

**TENTATIVE AGREEMENT
BETWEEN THE
BERKELEY UNIFIED SCHOOL DISTRICT
AND THE
BERKELEY FEDERATION OF TEACHERS**

June 2, 2017

The Berkeley Unified School District (District) and the Berkeley Federation of Teachers (BFT) tentatively agree on the following changes to the collective bargaining agreement:

1. AGREEMENT

This agreement, made and entered into the 1st day of July 2017 between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "District" or the Board), and the Berkeley Federation of Teachers, AFT, Local 1078, AFL CIO (hereinafter referred to as the Union), shall continue until June 30, 2019.

5. UNION RIGHTS

5.7 Dues and Organizational Security

- 5.7.1 Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments in the Union. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. At the time of hire, the District shall give a written copy of Article V, sections 5.7.1 through 5.7.5 (copies to be provided by the Union) to new employees.
- 5.7.2 Any unit member who is paying membership dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before (1) the annual anniversary date of the unit member's authorization or (2) the expiration date of this Agreement, whichever occurs sooner. The Union shall notify the District in writing of the change and the District will honor the unit member's deduction authorizations unless they are revoked in writing during the window period, irrespective of the unit member's membership in the Union.
- 5.7.3 All employees in the bargaining unit shall, as a condition of employment, have dues or any Agency or Service Fee deducted from their salary starting with their first pay

warrant. In no case shall the Service Fee be greater than periodic dues and general assessments of the Union.

- 5.7.4 The parties agree further that the failure of any unit member to pay the equivalent of Union periodic dues and general assessments during the term of this Agreement shall constitute just and reasonable cause for discharge from employment. The District may exercise its right to automatically deduct the amount of the service fee under the provisions of Education Code Section 45061.
- 5.7.5 If any bargaining unit member is paid over a period other than twelve (12) months, the Agency Fee or membership fee will be prorated over that period.
- 5.7.6 All funds collected by the Board through deductions shall usually be remitted to the officer designated by the Union within ten (10) days after the 1st of each month for employees who have authorized such deductions.
- 5.7.7 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.7.8 The Union will comply with the provisions of law related to informing unit members of the agency fee and their rights.

9. REASSIGNMENT

- 9.1 Definition: A reassignment is a change in grade level at elementary schools or a change in the department/subject matter field of a teacher within secondary or adult schools. For purposes of the reassignment policy, teachers in the following services shall be assigned on a District wide basis:
 - 9.1.1 Music teachers
 - 9.1.2 Psychologists
 - 9.1.3 Providers of Designated Instructional Services (DIS)/Providers of Related Services
 - 9.1.3.1 Speech and Language Pathologists shall not be assigned to more than one of the following:
 - 9.1.3.1.1 Two (2) school sites; or
 - 9.1.3.1.2 One (1) school site and one (1) assignment that does not involve providing services directly to students (e.g.

assessments, assistive technology, assistive and augmentative communication).

11. HOURS OF EMPLOYMENT

11.2.5 No faculty meeting or collaboration meeting shall be scheduled the Wednesday prior to Back-to-School Night or Open House. During the months of the foregoing events, the mandatory number of required hours will be adjusted accordingly. For example, if there are four (4) Wednesdays during the month of Open House, the total number of required faculty meeting hours will be reduced from four (4) to three (3) and the total number of required collaboration meeting hours will also be reduced from four (4) to three (3).

11.2.5.1 No faculty meeting or collaboration meeting shall be scheduled either the week prior to, or the week of, Elementary/Middle School Parent Conferences. During the months of such Parent Conferences, the mandatory number of required hours will be adjusted accordingly. For example, if there are four (4) Wednesdays during the month of Parent Conferences, the total number of required faculty meeting hours will be reduced from four (4) to two (2) and the total number of required collaboration meeting hours will also be reduced from four (4) to two (2). The hours made available as a result of these reductions shall instead be used for on-site Elementary/Middle School Parent Conference preparation.

11.3 K-12 Preparation Time

11.3.3 Classroom teachers in grades 4-6 shall be provided the equivalent of five (5) periods of preparation time per week during the student day. If a Special Day class teacher has fourth and/or fifth grade students, that teacher shall receive the equivalent of five (5) preparation periods of forty-five (45) minutes each week during the student day. This provision excludes Resource Teachers. One (1) preparation period per week may be used for scheduled parent conferences.

