

Proposed Tentative Agreement Between
Beaumont Unified School District and
Beaumont Teachers Association/CTA/NEA
2010-2011

ARTICLE 2: ASSOCIATION RIGHTS

2.1 DISTRICT COMMUNICATIONS

2.1.2 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members in accordance with Board Policy and Administrative Regulations and provided, further, such use does not interfere with the duties and responsibilities of unit members. **Association e-mail access shall only be permitted for messages regarding lawful Association business.** The Association shall send a copy of school-wide or district-wide e-mails to site administrators and Superintendent's office. All communications shall be dated and the Association's identification shall be clearly indicated.

2.1.3 The Association's e-mail use for group emails is limited to Association representatives designated by the Association as authorized originators of messages. The Association shall provide the District with a list of "authorized originators" by the first day of each school year and prior to any additions or deletions of "authorized originators." Unit members are allowed to respond to authorized originators and to communicate with the Association leadership via e-mail, however, unit members shall not originate or respond to group email messages from the Association while on duty.

2.1.4 The District can restrict the volume and frequency of email messages at its discretion and under no circumstances can messages or attachments exceed five (5) megabytes.

2.1.5 The Association agrees that it will not interfere with the regular business use of the District system.

2.6 APPOINTMENT TO COMMITTEES

2.6.1 The Association has the right to select representatives to **designated** district-wide committees ~~when the District determines that teacher representation is necessary. Once the determination is made by the District,~~ The Association may select the ~~teacher~~ Association representatives, subject to the number of ~~teachers~~ **Association representatives** authorized by the District. Notwithstanding this fact, the District reserves the right to appoint additional ~~teacher~~ bargaining unit **members who can bring expertise, specialization, and/or experience to the committee.** The District will provide a tentative list of committee members within ten (10) days prior to scheduling the first committee meeting of the year in the email notification process. The E-Board will be copied in the notification process. Any

changes of bargaining unit members on a committee will be shared with the E-Board through the email notification process, and prior to any subsequent committee meetings.

- 2.6.3 When the District determines that a new District-wide committee is necessary, (and prior to the first meeting of the year of a designated committee), a minimum of 14 days notice shall be given to the Association for the purpose of selecting representation. A day is defined as a day on which the District Office is open for business.
- 2.6.4 The District shall notify unit committee members in writing at least ten (10) days prior to the scheduled date of the first meeting of a new District-wide committee or of the first meeting of the year. District e-mail may be used to provide the written notice. A day is defined as a day on which the District Office is open for business. Barring extenuating circumstances, a minimum of 48 hours notice shall be given for all committee meetings not previously scheduled.

2.6.5 Designated District-wide committees are:

Budget Review Committee
Calendar Committee
Health & Welfare/Insurance Committee
Safety Committee
Summer School Committee
Technology Committee
Textbook Adoption Committee
Facilities Master Planning Committee
District Strategic Planning Committee

Committees formed under the provisions of 2.6.3 are automatically appended to this list.

2.7 RELEASE TIME

2.7.2 A maximum of six (6) Association representatives, including the Association President, shall be granted reasonable ~~release days for negotiations~~ **periods of release time without loss of compensation when meeting and negotiating.** Additional Association representatives may be granted reasonable release days for negotiations, upon mutual agreement of the District and the Association.

2.7.3 The Association's ~~team spokesman~~ **bargaining committee members** shall inform the District's ~~senior negotiator~~ **their immediate supervisors** prior to each occasion when, ~~and which the team members will be absent from their assigned duties and for which substitutes are required.~~ **Association bargaining committee members shall arrange for substitutes, when necessary.**

2.7.4 Association representatives shall be provided release time without loss of compensation for the processing of grievances. As provided in Section 10.4.1 of this Agreement, release time shall be limited to representation throughout the grievance steps provided in section 10.3 of the Agreement.

ARTICLE 3: WORKING HOURS

3.1 WORK YEAR

3.1.2 ~~The \$250 for~~ Voluntary buy-back days shall be contingent upon state funding the buy-back program. The District reserves the right to eliminate voluntary staff development days at any time.

3.1.5 The duty year calendar is appended hereto as Appendix C. Bell schedules for each school site in the District ~~will~~ **shall** be provided each year to the Association President.

