	Typically < 50 students	Typically 40-100 students	Typically 80+ students	All of the criteria for R3 PLUS A program that involves a multi-year progression of skill development for students AND An annual culminating outcome involving collaboration and the combination of multiple programs of similar scope	
	Generally 40-100 hours per year	Generally 80-200 hours per year	Generally 180+ Hours per Year		
A unit of pay is generally provided for a one-time/stand-alone event whose preparation and execution takes place over a short duration of time	Minimal/no post-evaluation or program revision	Moderate post-evaluation and program revision	Intensive post-evaluation and program revision	Initial creation of program	
	Pre-existing program	Modification of pre-existing program			
	Minimal/no advance planning	Moderate advance planning	Intensive advance planning		Outcome based on logistical support and extensive creative vision
	Outcome largely based on logistical support	Outcome largely based on logistical support but requires some creative vision			
	Narrow school or district impact	Moderate school or district impact	Broad school-wide or district-wide impact		Broad school-wide or district-wide impact

NOTE: This rubric is intended to be utilized to evaluate extra pay assignments on a holistic basis. No one cell/criteria is a requirement for placement at any compensation level, nor is placement determined by any quantitative compilation of cells or criteria; rather, the Extra Pay Committee is to examine each assignment according to all criteria and make a compensation decision based upon the overall assignment as a whole.

**APPENDIX C
RELEASE TIME FORM**

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
TEACHER REQUEST FOR RELEASE TIME FORM**

Name: _____ Pin Number: _____

Location/Assignment: _____ Date Request Filed: _____

Preferred Release Date: _____ Administrative Response in five (5)
days from
date request submitted: _____

Reason for Request (include specific dates and times of meetings and/or other conflicts which contributed to the necessity for this request):

Suggestions that would remediate need for release time in the future:

Teacher Signature: _____ Date: _____

Principal Signature: _____ Date: _____

Director of Special Ed. Signature (if required): _____ Date: _____

White: Coordinator

Yellow: Principal

Pink: Teacher

**APPENDIX D
SCHOOL CALENDAR**

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BEVERLY HILLS UNIFIED SCHOOL DISTRICT CALENDAR 2021-2022



SEPTEMBER

M	T	W	T	F	S
		1	2	3	4 5
6	7	8	9	10	11 12
13	14	15	16	17	18 19
20	21	22	23	24	25 26
27	28	29	30		

AUGUST

M	T	W	T	F	S
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		3	4	5	6 7 8
9	10	11	12	13	14 15
16	17	18	19	20	21 22
23	24	25	26	27	28 29
30	31				

JULY

M	T	W	T	F	S
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5	6	7	8	9	10 11
12	13	14	15	16	17 18
19	20	21	22	23	24 25
26	27	28	29	30	31

DECEMBER

M	T	W	T	F	S
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6	7	8	9	10	11 12
13	14	15	16	17	18 19
20	21	22	23	24	25 26
27	28	29	30	31	

NOVEMBER

M	T	W	T	F	S
		1	2	3	4 5 6 7
8	9	10	11	12	13 14
15	16	17	18	19	20 21
22	23	24	25	26	27 28
29	30				

OCTOBER

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11	12	13	14	15	16 17
18	19	20	21	22	23 24
25	26	27	28	29	30 31

MARCH

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7	8	9	10	11	12 13
14	15	16	17	18	19 20
21	22	23	24	25	26 27
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FEBRUARY

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28					

JANUARY

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31					

JUNE

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MAY

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23	24	25	26	27	28 29
30	31				

APRIL

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25	26	27	28	29	30

- Independence Day (observed) - July 5, 2021
- Pupil Free Day - August 10, 2021
- Staff Development Days - August 11 & 12, 2021
- School Opens/Classes Begin - August 13, 2021
- Labor Day - September 6, 2021
- Local Holidays - September 7 & 8, 2021
- Local Holiday - September 16, 2021
- Veterans Day - November 11, 2021
- Thanksgiving - November 24 - 26, 2021
- Pupil Free Day - December 22, 2021
- Winter Recess - December 23, 2021 - January 7, 2022
- Second Semester Begins - January 10, 2022
- Martin Luther King Day - January 17, 2022
- Staff Development Day - February 18, 2022
- Presidents Day - February 21, 2022
- Spring Recess - April 11 - 15, 2022
- Memorial Day - May 30, 2022
- Close of School/Last Day of Classes - June 2, 2022
- Pupil Free Day/BHHS Graduation - June 3, 2022

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

LEGEND

- = Legal Holidays
- = School Recesses
- = Staff Dev. Day (No School)
- = Opening/Closing of School
- = Local Holidays
- = TK-12 Pupil Free Day

BEVERLY HILLS UNIFIED SCHOOL DISTRICT CALENDAR 2022-2023



- Independence Day (observed) - July 4, 2022
- Pupil Free Day - August 10, 2022
- Staff Development Days - August 11 & 12, 2022
- School Opens/Classes Begin - August 15, 2022
- Labor Day - September 5, 2022
- Local Holidays - September 26 & 27, 2022
- Local Holiday - October 5, 2022
- Veterans Day - November 11, 2022
- Thanksgiving - November 23 - 25, 2022
- Pupil Free Day - December 22, 2022
- Winter Recess - December 23, 2022 - January 6, 2023
- Second Semester Begins - January 9, 2023
- Martin Luther King Day - January 16, 2023
- Staff Development Day - February 17, 2023
- Presidents Day - February 20, 2023
- Spring Recess - April 3 - 7, 2023
- Memorial Day - May 29, 2023
- Close of School/Last Day of Classes - June 1, 2023
- Pupil Free Day/BHHS Graduation - June 2, 2023

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

LEGEND

- = Legal Holidays
- = School Recesses
- = TK-12 Pupil Free Day
- = Staff Dev. Day (No School)
- = Opening/Closing of School
- = Local Holidays

SEPTEMBER

M	T	W	T	F	S
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DECEMBER

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MARCH

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JUNE

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AUGUST

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29	30	31			

NOVEMBER

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14	15	16	17	18	19
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28	29	30			

FEBRUARY

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27	28				

MAY

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29	30	31			

JULY

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					31

OCTOBER

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31					

JANUARY

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23	24	25	26	27	28
30	31				

APRIL

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					30

BEVERLY HILLS UNIFIED SCHOOL DISTRICT CALENDAR 2023-2024



SEPTEMBER

M	T	W	T	F	S
				1	2
4	5	6	7	8	9
11	12	13	14	15	16
18	19	20	21	22	23
25	26	27	28	29	30

AUGUST

M	T	W	T	F	S
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14	15	16	17	18	19
21	22	23	24	25	26
28	29	30	31		

JULY

M	T	W	T	F	S
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3	4	5	6	7	8
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17	18	19	20	21	22
24	25	26	27	28	29
30					

DECEMBER

M	T	W	T	F	S
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4	5	6	7	8	9
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18	19	20	21	22	23
25	26	27	28	29	30
					31

NOVEMBER

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13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30		
					26

OCTOBER

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16	17	18	19	20	21
23	24	25	26	27	28
30	31				

MARCH

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4	5	6	7	8	9
11	12	13	14	15	16
18	19	20	21	22	23
25	26	27	28	29	30
					31

FEBRUARY

M	T	W	T	F	S
			1	2	3
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29		
					25

JANUARY

M	T	W	T	F	S
1	2	3	4	5	6
8	9	10	11	12	13
15	16	17	18	19	20
22	23	24	25	26	27
29	30	31			
					21
					28

JUNE

M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21	22
24	25	26	27	28	29
					30

MAY

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30	31	
					12
					19
					26

APRIL

M	T	W	T	F	S
1	2	3	4	5	6
8	9	10	11	12	13
15	16	17	18	19	20
22	23	24	25	26	27
29	30				
					7
					14
					21
					28

- Independence Day (observed) - July 4, 2023
- Pupil Free Day - August 10, 2023
- Staff Development Day - August 11, 2023
- School Opens/Classes Begin - August 14, 2023
- Labor Day - September 4, 2023
- Local Holiday - September 25, 2023
- Veterans Day - November 10, 2023
- Thanksgiving - November 22 - 24, 2023
- Pupil Free Day - December 21, 2023
- Winter Recess - December 22, 2023 - January 5, 2024
- Second Semester Begins - January 8, 2024
- Martin Luther King Day - January 15, 2024
- Staff Development Day - February 16, 2024
- Presidents Day - February 19, 2024
- Spring Recess - April 1 - 8, 2024
- Staff Development Day - April 26, 2024
- Memorial Day - May 27, 2024
- Close of School/Last Day of Classes - May 30, 2024
- Pupil Free Day/BHHS Graduation - May 31, 2024

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

LEGEND

- = Legal Holidays
- = School Recesses
- = TK-12 Pupil Free Day
- = Staff Dev. Day (No School)
- = Opening/Closing of School
- = Local Holidays

APPENDIX E

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

Please sign, and return to the Payroll Office no later than the fifteenth day of the second calendar month of the school year, or by the end of the first month of service for new hires.