11.3.3.1 Effective July 1, 2018, classroom teachers in grades 4-5 shall be provided the equivalent of four (4) periods of preparation time per week during the student day. If a Special Day class teacher has fourth and/or fifth grade students, that teacher shall receive the equivalent of five (5) preparation periods of forty-five (45) minutes each week during the student day. This provision excludes Resource Teachers. One (1) preparation period per week may be used for scheduled parent conferences.

11.3.4 Kindergarten teachers shall be provided a daily forty-five (45) minute dedicated preparation period. This time shall be provided within the teacher's seven (7) hour and ten (10) minute duty day and scheduled after their students leave and before the end of their duty day. Grades 1-3 classroom teachers shall be provided two hundred twenty (220) minutes of dedicated preparation time weekly: one (1) forty-five (45) minute period of the two hundred twenty (220) minute dedicated preparation period shall be within the student day; a thirty-five (35) minute dedicated preparation period shall be provided daily after the classroom teachers' students leave and before the end of the day.

11.3.4.1 Effective July 1, 2018, Grades 1-3 classroom teachers shall be provided **the equivalent of four (4) periods of preparation time per week during the student day.**

11.8 Instructional Day/Instructional Minutes

The instructional day shall be the following average number of minutes per day calculated over a consecutive ten (10) day period: two hundred sixty (260) minutes for Kindergarten; three hundred five (305) minutes for grades 1 to 5 inclusive; three hundred twenty five (325) minutes for grades 6 to 8 inclusive; and three hundred sixty five (365) minutes for grades 9 to 12 inclusive. The high school instructional day will at least meet minimum state requirements in 2000 01. Instructional day shall be defined as required by the State Superintendent of Public Instruction for purposes of Education Code Section 46201.

12. LEAVES OF ABSENCE

12.4 Child Rearing Leave and Parental Leave

A teacher may take either child rearing leave pursuant to section 12.4.1 below, or parental leave pursuant to section 12.4.2 below, but not both, in connection with the arrival of a new child either through natural birth, foster care, or adoption of a child.

12.4.1 Child Rearing Leave

12.4.1.1 A teacher shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After consultation with the Human Resources Certificated Administrator, a woman may begin child rearing leave at such time as she and her doctor deem advisable.

12.4.1.2 An employee shall be entitled to utilize the available sick leave for any portion of child rearing leave that the employee elects not to

receive twenty-five percent (25%) of his/her own salary as provided in section 12.4.1.3 below.

- 12.4.1.3 During the first eighty-nine (89) days of child rearing leave, the teacher shall receive twenty-five percent (25%) of his/her own salary. The eighty- nine (89) working days (excluding all weekends, holidays and school recesses) must be consecutive with the date of the arrival of the child. Once a teacher returns to duty, the child rearing leave and all of its provisions shall be terminated. If, however, a returning teacher who has not used the full child rearing leave then becomes ill with a childbirth related illness, she shall be reinstated up to the total maternity leave allowance. Concerning the above-referenced eighty-nine (89) days of child rearing leave, the teacher shall continue to receive the same level of District health benefits coverage as before the leave as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.
- 12.4.1.4 After the eighty-nine (89) days of child rearing leave as provided for above have been fully utilized, the teacher shall, upon written request submitted not later than twenty (20) working days prior to the expiration of the above-referenced eighty-nine (89) days of child rearing leave, be placed on extended child rearing leave until the end of the school year. Extended child rearing leave is provided without pay.
- 12.4.1.5 Child rearing leave beyond that provided for above may be requested and granted pursuant to the provisions set forth in Section 12.1.
- 12.4.1.6 Bargaining unit hourly teachers shall be entitled to child rearing leaves without pay.
- 12.4.1.7 If the expiration of a child rearing leave takes place towards the end of the school year/term, rather than disrupt the continuity of classroom instruction, the employee may return for the remaining days as a substitute teacher or take leave without pay for that time.

12.4.2 Parental Leave

- 12.4.2.1 A teacher may use his or her sick leave for the birth of a child of the teacher, or the placement of a child with the teacher in connection

with the adoption or foster care of the child by the teacher for a period of up to twelve (12) workweeks.

