

Tentative Agreement

MEMORANDUM OF UNDERSTANDING

by and between

Beaumont Teachers Association

and the

Beaumont Unified School District

This Memorandum of Understanding is made and entered into this 10th Day of January, 2012, between the Beaumont Teachers Association (hereinafter referred to as "Association") and the Beaumont Unified School District (hereinafter referred to as the "District")

WHEREAS, the District and Association have agreed to negotiate the working hours and compensation and fringe benefits defined under articles three (3) and seven (7), respectively;

WHEREAS, both Parties understand and recognize the importance of instructional preparation and collaboration to increase student achievement and the provision of time related to accomplish this goal;

WHEREAS, both Parties understand and recognize the importance of addressing procedures as related to the BTA general health benefits pool to extend the scope of coverage for BTA unit members;

THEREFORE, Effective July 1, 2012, it is agreed as follows:

Article 3: WORKING HOURS

3.5.3.1 Collaboration (Early Release Day) time shall be provided one time per week, not to exceed seventy (70) minutes for elementary schools and one (1) period for both middle school(s) and high school. This time shall be designed and used for the purpose of increasing student achievement, which may include but is not limited to data analysis, differentiated instructional strategies and research-based practices. District Management, in collaboration with grade level and department teams, shall be responsible for establishing goals, objectives, and agendas. When new teams are forming, this may necessitate District Management and school site leaders to initiate the process by providing additional training and assist in forming the agenda during the initial sessions. All data and documentation derived from each collaboration meeting shall be shared with the District

Management to identify the action plans and/or instructional strategies generated from the collaboration session that meet student needs.

Article 7: COMPENSATION AND FRINGE BENEFITS

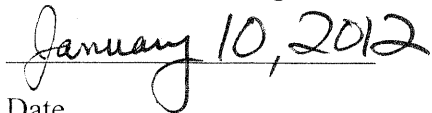
7.2.2 The District agrees to create a general health benefits pool for BTA unit members for any unspent dollars within its maximum annual health benefits contributions stated in Section 7.2.1, times the number of unit members eligible for health benefits. The pool shall be based on the number of Full-Time Equivalents (FTEs) employed on ~~November 1~~ **the first day of business after January 1** of each year. The amount the District will contribute to the pool will be determined by multiplying the number of months used by each bargaining unit member by the monthly allowance for health benefits ($\$9,606 \div 12 \text{ months} = 758$ per month). These funds shall be used to defray unit member health benefit contributions. Unspent money remaining in the pool at the end of the year shall be rolled over into the next year. When health benefit premium costs exceed the pool funds and/or the District maximum health benefit contribution, any excess costs shall be paid by all participating unit members.

The provisions of this MOU will be in effect for the 2012-2013 school year, notwithstanding future negotiated agreements. It is understood and recognized that ~~both~~ this agreement is subject to ratification by both parties.

FOR BTA:



Tim Chou, Chief Negotiator

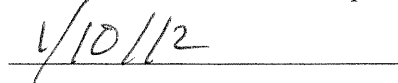


Date

FOR THE DISTRICT:



Lisa Norman, Assistant Superintendent Personnel



Date