

Tentative Agreement
October 28, 2019

8.3 General Provisions

- 8.3.1 A vacancy for the purpose of transfer is one that has not been filled by reassignment.
- 8.3.2 All new vacancies, including District (but not site) TSAs will be posted electronically, at the District Human Resources Department, the BFT office, and at school sites as soon as they become known. Each job posting which will include FTE, school site, grade level or subject and other specific credential or program identification (i.e., bilingual, CLAD, special education) if applicable, will be advertised electronically by posting on the District certificated conference (or successor electronic communication system) and sent by e-mail to each teacher's District e-mail address.
- 8.3.2.1 District TSA positions will be posted. Site TSA positions will be announced at a staff meeting and published in the principal's weekly bulletin. All TSA positions are not subject to the transfer policy, beyond the posting of District TSA positions.
- 8.3.3 Vacant positions will be posted for ~~five (5)~~ three (3) working days. ~~If previously unknown positions become available during August and after the start of the school year or during the school year will be posted for three (3) days and then filled as soon as possible.~~
- 8.3.4 Vacancies which occur more than forty-five (45) days (less than 75% of the days of the work year) after the beginning of the school year shall normally be filled on a temporary basis. Vacancies, unrelated to a leave of absence, which occur less than forty-five (45) days (more than 75% of the days of the work year) after the beginning of the school year shall normally be filled on a probationary basis. All vacancies filled on a temporary basis shall be re-advertised for the following school year in order to allow interested teachers to apply.
- 8.3.5 The Human Resources Department will notify BFT of each new hire. Notification shall include information on any new teachers hired to the District which lists for each: the school site, FTE, and step and column placement.
- 8.3.6 For purposes of the transfer policy, music teachers, school psychologists, and providers of Designated Instructional Services (DIS)/Providers of Related Services, with the exception of Speech and Language Pathologists (SLPs), will be considered assigned on a District-wide basis.

8.3.7 All teachers presently working in the District Early Childhood Education Program with credentials which permit them to serve in the K-12 program may be transferred to K-12 classes where vacancies exist. Teachers in the Early Childhood Education Program may apply for vacant positions in the K-12 program.

8.3.8 Teachers in the K-12 program who voluntarily transfer into the Early Childhood Education Program, the Adult School, or the Independent Study program shall be paid on the salary schedule or hourly wage schedule of the corresponding program.

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

October 28, 2019

13.1 K-5 Classes

13.1.2.2 through 13.1.2.4

TK 20:1 (Districtwide Average)

13.2 Secondary Schools

13.2.1 Except as provided in Section 13.3.1 below. For the term of this agreement only, the District shall fund class size averages as they appear below:

Middle School	28:1
Berkeley High	28:1
Alternative High School	25:1

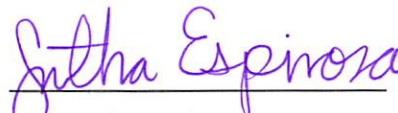
Class size average calculations in 13.2.1 above shall occur no later than the end of the first four (4) weeks of school. Grievances based on class size can only be filed after the end of the fourth week of school.

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

13.6 ~~Special Education Caseloads and Class Sizes~~ Case Management

13.6.1 Resource Specialist Program

13.6.1.1 ~~A traveling~~ An itinerant resource specialist shall be assigned no more than twenty-six (26) students district-wide. A resource specialist will be defined as any case manager in a mild/moderate role or program.

13.6.1.2 The District shall provide the BFT with the actual number of cases being managed and to whom they have been assigned on demand no more than twice per school year.

13.6.2 Case Management

13.6.2.1 During the school year, every effort shall be made to utilize Article 11, Section 11.6.1 d. and e. in affording days necessary for case management, assessments, and report writing of the development of IEP's, considering the educational needs of the students on a special education teacher's caseload.

13.6.2.2 If release time cannot be utilized, special education teachers shall be provided one (1) in-service credit for movement on the salary schedule, or one (1) day of sick leave credit if the teacher is on Column VII of the salary schedule, for every fifteen (15) hours of service beyond the duty day for case management, assessments, report writing or the development of IEP's).

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 seven eight (8) students with identified needs (but no IEP) above their caseload maximum.

13.6.4 Secondary Adaptive P.E. teachers shall be assigned to no more than three (3) sites.

13.6.5 ~~Initial assessments for all K-12 students considered for special education services shall be the responsibility of the student's site. All subsequent assessments for students attending a District site shall be done by special education personnel at that site.~~

For 2020-2021 and 2021-2022 school years only, a pilot program to address assessment will be implemented as follows:

Special education mild/moderate program or case managers at grades K-12 shall have a limit of 12 formal assessments per school year per case manager. Special education moderate/severe program or case managers at Grades K-12 shall have a limit of 6 formal assessments per school year per case manager. A formal assessment shall be defined as an initial, triennial, or supplemental assessment that will require more than 10 hours of staff time. Moderate/Severe will not be assigned initial assessments.

Tentative Agreement
Special Education Caseloads & Assessments
October 28, 2019

Triennial assessments will be prioritized and the case manager will provide the District Special Education department with a list of covered Triennials, due dates and scheduled dates no later than the end of the fifth week of school. Any Triennials in excess of the limit described above may be offered to case managers at the student's school site in seniority order and the case manager completing the assessment will be compensated for up to 15 hours at an hourly rate of \$36.93 (+ any compensation increases) per completed assessment.

Initial assessments will be assigned to Mild/Moderate based on availability up to the limit above. Any initials in excess of the limit, which cannot be covered by staff at the District level may be offered to case managers at the school site in seniority order and the case manager completing the assessment will be compensated for up to 15 hours at an hourly rate of \$36.93 (+ any compensation increases) per completed initial assessment.