3.1.6 Unit teaching members hired after the beginning of the school year to start a new class shall have up to two (2) days for planning, classroom observation, and preparation prior to the beginning of their teaching assignment.

3.2 WORK DAY

3.2.1 The normal workday, including lunchtime, for all teaching unit members shall be seven (7) hours and thirty (30) minutes.

~~3.2.1.1 The normal workday, including lunchtime, for the following alternative teaching unit members shall be eight (8) hours. Certificated alternative teaching unit members are Community Day.~~

3.2.3 Each teaching unit member shall be entitled to one (1) duty free lunch period of forty (40) consecutive minutes, plus a five (5) minute passing period. ~~Students are to be in their seats and Teachers shall be ready to begin instruction at the end of the passing period and teachers are to be ready to begin instruction.~~

3.2.6 Barring inclement weather and exceptional circumstances, members assigned to elementary schools shall not be responsible for student supervision during recess.

3.3 WORKDAY—NONTEACHERS

3.3.1 The length of the workday for ~~non-teaching~~ unit members in **non-classroom positions** shall be eight (8) hours inclusive of lunch. The **duty-free** lunch period shall be of a minimum of forty (40) minutes **in** duration.

~~3.3.2 Certificated non-teaching~~ Unit members **in non-classroom positions include, but are not limited to** ~~are as follows:~~ Psychologist, Counselor, ~~Coordinator,~~ Librarian, Audiologist, ~~Therapist,~~ **School Nurse**, Vocational Specialist, Mobility Specialist, Designated Instructional Service (DIS) Provider, **Speech and Language Pathologist**, ~~Diagnostic, and Support,~~ Behavior Intervention Specialists, and Program Specialists, **Adaptive P.E. Teachers, Teachers on Special Assignment**, and Program Specialists.

3.3.3 The annual workday schedule for unit members in non-classroom positions shall be as determined by the immediate supervisor. The specific daily working hours shall be as mutually agreed upon by the non-classroom unit member and the immediate supervisor, by the first day of instruction.

3.4 TEACHER WORKDAY

3.4.1 The District reserves the right to assign each full time teaching unit member up to the following amounts of student instructional time per school year:

Kindergarten = 36,900 minutes

1 through 5 = 55,605 minutes

6 through 8 = 61,945 minutes

9 through 12 = 65,368 minutes

~~For the 2003-04 school year, the new student instructional minutes shall be implemented at a mutually agreed upon time. If the District reduces the total number of minimum days, instructional minutes at grades 1-5 and 9-12 would revert to 2002-03 minutes. Minutes at grades 6-8 would remain at 55 minutes for period 1 and 45 minutes for periods 2-7, unless an alternate schedule is mutually agreed upon.~~

3.5 TEACHING ASSIGNMENTS

3.5.2 **Full-time** unit members teaching kindergarten, ~~employed in a full-time capacity~~ shall teach one (1) **all-day** kindergarten ~~session class, divided into two sections, Early Bird/Late Bird or one half-day session, either AM or PM.~~ **Teachers** but shall be available daily on the school site to which they are assigned for the length of the workday prescribed for teachers. During the period of time remaining in the prescribed workday, the kindergarten teacher shall be available for assistance or assignment in the K-3 instructional program.

3.5.4 SHARED TEACHING POSITIONS

3.5.4.1 Definition: A shared teaching position is defined as one (1) in which one (1) position is shared by two (2) ~~unit members~~ **teachers** for a period of not less than one (1) school year.

3.5.4.2 Eligibility: Shared teaching positions ~~shall be limited to eight (8) unit members~~ in any school year ~~and~~ may be obtained by current full-time ~~employees~~ **teachers** with permanent status by applying to the Site Administrator by March 15 of each year prior to the school year for which a shared teaching position is requested. Exceptions to this date will be considered in the event of unusual circumstances and request shall be subject to District needs and final Board approval.

3.5.4.3 Selection of Position and Applicants: **Teachers** ~~Unit members~~ requesting a shared teaching position will meet with the administrator(s) from the worksite where such a shared position is sought, in order to develop suitable combinations. The final determination of shared positions and the selection of incumbents shall be made by the Board based upon the recommendation of the Superintendent or designee.