_____ I **did not** contribute to the Catastrophic Sick Leave Program in the previous school year. I elect to contribute one (1) sick leave day. I understand that the day I contribute is irrevocable and will be subtracted from my accumulated sick leave.

_____ I **did** contribute to the Catastrophic Sick Leave Program in the previous school year. If a contribution is necessary in order to maintain my participation, I elect to contribute one (1) sick leave day. I understand that the day I contribute is irrevocable and will be subtracted from my accumulated sick leave.

My signature below indicates that I have read and accept all of the provisions of Article VI, Section 4 of the BHUSD/BHEA Certificated Agreement.

XXX - XX - _____

_____ Print Name _____ Social Security Number (last 4 digits)

_____ Signature _____ Date

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

**VOLUNTARY CATASTROPHIC / SICK LEAVE PROGRAM
WITHDRAWAL REQUEST**

Name:	School Site:	Date:
Social Security Number (last 4 digits): XXXX - XX- _____	Phone: () _____	

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

Initial Request
 OR
 Request for Extension

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

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

COMMITTEE USE ONLY

Approved District Committee Member
 # of days: _____ Signatures _____ DATE: _____
 Request denied Unit Committee Member
 Signatures _____

**APPENDIX F
PROFESSIONAL ASSESSMENT FORMS**

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APPENDIX F-1a1
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment Timeline – Traditional Cycle
(20__ - 20__)

Evaluatee:				Evaluator:			
Status:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2	<input type="checkbox"/> Permanent	Assignment:		

THE FOLLOWING IS TO BE COMPLETED BY ALL TEACHERS

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Notification of Evaluation Participation	Within 15 calendar days of first work day				
Notification of Secondary Evaluator	If applicable				
Submission of Goal	Within 30 calendar days of first work day				
Completion of Professional Assessment Plan	Within 45 calendar days of first work day				
Formal Observation #1	Within 90 calendar days of first work day for Temporary or Probationary Teachers; Within 120 calendar days of first work day for Permanent Teachers				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				

TEACHERS MEETING STANDARDS

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Formal Observation #2	At least 105 calendar days before the last day of student attendance,				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				
Final Conference	No more than 3 work days prior to the Summary Evaluation Form				
Summary Evaluation Form	At least 30 work days prior to the last day of student attendance				

TEACHERS NOT MEETING STANDARDS

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Formal Observation #2	At least 105 calendar days before the last day of student attendance,				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of conference				
Formal Observation #3	At least 105 calendar days before the last day of student attendance,				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of conference				
Formal Observation #4	At least 105 calendar days before the last day of student attendance,				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of conference				
Final Conference	No more than 3 work days prior to the Summary Evaluation Form				
Summary Evaluation Form	At least 30 work days prior to the last day of student attendance				

APPENDIX F-1b
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment Timeline – Walkthrough Cycle
(20__ – 20__)

Evaluatee:	Evaluator:
Assignment:	

THE FOLLOWING IS TO BE COMPLETED BY ALL TEACHERS

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Notification of Evaluation Participation	Within 15 calendar days of the evaluatee's first work day of the school year				
Notification of Secondary Evaluator	If applicable				
Submission of Goal and Request to be Placed on Walkthrough Cycle	Within 30 calendar days of the evaluatee's first work day				
Completion of Professional Assessment Plan	Within 45 calendar days of the evaluatee's first work day				
Walkthrough #1	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough				
Walkthrough #2	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough				
Walkthrough #3	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough				
Walkthrough #4	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough				
Walkthrough #5	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough				
Walkthrough #6	At least 105 calendar days before the last day of student attendance				
Post Walkthrough Conference	Within 3 work days of walkthrough and at least 105 calendar days before the last day of student attendance				
Final Conference	No more than 3 work days prior to the Summary Eval. Form				
Summary Evaluation Form	At least 30 work days prior to the last day of student attendance				

APPENDIX F-1c
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment Timeline – Alternative Cycle – Project
(20__ - 20__)

Evaluatee:	Evaluator:
Assignment:	

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Notification of Evaluation Participation	Within 15 calendar days of the evaluatee's first work day of the school year (Year 1)				
Notification of Secondary Evaluator	If applicable				
Submission of Plan and Request to be Placed on Alternative Cycle	Within 30 calendar days of the evaluatee's first work day (Yr 1)				
Professional Assessment Plan Conference	Within 45 calendar days of the evaluatee's first work day (Yr 1)				
Approval of Prof. Assessment Plan	Within 90 calendar days of the evaluatee's first work day (Yr 1)				
Progress Conference 1	Within 120 calendar days of the evaluatee's first work day (Year 1)				
Progress Conference 2	At least 105 calendar days before the last day of student attendance (Year 1)				
Progress Conference 3	Within 45 calendar days of the evaluatee's first work day of Year 2, if project is still in progress				
Progress Conference 4	Within 120 calendar days of the evaluatee's first work day of Year 2, if project is still in progress				
Progress Conference 5	At least 105 calendar days before the last day of student attendance of Year 2, if project is still in progress				
Progress Conference 6	Within 45 calendar days of the evaluatee's first work day Year 3, if project is still in progress				
Progress Conference 7	Within 120 calendar days of the evaluatee's first work day of Year 3, if project is still in progress				
Progress Conference 8	At least 105 calendar days before the last day of student attendance of Year 3, if project is still in progress				
Progress Conference 9	Within 45 calendar days of the evaluatee's first work day of Year 4, if project is still in progress				

Progress Conference 10	Within 120 calendar days of the evaluatee's first work day of Year 4, if project is still in progress				
Progress Conference 11	At least 105 calendar days before the last day of student attendance of Year 4, if project is still in progress				
Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Project Completion Date	After 105 calendar days before the last day of student attendance of Year 1, at least 105 calendar days before the last day of student attendance of Year 4				
Project Presentation	After plan completion and at least 105 calendar days before the last day of student attendance of Year 4				
Annual Conference	At least 15 work days prior to the end of the school year in year(s) after plan completion				
Annual Conference	At least 15 work days prior to the end of the school year in year(s) after plan completion				
Annual Conference	At least 15 work days prior to the end of the school year in year(s) after plan completion				
Final Conference	No more than 3 work days prior to the Summary Evaluation Form				
Summary Evaluation Form	At least 30 work days prior to the last day of student attendance in Year 4				

Note that in Year 5, the evaluatee shall be "off cycle," with a new cycle commencing in Year 6

APPENDIX F-1d
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment Timeline – Alternative Cycle – Observations
(20__ - 20__)

Evaluatee:	Evaluator:
Assignment:	

Activity	Timeline	Evaluatee Initials	Primary Evaluator Initials	Secondary Evaluator Initials	Date
Notification of Evaluation Participation	Within 15 calendar days of the evaluatee's first work day of the school year (Year 1)				
Notification of Secondary Evaluator	If applicable				
Agreement to be Placed on Alternative Cycle	Within 30 calendar days of the evaluatee's first work day (Year 1)				
Observation 1 (Year 1)	At least 105 calendar days before the last day of student attendance (Year 1)				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				
Observation 2 (Year 2)	At least 105 calendar days before the last day of student attendance (Year 2)				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				
Observation 3 (Year 3)	At least 105 calendar days before the last day of student attendance (Year 3)				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				
Observation 4 (Year 4)	At least 105 calendar days before the last day of student attendance (Year 4)				
Post Observation Conference	Within 3 work days of observation				
Classroom Observation Form	Within 3 work days of post observ. conf.				
Final Conference	No more than 3 work days prior to the Summary Evaluation Form				
Summary Evaluation Form	At least 30 work days prior to the last day of student attendance in Year 4				

Note that in Year 5, the evaluatee shall be "off cycle," with a new cycle commencing in Year 6

APPENDIX F-2a
Beverly Hills Unified School District Evaluation Form
Professional Assessment Plan – Traditional/Walkthrough Cycle
(20__-20__)