No case manager will be required to complete more than two formal assessments in any given month, this does not include any assessments which they have volunteered for and are being additionally compensated for. This does not include self-inflicted scheduling issues and all legal timelines must be met. This will be calculated on the due dates of the assessments.

Supplemental assessments assignments will be determined by the District Special Education department and are not automatically assigned to the case manager of the student. Any supplemental assessments in excess of the limit, which cannot be covered by staff at the District level may be offered to case managers at the school site in seniority order and the case manager completing the assessment will be compensated for up to 5 hours at an hourly rate of \$36.93 (+ any compensation increases) per completed supplemental assessment. If a supplemental assessment requires a full psychoeducational and full academic assessment it shall be considered an initial per this agreement.

In order to receive compensation for any additional assessments over the limit a timesheet must be submitted monthly to the Special Education Department including documentation of the hours of the work performed up to the limit for the assessment type as described above.

The work and time completing an assessment including attending the IEP where the report is presented shall not create any other case management duties and does not add the student to the teacher's caseload.

If the Union and District are unable to reach to an agreement by the end of 2020-2021 school year the above language will continue from year to year until alternative provisions are agreed upon for addressing assessment workload.

Central office personnel, with support as needed from special education site personnel, shall do initial and subsequent academic assessments for students receiving instruction outside the District. ~~On the rare occasions, a teacher is assigned a non-District site assessment, no more than one (1) per two (2) month period shall be assigned.~~

13.6.6 A team consisting of the equivalent of a .50 FTE Speech Language Pathologist, the equivalent of a .30 FTE Preschool Special Education Teacher and the equivalent of a .40 FTE School Psychologist shall do initial assessments for pre-school children.

Tentative Agreement

Special Education Caseloads & Assessments

October 28, 2019

13.6.7 Pre-school teacher(s) of the Integrated General Education/Special Education classroom(s) shall do all of the required assessments for all of the students assigned to the class.

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.

13.7 Special Education Caseloads

13.7.1 School Ownership of Special Education ~~Programming Restructuring~~—A school's leadership team, including the principal, shall be responsible for managing the development of plans for restructuring site support services for students, including special education services. For the sole purposes of designing the ~~ULSS student-centered special education programming~~ at each school, the Site Leadership Team shall include in their meetings at least one (1) member of the site special education certificated staff. The Site Leadership Team shall monitor the progress of the ~~restructuring program~~ and ensure regular feedback and input from all the teachers, at a frequency determined by the site, in order to promote successful outcomes for students.

13.7.2 There shall be a limit of eight (8) students with severe disabilities as defined by the Education Code per moderate/severe special education teacher FTE at the site. There shall be no other ~~ULSS~~ special education teacher caseload limits beyond that specified in the Education Code, except for special classes referenced in 13.6.8.

13.7.3 Effective for the term of this Agreement, the District will maintain the certificated special education staffing levels (defined as teachers with mild/moderate or moderate/severe credentials) at 2.0 FTE for each elementary school (~~except John Muir, which will have 1.5 FTE~~), 4.0 FTEs for each middle school, 15.0 FTE plus 1.0 FTE for Workability at Berkeley High School, and 1.0 FTE at B Tech. In addition to the guarantee of 4.0 FTE above for middle schools, King Middle School shall receive one extra teacher FTE for every two hundred fifty (250) students enrolled over the average of Longfellow and Willard enrollment. The qualifications, specialties and credentials of these additional teachers shall be at the discretion of the District based on the needs of the school. The District maintains the right to transfer individual employees between/to sites in accordance with Article 8 Transfer so that the staffing and credential requirements meet the needs of children. If, during the course of this agreement, a special education teacher voluntarily reduces his/her FTE, either temporarily or permanently, the District and the Union can mutually agree to not fill the reduced FTE. Absent said agreement, the partial FTE shall be filled.

~~13.7.3.1 For the 2009-2010 school year only, if a special education teacher voluntarily reduces his/her FTE, either temporarily or permanently, or if for any reason a special education vacancy occurs (regardless of FTE), the District shall, in consultation with the Union, determine whether to fill the reduced or vacant FTE.~~

~~13.7.3.2 In addition, for the 2009-2010 school year only, the District may determine to fill such vacancies with certificated employees (not necessarily special education teachers) whose credentials and authorizations permit them to deliver services provided through the ULSS program.~~

Tentative Agreement

Special Education Caseloads & Assessments

October 28, 2019

~~13.7.3.3 Such vacancies occurring after the 2009-2010 school year shall not be filled in this manner and sections 13.7.3.1 and 13.7.3.2 shall expire June 30, 2010, at which time section 13.7.3 only shall apply to filling vacancies.~~

~~13.7.3.4 Special Education Administration with the input of the Inclusive Education Advisory Panel shall write an overall Professional Development plan. The plan shall include: training and in-service for case managers as the District transitions to the ULSS; training for principals and other administrators in their role in supervision and evaluations; training in positive behavior support; and a recommendation that staff have opportunities to visit other restructuring schools, both inside and outside the District. The site leadership team shall take that plan and identify the site-specific PD needs, solutions and funding as part of the site plan. The District/BFT Special Education Negotiations Committee shall review these plans and provide input.~~

~~13.7.3.5 The District/BFT Special Education Committee shall meet as needed to oversee the monitoring of ULSS programs, including looking at student outcomes.~~

13.7.4 Special Education Caseloads

13.7.4.1 Starting in 2020-2021 staffing at all sites will be based on the following caseload average maximums. These maximums and averages do not apply to itinerant resource specialists who are by definition split between multiple sites.

13.7.4.2 Preschool

Preschool Mild/Moderate Caseload Management shall have no more than fifteen (15) students.

