

**AB 1200**

**June 2021**

**BFT**

# Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Federation of Teachers

The Governing Board will take action on: 6/9/2021

## E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY 2020-21	FY 2021-22	FY 2022-23
<b>Revenues</b>			
LCFF Revenue Sources	95,824,533	95,835,097	91,400,771
Federal Revenue	14,402,905	14,402,905	14,402,905
Other State Revenue	8,002,712	6,145,878	6,145,878
Local Revenue	11,070,364	8,690,102	8,690,102
Other Financing Sources	3,200,000		
Other Adjustments			
<b>Total Revenue</b>	<b>132,500,514</b>	<b>125,073,982</b>	<b>120,639,656</b>
<b>Expenditures</b>			
Certificated Salaries	61,454,914	61,454,914	60,471,719
Step & Column Adjustment		614,549	604,717
<b>Settlement-Related Costs (+/-)</b>		<b>(1,597,744)</b>	
Other Adjustments			
<b>Total Certificated Salaries</b>	<b>61,454,914</b>	<b>60,471,719</b>	<b>61,076,436</b>
Classified Salaries	22,666,434	22,666,434	23,269,361
Step & Column Adjustment		602,927	618,965
<b>Settlement-Related Costs (+/-)</b>			
Other Adjustments			<b>(9,000,000)</b>
<b>Total Classified Salaries</b>	<b>22,666,434</b>	<b>23,269,361</b>	<b>14,888,326</b>
Employee Benefits	27,078,911	26,730,837	30,370,423
<b>Settlement-Related Costs (+/-)</b>		<b>(373,202)</b>	
Books & Supplies	5,861,086	6,796,820	6,481,204
Services, Other Operating Exp	28,401,435	27,285,800	26,218,387
Capital Outlay	58,450	273,825	260,385
Other Outgo (Excluding Transfers of Indirect Costs)	0		
Other Outgo - Transfers of Indirect Costs	(2,801,277)	(2,806,020)	(2,834,249)
Other Financing Uses	2,076,110	2,076,110	2,076,110
Other Adjustments	(15,510,299)	(15,510,299)	(15,510,299)
<b>Total Expenditures</b>	<b>129,285,764</b>	<b>128,214,951</b>	<b>123,026,723</b>
<b>Net Increase(Decrease) in Fund Balance</b>	<b>3,214,751</b>	<b>(3,140,969)</b>	<b>(2,387,067)</b>
Beginning Fund Balance	5,454,118	8,668,869	5,527,899
Audit Adjustments/Restatements	0		
<b>Ending Balance</b>	<b>8,668,869</b>	<b>5,527,899</b>	<b>3,140,832</b>
<b>Components of Ending Balance</b>			
Revolving & Stores			
Restricted Balance & Other Designations	1,548,162		
Required Reserve	4,343,882		
Unrestricted Balance (Incl Revolving)	2,776,825	5,527,899	3,140,832
<b>ADA Assumption:</b>	<b>9,409</b>	<b>9,409</b>	<b>9,409</b>
Comments (Major changes):			
Funded on 2019-20 ADA for 2020-21. Budget reductions at second interim projected at 9 million Revised after May Revise			

# Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

## F. State Reserve Standard

### 1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	129,285,764	128,214,951	123,026,723
b. Required Reserve Percentage (REU) for this District	3.00%	3.00%	3.00%
c. REU Amount:	\$ 3,878,573	\$ 3,846,449	\$ 3,690,802

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Unrestricted REU	\$ 4,343,882	\$ -	\$ -
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 2,776,825	\$ 5,527,899	\$ 3,140,832
c. Special Reserve Fund 17- REU	\$ 3,921,000	\$ 3,921,000	\$ 3,921,000
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 11,041,707	\$ 9,448,899	\$ 7,061,832

### 3. Has the minimum state-required reserve been met?

Yes

Yes

Yes

If NO, how do you plan to restore your reserves?

The above schedule does not include anticipated expenditures. The MYP and budget will be revised whe the District adopts their budget on June 23, 2021

### 4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

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**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Berkeley Unified School District**