- 12.4.2.2 When a teacher has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act (CFRA) (Government Code section 12945.2), the teacher shall receive differential pay for the remaining portion of the twelve (12) workweek period.
- 12.4.2.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA. The aggregate amount of parental leave taken pursuant to this section and CFRA shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 12.4.2.4 The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 12.4.2.5 A teacher shall not be provided more than one (1) twelve (12) week period for parental leave during any twelve (12) month period.
- 12.4.2.6 A teacher is not required to have 1,250 hours of service with the District during the previous twelve (12) month period in order to take parental leave.

13. CLASS SIZE

13.1 K-5 Classes:

13.1.1 At the K-5 level, maximum class size is 32.

13.1.2 Except as provided in sections 13.1.5 and 13.3.1 below class size averages shall be as they appear below:

13.1.2.1 Effective July 1, 2017, class size averages shall be:

K Level	23:1 (Schoolwide average)
1-3 Level	20:1 (Districtwide average)
4-5 Level	26:1 (Districtwide average)

13.1.2.2 Effective July 1, 2018, class size averages shall be:

K-3 Level	23:1 (Schoolwide average)
4-5 Level	26:1 (Districtwide average)

13.1.2.5 Effective July 1, 2021, class size averages shall be:

K-4 Level	23:1 (Schoolwide average)
5 Level	26:1 (Districtwide average)

13.1.2.1 Effective July 1, 2022, class size averages shall be:

K-5 Level	23:1 (Schoolwide average)
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13.1.3 Except as provided in sections 13.1.5 and 13.3.1 below all 3-4 combination classes, excluding dual immersion classrooms, shall not be higher than 22:1.

13.1.3.1 Effective July 1, 2021, except as provided in sections 13.1.5 and 13.3.1 below, all 3-4 combination classes shall not be higher than 23:1.

13.1.4 Combination Class Guidelines shall be made available to all K-5 teachers (See Appendix 6). While the Guidelines are not part of this Agreement, they indicate the responsibilities that must be followed in the formation of the combination classes. These Guidelines shall be given to all K-5 teaching staff during the month of March.

13.1.5 If Measure E1 is repealed, expires, altered to reduce the 66% allocation for class size reduction pursuant to Measure E1 or if the District declares a Severe Fiscal Emergency under the terms of Measure E1, the class size maximums set forth in section 13.3.1 shall automatically apply.

[Note: The parties agree to change all references to “Measure A” in Article 13.3.1 and remainder of Article 13 in the existing CBA to “Measure E1” in the successor contract.]

13.6.3 Speech Language Pathologist

The caseload maximum for Speech Language Pathologists shall be forty-eight (48) students. Speech Language Pathologists shall receive a credit of three (3) students toward their caseload limit if they provide supervision for a Speech Language Pathologist in a Clinical Fellowship Year (CFY), or supervision of Required Professional Experience for a Speech Language Pathologist candidate (working toward a California license). The site of the supervising Speech Language Pathologist must be at least part of the assignment of the Speech Language Pathologist in a Clinical Fellowship Year, or of the Speech Language Pathologist

candidate completing their Required Professional Experience. Further, each Speech Language Pathologist can be required to provide early intervention/RTI services to up to eight (8) students with identified needs (but no IEP) above their caseload maximum.

- 13.6.8 In any specialized elementary or middle school special education classes created by the District, class size will not exceed ten (10), except for the Counseling Enriched Program which shall be twelve (12) as long as there is contracted mental health organization support similar to the contract in force at Cragmont, King Middle, Longfellow Middle, and Berkeley High School as of the signing of this agreement.

14. TEACHER COMPENSATION

14.1 Wages for 2017-2018:

14.1.1 Unit members employed for the 2017-2018 school year shall receive a one-time lump sum bonus equal to one percent (1%) of their salary for 2017-2018.

14.1.2 Effective July 1, 2017, the current salary schedule for Speech Language Pathologists shall increase by ten percent (10%).

14.1.3 Effective July 1, 2017, the hourly rate for K-12 teaching shall be \$36.56.

14.2 Wages for 2018-2019:

14.2.1 Unit members employed for the 2018-2019 school year shall receive an on schedule increase to all rates and schedules of one percent (1%), effective July 1, 2018.