13.7.4.3 K-8 Classes:

Starting in 2020-2021, at the K-8 level, the maximum caseload size is 23 students for mild/moderate and 13 students for moderate/severe. The K-8 mild/moderate caseload average shall be 22:1 districtwide. The K-8 moderate/severe caseload average shall be 12:1 districtwide.

Starting in 2021-2022, at the K-8 level, the maximum caseload size is 22 students for mild/moderate and 12 students for moderate/severe. The K-8 mild/moderate caseload average shall be 21:1 districtwide. The K-8 moderate/severe caseload average shall be 11:1 districtwide.

Starting in 2022-2023, at the K-8 level, the maximum caseload size is 21 students for mild/moderate and 11 students for moderate/severe. The K-8 mild/moderate caseload average shall be 20:1 districtwide. The K-8 moderate/severe caseload average shall be 10:1 districtwide.

13.7.4.4 Berkeley High School & Berkeley Tech Academy

Starting in 2020-2021, at Berkeley High School and Berkeley Technology Academy, the maximum caseload size is 23 students for mild/moderate and 13 students for moderate/severe. The High School mild/moderate program caseload average shall be 22:1 schoolwide. The High School moderate/severe program caseload average shall be 12:1 schoolwide.

Starting in 2021-2022, at Berkeley High School and Berkeley Technology Academy, the maximum caseload size is 22 students for mild/moderate and 12 students for moderate/severe. The High School

Tentative Agreement

Special Education Caseloads & Assessments

October 28, 2019

mild/moderate program caseload average shall be 21:1 schoolwide. The High School moderate/severe program caseload average shall be 11:1 schoolwide.

Starting in 2022-2023, at Berkeley High School and Berkeley Technology Academy, the maximum caseload size is 21 students for mild/moderate and 11 students for moderate/severe. The High School mild/moderate program caseload average shall be 20:1 schoolwide. The High School moderate/severe program caseload average shall be 10:1 schoolwide.

13.7.5 Temporary Caseload Overages

Once a case manager has reached the maximum caseload, an additional student may be assigned provided that the caseload is reduced to the maximum within twenty (20) school days. Any case manager of an additional student that is assigned to a caseload that exceeds those set in 13.7.4.2, 13.7.4.3, and 13.7.4.4 for more than twenty school days will be compensated at a flat rate of \$36.93 (+ any compensation increases) per school day per additional student, beginning the twenty-first day the student remains on the caseload and is enrolled in BUSD. A monthly timesheet must be submitted to the Special Education Department.


For BFT:



Matt Meyer

President

For District:



Samantha Tobias-Espinosa

Assistant Superintendent, HR

14.1 Wages for 2019-2020:

14.1.1 Unit members employed for the 2019-2020 school year shall receive an on schedule increase to all rates and schedules of two and one-half percent (2.5%), effective July 1, 2019. Retro payment will be made in the November 30th payroll.

14.1.2 Current contract Language ("CCL").

14.1.3 CCL.

14.2 Wages for 2020-2021:

14.2.1 Unit members employed for the 2020-2021 school year shall receive an on schedule increase to all rates and schedules of two and one-half percent (2.5%), effective July 1, 2020:

14.2.2 Funding Measure Contingency: If, during the term of this collective bargaining agreement, any new local tax measure(s) are successfully passed and implemented that provide the District with additional revenue that may be used to fund increased compensation for certificated employees, the following compensation increase(s) shall occur:

14.2.2 (i) The Berkeley Unified School District (the "District") and the Berkeley Federation of Teachers ("BFT" or "Union") agree that in the event a special tax measure, is passed in the March 3, 2020 Berkeley election, ninety-five percent (95%) of the total available revenue shall be applied to all employee salaries, excluding unrepresented senior management employees under contract and employees paid solely by stipend.

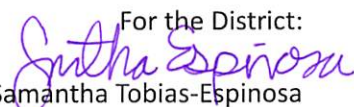
Unit members employed in the 2020-2021 fiscal year shall receive an anticipated ongoing salary increase of 7% of the 19-20 salary rate. This increase shall be calculated after the increase in 14.1.1 is added to the base salary. The increase derived from the new local measure shall continue for the term of the measure. The ongoing salary increase(s) under 14.2.2 shall be reflected on a separate salary schedule column in all relevant appendices beginning July 1, 2020.

14.2.2 (ii) If additional revenue under new local tax measure(s) is not received by the District in 2020-2021, the parties shall reopen bargaining on compensation for the 2020-2021 year.

14.2.3. The increase(s) provided under 14.2.1 and 14.2.2 are in addition to any increases agreed upon under Article 14.1.

14.2.4 For Summer School, the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2020.

For BFT: 
Matt Meyer
President

For the District:

Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

October 28, 2019

Article 14.12 Health Benefits

14.12.3

Effective January 1, 2020 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall be established at the following levels:

Employee Only: \$441.03 plus half of the amount in the Kaiser monthly premium for Plan Year 2020 only.

Employee Plus One: \$799.30 plus half of the amount in the Kaiser monthly premium for Plan Year 2020 only.

Employee Plus Two: \$1096.66 plus half of the amount in the Kaiser monthly premium Plan Year 2020 only.

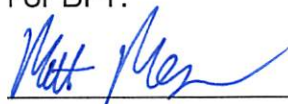
Effective January 1, 2021, the maximum District contribution to health benefits shall be established at the following levels:

Employee Only: The District contribution for the 2020 Plan Year plus, in Plan Year 2021 only, half of the amount of the Kaiser Employee Only monthly premium over Plan Year 2020.

Employee Plus One: The District contribution for the year 2020 Plan Year plus, in Plan Year 2021 only, half of the amount of the Kaiser Employee Plus One monthly premium over Plan Year 2020.