Name of Bargaining Unit: **Berkeley Federation of Teachers**

The Governing Board will take action on: **6/9/2021**

**D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of:	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 92,824,533	\$ 3,000,000	\$ -	\$ 95,824,533
Federal Revenue (8100-8299)	\$ 9,402,905	\$ 5,000,000	\$ -	\$ 14,402,905
Other State Revenue (8300-8599)	\$ 8,002,712	\$ -	\$ -	\$ 8,002,712
Other Local Revenue (8600-8799)	\$ 11,070,364	\$ -	\$ -	\$ 11,070,364
<b>Total Revenues</b>	<b>\$ 121,300,514</b>	<b>\$ 8,000,000</b>	<b>\$ -</b>	<b>\$ 129,300,514</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 59,186,239	\$ 2,048,675	\$ 220,000	\$ 61,454,914
Classified Salaries (2000-2999)	\$ 22,666,434	\$ -	\$ -	\$ 22,666,434
Employee Benefits (3000-3999)	\$ 26,536,582	\$ 446,329	\$ 96,000	\$ 27,078,911
Books and Supplies (4000-4999)	\$ 5,861,086	\$ -	\$ -	\$ 5,861,086
Services & Operating Expenses (5000-5999)	\$ 28,401,435	\$ -	\$ -	\$ 28,401,435
Capital Outlay (6000-6599)	\$ 58,450	\$ -	\$ -	\$ 58,450
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (2,801,277)	\$ -	\$ -	\$ (2,801,277)
<b>Total Expenditures</b>	<b>\$ 139,908,949</b>	<b>\$ 2,495,004</b>	<b>\$ 316,000</b>	<b>\$ 142,719,953</b>
Operating Surplus (Deficit)	\$ (18,608,435)	\$ 5,504,997	\$ (316,000)	\$ (13,419,439)
Other Sources and Transfers In (8910-8979)	\$ 3,200,000	\$ -	\$ -	\$ 3,200,000
Other Uses and Transfers Out (7610-7699)	\$ 1,520,508	\$ 555,602	\$ -	\$ 2,076,110
Contributions (8980-8999)	\$ 15,510,299	\$ -	\$ -	\$ 15,510,299
Current Year Increase (Decrease) In Fund Balance	\$ (1,418,644)	\$ 4,949,395	\$ (316,000)	\$ 3,214,751
Beginning Balance	\$ 5,454,118			\$ 5,454,118
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 4,035,474	\$ 4,949,395	\$ (316,000)	\$ 8,668,869
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 877,495	\$ 2,622,048	\$ -	\$ 3,499,543
Reserved for Economic Uncertainties (9789)	\$ 4,242,884	\$ 91,518	\$ 9,480	\$ 4,343,882
Designated Amounts (9775-9780)	\$ (1,951,381)	\$ -	\$ -	\$ (1,951,381)
Unappropriated Amounts - Unrestricted (9790)	\$ 866,476	\$ -	\$ -	\$ 866,476
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves Percentage	3.61%			3.60%
Comments (Major changes):				



**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Berkeley Unified School District**

Name of Bargaining Unit: **Berkeley Federation of Teachers**

The Governing Board will take action on: **6/9/2021**

**D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: Jan 1, 2021	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 9,402,905	\$ 5,000,000	\$ -	\$ 14,402,905
Other State Revenue (8300-8599)	\$ 6,145,878	\$ -	\$ -	\$ 6,145,878
Other Local Revenue (8600-8799)	\$ 8,690,102	\$ -	\$ -	\$ 8,690,102
<b>Total Revenues</b>	<b>\$ 24,238,885</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ 29,238,885</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 11,267,355	\$ 1,597,744	\$ -	\$ 12,865,099
Classified Salaries (2000-2999)	\$ 8,137,408		\$ -	\$ 8,137,408
Employee Benefits (3000-3999)	\$ 6,657,836	\$ 348,074	\$ -	\$ 7,005,910
Books and Supplies (4000-4999)	\$ 4,221,183		\$ -	\$ 4,221,183
Services & Operating Expenses (5000-5999)	\$ 19,155,347		\$ -	\$ 19,155,347
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)		\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 476,094	\$ -	\$ -	\$ 476,094
<b>Total Expenditures</b>	<b>\$ 49,915,223</b>	<b>\$ 1,945,818</b>	<b>\$ -</b>	<b>\$ 51,861,041</b>
Operating Surplus (Deficit)	\$ (25,676,338)	\$ 3,054,183	\$ -	\$ (22,622,156)
Other Sources and Transfers In (8910-8979)			\$ -	\$ -
Other Uses and Transfers Out (7610-7699)		\$ 432,135	\$ -	\$ 432,135
Contributions (8980-8999)	\$ 25,242,538	\$ -	\$ -	\$ 25,242,538
Current Year Increase (Decrease) In Fund Balance	\$ (433,800)	\$ 2,622,048	\$ -	\$ 2,188,248
Beginning Balance	\$ 1,311,295			\$ 1,311,295
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 877,495	\$ 2,622,048	\$ -	\$ 3,499,543
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 877,495	\$ 2,622,048	\$ -	\$ 3,499,543
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -			\$ -
Comments (Major changes):				

# Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Federation of Teachers

The Governing Board will take action on: 6/9/2021

## D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board- Approved Budget Before Settlement As of: January 31, 2021	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 92,824,533	\$ 3,000,000	\$ -	\$ 95,824,533
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 1,856,834	\$ -	\$ -	\$ 1,856,834
Other Local Revenue (8600-8799)	\$ 2,380,262	\$ -	\$ -	\$ 2,380,262
<b>Total Revenues</b>	<b>\$ 97,061,629</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ 100,061,629</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 47,918,884	\$ 450,931	\$ 220,000	\$ 48,589,815
Classified Salaries (2000-2999)	\$ 14,529,026	\$ -	\$ -	\$ 14,529,026
Employee Benefits (3000-3999)	\$ 19,878,746	\$ 98,255	\$ 96,000	\$ 20,073,001
Books and Supplies (4000-4999)	\$ 1,639,903	\$ -	\$ -	\$ 1,639,903
Services & Operating Expenses (5000-5999)	\$ 9,246,088	\$ -	\$ -	\$ 9,246,088
Capital Outlay (6000-6599)	\$ 58,450	\$ -	\$ -	\$ 58,450
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (3,277,371)	\$ -	\$ -	\$ (3,277,371)
<b>Total Expenditures</b>	<b>\$ 89,993,726</b>	<b>\$ 549,186</b>	<b>\$ 316,000</b>	<b>\$ 90,858,912</b>
Operating Surplus (Deficit)	\$ 7,067,903	\$ 2,450,814	\$ (316,000)	\$ 9,202,717
Other Sources and Transfers In (8910-8979)	\$ 3,200,000	\$ -	\$ -	\$ 3,200,000
Other Uses and Transfers Out (7610-7699)	\$ 1,520,508	\$ 123,467	\$ -	\$ 1,643,975
Contributions (8980-8999)	\$ (9,732,239)	\$ -	\$ -	\$ (9,732,239)
Current Year Increase (Decrease) In Fund Balance	\$ (984,844)	\$ 2,327,347	\$ (316,000)	\$ 1,026,503
Beginning Balance	\$ 4,142,823			\$ 4,142,823
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 3,157,979	\$ 2,327,347	\$ (316,000)	\$ 5,169,326
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 4,242,884	\$ 91,518	\$ 9,480	\$ 4,343,882
Designated Amounts (9775-9780)	\$ (1,951,381)	\$ -	\$ -	\$ (1,951,381)
Unappropriated Amounts (9790)	\$ 866,476			\$ 2,776,825
Comments (Major changes):				
Reserve for Economic Uncertainties is in Fund 17				



# Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Federation of Teachers

Certificated or Classified: Certificated

The proposed agreement covers the period beginning: 7/1/2021 (date) and ending: 6/30/2022 (date)

The Governing Board will take action on: 6/9/2021 (date)

Letter requested from Alameda County Office of Education? No (indicate yes or no)

## A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) FY 2021-22	Increase/(Decrease) FY 2022-23	Increase/(Decrease) FY 2023-24
1.	<b>Salary Schedule</b> (Including Step & Column)	\$ 62,447,910	\$ 552,077	\$ 557,598	\$ 563,174
			0.88%	0.89%	0.89%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.			\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b> (Listed on Line 2 above)				
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 19,878,746	\$ 120,576	\$ 130,222	\$ 140,640
			0.61%	0.65%	0.70%
4.	<b>Health/Welfare Increases</b>	\$ -		\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Cost of Negotiated Settlement</b> (Add Items 1 through 4 to equal 5)	\$ 82,326,656	\$ 672,653	\$ 687,820	\$ 703,814
			0.82%	0.83%	0.84%
6.	<b>Total number of represented Employees (Use FTEs)</b>	778	780	785	787
7.	<b>Total Compensation Average Cost per Employee</b>	\$ 105,818	\$ 862	\$ 876	\$ 894



# ***Public Disclosure of Collective Bargaining Agreement***

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Federation of Teachers

The Governing Board will take action on: 6/9/2021

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## **B. Narrative Description of Agreement**

8. **What was the negotiated percentage increase that was approved?** For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

One percent on-going and three and a half percent bonus for all employees

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

For Child Development on Fund 12

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

11. **Proposed negotiated changes in non-compensation items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Summary of changes attached - includes CEC Assessment and Caseload, Evaluation, Absence Reporting, Student Information System and School based subs counter

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

Reopeners begin March 15, 2022

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

# Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Federation of Teachers

The Governing Board will take action on: 6/9/2021

## C. Source of Funding for Proposed Agreement

### 14. Source of Funding for Proposed Agreement

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

Off schedule settlement will be paid for by one-time funding (COVID)

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (I.e., what will allow the district to afford this contract on an ongoing basis)?