14.2.2 In the event the District receives at least four hundred thousand dollars (\$400,000) equal to one-half of a percent (0.5%) of their salary for 2018-2019;

In the event the District receives at least eight hundred thousand dollars (\$800,000) in State one-time discretionary funds in 2018-2019, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one percent (1%) of their salary for 2018-2019; or

In the event the District receives at least two million dollars (\$2,000,000) in State one-time discretionary funds in 2018-2019, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one and one-half percent (1.5%) of their salary for 2018-2019.

For salaried unit members, this bonus shall be paid on the first regular pay warrant after July 1, 2018. For hourly and substitute unit members employed for the 2018-2019 school year, this bonus shall be paid on their August 31, 2019 pay warrant.

14.12.7 Adult School and Independent Study hourly teachers only who do not wish to be covered by the District health plan, or who work at least nine (9) hours per week but are not eligible for CalPERS health benefits, may elect to have eighty percent (80%) of the District's contribution added to their monthly paycheck. The amount of such contribution shall be calculated at the rate that the District would have contributed for the employee only, under the Kaiser health plan in effect at the time of payment. Adult School and Independent Study hourly teachers exercising this option must submit written notification to the Business Office thirty (30) days prior to the discontinuance of health plan coverage. Such teachers who wish to reactivate health plans may not do so until the next open enrollment period. Upon the death or disability of a spouse or domestic partner, an employee presently receiving the District's contribution may re-enroll in the District medical plan subject to the approval of the carriers. The final decision relative to re-enrollment rests with the carrier.

14.12.7.1 Effective January 1, 2018, Adult School and Independent Study hourly teachers who work on average at least thirty (30) hours per week or one-hundred and thirty (130) hours per month, and who wish to have eighty percent (80%) of the District's contribution added to their monthly paycheck, shall provide reasonable evidence that they have minimum essential coverage allowed by federal regulations such as other employer-sponsored coverage (individual market coverage is not considered acceptable). If federal or state law or regulations regarding cash-in-lieu payments or affordability change, the parties shall negotiate over the impact.

14.x Health Benefits: State Pre-School and Early Childhood Education

Effective January 1, 2018 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits for State Pre-School and Early Childhood Education teachers shall be established at the following levels:

Employee Only:	\$641.03 month
Employee Plus One:	\$999.30 month
Employee Plus Two:	\$1296.66 month

Memorandum of Understanding
Between
the Berkeley Unified School District
and
the Berkeley Federation of Teachers

Compensation for Conducting Professional Development

The following agreement will establish standardized compensation for non-TSA BFT members planning and conducting workshops, in-services, or other professional development activities.

This agreement would pertain to districtwide staff development days, and any other professional development activity planned and conducted by a BFT member and provided to other BFT members outside of their own site as long as it is authorized by a Director of Educational Services or a Human Resources administrator.

This agreement would be effective as of October 11, 2005, and will continue in effect for future school years unless either party wishes to re-open it annually for negotiations.

BFT members included in this agreement would be compensated based on the following schedule:

Number of hours of the workshop or other activity	and	Number of hours paid for planning and preparation at the Curriculum Development rate
.25 – 1.00 hour		Two 2 hours
1.25 – 2.00 hours		Three 3 hours
2.25 – 4.00 hours		Four 4 hours

For Teachers on Special Assignment, at the site or district level, compensation for preparation that occurs on a non-work year day for Professional Development sessions will be as follows:

- For workshops and sessions of four hours or less the above chart will be used.
- For full-day professional development or training sessions of more than four hours the TSA will be compensated for ten (10) hours of preparation at their per diem rate of pay for each day of PD being planned. BUSD can require that this preparation take place at the BUSD district office.

CALPERS

The parties agree to incorporate the tentative agreement dated August 15, 2016 for changes to Articles 14 and 17 of the collective bargaining agreement in the successor contract.

APPENDICES

The parties agree to include the following memoranda of understanding/agreement as appendices in the successor contract:

- Health Benefits Vesting;
- Tutoring Students Served by McKinney-Vento Program;
- Part-time Teachers at Full Day Scoring Days;
- Bilingual Stipend Proposal – School Psychologists and Behaviorists;
- Compensation for School Psychologist Interns;
- Cash Balance Plan; and
- Desired Results Development Profile (DRDP) Activities Completed by Part-Day State Preschool Teachers (Release Days)

FOR BFT:

Cathy Campbell, President

Date

00233-00163/3980216.1

FOR BUSD:

Evelyn Tamondong-Bradley

Date