Name:	Class:	Subject:	Grade:
<p>Section 1: Focus for Growth Check one Standard, or fill in a school/district goal on which to focus for your professional growth. This section is to be completed, agreed upon, and signed within 45 calendar days of your first work day.</p>			
CSTP 1: Engaging & Supporting all Students in Learning	CSTP 2: Creating & Maintaining Environments for Student Learning	CSTP 3: Understanding & Organizing Subject Matter for Student Learning	
1.1 Connecting students' prior knowledge, life experience and interests with learning. 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs. 1.3 Facilitating learning experiences that promote autonomy, interaction and choice. 1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. 1.5 Promoting self-directed, reflective learning for all students.	2.1 Creating a physical environment that engages all students. 2.2 Establishing a climate that promotes fairness and respect. 2.3 Promoting social development and group responsibility. 2.4 Establishing and maintaining standards for student behavior 2.5 Planning and implementing classroom procedures and routines that support student learning. 2.6 Using instructional time effectively.	3.1 Demonstrating knowledge of subject matter content and student development. 3.2 Organizing curriculum to support student understanding of subject matter. 3.3 Interrelating ideas and information within and across subject matter 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter 3.5 Using materials, resources and technologies to make subject matter accessible to students.	
CSTP 4: Planning Instruction & Designing Learning Experience for all Students	CSTP 5: Assessing Student Learning	CSTP 6: Developing as a Professional Educator	

<p>4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs</p> <p>4.2 Establishing and articulating goals for student learning.</p> <p>4.3 Developing and sequencing instructional activities and materials for student learning.</p> <p>4.4 Designing short-term and long-term plans to foster student learning.</p> <p>4.5 Modifying instructional plans to adjust for student needs.</p>	<p>5.1 Establishing and communicating learning goals for all students.</p> <p>5.2 Collecting and using multiple sources of information to assess student learning.</p> <p>5.3 Involving and guiding all students in assessing their own learning.</p> <p>5.4 Using the results of assessment to guide instruction.</p> <p>5.5 Communicating with students, families and other audiences about student progress.</p>	<p>6.1 Reflecting on teaching practice and planning professional development.</p> <p>6.2 Establishing professional goals and pursuing opportunities to grow professionally.</p> <p>6.3 Working with communities to improve professional practice.</p> <p>6.4 Working with families to improve professional practice.</p> <p>6.5 Working with colleagues to improve professional practice.</p>
<p>School Goal (Please Insert Text):</p>		

APPENDIX F-2a2

Section 2: Plan for Growth

For your selected standard or goal, describe your plan for professional growth. Your plan should include specific activities, an anticipated timeline, and how you will know whether you have achieved your goal. This section is to be completed, agreed upon, and signed within 45 calendar days of your first work day.

Projected Dates	Planned Activities
<p>Desired Outcome (Means of Measurement)</p>	

Evaluatee: _____ Date: _____ Evaluator: _____ Title: _____ Date: _____

Section 3: Evidence of Growth

The evaluatee and evaluator shall assess the evaluatee's professional growth below. The final conference and evidence of growth must be completed at least 30 days before the end of the school year.

--

Evaluatee: _____ Date: _____ Evaluator: _____ Title: _____ Date: _____

APPENDIX F-2b
Beverly Hills Unified School District Evaluation Form
Professional Assessment Plan – Alternative Cycle
(20__ - 20__)

Name:	Years of Teaching:	Years in District:	Subject:	Grade:
<p>Section 1: Focus for Growth Check one Standard, or fill in a school/district goal on which to focus for your professional growth. This section is to be completed, agreed upon, and signed within 45 calendar days of the evaluatee's first work day.</p>				
<p>CSTP 1: Engaging & Supporting all Students in Learning</p> <p>1.6 Connecting students' prior knowledge, life experience and interests with learning. 1.7 Using a variety of instructional strategies and resources to respond to students' diverse needs. 1.8 Facilitating learning experiences that promote autonomy, interaction and choice. 1.9 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. 1.10 Promoting self-directed, reflective learning for all students.</p>	<p>CSTP 2: Creating & Maintaining Environments for Student Learning</p> <p>2.1 Creating a physical environment that engages all students. 2.2 Establishing a climate that promotes fairness and respect. 2.3 Promoting social development and group responsibility. 2.4 Establishing and maintaining standards for student behavior 2.5 Planning and implementing classroom procedures and routines that support student learning. 2.6 Using instructional time effectively.</p>	<p>CSTP 3: Understanding & Organizing Subject Matter for Student Learning</p> <p>3.1 Demonstrating knowledge of subject matter content and student development. 3.2 Organizing curriculum to support student understanding of subject matter. 3.3 Interrelating ideas and information within and across subject matter 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter 3.5 Using materials, resources and technologies to make subject matter accessible to students.</p>	<p>CSTP 4: Planning Instruction & Designing Learning Experience for all Students</p> <p>4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs 4.2 Establishing and articulating goals for student learning. 4.3 Developing and sequencing instructional activities and materials for student learning. 4.4 Designing short-term and long-term plans to foster student learning. 4.5 Modifying instructional plans to adjust for</p>	
<p>CSTP 6: Developing as a Professional Educator</p> <p>6.1 Reflecting on teaching practice and planning professional development. 6.2 Establishing professional goals and pursuing opportunities to grow professionally. 6.3 Working with communities to improve professional practice. 6.4 Working with families to improve professional practice. 6.5 Working with colleagues to improve professional practice.</p>	<p>CSTP 5: Assessing Student Learning</p> <p>5.1 Establishing and communicating learning goals for all students. 5.2 Collecting and using multiple sources of information to assess student learning. 5.3 Involving and guiding all students in assessing their own learning. 5.4 Using the results of assessment to guide instruction. 5.5 Communicating with students, families and other audiences about student progress.</p>			

	School Goal (Please Insert Text):

APPENDIX F-2b₂

Section 2: Project Description

For your selected standard or goal, describe your proposed project, including your hypothesis/research question/desired outcome, your anticipated timeline and planned activities (research method), and how the results of this project will improve the teaching and learning process for the students in your classroom or at your school. This section is to be completed and discussed within 45 calendar days of your first work day and approved within 90 calendar days of your first work day.

Hypothesis/Research Question/Desired Outcome: _____

Projected Dates	Planned Activities (Research Method)

Impact on Teaching and Learning:

Evaluatee: _____ Date: _____ Evaluator: _____ Title: _____ Date: _____

APPENDIX F-2b₃

Section 3: Progress Conferences

Periodically meet with your evaluator to discuss progress towards completion of the project and to make adjustments and revisions to the plan as needed. Conferences must be held within 45 calendar days of your first work day, within 120 calendar days of your first work day, and within 105 calendar days of the last day of student attendance of each year for the duration of the plan; revised and updated Professional Assessment Plan – Alternative Cycle must be submitted to the evaluator within three (3) days of each conference.

Conference Date	Notes/Updates/Revisions/Personal Reflections	Evaluatee's Initials	Evaluator's Initials	Revision Date

APPENDIX F-2b₄

Section 4: Plan Completion

When the evaluator and evaluatee agree that the plan has been completed, the evaluatee shall submit a written summary of the project and its outcomes and present the project and its outcomes to an appropriate audience.

Project Summary (What was the project? Why was it selected?)

Findings/Conclusions (What was learned about the teaching and learning process?)

Reflection (What personal growth occurred? What did you learn about yourself and your practice?)

Implications for Teaching/Learning (How can the results of this project be used in the future?)

Presentation Plans (What information will be shared with which others and in what setting?)

Evaluatee: _____ Date: _____ Evaluator: _____ Title: _____ Date: _____

APPENDIX F-3
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment
Classroom Observation Form – Traditional Cycle
(20__ – 20__)

Evaluatee:		Evaluator:			
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent					
California Standards for the Teaching Profession		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
Standard 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING					
Standard 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING					
Standard 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING					
Standard 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS					
Standard 5: ASSESSING STUDENT LEARNING					
Standard 6: DEVELOPING AS A PROFESSIONAL EDUCATOR					
School/District Goal:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the classroom observation has been discussed. Signature does not constitute endorsement of the observation.					

APPENDIX F-4
Beverly Hills Unified School District Evaluation Form
Certificated Professional Assessment – Traditional/Walkthrough/Alternative Cycle
SUMMARY PROFESSIONAL ASSESSMENT FORM
(20__ – 20__)

Evaluatee:		Evaluator:			
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent					
California Standards for the Teaching Profession		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
Standard 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING					
Standard 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING					
Standard 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING					
Standard 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS					
Standard 5: ASSESSING STUDENT LEARNING					
Standard 6: DEVELOPING AS A PROFESSIONAL EDUCATOR					
School/District Goal:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the classroom observation has been discussed. Signature does not constitute endorsement of the observation.					