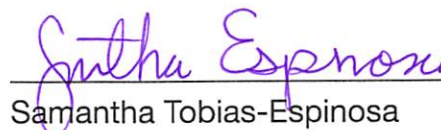
Employee Plus Two: The District contribution for the 2020 Plan Year plus, in Plan Year 2021 only, half of the amount of the Kaiser Employee Plus Two monthly premium over Plan Year 2020.

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

October 18, 2019

14.12.8 Health Benefits coverage shall go into effect ~~no later than the first contractual work day~~ as determined by the District's health benefit provider coverage agreement(s), for all bargaining unit members. New unit members must enroll themselves and their eligible dependents in benefit plans within sixty (60) days of the first date of hire. Insurance coverage will begin on the first day of the month following receipt of the enrollment form and original dependent documents, if applicable, to be photocopied in the Benefits office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 60 day enrollment deadline.

For the time period that BUSD is contracted with CalPERS, benefits coverage will go into effect no later than the first day of the month of the contractual work year after the date of hire, with a paperwork submission deadline of the 20th of the month prior. Employees submitting paperwork on or before the 20th of the month will have benefits coverage begin on the 1st of the following month.

For a new school year, if an employee is hired and paperwork is submitted any time before July 20th for the upcoming school year, their health benefits coverage would go into effect on August 1st.

For later hires, as an example, an employee hired and paperwork submitted on July 21st through August 20th, coverage would begin on September 1st.

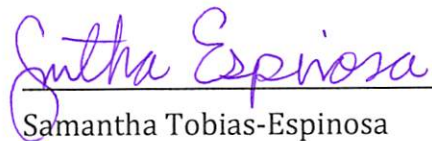
For the purposes of this article the "hire" date is the date the employee is on-boarded by the Human Resources Department and all required hiring paperwork is completed, fingerprints have cleared and the employment contract is signed.

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

October 28, 2019

Article 14.13 Health Benefits: Adult School

14.13.1 Adult School bargaining unit hourly teachers who have worked at least nine (9) hours per week for the Adult School as scheduled and reported by the Adult School Principal four weeks after the beginning of the first and second semester instructional days each year may enroll in a regular District health plan (medical or dental or both), and cash in lieu, ~~beginning the second year of employment.~~ The District will contribute an amount prorated to the weekly hourly teaching assignment to the health plan of choice. The prorated District contribution is based on a full time teaching equivalent of thirty (30) hours per week.

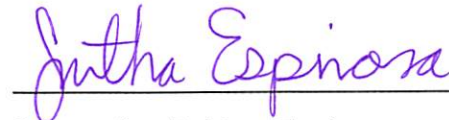
For BFT:



Matt Meyer

President

For District:



Samantha Tobias-Espinosa

Assistant Superintendent, HR

Tentative Agreement

October 28, 2019

Independent Study Restructure

Article 14.18 Other Provisions

Article 14.18.11

Beginning with the 2019-2020 school year all Independent Study teachers will be paid on the Salary Schedule for Middle and High School teachers (Salary Schedule 17). The hourly rates for Independent Study teachers in Appendices 11 and 12 will be eliminated. Should the number of students assigned to an Independent Study teacher be less than allowed by the ratio for their FTE, the administrator may assign other teaching duties and assignments to that teacher. The standard duty day (seven hours and 10 minutes) for Independent Study teachers shall be the same as for all other District teachers. However, to meet the scheduling needs of students, specific hours of work shall be mutually agreed upon between the teacher and the administrator. Independent Study teachers will receive one (1) period per day within the duty day for planning and preparation time. A full-time teaching equivalent will be thirty-five (35) hours and fifty (50) minutes per week.

Caseload Size per FTE

60 students = 1.0 FTE

48 students = 0.8 FTE

36 students = 0.6 FTE

24 students = 0.4 FTE

12 students = 0.2 FTE

~~Article 11.11 Independent Study~~

~~11.11 Independent Study~~

~~Independent Study hourly teachers shall be paid at the curriculum development rate for preparation and paperwork as follows:~~

~~Assignment Prep Time End of Quarter~~

~~29-30 hours 12 hours per month 15 hours~~

~~27-28 hours 12 hours per month 14 hours~~

~~25-26 hours 11 hours per month 13 hours~~

~~23-24 hours 11 hours per month 12 hours~~

~~21-22 hours 10 hours per month 11 hours~~
~~19-20 hours 10 hours per month 10 hours~~
~~17-18 hours 9 hours per month 9 hours~~
~~15-16 hours 9 hours per month 8 hours~~
~~13-14 hours 8 hours per month 7 hours~~
~~11-12 hours 8 hours per month 6 hours~~
~~9-10 hours 6 hours per month 5 hours~~
Article 14.12 Health Benefits

Article 14.12.7

~~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.

Article 14.14 Health Benefits: Independent Study

14.14 Health Benefits: Independent Study

Independent Study ~~hourly~~ teachers who work at least nine (9) hours per week may enroll in a regular District medical and dental plan beginning the first year of employment. For part-time Independent Study ~~hourly~~

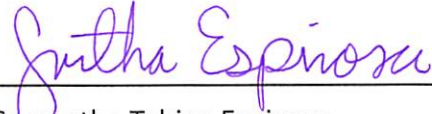
teachers, the District will contribute an amount prorated to the weekly hourly teaching assignment. Independent Study bargaining unit hourly teachers ~~who do not wish to be covered, or~~ who work at least nine (9) hours per week but are not eligible for CalPERS health benefits, may receive the District contribution as provided in District/BFT 14.12.7. The prorated District contribution is based on a full-time teaching equivalent of thirty (30) hours per week.

