

BFT, Bargaining Summary

May, 2021

Scheduled Dates

Monday 5/3 3-5 pm

Tuesday 5/4 2-4 pm

Monday 5/10 3-5 pm

Friday 5/14 3-5 pm

Friday 5/21 3-5 pm

Monday 5/24 9:30 am-5 pm

Wednesday 5/26 9:30-10:30 am

BFT Package

TA Contents
Wages - Accepted
Health Benefits - Accepted
Hourly Teaching Rate Accepted
ECE Salary Raise Accepted ECE Steps - Accepted
BCLAD Stipend - Accepted
Middle School Advisory Accepted
CEC Assessment & Caseload - Accepted
Bilingual Psych/SLP Stipend - Accepted
SLP Supervisor & TIP Support Provider Accepted
NBC Stipend - Accepted
Evaluation - Accepted
Music - Accepted
Absence Reporting - Accepted
Student Information System - Accepted
School Based Subs Counter - Accepted
Expiration of Contract -Accepted

TA – Art. 14 Compensation

14.1 Wages for 2021-2022:

14.1.1 Unit members employed for the 2021-2022 school year shall receive an on schedule increase to all rates and schedules of one 1% effective July 1, 2021.

Unit members employed for the 2021-2022 school year shall receive an off schedule one-time payment of three 3.5% effective July 1, 2021.

Matt Meyer_____

Matt Meyer, BFT President

May 26, 2021_____

Date

Samantha Tobias-Espinosa_____

Samantha Tobias-Espinosa , Assistant
Superintendent, BUSD

May 26, 2021_____

Date

TA - Article 14.12 Health Benefits

14.12.3

Effective January 1, 2022 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: \$463.73 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

Employee Plus One: \$844.69 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

Employee Plus Two: \$1155.67 plus half of the increase in the Kaiser monthly premium Plan Year 2022 only.

14.12.10 Health Benefits: State Pre-School and Early Childhood Education

Effective January 1, 2022 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: \$663.73 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

Employee Plus One: \$1,035.69 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

Employee Plus Two: \$1,355.67 plus half of the increases in the Kaiser monthly premium Plan Year 2022 only.

Matt Meyer
Matt Meyer, BFT President

May 24, 2021
Date

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assistant
Superintendent, BUSD
May 24, 2021
Date

TA – Art. 14 Compensation

14.1 Wages for 2021-2022:

14.1.3 For the 2021-2022 school year only, to mitigate impacts of COVID, effective July 1, 2021, the hourly rate for K-12 teaching shall be \$50.

Matt Meyer

Matt Meyer, BFT President

May 24, 2021 _____

Date

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May 24, 2021 _____

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TA: ECE Raise

14.4 Early Childhood Education Program

14.4.7 Effective July 1, 2021, the current salary schedule for Early Childhood Teachers shall increase by 4.5%.

*Matt Meyer*_____

Matt Meyer, BFT President

May 24, 2021_____

Date

*Samantha Tobias-Espinosa*_____

Samantha Tobias-Espinosa , Assistant
Superintendent, BUSD

May 24, 2021_____

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TA - 2 Steps ECE Salary Schedule

CHILD DEVELOPMENT TEACHERS				
Column	I	II	III	IV
	60 Units	BA	BA+24	BA+36
Steps				
1	\$ 37,750	\$ 40,232	\$ 40,289	\$ 45,678
2	\$ 40,235	\$ 43,040	\$ 42,758	\$ 48,322
3	\$ 43,040	\$ 45,678	\$ 45,233	\$ 50,963
4	\$ 45,678	\$ 48,322	\$ 47,706	\$ 53,606
5	\$ 48,322	\$ 50,963	\$ 50,179	\$ 56,248
6	\$ 50,963	\$ 53,606	\$ 52,652	\$ 58,897
7	\$ 53,606	\$ 56,248	\$ 55,132	\$ 61,535
8	\$ 56,248	\$ 58,897	\$ 57,601	\$ 64,178
9	\$ 58,890	\$ 61,541	\$ 60,074	\$ 66,821
10	\$ 61,532	\$ 64,185	\$ 62,547	\$ 69,464
Accepted				

Matt Meyer_____

Matt Meyer, BFT President

Samantha Tobias-Espinosa__

Samantha Tobias-Espinosa , Assistant Superintendent, BUSD

May 24, 2021_____

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May 24, 2021_____

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TA: BCLAD Stipend

Appendix 11 and 12:

BCLAD Stipend: \$3000

Matt Meyer _____

Matt Meyer, BFT President

May 24, 2021 _____

Date

Samantha Tobias-Espinosa _____

Samantha Tobias-Espinosa , Assistant
Superintendent, BUSD

May 24, 2021 _____

Date

TA - Middle School Advisory

New Language:

Middle School teacher work assignments may additionally include one (1) advisory period up to five (5) days per week between twenty (20) and forty-five (45) minutes in length approved and designed by the school's Leadership Team in collaboration with the Principal, provided there is either consensus among teachers or a majority vote of the Leadership Team to implement such advisory. Part-time teachers 0.6 FTE or less will have advisory only if it is contained in their duty day. During their advisory period, teachers:

a. will be responsible for supervising students;

b. will not be responsible for planning lessons or grading work;

c. may provide targeted instruction/intervention; and

d. will be provided with lesson plans. Teacher/Counselor volunteers will be paid the curriculum development rate to produce lesson plans at the rate of two (2) Curriculum Development hours for each hour of advisory produced. Up to three (3) volunteers per site can be part of the advisory team. In the event it is required the District will work collaboratively to provide a curriculum or lesson plans for advisory.

The District or BFT may withdraw their consent to the forgoing provisions by providing written notification by February for the change to take effect for the next school year.

__Matt Meyer__

Matt Meyer, BFT President

Samantha Tobias-Espinosa__

Samantha Tobias-Espinosa , Assistant Superintendent, BUSD

_May 24, 2021__

Date

May 24, 2021__

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TA: CEC Mod/Severe Designation

13.6.5 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. For the purposes of assessment demands the Counseling Enriched Classrooms at the High School level are considered a moderate/severe program.

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 a contracted mental health organization support similar to the contract in force at the school site Cragmont, King Middle, Longfellow Middle and Berkeley High School as of the signing of this agreement.

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.

Matt Meyer

Matt Meyer, BFT President

Samantha Tobias-Espinosa

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May 24, 2021

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TA: SLP Bilingual Stipend

Appendix 13:

SLP Bilingual Stipend: \$2000

Bilingual School Psychologist Stipend: \$2000

*Matt Meyer*_____

Matt Meyer, BFT President

May 24, 2021_____

Date

*Samantha Tobias-Espinosa*__

Samantha Tobias-Espinosa , Assistant
Superintendent, BUSD

May 24, 2021_____

Date

TA: Appendix 9 TIP Support Provider and SLP Supervisor

Appendix 9:

TIP Support Provider: \$1600

SLP Mentor: \$1600

*Matt Meyer*_____

Matt Meyer, BFT President

May 24, 2021_____

Date

*Samantha Tobias-Espinosa*_____

Samantha Tobias-Espinosa, Assistant
Superintendent, BUSD

May 24, 2021_____

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TA - National Board Certification

14.18.9 National Board Certification

Bargaining unit members who complete the process to become a National Board Certified Teacher (NBCT) or a Nationally Certified School Psychologist (NCSP) shall be reimbursed for the fees to obtain said certification. The District shall not be liable for any application processing charges, initial fees or assessment fees where the candidate voluntarily withdraws from the process. All reimbursements shall be net of any financial aid or grant the teacher receives for these fees. A copy of the receipts shall be provided to the District. ~~The first twenty-five (25)~~ teachers holding National Board Certification or Nationally Certified School Psychologists (NCSPs) shall receive an annual stipend listed in Appendix 9.

Matt Meyer
Matt Meyer, BFT President

May 24, 2021 _____
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Samantha Tobias-Espinosa _____
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TA: Evaluations Every 5 Years

15.3.2 Permanent status teachers shall be provided at minimum with an evaluation every other year. Permanent status teachers who have been employed at least ten (10) years with the District and who received a Summative Evaluation with an overall rating of “Distinguished” or “Proficient” in their previous evaluation shall be provided with an evaluation every five (5) years by mutual agreement between the teacher and principal/designee. The teacher or principal/designee may withdraw consent at any time.