APPENDIX F-5
Beverly Hills Unified School District
Performance Improvement Plan*
(20__ - 20__)

Name: _____	Assignment: _____	Date: _____
Status: <input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2
<input type="checkbox"/> Permanent		
A. 1. CSTP Standard(s)/Elements Addressed by this Performance Improvement Plan: 2. Narrative Description of Specific Improvements Needed:		
B. I. Procedures, Activities, and Support to be Used to Assist the Teacher to Achieve Satisfactory Performance:		
	<u>Completion Date</u>	
<input type="checkbox"/> CTIP Support Provider		_____
<input type="checkbox"/> Release Time for Collegial Observation		_____
<input type="checkbox"/> Staff Development Workshop		_____
<input type="checkbox"/> Voluntary PAR Referral		_____
<input type="checkbox"/> Assistance from: _____		_____
<input type="checkbox"/> Other: _____		_____
2. Detailed Explanation of How Each of the Above Marked Items Will be Utilized and Implemented to Assist the Teacher in Achieving Satisfactory Performance		
C. Timeline for the Implementation of the Improvement Plan: Plan Initiation Date: _____ Anticipated Review Date(s): _____ Anticipated Date of Achievement of Satisfactory Performance: _____		
D. Log of Review Meetings and Summary of Progress Towards Achievement of Satisfactory Performance:		
E. Summary of Overall Progress Towards Achievement of Satisfactory Performance as of Plan Completion Date (either due to Achievement of Satisfactory Performance or to Implementation of Subsequent Plan):		
I acknowledge that this plan has been discussed with me and I acknowledge that this plan has been mutually developed and agreed to.		
_____ Unit Member's Signature	_____ Date	_____ Administrator's Signature
		_____ Date

* to be developed and implemented as part of the evaluation process or by mutual agreement between the unit member and his/her site administrator during an off-cycle year.

APPENDIX F-6
Beverly Hills Unified School District Evaluation Form
Psychologist/Counselor/Nurse Professional Assessment Timeline – Traditional Cycle
 (20__ - 20__)

Evaluatee:	Evaluator:
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	Assignment:

THE FOLLOWING IS TO BE COMPLETED BY ALL PSYCHOLOGISTS/COUNSELORS/NURSES

Activity	Due Date	Evaluatee's Initials	Primary Evaluator's Initials	Secondary Evaluator's Initials	Completion Date
Notification of Evaluation Participation	Within 15 calendar days of the evaluatee's first work day of the school year				
Notification of Secondary Evaluator	If applicable				
Completion of Professional Assessment Plan	Within 45 calendar days of the evaluatee's first work day of the school year				
Formal Conference #1	Within 120 calendar days of the evaluatee's first work day of the school year				

UNIT MEMBERS MEETING STANDARDS

UNIT MEMBERS NOT MEETING STANDARDS

Activity	Due Date	Evaluatee's Initials	Primary Evaluator's Initials	Secondary Evaluator's Initials	Completion Date	Activity	Due Date
Final Conference	No more than 3 work days prior to the Summary Evaluation Form					Conference #2	At least 105 calendar days before the last day of student attendance
Summary Eval. Form	At least 30 work days prior to the last day of student attendance					Conference #3	At least 105 calendar days before the last day of student attendance
						Conference #4	At least 105 calendar days before the last day of student attendance
						Final Conference	No more than 3 work days prior to the Summary Evaluation Form
						Summary Eval. Form	At least 30 work days prior to the last day of student attendance

APPENDIX F-7
Beverly Hills Unified School District Evaluation Form
Psychologist/Counselor/Nurse Professional Assessment Plan
 (20__ - 20__)

Name:	Assignment (check one): Counselor ___ Nurse ___ Psychologist ___		
Section 1: Focus for Growth Identify one (1) objective to focus on for the evaluatee's professional growth. This section is to be completed, agreed upon, and signed within 30 calendar days of the evaluatee's first work day.			
Objective:			
Section 2: Plan for Growth For your selected standard or goal, describe your plan for professional growth. Your plan should include specific activities, a timeline, and how you will know whether you have achieved your goal. This section is to be completed, agreed upon, and signed within 45 calendar days of your first work day.			
Dates	Activities		
Desired Outcome (Means of Measurement)			

Evaluatee: _____ Date: _____ Evaluator: _____ Title: _____ Date: _____

Section 3: Evidence of Growth

The evaluatee and evaluator shall assess the evaluatee's professional growth below. The final conference and evidence of growth must be completed at least 3 work days in advance of 30 work days before the last day of student attendance.

Evaluatee: _____

Date: _____

Evaluator: _____

Title: _____

Date: _____

APPENDIX F-8
Beverly Hills Unified School District Evaluation Form
Psychologist/Counselor Professional Assessment – Traditional Cycle
Formal Conference # _____
(20__ – 20__)

Evaluatee:		Evaluator:			
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent					
Standards of Assessment (Description of Standards on Attachment B-10)		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
I. ASSESSMENT					
II. Consultation					
III. COUNSELING					
IV. PROFESSIONAL GROWTH					
V. PERFORMANCE					
SCHOOL/DISTRICT GOAL:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the conference has occurred. Signature does not constitute endorsement of the assessment.					

APPENDIX F-9
Beverly Hills Unified School District Evaluation Form
Psychologist/Counselor Professional Assessment – Traditional/Alternative Cycle
SUMMARY PROFESSIONAL ASSESSMENT FORM
(20__ – 20__)

Evaluatee:		Evaluator:			
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent					
Standards of Assessment (Description of Standards on Attachment B-10)		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
I. ASSESSMENT					
II. CONSULTATION					
III. COUNSELING					
IV. PROFESSIONAL GROWTH					
V. PERFORMANCE					
SCHOOL/DISTRICT GOAL:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments: (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the Summary Assessment has been discussed. Signature does not constitute endorsement of the Summary Assessment. If there is disagreement, the evaluatee may submit a separate statement within fifteen (15) working days after the signing of the Summary Assessment. This statement shall be made part of the summary evaluation.					

APPENDIX F-10
Beverly Hills Unified School District Evaluation Form
Psychologist/Counselor Professional Assessment
DESCRIPTION OF "STANDARDS OF ASSESSMENT"

I. ASSESSMENT

- A. Gathers necessary data regarding individual student exhibiting learning and/or behavioral issues.
- B. Conducts screenings or assessment of students. Interprets results for parents and staff.

II. CONSULTATION

- A. Participates on Child Study Team and/or IEP.
- B. Consults with staff and parents, including the Child Study Team, for promoting home/school collaboration.
- C. Participates in the student transition and articulation process.
- D. Consults with other agencies and organizations, both public and private, regarding individual cases.

III. COUNSELING

- A. Provides counseling while adhering to confidentiality practices with individuals and groups.
- B. Participates as a team member to provide crisis intervention.

IV. PROFESSIONAL GROWTH

- A. Maintains professional competence through participation in activities such as, selected professional conferences, workshops, university classes, and professional articles and publications.
- B. Attends meetings, workshops, conferences and disseminates information to staff.
- C. Coordinates and/or attends student-related support programs.

V. PERFORMANCE

- A. Punctual in reporting to work, appointments and meetings, and maintains expected work hours.
- B. Maintains professionalism, courtesy, and tact when effectively communicating with others.
- C. Expresses ideas in a clear, concise, and convincing manner in written and verbal communication.
- D. Reacts professionally and adapts quickly to changing situations, tasks, and priorities.
- E. Able to prioritize work and adhere to deadlines with a minimum of supervision.

APPENDIX F-11
Beverly Hills Unified School District Evaluation Form
Nurse Professional Assessment – Traditional Cycle
Formal Conference # _____
(20__ – 20__)

Evaluatee:		Evaluator:			
Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent					
Standards of Assessment (Description of Standards on Attachment B-13)		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
I. QUALITY OF CARE					
II. Performance Appraisal					
III. EDUCATION					
IV. COLLEGIALITY					
V. ETHICS					
VI. COLLABORATION					
VII. RESEARCH					
VIII. RESOURCE UTILIZATION					
IX. COMMUNICATION					
X. PROGRAM MANAGEMENT					
XI. HEALTH EDUCATION					
SCHOOL/DISTRICT GOAL:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the conference has occurred. Signature does not constitute endorsement of the assessment.					