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

~~BUSD Proposal~~

October 28, 2019

Time: 9:45pm

Article 23: Expiration of Contract and Re-Openers

23.1 The parties agree that the term of this agreement shall be from July 1, 2019 through June 30, 2021.

23.2 Current Contract Language

23.3 The parties agree to start the meet and negotiate process for the subsequent agreement on or before March 15, 2021.

Each party must submit the initial proposals to the other party, in writing by February 28, 2021.

If the proposals are delivered by US Mail, they must be postmarked by February 28, 2021.

If new laws adopted by the Legislature, or provisions of the BSEP reauthorization adopted by the voters of the City of Berkeley in any November election impact on the terms and conditions of employment of this Agreement, either party may reopen with reasonable advance notice to the other party.

Matt Meyer
10/28/19

Jultha Espinosa
10/28/19

BERKELEY UNIFIED SCHOOL DISTRICT
BFT BARGAINING UNIT EXTRA COMPENSATION SCHEDULE
Tentative Agreement 10/28/2019
Effective 7/1/2019

APPENDIX 9

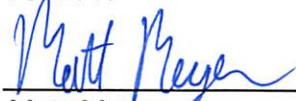
	FY 19	Changes	Per Diem Days
Counselor	\$2,141		9 days per year
BHS College/Career Advisor	\$2,141		9 days per year
BHS Small School/Program/Dept Teacher Leader	\$6,113		3 days per year
Middle School Department Leader	\$828		2 days per year
Curriculum Teacher Leader	\$1,933		
Psychologist Department Leader	\$828		2 days per year
Bilingual (Sp/English) School Psychologist	\$1,706		
Bilingual Assessment Teacher	\$1,706 for up to 15 assessments; \$1,948 for 16-20 assessments; \$2,187 for 21-25 assessments		
SST Coordinator	\$2,173		
Teacher in Charge	\$2,489		
B-PAR Consulting Teacher	\$3,880		
B-PAR Coordinator	\$4,140		10 days per year
B-PAR Panel Chairperson	\$2,739		
B-PAR Panel Member	\$1,744		
BTSA Support Provider	\$1,364		
National Board Teacher Certification	\$1,943		
National Board Psychologist Certification	\$1,943		
Doctorate Stipend	\$1,437		
CDC Head Start Stipend	\$910 for teachers with 1-10 H.S. students; \$1,364 for teachers with 11-16 H.S. students; \$1,819 for teachers who have 17-24 H.S. students; \$455 for teachers with less than 1.0 FTE		
Substitute Medical Stipend (80 Assignments)	\$986		
Substitute Medical Stipend (95 Assignments)	\$1,127		
Substitute Medical Stipend (110 Assignments)	\$1,269		
Substitute Medical Stipend (125+ Assignments)	\$1,410		
Production Director, BHS (Fall)	\$1,637		
Production Director, BHS (Spring)	\$1,637		
Director of Lighting, BHS (Fall)	\$818		
Director of Lighting, BHS (Spring)	\$818		

BERKELEY UNIFIED SCHOOL DISTRICT
BFT BARGAINING UNIT EXTRA COMPENSATION SCHEDULE
Tentative Agreement 10/28/2019
Effective 7/1/2019

APPENDIX 9

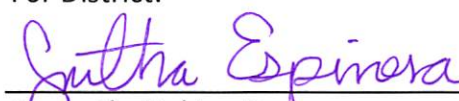
	FY 19	Changes	Per Diem Days
Technical Director, BHS (Fall)	\$1,349		
Technical Director, BHS (Spring)	\$1,349		
Director Choreography, BHS	\$818		
Director Costume Production (Fall)	\$818		
Director Costume Production (Spring)	\$818		
Instrumental Music Director, BHS	\$818		
Vocal Music Director, BHS	\$818		
Conductor, BHS	\$818		
1 Choral Music Teacher, BHS	\$818		
1 Pep Band Director, BHS	\$818		
1 Afro-Haitian Dance Production Teacher	\$818		
1 Dance Production Teacher, BHS	\$818		
1 Jazz Band Director	\$818		
3 Drama Teacher Middle (1 Production)	\$818		
3 Drama Teacher Middle (2 Productions)	\$965		
1 Forensic Coach, BHS	\$3,086		
3 Yearbook Teachers: Willard, Longfellow and B-Tech	\$966		per year each
1 Yearbook Teacher: King Middle	\$1,345		per year each
1 "Jacket" Teacher, BHS	\$1,637		per year each
3 School News Teachers Middle School	\$818		per year each
1 Yearbook Teacher, BHS	\$1,637		
Literature Magazine Teacher, BHS	\$1,316		
Athletic Director	\$3,780	moved from Appendix 10	
Guitar Teacher	\$818	added by 2017 MOU	
Interdisciplinary Art Exhibition Coordinator	\$818	new addition	
1 BHS Cheerleader Coach (Fall & Winter)	\$818	move to Appendix 10	

For BFT:



Matt Meyer
President

For District:



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Tentative Agreement

October 18, 2019

Appendix 11 and 12 – Substitute Daily Rates

Daily ————— \$153.00

10 – 19 Days ————— \$171.00

20 – 44 Days ————— \$191.00

Daily Rate: _____ Day 1 – 30 in any given academic year \$182.00*

Extended Daily Rate: _____ Day 31+ in any given year \$207.00*

Retired BUSD teachers shall be eligible for the Extended Daily Rate on the first day of substitute service.

Substitutes who work sixty (60) days or more in any given academic year shall continue at the Extended Daily Rate in the subsequent school year, provided the substitute works at least fifteen (15) days in each semester of the subsequent school year and in each consecutive semester worked thereafter as a substitute.