LCFF funding

### 15. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

None

### 16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)? "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

### 17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (15,510,299)	Interfund transfers
2nd Subsequent Year	\$ (24,510,299)	Interfund transfers

Additional Explanation (if necessary)

Budget reduction of \$9 million in year 3 will be revised based on Adopted Budget

Berkeley Unified School District **School District**  
Public Disclosure of Collective Bargaining Agreement  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**CERTIFICATE OF AFFORDABILITY**

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

**The District projects the total monetary cost of the settlement to be as follows:**

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	1,100,000	1,111,000	1,122,110	3,333,110
On-going	3,700,000	-	-	3,700,000
Total	4,800,000	1,111,000	1,122,110	7,033,110

**Please check one of the following:**

- ☐ No budget revisions are necessary for the District to afford this settlement.
- ☒ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

*Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).*

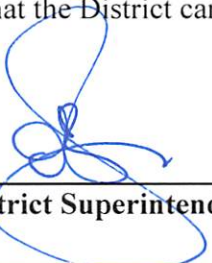


Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
LCFF additional funding May Revise	4,021,437	(1,592,445)	2,644,751
One time funding	3,700,000		
Budget Reductions		4,000,000	
Expenditures/Other Financing Uses			
Increased salary costs	4,800,000	1,111,000	1,122,110
Ending Fund Balance Increase (Decrease)	2,921,437	1,296,555	1,522,641

Please review the above and sign below:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Berkeley Unified School District School District hereby certify that the District can meet the costs incurred under the Collective Bargaining



District Superintendent (Signature)

6/11/2021

Date

Brent Stephens

District Superintendent (Type Name)



Chief Business Official (Signature)

6/11/2021

Date

Pauline Follansbee


Chief Business Official (Type Name)

**Berkeley Unified School District    School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**Certification of Board Action**

*The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.

  
\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

\_\_\_\_\_  
11-Jun-21  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 6/9/2021, took action to approve the proposed Agreement with the Berkeley Federation of Teachers Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

\_\_\_\_\_  
16-Jun-21  
Date

**Special Note:** The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

TAs



**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***District*

TA Contents	
① <u>Wages</u> - Accepted	\$1100,000 / 3700,000
② <u>Health Benefits</u> - Accepted	\$200,000 (100,000 Yr 1)
③ <u>Hourly Teaching Rate</u> - Accepted	\$175,000
④ <u>ECE Salary Raise</u> - Accepted <u>ECE Steps</u> - Accepted	(Fund 12) 6200,000
⑤ <u>BCLAD Stipend</u> - Accepted	\$81,000 *
⑥ <u>Middle School Advisory</u> - Accepted	
⑦ <u>CEC Assessment &amp; Caseload</u> - Accepted	
⑧ <u>Bilingual Psych/SLP Stipend</u> - Accepted	(?)
⑨ <u>SLP Supervisor &amp; TIP Support Provider</u> - Accepted	(?)
⑩ <u>NBC Stipend</u> - Accepted	(?)
⑪ <u>Evaluation</u> - Accepted	(?)
⑫ <u>Music</u> - Accepted	
⑬ <u>Absence Reporting</u> - Accepted	
⑭ <u>Student Information System</u> - Accepted	
⑮ <u>School Based Subs Counter</u> - Accepted	
⑯ <u>Expiration of Contract</u> - 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

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021

Date

May 24, 2021

Date

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

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

May 24, 2021  
Date

May 24, 2021  
Date

EB

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

Date

May 24, 2021

Date



TA: BCLAD Stipend

105

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

(6)  
no\$

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

Date

4

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

May 24, 2021  
Date

May 24, 2021  
Date

8

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



9

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

Date

## 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 \_\_\_\_\_

Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021 \_\_\_\_\_

Date

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

May 24, 2021  
Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021\_\_\_\_\_  
Date

12

**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

May 24, 2021

Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021

Date



## 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 \_\_\_\_\_  
Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021 \_\_\_\_\_  
Date

TA: Student Information System 5.14.21  
Article 11.9.7, Hours of Employment

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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

Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa , Assistant  
Superintendent, BUSD

May 24, 2021

Date

(15)

TA Temporary School-Based (Roving) Substitutes  
May 24, 2021

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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  
Date

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

May 24, 2021  
Date

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



Distinct Count of EMPLOYEE ID	
Bargaining Unit	Total
BCCE	617
BFT	778
Certificated Management & Directors	9
Classified Management & Confin	19
Local 21	38
UBA	46
<b>Grand Total</b>	<b>1492</b>

*Plus  
Board Member*