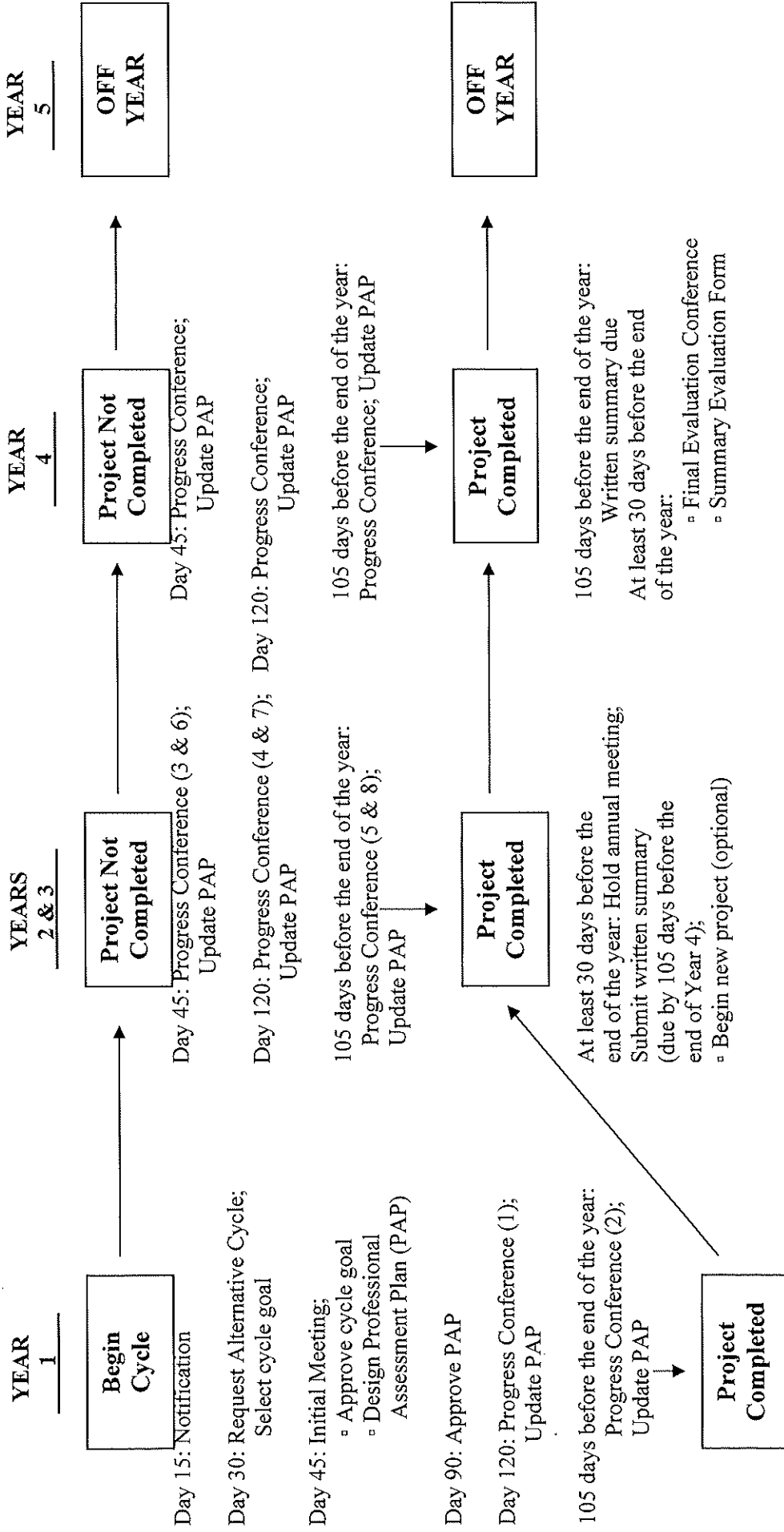
APPENDIX F-12
Beverly Hills Unified School District Evaluation Form
Nurse Professional Assessment – Traditional/Alternative Cycle
SUMMARY PROFESSIONAL ASSESSMENT FORM
(20__ – 20__)

Evaluatee:		Evaluator:			
Status:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2	<input type="checkbox"/> Permanent	
Standards of Assessment (Description of Standards on Attachment B-13)		Above Satisfactory	Satisfactory	Needs to Improve	Unsat.
I. QUALITY OF CARE					
II. Performance Appraisal					
III. EDUCATION					
IV. COLLEGIALITY					
V. ETHICS					
VI. COLLABORATION					
VII. RESEARCH					
VIII. RESOURCE UTILIZATION					
IX. COMMUNICATION					
X. PROGRAM MANAGEMENT					
XI. HEALTH EDUCATION					
SCHOOL/DISTRICT GOAL:					
<input type="checkbox"/> An overall Above Satisfactory evaluation means that a unit member has exceeded the individual evaluation standards and is excelling at meeting the learning needs of students.					
<input type="checkbox"/> An overall Satisfactory evaluation means that a unit member has substantially met the individual evaluation standards and is effectively meeting the learning needs of students.					
<input type="checkbox"/> An overall Needs to Improve means that the unit member has individual performance deficiencies, none of which seriously impeded the learning needs of students.					
<input type="checkbox"/> An overall Unsatisfactory evaluation means that the deficiencies in performance related to standards 1-5 have seriously impacted the ability of a teacher to meet the needs of students. The severity of the areas identified above, supported by the summary narratives and the Performance Improvement Plan require participation in the Peer Assistance and Review Program (PAR).					
Evaluator's Comments (include summary of evaluatee's self reflection and evaluator's recommendations for growth):					
Evaluatee's Signature:				Date:	
Evaluator's Signature:				Date:	
Signature of the evaluatee is required to signify that the Summary Assessment has been discussed. Signature does not constitute endorsement of the Summary Assessment. If there is disagreement, the evaluatee may submit a separate statement within fifteen (15) working days after the signing of the Summary Assessment. This statement shall be made part of the summary evaluation.					

APPENDIX F-13
Beverly Hills Unified School District Evaluation Form
Nurse Professional Assessment
DESCRIPTION OF "STANDARDS OF ASSESSMENT"

- I. QUALITY OF CARE
 - A. The school nurse systematically evaluates the quality and effectiveness of school nursing practice.
- II. PERFORMANCE APPRAISAL
 - A. The school nurse evaluates one's own nursing practice in relation to professional practice standards and relevant statutes, regulations, and policies.
- III. EDUCATION
 - A. The school nurse acquires and maintains current knowledge and competency in nursing practice.
- IV. COLLEGIALITY
 - A. The School nurse interacts with, and contributes to, the professional development of peers and school personnel as colleagues.
- V. ETHICS
 - A. The school nurse's decisions and actions on behalf of patients are determined in an ethical manner.
- VI. COLLABORATION
 - A. The school nurse collaborates with the student, family, school staff, community, and other providers in providing client care.
- VII. RESEARCH
 - A. The school nurse promotes use of research findings in school nursing practice.
- VIII. RESOURCE UTILIZATION
 - A. The school nurse considers factors related to safety, effectiveness, and cost in planning and delivering patient care.
- IX. COMMUNICATION
 - A. The school nurse uses effective written, verbal, and nonverbal communication skills.
- X. PROGRAM MANAGEMENT
 - A. The school nurse manages school health services.
- XI. HEALTH EDUCATION
 - A. The school nurse assists students, families, school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health education.

APPENDIX F-14
Beverly Hills Unified School District Evaluation Form
Professional Assessment Alternative Cycle Flowchart



OPTION TO TRANSFER TO TRADITIONAL (2-YEAR) CYCLE

- Candidates with evaluations of less than "Satisfactory" will be immediately transferred to the Traditional Cycle with its related timelines.
- Candidates with evaluations of "Satisfactory" may elect to transfer to the traditional cycle immediately or at the start of the subsequent school year. Such transfers will be made through mutual consent.

Note: All dates listed above reflect "due by" deadlines.

APPENDIX F-15₁
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
 Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.		STANDARD 1 Engaging and supporting all students in learning		Evaluation Date: 1st (Red) _____ 2nd (Blue) _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 1: Connecting students' prior knowledge, life experiences and interests with learning goals.	Does not connect what students know with new materials. Does not connect classroom learning to life experiences, linguistic skills and cultural understandings.	Makes limited connections between what students already know and the new material. Makes some attempt to connect classroom learning to life experiences, linguistic skills and cultural understandings.	Helps students to see the connections between what they already know and the new material. Helps students to connect classroom learning to their life experiences, linguistic skills and cultural understandings.	Designs lessons to help students to see the connection between what they already know & the new material. Helps all students to connect classroom learning to their life experiences, linguistic skills and cultural understandings.
	Does not modify or adjust teaching based on students' interests and questions.	Makes limited modifications and adjustments to teaching based on students' interest and questions.	Modifies and adjusts teaching based on students' interests and questions.	Modifies and adjusts teaching based on all students' interests and questions.
Element 2: Using a variety of instructional strategies and resources to respond to students' diverse needs.	Does not engage students in a variety of learning experiences that accommodate the different ways they learn. Does not use a variety of strategies to introduce, explain and restate subject matter concepts & process so that students under-stand & are actively engaged. Does not choose strategies that make the complexity & depth of subject matter understandable to most students.	Engages some students in a variety of learning experiences that accommodate the different ways they learn. Uses few strategies to introduce, explain & restate subject matter concepts and process so that students under-stand & are actively engaged. Occasionally chooses strategies that make the complexity & depth of subject matter understandable to most students.	Engages students in a variety of learning experiences that accommodate the different ways they learn. Uses a variety of strategies to introduce, explain and restate subject matter concepts & process so that students under-stand & are actively engaged. Chooses strategies that make the complexity and depth of subject matter understandable to most students.	Consistently draws upon a variety of learning experiences that accommodate the different ways they learn. Uses and revises a variety of strategies to introduce, explain & restate subject matter concepts & process so that students under-stand and are actively engaged. Chooses and refines strategies that make the complexity & depth of subject matter understandable to most students.