Matt Meyer

Matt Meyer, BFT President

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TA: Music

11.12 Music Teachers

11.12.1 By mutual consent between the District and the Union, the following shall apply for music teachers who provide one (1) or more preparation periods:

- a. The duty day shall not exceed eight (8) consecutive hours per day, including a thirty (30) minute duty-free lunch period; or thirty-five (35) hours and fifty (50) minutes per week, minus thirty (30) minutes for each day that week that does not include a lunch period. If the duty day is five (5) hours or less, it will not include a lunch period. If the duty day is between five (5) and six (6) hours, it will include a thirty (30) minute duty-free lunch period unless waived by mutual consent of the District and the teacher. If the duty day is longer than six (6) hours, it will include a thirty (30) minute duty-free lunch period. This paragraph supersedes section 11.1.1 of this Agreement.
- b. Instructional minutes provided by the teacher will not exceed three hundred (300) minutes per day.
- c. The teacher shall be provided with weekly preparation time during the student day that is equivalent to the amount provided to classroom teachers in grades 1-5. Such preparation time will be provided in increments of at least thirty (30) minutes.
- d. During the normal duty day exclusive of the lunch period and of preparation time, teachers traveling to two (2) or more campuses shall be allowed at least thirty (30) minutes to travel, park, and prepare for the subsequent work assignment.
- e. All provisions of Article 11 not expressly modified by this section shall continue to apply.

11.12.2 The District or BFT may withdraw their consent to the forgoing provisions by providing written notification by February for the change to take affect for the next school year.

Matt Meyer
Matt Meyer, BFT President

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021
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TA - Reporting of Absences

12.16 General Provisions

12.16.1 All leave requests pursuant to the provisions of this Agreement shall be made in writing.

12.16.1.a Unit members holding positions or portions of positions which normally require substitutes must notify the Substitute Management System no later than one (1) hour prior to the first working hour of the first day absent and in no case later than 8:00 a.m., except in case of an emergency.

12.16.1.b Unit members holding positions which do not normally require substitutes shall notify the Substitute Management System no later than one (1) hour prior to the first working hour of the first day absent, except in case of an emergency.

12.16.1.c The intent of this section is that the unit member will notify the District of a pending absence so that the District has a reasonable amount of time to arrange for substitute coverage and so that the unit member's leave balance can be properly deducted.

Matt Meyer_____

Matt Meyer, BFT President

May 24, 2021_____
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Samantha Tobias-Espinosa_____

Samantha Tobias-Espinosa , Assistant Superintendent, BUSD

May 24, 2021_____
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TA: Student Information System 5.14.21
Article 11.9.7, Hours of Employment

Student Information System

11.9.7 Unit members at ~~secondary~~ school sites with District-provided information software will be expected to update and make consistently visible to parents and others through the District-provided software the student grades which include, but are not limited to, marking period grades, assignment grades, and assessment scores. Student grades shall be updated at least twice a month, with a minimum of seven school days between updates in at least one case per month. If the District transitions to an new information system ~~that is not Power School~~, the district will make available training so that teachers can complete this requirement. Teachers will have three weeks to update the gradebook from the beginning of the year. this requirement will be suspended for the first semester while training is provided. The parties agree that the current practice of inputting elementary assessments into the student information system shall not change.

Matt Meyer

Matt Meyer, BFT President

May 24, 2021

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Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

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14.11.15 Temporary School-Based Substitutes

In any year when the District is able to fund Temporary School-Based Substitute positions, the following provisions will apply:

If a Temporary School-Based Substitute has been assigned to a site, teachers are expected to follow the District absence reporting procedures.

- a. Substitute teachers who are assigned as Temporary School-Based Substitute will work at school sites assigned by the District.
- b. The school principal is responsible for assigning the Temporary School-Based Substitute to any absence at that school site, or to other school functions that require a substitute.
- c. The District will make every effort to maintain each Temporary School-Based Substitute to only one school site.
- d. Temporary School-Based Substitutes will be paid on the K-12 teacher salary schedule and will have the same rights and benefits as other temporary contract teachers. They will be required to hold a valid Preliminary or Clear Teaching Credential.
- e. Evaluation procedures for Temporary School-Based Substitutes will be developed in collaboration between the District and the Union.

Matt Meyer
Matt Meyer, BFT President

May 24, 2021
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Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assistant
Superintendent, BUSD

May 24, 2021
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TA Article 23. EXPIRATION OF CONTRACT AND RE-OPENERS

23.1 The parties agree that the term of this Agreement shall be from July 1, 2021 through June 30, 2022.

23.3 The parties agree to start the meet and negotiate process for the subsequent Agreement on or before March 15, 2022.

Each party must submit the Initial Proposals to the other party, in writing by February 28, 2022.

If the proposals are delivered by U.S. mail, they must be postmarked by February 28, 2022.

Matt Meyer

Matt Meyer, BFT President

May 26, 2021

Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 26, 2021

Date