3.5.4.4 Shared Assignments: (1) **Teachers** ~~Unit members~~ sharing a position must accept the responsibility of assuring that compatible classroom management will exist. (2) Shared teaching position contracts will be issued reflecting all pertinent information concerning the assignments (i.e., dates, including duration of the position, description of subject/grade level, location, salary, and benefits). Each shared contract will incorporate the provisions of this Agreement and will

include a statement: "If you wish to renew this shared position for the next school year, you must notify the responsible site administrator on or before March 15 of the school year in which this contract applies."

3.5.4.5 Return to Full-Time Position: (1) Full-time **teachers** ~~unit members~~ opting for reduction in time may, at their option, return to full-time employment the following year. The District and the ~~unit member~~ **teacher** may agree on a definite return date as part of the shared teaching position contract. (2) ~~Unit members~~ **Teachers** intending to return to full-time status must notify the District of their intent to do so by March 15 of that year. (3) ~~Unit members~~ **Teachers** returning to full-time status will be entitled to the same rights as any other unit member on a paid leave status.

3.5.4.6 Compensation: The pro-rated or proportional amount of the regular annual salary shall be paid in equal monthly installments, or as otherwise mutually agreed upon by the ~~unit member~~ **teacher** and the District. Participants shall be eligible for a pro-ration of the District contribution toward the fringe benefit program applied in the same manner as salary. Step and column advancement shall not be affected by shared contract employment. ~~Unit members~~ **Teachers** who complete shared contract assignments will be advanced one (1) step on the salary schedule if they return to full-time status the following school year.

3.5.4.7 Time Requirements:

2. **Both teachers** ~~Unit members~~ in shared teaching positions will be required to attend one (1) "Back-to-School Night" and "Open House." Faculty meetings shall be attended at the request of the site administrator.

3. The specific time requirements of participating **teachers** ~~unit members~~ shall be mutually agreed upon by the District and the **teacher** ~~unit member~~ prior to entering into a shared contract.

3.5.5 SHARED NON-CLASSROOM POSITIONS

Full-time non-classroom positions may be shared in same manner as teaching positions.

3.5.6 The decision to approve a job share assignment shall be at the sole discretion of the District.

3.8 DEPARTMENT CHAIRS AND GRADE LEVEL COORDINATORS

3.8.1 Vacant department chair assignments and Grade Level Coordinator assignments shall be posted on site for at least five (5) work days. Selection shall be at the discretion of the site administrator. Acceptance of such assignments shall be voluntary. A high school

unit member who serves as a department chairperson shall receive \$38.50 per each instructional period, as shown on the school's master schedule in his/her respective department.

3.8.1.1 The site administrator shall annually review the performance of department chairs and Grade Level Coordinators.

3.8.2 A ~~middle school~~ unit member who serves as a department chairperson **in a school with a seven-period day**, shall receive \$32.00 per each instructional period, as shown on the school's master schedule in his/her respective department.

3.8.3 A unit member who serves as cluster or grade level chairperson in grades K-5 shall receive the amount designated on Schedule A: Supplemental Pay. ~~Co-chairpersons~~ **Co-coordinators** shall share the stipend based on their proportionate service.

3.9 COUNSELORS

~~3.9.1 School Counselors shall be placed on the Beaumont teachers' salary schedule in accordance with their experience and training. Counselors' gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teachers' salary schedule by a responsibility factor of 1.08 multiplied by the number of workdays in the counselor's work year.~~

3.9.1 If there is more than one (1) school counselor at a site, a head counselor designated by District administration shall have a responsibility factor of 1.12.

~~3.9.2 Health and Welfare benefits for all counselors shall be the same as those of the regular full time classroom teacher.~~

~~3.9.4 The counselors' annual workday schedule shall be as determined by their immediate supervisor. The counselors' duty day shall be eight (8) hours in length, inclusive of a minimum forty (40) minute duty free lunch period. The specific daily working hours shall be as mutually agreed upon by the counselors and their immediate supervisor; however, the hours worked shall span the time which is designated as the students' normal academic day.~~

3.10 DISTRICT PSYCHOLOGIST

~~3.10.1 District psychologists shall be placed on the Beaumont teachers' salary schedule in accordance with their experience and training. Psychologists' gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teachers' salary schedule by a responsibility factor of 1.12 multiplied by the number of workdays in the psychologist's work year.~~

3.10.1 If there is more than one (1) psychologist employed by the District, a head psychologist appointed by District Administration shall have a responsibility factor of 1.15.