*The rates provided herein shall not increase by any bargained salary percentage increases otherwise applicable to all rates and schedules for the duration of this contract term of 2019-2021.

For BFT

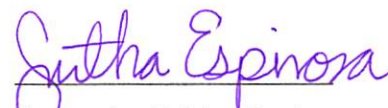


Matt Meyer,

President

Date: 10/28/19

For the District



Samantha Tobias-Espinosa,

Assistant Superintendent, HR

Date: 10/28/19

TENTATIVE AGREEMENT

October 9, 2019

14.6 Adult School Coordinator

14.6.1 Adult School Program Coordinator positions include Academic (**Adult Basic Education and Adult Secondary Education**) ~~Coordinator~~, ~~ESL Coordinators (ESL Evening Coordinator and ESL Daytime Coordinator)~~, **Independent Study Coordinator**, ~~Off-Site Life Long Learning (Older Adults)~~, **and Adults with Disabilities, Community Education, Career Technical Education** and such other coordinator positions which the District may designate on an as needed basis. **All open Adult School coordinator positions will be communicated to all Adult School teachers using the normal Adult School communication vehicles (mailboxes, email conference, etc.) before appointment by the Adult School Principal.** These positions will have a two-year term, and will be considered open upon the end of a term. If the designated employee steps down the position would be posted and filled for the completion of the two year term. All Adult School teachers should have the opportunity to express interest in a position.

14.6.2 Program Coordinator hours that are assigned on a regular basis will count toward health benefits per BFT/District section 14.12 and will count toward sick leave per BFT/District section 12.2.12.

14.6.3 Program Coordinator hours are are not considered teaching hours and therefore are not subject to the sixty-percent (60%) restriction imposed on Adult School teachers under State Ed Code 44929.25.

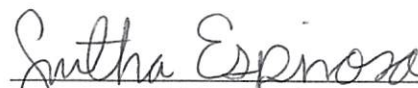
For BFT



Matt Meyer
President, BFT

Date: Oct 9, 2019

For the District



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Date: 10/9/19

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

Article 15.3 Formal Evaluations

Article 15.3.5

By mutual agreement between the teacher and principal/designee a permanent teacher receiving a traditional Summative Evaluation with an overall rating of “Distinguished” or “Proficient” and no rating of “Needs Improvement” in any standard, in the most recent evaluation cycle may participate in alternative evaluation procedures in his/her ~~their~~ subsequent evaluation year and in the next evaluation cycle. (For example, a teacher that received a traditional Summative Evaluation with an overall rating of “Distinguished” or “Proficient” and no rating of “Needs Improvement” in any standard in May of 2019 would be eligible to participate in an alternative evaluation in 2020-2021 and 2022-2023 with mutual agreement between the teacher and the principal/designee.)

Teachers who are in their first or second year of permanent status are eligible to do an alternative evaluation one time during Years 3-6 if they meet the criteria above with the mutual agreement between the teacher and the principal/designee .

Alternative evaluation procedures shall be determined by the B-PAR Panel and shall be in accordance with the Stull Act.




Matt Meyer, President BFT
Asst. Supt.



Samantha Tobias-Espinosa,

of Human Resources, BUSD



Date



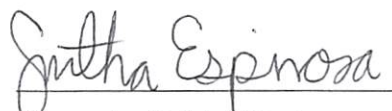
Date

Tentative Agreement
October 9, 2019

17.4.9 In order to implement the reduced workload provisions of this section, the teacher must make application to the Human Resources Department as early as possible but no later than April 15, prior to the start of the leave. All rules and regulations of the State Teachers' Retirement System will be followed by the teacher and the District. A reduced workload leave may be granted after the April 15 deadline, by mutual consent of the teacher and the District.



Matt Meyer, President BFT



Samantha Tobias-Espinosa,
Asst. Superintendent HR, BUSD



Date



Date

TENTATIVE AGREEMENT

October 9, 2019

APPENDIX 14: Berkeley Unified School District School Psychologist Salary Schedule 28 - 194 Days

Step	PPS Credential or Education Specialist Credential and BCBA		PPS and Board Certified Behavior Analyst	
	Annual	Per Diem	Annual	Per Diem
1	\$72,703	\$375	\$74,953	\$386
2	\$74,737	\$385	\$76,987	\$397
3	\$76,771	\$396	\$79,022	\$407
4	\$78,806	\$406	\$81,056	\$418
5	\$80,840	\$417	\$83,092	\$428
6	\$83,529	\$431	\$85,777	\$442
7	\$86,217	\$444	\$88,465	\$456
8	\$88,902	\$458	\$91,154	\$470
9	\$91,590	\$472	\$93,839	\$484
10	\$94,276	\$486	\$96,529	\$498
11	<u>\$97,104</u>	<u>\$501</u>	<u>\$99,424</u>	<u>\$513</u>
12	<u>\$100,017</u>	<u>\$516</u>	<u>\$102,406</u>	<u>\$528</u>

Adding Steps 11 & 12 at an additional 3% increase per step

Note Any overall increase to the unit would be applied to these rates.

For BFT

For the District



Matt Meyer
President, BFT

Date: 10/9/19



Samantha Tobias-Espinosa
Assistant Superintendent, HR

Date: 10/9/19

BFT Proposal
AB 119 Implementation
March 19, 2018

Article 5.1 – Information, Statistics and Records

5.1.3

~~The District shall provide the names and addresses of new teachers to authorized representatives of the Union by October 1st or within two (2) weeks of hire if hired after October 1st. Additionally, the Superintendent shall make available addresses of continuing teachers. Such information shall be made available unless the teacher, in writing, indicates such information shall not be released.~~ With the passage of Assembly Bill 119 in 2017, the District shall provide the Union with a form that includes any new employee's name; job title; home mailing address; work, home and personal cellular phone numbers; personal email address; FTE; Step & Column placement; and site or district assignment within 48 hours of the employee signing a contract. If the employee is assigned to Berkeley Adult School, the form will include the number of assigned hours of work per week, if available. This requirement will apply to any new substitute employee eligible under Article 2.1.7. Any time a BFT bargaining unit member is reactivated in the BUSD employee data system (currently QCC), BFT will get the same form for the reactivated employee.

