

LETTER OF AGREEMENT

Beaumont Unified School District and Beaumont Teachers' Association

President's Release Time

August 12, 2011

Whereas the Beaumont Teachers Association (BTA) desires to arrange for the Association President, Jody Behrens, to be released from her duties for forty-nine percent (49%) of the 2011-12 school year, the Beaumont Unified School District (District) and the BTA agree to the following:

As currently planned, the 2011-12 work year for the Association President will be 184 days, making 91 the total planned release days.

The BTA President and the District will establish a work and release time schedule to provide services to her classroom students (See Attached 2011-12 calendar). In the event of unforeseen calendar changes, the Association President shall contact the Assistant Superintendent of Personnel Services for approval and shall submit a revised calendar within (20) days. Such changes will be reflected on the timesheet. If a revised and approved calendar with reflected changes on the timesheet is not submitted to the District, the District shall submit an invoice assuming that all days reflected on the most current approved calendar is accurate.

The District shall arrange for a substitute and/or temporary employee to provide instructional, classroom services for the remainder of the one-FTE case load per California Education Code 44917 and 44920.

The following will constitute the terms, conditions, and related costs for leave:

1. In accordance with Section 2.1.7 of the 2007-2010 Agreement, the District will grant the BTA President fifteen (15) days of leave without loss of compensation during the 2011-12 school year. The first fifteen (15) days of release time in the school year will be charged as District-paid days. The total related costs incurred by the District are \$4167.85.
2. An additional fifteen (15) days of leave will be granted provided that the BTA bears the cost for the substitute/temporary teacher, to perform the classroom instructional duties and responsibilities in the absence of the President. The cost shall be \$2250.00. The substitute/temporary teacher shall mutually consent to share the assignment with the BTA President.

During the 2011-12, it is mutually agreed that with the additional 61 days that comprise approximately one-half of the President's contract work year, the need for a temporary teacher is required to ensure the stability, effectiveness, and consistency in the classroom to better meet student educational needs. As such, it is agreed that the District and BTA will equally split the remaining cost of the temporary teacher, separate from the substitute cost paid by BTA. The remaining balance shall be \$1917.75, with the District and BTA equally paying \$958.88 each.

Unplanned leaves of absence such as sick leave, and any related type of unforeseeable leave taken during either of the fifteen (15) day leaves as specified in part one (1) and two (2) will not be counted as BTA time.

Related Cost:

The District will invoice the BTA for the substitute and additional, described temporary teacher costs when the individual has provided classroom instructional services for the BTA President on these fifteen (15) days, as specified under the provisions indicated in part two (2) under terms and conditions. The costs shall not exceed the amount of \$3208.88.

3. It is mutually agreed by both parties that the additional 61 days of release time, as noted above, will be granted pursuant to California Education Code section 44987. The basis for this time shall serve as a benefit to unit members within BTA wherein the President has opportunity to address and meet the various needs of the unit members throughout the course of the 2011-12 year.

Related Cost:

The District will invoice the BTA for the reimbursement cost following the President's leave of absence. The total costs for the remaining 61 days of reimbursement shall not exceed \$16,948.85, as based on estimated costs for the temporary teaching assignment.

Given that the President will establish a calendar with scheduled days for work and leave pursuant to this agreement, invoices will be issued following the regular monthly payrolls. The BTA will have thirty (30) days from receipt of the invoice to submit payment to the district.

If there are changes to the work year or other reasons that the 91 days or amount invoiced need to be adjusted, the parties will meet and negotiate the matter. BTA will have thirty (30) calendar days from receipt of invoice to the District to address any

discrepancies. After such time, all payments will be considered final payment and may not be disputed or reopened by either party.

This non-precedential Agreement will terminate on June 30, 2012. A successor Agreement may be negotiated by mutual agreement of the parties.

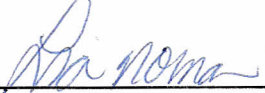
For the Beaumont Teachers Association:



Jody Behrens, BTA President

8/12/2011
Date

For the District:



Lisa Norman, Assistant
Superintendent of Personnel
Services

Aug 12, 2011
Date