~~3.10.3 Health and Welfare benefits shall be the same as those of the regular full-time classroom teacher.~~

~~3.10.4 The psychologists' workday schedule shall be as determined by the immediate supervisor. The psychologists' duty day shall be eight (8) hours in length, inclusive of a minimum forty (40) minute duty free lunch period. The specific daily working hours shall be as mutually agreed upon by the psychologist and immediate supervisor.~~

~~3.11 DISTRICT NURSES/SPEECH AND LANGUAGE PATHOLOGISTS~~

~~3.11.1 School nurses and Speech and Language Pathologists (SLP) shall be placed on the Beaumont teacher's salary schedule in accordance with their experience and training. Nurses' and SLPs' gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teachers' salary schedule by a responsibility factor of 1.08 multiplied by the number of workdays in the nurse's/SLP's work year.~~

~~3.12 DISTRICT LIBRARIAN~~

~~3.12.1 The District Librarian shall be placed on the Beaumont teacher's salary schedule in accordance with their experience and training. Librarian's gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teacher's salary schedule by a responsibility factor of 1.05 multiplied by the number of workdays in the Librarian's work year.~~

~~3.13 PROGRAM SPECIALIST~~

~~3.13.1 Program Specialists shall be placed on the Beaumont teachers' salary schedule in accordance with their experience and training. Program Specialists' gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teachers' salary schedule by a responsibility factor of 1.12 multiplied by the number of days in the Program Specialists' work year.~~

~~3.14 BEHAVIOR INTERVENTION SPECIALIST~~

~~3.14.1 Behavior Intervention Specialists shall be placed on the Beaumont teachers' salary schedule in accordance with their experience and training. Behavior Intervention Specialists' gross salary shall be determined by multiplying their daily salary as computed from the Beaumont teachers' salary schedule by a responsibility factor of 1.12 multiplied by the number of days in the Behavior Intervention Specialists' work year.~~

~~3.15 COMMITTEE MEETINGS~~

~~3.13.1 Unit members who voluntarily attend District committee meetings, curriculum planning, or training sessions on a non-work day, during a designated break period, or on a weekend will be paid as follows:~~

~~\$72 up to four hours~~

\$144 from four to seven hours

\$18.00 per hour for any hours exceeding seven hours

All hours **compensation provided per this section** requires the Superintendent's or designee's advance approval.

3.14 SUMMER SCHOOL ASSIGNMENTS

3.14.3 Compensation for summer school assignments shall be **as provided in Article 7:**

~~\$35.00 per hour for the session following the 2007-2008 school year and
\$38.50 per hour beginning with the session following the 2008-2009 school
year.~~

Summer school preference will be given to those qualified applicants from within the District. Criteria for being considered qualified include possession of a valid, appropriately registered credential/permit or authorization, including EL certification and highly qualified in accordance with ESEA No Child Left Behind that allows the member to teach the specific course/class for which the member has applied. Consideration will also be given to the member's classroom experience at the appropriate instructional level.

3.15 EXTRA DUTY

3.15.2 All extra duty assignments which total eight (8) hours or more will be posted for five (5) working days at the site to which the assignment pertains. All unit members at this site are eligible to ~~have equal opportunity~~ to apply for and to obtain these extra duty assignments. If the extra duty assignment occurs during a vacation or non-duty time for any member of the bargaining unit at the pertaining site, all members on vacation will be notified by ~~first class mail~~ **District email** of the assignment. **It shall be the responsibility of the unit member to check for email.**

ARTICLE 7 COMPENSATION AND FRINGE BENEFITS

7.1 EXPERIENCE CREDIT

7.1.1 A maximum ~~number~~ of **ten (10)** years of teaching experience while holding a valid teaching credential outside the Beaumont Unified School District will be granted to teachers whose ~~first day of~~ **first day of District service begins on or after:**

~~From 7/1/2007 through 6/30/2008 10 years.~~

7.1.4 An annual increment is earned at the completion of a minimum of seventy-five percent (75%) of the school year in the currently assigned salary classification.