5.1.4

~~The District shall provide the Union with school assignments of all teachers which includes current FTE and Step/Column placement.~~ The District shall provide the Union with the name; job title; home mailing address; work, home and personal cellular phone numbers; personal email address; FTE; Step & Column placement; Employee ID #; and site or district assignment for all employees in the bargaining unit on the first working day of October, February and June of each year. The District shall provide the Union with school assignment revisions by the first working day of October 1st or within two (2) weeks of any changes later in the year.

5.1.5

~~The District shall provide the Union with a list of all bargaining unit substitutes by July 15 which includes the number of assignments served for each substitute in the previous school year. In addition, the District shall provide the Union with an update bargaining unit sub list by October 1st which shows which bargaining units substitutes are currently active.~~ the District shall also provide the Union with a list of all substitutes and the number of assignments served for each substitute in the current school year on the first working day of December, February and April. Any substitute teacher who meets the criteria for bargaining unit status (see Article 2) shall notify the Union to obtain such status.

5.1.7

If the District provides new employee orientations for certificated employees that occur after the school year has begun, in whatever form they take, the District will provide the Union written notice of any at least ten (10) working days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials to any employee participating in such orientation. without the interference of management.

5.1.8

The District anticipates it shall provide a new employee orientation for K-12 certificated employees in August of each school year. Employees will be compensated for their time at the agreed upon rate for Summer Professional Development work. Union representatives shall be permitted to make a presentation at this orientation up to forty-five (45) minutes, and present written materials to any employee participating in this orientation, ~~without the interference of management.~~ If the Union is provided access to new employees at the lunch period of the orientation this requirement will be met if mutually agreed to by both parties. In the event the District determines not to provide a new employee orientation for K-12 certificated employees in August of each school year, it shall bargain with the Union over alternative access to new certificated employees.

5.1.9

Union representatives shall be permitted to make a presentation at the substitute teacher orientation under Article 14.11.14 up to forty-five (45) minutes, and present written materials to any employee participating in this orientation, ~~without the interference of management.~~

5.1.10

The District shall provide the Union with written notice at least three (3) working days prior to any individual or group event for the on-boarding of certificated employees. Representatives of the Union shall be permitted to make a brief presentation at any group on-boarding events.


5.1.11

The District shall provide a new employee orientation for Adult School employees at the first August Adult School Professional Development day, either prior to the start of the Professional Development day, or at the end, to be determined by the Union. New Adult School employees will be compensated for the time at the curriculum development rate for attending the new employee orientation. Union representatives shall be permitted to make a presentation at this orientation up to forty-five (45) minutes, and present written materials to any employee participating in this orientation, ~~without the interference of management.~~

5.1.12

The Human Resources Department shall distribute to all new unit members a packet of informational materials which shall be supplied by the Union.


For BFT:


Cathy Campbell
BFT, President

3/28/18

Date

For BUSD:


Evelyn Tamondong-Bradley
Assistant Superintendent

3/28/18

Date

TENTATIVE AGREEMENT

Berkeley Federation of Teachers

Date: _____

Time: _____

Article 10.6 Staff Development Days

10.6.1 Part-time teachers shall attend staff development days and submit a time sheet for hours in attendance beyond their part-time status (i.e. a fifty percent (50%) FTE teacher would submit a time sheet for all hours in attendance beyond three and one-half (3.5) hours). Part-time teachers will be paid for extra staff development day hours at the per diem rate. The intent of this language is that part-time teachers and full-time teachers are paid equally for the staff development days when part time teachers work the same number of hours as full time teachers on these work days. Part-time teachers will submit a timesheet with their extra FTE listed and "per diem" listed as the pay type.

For BFT

For the District



Cathy Campbell
President, BFT

5/28/19



Evelyn Tamondong-Bradley
Assistant Superintendent, HR

5/28/19

TENTATIVE AGREEMENT

Date: 4/26/19
Time: _____

12.6. Personal Necessity Leave

12.6.1 A teacher may use up to a maximum of nine (9) days of accumulated sick leave annually in cases of personal necessity listed in Section 12.6.2 below. Whenever possible, a request for this leave shall be made in writing to the immediate supervisor prior to taking the leave or in any event no later than twenty-four (24) hours following the start of the personal necessity leave. A teacher may be required to further substantiate the need for such leave.

12.6.2 Personal Necessity Leave may be used for reasons such as:

- Appointments to see a lawyer
- Wedding in the family
- Religious observance
- To attend professional conferences
- To attend an educational event for a minor child or dependent
- Emergencies
- Death of a member of the teacher's immediate family
- Serious or critical illness of a member of the immediate family
- Appearance in court as a litigant
- An occurrence of an accident involving the teacher's person or property or the person or property of a member of the immediate family
- In the case of death of a member of the teacher's immediate family, such leave may be in addition to normal bereavement leave.

It is understood that Personal Necessity Leave is for instances of personal need, not for recreational purposes, vacation, travel, or that which is related to activity for which the teacher may receive additional remuneration. The District may request the reason for Personal Necessity Leave days if there is reasonable doubt regarding this use.