APPENDIX F-15₂ for the Teaching Profession

STANDARD 1 Engaging and supporting all students in learning		Evaluation Date: 1st (Red) _____ 2nd (Blue) _____		
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
<p>Circle the appropriate evidence of the classroom practices observed.</p> <p>Element 3: Facilitating learning experiences that promote autonomy, interaction and choice.</p>	<p>Classroom environment is not used to provide opportunities for independent and collaborative learning.</p> <p>Participation in & promotion of positive interactions between all students is limited</p> <p>Student decisions about managing learning, time and materials are not supported or monitored.</p>	<p>Some use of classroom environment to provide opportunities for independent and collaborative learning.</p> <p>Some participation in & promotion of positive interactions between all students is limited.</p> <p>Inconsistent support in monitoring of student decisions about managing learning, time & materials.</p>	<p>Uses the classroom environment to provide opportunities for independent & collaborative learning.</p> <p>Participates in & promotes positive interactions between all students.</p> <p>Supports and monitors student decisions about managing learning, time & materials.</p>	<p>Extends opportunities for the classroom environment to provide independent and collaborative learning.</p> <p>Participates in and promotes positive interactions between all students on a regular basis.</p> <p>Supports, monitors and provides feedback about student decisions about managing learning, time and materials.</p>
<p>Element 4: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.</p>	<p>Does not engage students in problem solving activities or encourage them to use multiple approaches and solutions.</p> <p>Encourages few students to ask critical questions nor to consider diverse perspectives about subject matter.</p>	<p>Minimally engages students in problem solving activities and encourages some approaches and solutions.</p> <p>Encourages some students to ask critical questions nor to occasionally consider diverse perspectives about subject matter.</p>	<p>Engages students in problem solving activities & encourages multiple approaches and solutions.</p> <p>Encourages students to ask critical questions & consider diverse perspectives about subject matter.</p>	<p>Facilitates opportunities for problem solving activities & encourages multiple approaches & solutions.</p> <p>Provides chances for all students to ask critical questions & consider diverse perspectives about subject matter.</p>
<p>Element 5: Promoting self-directed, reflective learning for all students.</p>	<p>Does not motivate students to initiate their own learning or to strive for challenging learning goals.</p> <p>Does not engage students in opportunities to examine, reflect on & evaluate their own work & to learn from the work of their peers.</p>	<p>Inconsistently motivates students to initiate their own learning nor to strive for challenging learning goals.</p> <p>Minimally engages students in opportunities to examine, reflect on & evaluate their own work & to learn from the work of their peers.</p>	<p>Motivates students to initiate their own learning and strive for challenging learning goals.</p> <p>Engages students in opportunities to examine, reflect on & evaluate their own work & to learn from the work of their peers.</p>	<p>Consistently motivates all students to initiate their own learning and strive for challenging learning goals.</p> <p>Provides multiple opportunities for all students to examine, reflect on & evaluate their own work & to learn from the work of their peers.</p>

APPENDIX F-16¹
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 2 CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 1: Creating a physical environment that engages all students.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility and it facilitates individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement of students in learning activities.
Element 2: Establishing a climate that promotes fairness and respect.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and the students or among students. Students are unwilling to take risks.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teachers does little to encourage them.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative.	Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative.
Element 3: Promoting social development and group responsibility.	Teacher response to inappropriate behavior is unfair or inequitable. Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.	For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable. Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	The pattern of teacher response to inappropriate behavior is fair and equitable. Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	The pattern of teacher response to inappropriate behavior is fair and equitable. Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.
Element 4: Establishing and maintaining standards for student behavior.	No standards for behavior appear to have been established, or students are confused about what the standards are.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain the standards.

APPENDIX F-162
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
 Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.		STANDARD 2 CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY	
Element 5: Planning and implementing classroom procedures and routines that support student learning.	Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines ensure that classroom procedures and routines operate seamlessly and efficiently.	
Element 6: Using instructional time effectively.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that most students complete learning activities.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	
		Transitions used to move students into new activities are generally effective.	Transitions are smooth.		

APPENDIX F-17₁
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.		STANDARD 3 UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			Evaluation Date: 1st (Red) _____ 2nd (Blue) _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY	
Element 1: Demonstrating knowledge of subject matter content and student development.	<p>Makes no attempt to keep subject matter knowledge current and sufficient to support student learning.</p> <p>Lacks understanding of students' social, emotional and physical development as it relates to subject matter.</p>	<p>Some effort to keep subject matter knowledge current and sufficient to support student learning.</p> <p>Has limited understanding of students' social, emotional and physical development as it relates to subject matter.</p>	<p>Continues to keep subject matter knowledge current and sufficient to support student learning.</p> <p>Understands students' social, emotional and physical development as it relates to subject matter.</p>	<p>Consistently uses resources to keep subject matter knowledge current and sufficient to support student learning.</p> <p>Use an understanding of students' social, emotional and physical development as it relates to subject matter.</p>	
Element 2: Organizing curriculum to support student understanding of subject matter.	<p>Does not demonstrate knowledge of student development and subject matter to organize and sequence the curriculum.</p> <p>Rarely incorporates subject or grade level expectations, curriculum frameworks and content standards in organizing subject matter.</p>	<p>Demonstrates some knowledge of student development and subject matter to organize and sequence the curriculum.</p> <p>Incorporates some subject or grade level expectations, curriculum frameworks and content standards in organizing subject matter.</p>	<p>Uses knowledge of student development and subject matter to organize and sequence the curriculum.</p> <p>Incorporates subject or grade level expectations, curriculum frameworks and content standards in organizing subject matter.</p>	<p>Consistently incorporates knowledge of student development and subject matter to organize and sequence the curriculum.</p> <p>Incorporates and integrates subject or grade level expectations, curriculum frameworks and content standards in organizing subject matter.</p>	
Element 3: Interrelating ideas and information within and across subject matter areas.	<p>Helps few students to see the relationships and connections across subject matter areas and to solve problems.</p> <p>Rarely implements units and lessons that highlight themes, concepts and skills within and across subject matter areas.</p>	<p>Helps some students to see the relationships and connections across subject matter areas and to solve problems.</p> <p>Inconsistently implements units and lessons that highlight themes, concepts and skills within and across subject matter areas.</p>	<p>Helps students to see the relationships and connections across subject matter areas and to solve problems.</p> <p>Implements units and lessons that highlight themes, concepts and skills within and across subject matter areas.</p>	<p>Provides the framework for all students to see the relationships and connections across subject matter areas and to solve problems.</p> <p>Implements and regularly modifies units and lessons that highlight themes, concepts and skills within and across subject matter areas.</p>	

APPENDIX F-17₂
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
 Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 3 UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			Evaluation Date: 1st (Red) _____ 2nd (Blue) _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 4: Developing student understanding through instructional strategies that are appropriate to the subject matter.	Does not support students to think critically in each subject area. Does not build on student life experience, prior knowledge and interests for content relevance and meaning.	Encourages some students to think critically in each subject area. Inconsistently builds on student life experience, prior knowledge and interests for content relevance and meaning.	Challenges students to think critically in each subject area. Builds on student life experience, prior knowledge and interests for content relevance and meaning.	Regularly includes activities which challenge students to think critically in each subject area. Continuously builds on student life experience, prior knowledge and interests for content relevance and meaning.
Element 5: Using materials, resources and technologies to make subject matter accessible to students.	Does not use instructional materials and resources that include technologies that promote students' understanding of subject matter.	Infrequently selects and uses instructional materials and resources including technologies that promote students' understanding of subject matter.	Selects and uses instructional materials and resources including technologies that promote students' understanding of subject matter.	Seeks out, selects and uses instructional materials and resources including technologies that promote students' understanding of subject matter.

APPENDIX F-181
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
 Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 4 PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCE FOR ALL STUDENTS			Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 1: Drawing on and valuing students' backgrounds, interests and developmental needs, and do not support students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests and developmental needs, and do not support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.
Element 2: Establishing and articulating goals for student learning.	Instructional goals are not established or do not address students' language, experience, or home and school expectations.	Some instructional goals address students' language, experience, and/or home and school expectations.	Short-term and long-term instructional goals are based on students' language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning.	Short-term and long-term instructional goals set by the teacher students' language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning.
Element 3: Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and materials are partially appropriate to the students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are appropriate to the students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are differentiated to reflect individual students interests and developmental needs and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.

APPENDIX F-182
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
 Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 4 PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCE FOR ALL STUDENTS			Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 4: Designing short-term and long-term plans to foster student learning.	Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.	Long-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long-term plans have a coherent structure, learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long-term plans are highly coherent structure. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.
Element 5: Modifying instructional plans to adjust for student needs.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.