7.1.4.1 A bargaining unit member who is hired after the beginning of the school year, shall be eligible for an annual step advancement, if the combined pre-BUSD employed service

and the District service in a similar classification is equal to or greater than seventy-five (75%) or the total days of student attendance for that contract year.

7.2 FRINGE BENEFITS

7.2.1 Under no circumstances shall the total amount of annual District contributions for health insurance premiums exceed \$9,096.00 for a three-tiered rate system (one-party, two-party, and full-family). Any additional ~~premium~~ **contribution** amounts for such insurance shall be paid by the unit member in ten equal monthly **payroll deduction** installments.

7.2.4 Bargaining unit members who can demonstrate yearly that they have full health medical insurance under a spouse or significant other can elect, in lieu of receiving an annual District contribution for health medical insurance premium, a fringe benefit allowance of fifteen hundred dollars (\$1,500) annually, paid in ten equal installments, to be applied either to a before tax annuity or cash payment. This allowance provision will be on a pro-rata basis and will apply to only those unit members whose work week is twenty (20) hours or more. **This section is subject to the rules, regulations, and limitations of the High Desert and Inland Empire Trust.**

~~7.4 BEFORE TAX ANNUITIES~~

~~7.4.1 The District shall contribute on behalf of each full time bargaining unit member employed prior to May 1, 1984, a fringe benefit allowance of (\$1,500) annually, paid in ten (10) equal installments, to be applied to any of, or any combination of, the following benefits under plans negotiated and provided by the District: (1) health insurance (2) dental plan (3) life insurance (4) income protection insurance, and (5) before tax annuities.~~

~~7.4.2 Under no circumstances shall the amount of District contribution toward before tax annuities on behalf of any unit member be increased beyond the annuity amount contributed for such unit member as of May 1, 1984. In no event shall the amount of District contribution toward a unit member's before tax annuity plan be increased. Unit members hired or re-hired after May 1, 1984, shall not be eligible to participate in a before tax annuity program.~~

7.6.6 (New Article)

NON-CLASSROOM POSITIONS:

<u>Position</u>	<u>Responsibility Factor</u>	<u>Work Days</u>
Counselor	1.08	196
Head Counselor	1.12	196
Psychologist	1.12	196
Head Psychologist	1.15	196

Program Specialist	1.12	196
District Librarian	1.05	196
School Nurse	1.08	184
Speech/Language Pathologist	1.08	184
Behavior Intervention Specialist	1.12	184

Unit members in Non-classroom positions shall be placed on the appropriate salary schedule in accordance with their training and experience. Salary schedules for Non-classroom Positions shall be calculated by multiplying the classroom teachers' salary schedule (Appendix D) daily rate by the designated Responsibility Factor to generate a daily rate for the position. The daily rate shall be multiplied by the number of workdays to generate the annual salary.

ARTICLE 17 (New article)

RECOGNITION

17.1 The Board recognizes the Beaumont Teachers Association as the exclusive representative for certificated employees of the Board, including, but not limited to:

- 17.1.1 Teacher**
- 17.1.2 Special Education Teacher**
- 17.1.3 Specialized Academic Instructor**
- 17.1.4 Counselor**
- 17.1.5 Psychologist**
- 17.1.6 Teacher on Special Assignment**
- 17.1.7 School Nurse (Credentialed)**
- 17.1.8 Librarian (Credentialed)**
- 17.1.9 Audiologist**
- 17.1.10 Behavior Intervention Specialist**

17.1.11 Program Specialist

17.1.12 Adaptive P.E. Specialist

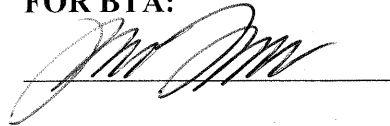
17.1.13 Speech and Language Pathologist

17.1.14 Vocational Specialist

17.1.15 Mobility Specialist

17.1.16 DIS Provider

FOR BTA:



Trina Brown, Chief Negotiator
and/or Designee

1/31/12

Date

FOR THE DISTRICT:



Lisa Norman, Asst. Superintendent of Personnel

1/31/12

Date