12.6.3 In the event such Personal Necessity Leave absences extend beyond the nine (9) days available, additional approved absences shall be deducted from salary. The amount of the deduction shall be the number of working days absent times the daily rate of pay. The daily rate of pay for teachers shall be the annual salary divided by the number of days in the annual school year as defined in California Code of Regulations 13520.

12.18 Personal Leave

12.18.1 A teacher may use four (4) days of earned sick leave during the fiscal year for personal reasons. The leave may be taken in one-half (½) day or whole day increments. It is understood that Personal Leave days will not be used to extend District Holdiays, non-student **work day** or recesses or related to activity for which the teacher may receive additional remuneration.

12.18.2 Teachers intending to take such personal leave shall notify the site administrator prior to taking the leave.

12.18.3 Each day of personal leave take pursuant to this section shall reduce the maximum number of days of sick leave the teacher may use for personal necessity leave under section 12.6 (e.g. a teacher taking four (4) days of personal leave could use a maximum of five days of sick leave for personal necessity leave). The aggregate amount of personal leave and personal necessity leave taken shall not exceed nine (9) days annually.

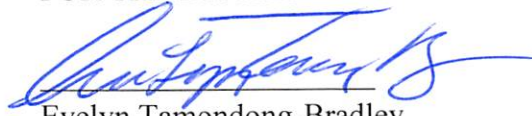
FOR BFT



Cathy Campbell
President, BFT

4/26/19

FOR THE DISTRICT



Evelyn Tamondong-Bradley
Assistant Superintendent , HR

TENTATIVE AGREEMENT

Berkeley Federation of Teachers

Date: _____

Time: _____

Article 13.4 State Pre-School and Early Childhood Education

13.4.5 Preschool Integrated General Ed/Special Ed classes taught by a credentialed special education teacher shall have no more than fifteen (15) students, with no more than eight (8) of those students having IEPs. ~~Students with Speech Only IEPs shall be regarded as general education students for purposes of this section.~~

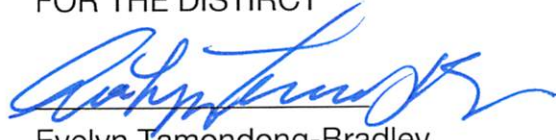
FOR BFT



Cathy Campbell
President, BFT

4/26/19

FOR THE DISTRICT



Evelyn Tamondong-Bradley
Assistant Superintendent, HR

4/26/19

TENTATIVE AGREEMENT

District Proposal – Article 15.4 (Rev.)

Date: 5/28/19

Time: _____


15.4 Formative Observations

- 15.4.1 Tenured teachers shall receive at least two (2) formative observations per year. Temporary contract, probationary teachers, potential B-PAR referred teachers, and B-PAR referred teachers shall receive at least three (3) formative observations per year. At least two (2) formative observation visits shall take place by February 15, except this deadline is extended until five (5) working days after the teacher returns from any absence that occurs after January 10th of the evaluation year. For teachers receiving a minimum of three (3) observations per year, the third formative observation shall take place by April 15, except this deadline is extended until five (5) working days after the teacher returns from any absence that occurs after March 10th of the evaluation year.
- 15.4.2 Each Formative Observation visit shall be a minimum of twenty (20) continuous minutes. At the teacher's request, the teacher has the prerogative of postponing one (1) Formative Observation visit. Such postponement must be requested prior to or at the very beginning of the visit.
- 15.4.3 Each Formative Observation visit shall be followed by a post observation conference where the teacher shall receive a copy of his/her Formative Observation report (Form B). The post observation conference shall include a discussion of the Formative Observation visit.
- 15.4.4 Each post observation conference shall be held within the following five (5) working days after each Formative Observation visit unless extenuating circumstances prevail or mutual agreement between the principal/designee and the teacher on an alternative time is reached. "Extenuating circumstances" includes the absence of the teacher or evaluator, in which case the post observation conference shall occur within (5) five working days after the absence ends.


[The District reserves the right to make additional proposals in this Article.]

For BFT:


Cathy Campbell
President


Date

For the District:


Evelyn Tamondong-Bradley
Assistant Superintendent


Date

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

14.7 Placement on K-12 Salary Schedule

14.7.1 New teachers hired by the District shall be given year for year credit for all comparable teaching experience up to a maximum of fifteen (15) years for those hired beginning in 2019-2020, sixteen (16) years for those hired in 2020-2021, and seventeen (17) years for those hired in 2021-2022 and thereafter.

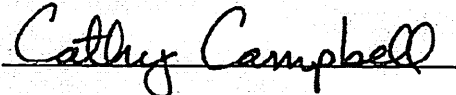
14.7.1 (i) Effective July 1, 2019, current eligible employees for step advancement who were placed on Step 12 for the first time during the 2018-2019 school year, will move to Step 13, and make annual step progression each July 1st thereafter.

14.7.1 (ii) Effective July 1, 2019, current eligible employees for step advancement who were placed on Step 12 for the 2017-2018 and 2018-2019 school years, will move to Step 14 and make annual step progression each July 1st thereafter.

14.7.1 (iii) Effective July 1, 2019, current eligible employees for step advancement who were placed on Step 12 for the 2016-2017, 2017-2018 and 2018-2019 school years will move to Step 15 and make annual step progression each July 1st thereafter.

14.7.1 (iv) Effective July 1, 2019, current eligible employees for step advancement who were placed on Step 12 for the 2015-2016, 2016-2017 and 2017-2018 school years, and are currently on Step 13 in the 2018-2019 school year will move to Step 15 and make annual step progression each July 1st thereafter.

For BFT:



Cathy Campbell,
President

5/28/19
Date

For the District



Evelyn Tamondong-Bradley,
Assistant Superintendent

May 28, 2019
Date