APPENDIX F-19₁
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

<p>Circle the appropriate evidence of the classroom practices observed.</p>	<p align="center">STANDARD 5 ASSESSING STUDENT LEARNING</p>			<p>Evaluation Date: 1st (Red) _____ 2nd (Blue) _____</p>
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
<p>Element 1: Establishing and communicating learning goals for all students.</p>	<p>Few or no learning goals are clearly established.</p>	<p>Learning goals are established to meet school and district expectations.</p>	<p>Learning goals are established in relation to student's needs and the curriculum, and meet district and state expectations.</p>	<p>Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum; and meet school and district expectations.</p> <p>Goals are communicated to all students and families, and are revised as needed.</p>
<p>Element 2: Collecting and using multiple sources of information to assess student learning.</p>	<p>The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to student's learning.</p>	<p>The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.</p>	<p>The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.</p>	<p>The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.</p>
<p>Element 3: Involving and guiding all students in assessing their own learning.</p>	<p>The teacher does not encourage students to reflect on or assess their own work.</p>	<p>Student reflection is encouraged and guided by the teacher during some activities.</p> <p>Opportunities are provided for students to discuss work with peers.</p>	<p>Student reflection and self-assessment are included in most learning activities. The teacher models assessment skills and strategies to help students understand their own work and discuss it with peers.</p>	<p>Ongoing student reflection and self-assessment are integrated into the learning process.</p> <p>Students demonstrate assessment skills and strategies and discuss work with peers.</p>

APPENDIX F-19₂
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 5 ASSESSING STUDENT LEARNING			Evaluation Date: 1st (Red) _____ 2nd (Blue) _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 4: Using the results of assessment to guide instruction.	Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.
Element 5: Communicating with students, families and other audiences about student progress.	The teacher provides some information about student learning to students, families, and support personnel, but the information is incomplete or unclear.	The teacher provides information about student learning to students, families, and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.

APPENDIX F-20₁
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.		STANDARD 6 DEVELOPING AS A PROFESSIONAL EDUCATOR		Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 1: Reflecting on teaching practice and planning professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.
Element 2: Establishing professional goals and pursuing opportunities to grow professionally.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
Element 3: Working with communities to improve professional practice.	The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.	The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experience to support student learning, and support collaboration between school and community.	The teacher values student's communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning and promote collaboration between school and community.
Element 4: Working with families to improve professional practice.	The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.	The teacher respects some students' families, initiates communication and develops and understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.

APPENDIX F-20₂
BEVERLY HILLS UNIFIED SCHOOL DISTRICT PROFESSIONAL ASSESSMENT RUBRIC
Based on the California Standards for the Teaching Profession

Circle the appropriate evidence of the classroom practices observed.	STANDARD 6 DEVELOPING AS A PROFESSIONAL EDUCATOR			Evaluation Date: 1st _____ 2nd _____
ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	ABOVE SATISFACTORY
Element 5: Working with colleagues to improve professional practice.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet student's needs, and participates in some school-wide events.	The teacher engages in dialogue with colleagues, collaborates with staff to meet student's needs, and participates in school-wide events.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making, events, and professional development.

APPENDIX G
Beverly Hills Unified School District
GRIEVANCE FORM

This form is for informational purposes only. Please refer to Article X – Grievance Procedures for controlling language.

Grievant: _____ Site: _____

Article(s)/Section(s) Grievied: _____ Date of Occurrence: _____

STEP ONE – Informal Conference

(Within fifteen working days after occurrence or act of omission giving rise to the alleged grievance, or when the grievant could reasonably be expected to know of the event which gives rise to the grievance.)

Date of Conference: _____ Persons in Attendance: _____

Description of grievance attached to form. (Attached at Step Two)

STEP TWO – Conference with Immediate Supervisor

(If grievance is not settled by a decision at Step One, the grievant may submit the grievance in writing to his/her immediate supervisor within five working days of the informal conference at Step One. A meeting shall be scheduled within five working days. Supervisor shall issue a written decision on the grievance within five working days.)

Date Grievance Received: _____ Date of Conference: _____

Date of Written Decision: _____ Persons in Attendance: _____

Step Two written decision attached to form.

STEP THREE – Conference with Human Resources Administrator

(If grievance is not settled by a decision at Step Two, the grievant may submit the grievance in writing to the Human Resources Administrator within five working days of the decision at Step Two. A meeting shall be scheduled within five working days. The Human Resources Administrator shall issue a written decision on the grievance within five working days.)

Date Grievance Received: _____ Date of Conference: _____

Date of Written Decision: _____ Persons in Attendance: _____

Step Three written decision attached to form.

STEP FOUR – Conference with Superintendent

(If grievance is not settled by a decision at Step Three, the grievant may submit the grievance in writing to the Superintendent within five working days of the decision at Step Three. A meeting shall be scheduled within five working days. The Superintendent shall issue a written decision on the grievance within five working days.)

Date Grievance Received: _____ Date of Conference: _____

Date of Written Decision: _____ Persons in Attendance: _____

Step Three written decision attached to form.

Distribution:

Original – Human Resources

Copy – Grievant

Copy – Supervisor

APPENDIX H
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PERSONAL PROPERTY FORM

Employee Name _____ Date of Request _____

Serial Number/ Identifying Marks	Description of Item	Date Acquired (if known)	Value of Item	Dates Needed (include from and to)	Location(s) Where Item Will be Used and Stored	Instructional or District- Related Purposes/Uses of Item

(Attach Additional Pages if Necessary)

I certify that the information above is accurate. I understand that if my listed property is lost or damaged, I am responsible for the first one hundred dollars (\$100) of repair or replacement costs. The District will pay up to an additional aggregate five hundred dollars (\$500) of the cost after the one hundred dollar (\$100) deductible is paid by me and after any insurance coverage is applied. I have attached a copy of my insurance policy providing coverage for each item listed on this page. I understand that any loss or damage must be reported to my supervisor within 3 working days of my knowledge of the loss or damage and that a claim for reimbursement must be accompanied by a police report, a copy of my insurance claim if applicable, any other relevant documentation, and a copy of this form. I understand that this approval is granted for the current school year only and that continued use of this/these item(s) in subsequent years will require the submission of a subsequent form.

Employee Signature _____ Date _____

I have reviewed the proposed usage of personal property described above, as well as the plans for the storage and protection of the item, and I concur that the use of this property is appropriate and in the best interests of students. I approve this request for use on dates listed above and after the date of my approval and for no longer than the remainder of the current school year.

Principal/Supervisor Signature _____ Date _____

**APPENDIX I
PEER ASSISTANCE AND REVIEW FORMS**

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**APPENDIX I-1
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR WRITTEN PERFORMANCE PLAN**

Teacher: _____

Date: _____

School: _____

Implementation Year: _____

Teaching Assignment: _____

Evaluator: _____

The evaluator and the teacher being evaluated will conduct the Written Performance Plan before the end of the current school year. The plan will specify what the teacher must do in order to demonstrate satisfactory performance in the identified area(s) below:

THE STANDARDS

STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

Key Elements:

- 1. Connecting student's prior knowledge, life experience, and interests with learning goals.
- 2. Using a variety of instructional strategies and resources to respond to students' diverse needs.
- 3. Facilitating learning experiences that promote autonomy, interaction, and choice.
- 4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- 5. Promoting self-directed, reflective learning for all students.

STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENTS

Key Elements:

- 1. Creating a physical environment that engages all students.
- 2. Establishing a climate that promotes fairness and respect.
- 3. Promoting social development and group responsibility.
- 4. Establishing and maintaining standards for student behavior.
- 5. Planning and implementing classroom procedures and routines that support student learning.
- 6. Using instructional time effectively.

STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Key Elements:

- 1. Demonstrating knowledge of subject matter content and student development.
- 2. Organizing curriculum to support student understanding of subject matter.
- 3. Interrelating ideas and information within and across subject matter areas.
- 4. Developing student understanding through instructional strategies that are appropriate to subject matter.
- 5. Using materials, resources, and technologies to make subject matter accessible to students.

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR WRITTEN PERFORMANCE PLAN**

STANDARD 4: PLANNING INSTRUCTIONS AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Key Elements:

- 1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
- 2. Establishing and articulating goals for student learning.
- 3. Developing and sequencing instructional activities and materials for student learning.
- 4. Designing short-term and long-term plans to foster student learning.
- 5. Modifying instructional plans to adjust for student needs.

STANDARD 5: ASSESSING STUDENT LEARNING

Key Elements:

- 1. Establishing and communicating learning goals for all students.
- 2. Collecting and using multiple source of information to assess student learning.
- 3. Involving and guiding all students in assessing their own learning.
- 4. Using the results of assessments to guide instruction.
- 5. Communicating with students, families, and other audiences about student progress.

STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

Key Elements:

- 1. Reflecting on teaching practice and planning professional development.
- 2. Establishing professional goals and pursuing opportunities to grow professionally.
- 3. Working with communities to improve professional practice.
- 4. Working with families to improve professional practice.
- 5. Working with colleagues to improve professional practice.
- 6. Balancing professional responsibilities and maintaining motivation.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR PEER ASSISTANCE PLAN**

Participating Teacher: _____

School: _____ Date: _____

Teaching Assignment: _____

Implementation Year: _____

Consulting Teacher: _____

Evaluator: _____

The Participating Teacher, the Consulting Teacher, and the Evaluator shall meet within thirty days of Staff Opening Day of the following school year to develop the Peer Assistance Plan. It will include the remediation model to be used and will become a component of the Written Performance Plan.

MUTUALLY AGREED UPON PERFORMANCE GOALS:

**COMPLETION DATES OF ACTIVITIES:
CONSULTING TEACHER MONTHLY ACTIVITY LOGS: (To PAR Joint Committee)**

Month	Date	Month	Date	Month	Date	Month	Date	Month	Date
August		September		October		November		December	
January		February		March		April		May	

CONSULTING TEACHER MONTHLY PROGRESS REPORTS: (To Participating Teacher)

The Consulting Teacher shall monitor the growth of the Referred Participating Teacher and shall provide monthly written reports to the teacher for discussion and review.

Month	Date	Month	Date	Month	Date	Month	Date	Month	Date
August		September		October		November		December	
January		February		March		April		May	

FINAL REPORT:

The Consulting Teacher shall submit a final report regarding the Referred Participating Teacher to the Joint Committee

The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to

ACTIVITY	DATE
CT Final Report	

the final report.

ACTIVITY	DATE
RPT Final Report Response	

APPENDIX I-3
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR CONSULTING TEACHER PROGRESS REPORT FOR THE MONTH OF _____

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.

- STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
- STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENTS
- STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
- STANDARD 4: PLANNING INSTRUCTIONS AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
- STANDARD 5: ASSESSING STUDENT LEARNING
- STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

Achievement of Performance Goals based on the above standards:

Observational evidence:

Completed Activities:

Plans for improvement:

Consulting Teacher's Signature: _____ Date: _____

Referred Participating Teacher's Signature: _____ Date: _____

APPENDIX I-4
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR CONSULTING TEACHER'S FINAL REPORT FOR REFERRED PARTICIPATING TEACHER

Referred Participating Teacher: _____ School: _____ Date: _____

Teaching Assignment: _____ Implementation Year: _____

Consulting Teacher: _____ Evaluator: _____

CHECK IDENTIFIED AREA(S) OF UNSATISFACTORY PERFORMANCE / UNCHECKED AREA(S) ARE NOT APPLICABLE:

- ___ STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
- ___ STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENTS
- ___ STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
- ___ STANDARD 4: PLANNING INSTRUCTIONS AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
- ___ STANDARD 5: ASSESSING STUDENT LEARNING
- ___ STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

MUTUALLY AGREED UPON PERFORMANCE GOALS:

The Referred Participating Teacher and the Consulting Teacher have engaged in the following multiple activities viewed by them to foster improvement and produce a satisfactory re-evaluation.

GOAL:

GOAL:

GOAL:

GOAL:

GOAL:

Consulting Teacher's Signature: _____ Date: _____

Referred Participating Teacher's Signature: _____ Date: _____

APPENDIX I-5
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PAR CONSULTING TEACHER'S FINAL REPORT FOR VOLUNTEER PARTICIPATING TEACHER

Participating Teacher: _____

School: _____ Date: _____

Teaching Assignment: _____

Implementation Year: _____

Consulting Teacher: _____

Evaluator: _____

The Volunteer Participating Teacher, the Consulting Teacher, and the Evaluator shall meet within two weeks of approval of PAR Program participation to agree upon goals and desired outcomes.

MUTUALLY AGREED UPON GOALS AND DESIRED OUTCOMES:

Volunteer Participating Teacher's Signature: _____

Date: _____

Consulting Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Achievement of Performance Goals and Desired Outcomes:

Observation Dates and Data:

Completed Activities:

Outcomes and Next Steps:

Consulting Teacher's Signature: _____

Date: _____

Volunteer Participating Teacher's Signature: _____

Date: _____

APPENDIX J

APPENDIX I
BHEA Cert. Agreement

CTIP PROGRAM GUIDELINES

PURPOSES OF THE CTIP PROGRAM

Purposes and Objectives

The laws that govern local CTIP programs (Education Code Section 44279.2) require that the purposes of the program shall be all of the following:

- To provide an effective transition into the teaching career for first-year and second-year teachers in California.
- To improve the educational performance of students through improved training, information and assistance for new teachers.
- To enable beginning teachers to be effective in teaching students who are culturally, linguistically, and academically diverse.
- To ensure the professional success and retention of new teachers.
- To ensure that a support provider provides intensive individualized support and assistance to each beginning teacher.
- To improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision makers.
- To establish an effective, coherent system of performance assessments that are based on the *California Standards for the Teaching Profession*.
- To examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.
- To ensure that an Individual Induction Plan for each beginning teacher is based on an on-going assessment of the beginning teacher's development.
- To ensure continuous program improvement through ongoing research, development and evaluation.

--Adapted from California Commission on Teacher Credentialing and the California Department of Education *Recommended Standards of Quality and Effectiveness for Beginning Teacher Support and Assessment Programs*, April 1997, pp. 12-13

APPENDIX K

BHUSD/BHEA RELATIONS

Amendment to Article I

The parties agree to amend Article 1, Recognition, of the Collective Bargaining Agreement, at the end of Section 1, by adding the following: "When any new certificated position not listed above is created, the parties will negotiate regarding proper unit replacement, upon request."

The parties agree to bargain, upon request, prior to transferring work performed by a member of the bargaining unit out of the bargaining unit.

New Programs

When the District is considering the adoption or implementation of a new K-12 instructional program, the District shall:

- a) Inform BHEA in writing of its intent, including timelines; and
- b) Provide relevant and necessary information requested by the BHEA President or designee in a time and manner reasonably calculated to allow BHEA to provide input into the development of the program; and
- c) Provide a reasonable opportunity to request bargaining regarding the program, and reasonably foreseeable impact and effect on matters within the scope of bargaining, and/or to consult regarding matters within BHEA's right to consult under EERA.

Educational Employment Relations Act (EERA) Training

As a method of better educating its administrators, as well as making sure that BHEA and the District are consistent with one another on various labor relations issues, every other year commencing in or about October 2009, the District will train all administrators, managers, and supervisors of certificated employees on EERA and contract rights. This training will be jointly conducted by a District representative chosen by the District, along with a CTA lawyer/representative selected by the BHEA President, at a mutually acceptable time and location. Each party shall be responsible for its own costs. This training shall cover the issues of: Interference; Retaliation; Association vs. District Rights, among other topics jointly agreed to by the presenters.

Requests for Information

The parties recognize that BHEA has a right under EERA to receive in a timely fashion all information that is necessary and relevant to the performance of its duties as the exclusive representative. In order to facilitate this process, the parties agree to the following protocol for handling EERA requests for information:

- a) BHEA will formally notify the District, through its Human Resources Administrator that BHEA has a formal request for information under the EERA. This request shall be in writing, come from the BHEA President or designee only, state the reason(s) for the need for information under the EERA and include a requested date of delivery of the information.

- b) Upon receipt of a request, the District will provide BHEA within 5 working days, through its President or designee, an initial written acknowledgement of receipt and a delivery date for the requested information unless such information cannot be provided at that time. If clarification is needed as to the request, the District shall so state in this initial correspondence;
- c) A request for a statutory or procedural basis for taking an action against an employee is a valid EERA information request (for example, provision of the contract, Education Code, Board of Education policy, or other statute).
- d) The District shall then provide the documents/information requested unless the District cannot provide the information at that time. In those circumstances, the District shall provide BHEA a written explanation.

BHEA Representation

The parties agree that a unit member required to meet with the District is entitled to BHEA representation in either an investigatory meeting that the unit member reasonably believes could result in discipline or in other special, "highly unusual circumstances." BHEA has the right to fully participate in such meetings. However, BHEA acknowledges that such rights are not unfettered. For example, BHEA representatives are not entitled to represent members in "ordinary shopfloor" conversations. In addition, BHEA representatives will not disrupt meetings in which they have a right to participate.

Interference

The District will not implicitly or explicitly make any threats of reprisal to BHEA unit members for communicating with BHEA or participating in BHEA activities.

Communication

It is understood by the parties that communication on matters of interest and concern is a valuable and integral part of positive employer-employee relations. Accordingly, the District acknowledges and agrees to continue to observe its "open door" practice in meeting with the BHEA President and/or designees at all levels (from Superintendent to Site/Department Supervisors) as relevant under the circumstances.