

**Tentative Agreement:**

**23. EXPIRATION OF CONTRACT AND RE-OPENERS**

- 23.1 The parties agree that the term of this Agreement shall be from July 1, ~~2021~~2022 through June 30, ~~2022~~2025. The parties agree to reopen the contract for FY 2024-2025 on Article 14 (Teacher Compensation) and up to two other articles each.
- 23.2 In the event of any litigation, verdict, judgment, award, or settlement which results in the inability of the District to satisfy any of the economic conditions of this contract during the term hereof, either party shall have the right to reopen this Agreement as to any economic term.
- 23.3 The parties agree to start the meet and negotiate process for the subsequent Agreement on or before March 15, ~~2022~~2025.

Each party must submit the Initial Proposals to the other party, in writing by February 28, ~~2022~~2025.

If the proposals are delivered by U.S. mail, they must be postmarked by February 28, ~~2022~~2025.

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.

For BFT:

Matt Meyer

Matt Meyer, President

9/27/27

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22

Date

## **Tentative Agreement:**

### **Art. 14 Compensation**

#### 14.1 Wages for 2021-2022

~~14.1.1 Unit members employed for 2021-2022 school year shall receive an on schedule increase to all rates for on 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.~~

#### 14.1 Wages for 2022-2023

14.1.1 Unit members employed for 2022-2023 school year shall receive an on schedule increase to all rates of 6.5% effective July 1, 2022. 6.5%

#### 14.2 Wages for 2023-2024

14.2.1 Unit members employed for 2023-2024 school year shall receive an on schedule increase to all rates and schedules of 6%, effective July 1, 2023.

14.2.2 If the total percent increase to LCFF base grants for 2023-2024 (including but not limited to statutory COLA and any additional LCFF investment) is greater than 7% from the prior year, unit members employed for the 2023-2024 school year shall receive an on schedule increase to all rates and schedules equal to this amount minus one percent, effective July 1, 2023.

14.2.2 If the total percent increase to LCFF base grants for 2023-2024 (including but not limited to statutory COLA and any additional LCFF investment) is greater than 7% from the prior year based on the 2023 May Revise, the parties agree to reopen Article 14 (Teacher Compensation) for the 2023-2024 school year.

### **Appendix 11 and 12**

Eliminate Current Step 1

Current Step 2 becomes new Step 1

Add New Step 23: Same as current Step 23

Add New Step 24

Column 1: Same

Column 2: Same

Column 3: Same

Column 4: Same

Column 5: 1.6% \$98,532

Column 6: 1.6% \$101,100

Column 7: 1.6% \$103,748

#### **Appendix 13 SLP**

Column 1: Same

Column 2: Same

Column 3: Same

Column 4: Same

Column 5: 1.5% \$118,031

Column 6: 1.5% \$120,853

Column 7: 1.5% \$123,764

#### **14.12.3 Health Benefits Hard Cap Increase**

##### **14.12.3**

Effective January 1, 2023 and continuing on January 1st of each year thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall increase at each coverage level (i.e., employee only, employee plus one, employee plus two) by an amount equal to one-half of the increase in the Kaiser premium for that level from the previous year.

Effective January 1, 2024, the maximum District contribution to health benefits shall increase by the following: 0.5% minus the cost of the changes to Appendix 11, 12 & 13

##### SEE CHART

Employee Only: \$30 plus \$17 per month plus half of the amount in the Kaiser monthly premium.

Employee Plus One: \$90 plus \$116 per month plus half of the amount in the Kaiser monthly premium.

Employee Plus Two: \$120 plus \$94 per month plus half of the amount in the Kaiser monthly premium.

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

Effective January 1, 2023 and continuing on January 1st of each year 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 increase at each coverage level by an amount equal to one-half of the increase in the Kaiser premium for that level from the previous

year.

Effective January 1, 2024<sup>3</sup>, the maximum District contribution to health benefits shall increase by the following: 0.5% minus the cost of the changes to Appendix 11, 12 & 13

Employee Only: \$20 plus half of the amount in the Kaiser monthly premium.

Employee Plus One: \$60 plus half of the amount in the Kaiser monthly premium.

Employee Plus Two: \$90 plus half of the amount in the Kaiser monthly premium.

Employee Only: \$8 per month plus half of the amount in the Kaiser monthly premium.

Employee Plus One: \$75 per month plus half of the amount in the Kaiser monthly premium.

Employee Plus Two: \$88 per month plus half of the amount in the Kaiser monthly premium.

For BFT:

Matt Meyer

Matt Meyer, President

9/27/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22

Date

Tentative Agreement

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 ~~seventeen (17)~~ of eighteen (18) years for those hired in ~~2021-2022 2022-2023 and thereafter.~~ The step maximum will increase by one (19 in 2023-2024) until it reaches the maximum number of steps.

For BFT:

Matt Meyer

Matt Meyer, President

5/23/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22

Date

Tentative Agreement

Article 14.12 Health Benefits

14.12.3

Effective January 1, 2023 and continuing on January 1st of each year thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall increase at each coverage level (i.e., employee only, employee plus one, employee plus two) by an amount equal to one-half of the increase in the Kaiser premium for that level from the previous year.

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

Effective January 1, 2023 and continuing on January 1st of each year 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 increase at each coverage level by an amount equal to one-half of the increase in the Kaiser premium for that level from the previous year.

For BFT:

Matt Meyer  
Matt Meyer, President

5.23.22  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22  
Date

## Tentative Agreement

### 14.1.2 Teacher Hourly Rate

~~14.1.2 Effective July 1, 2021 the hourly rate for K12 teaching shall be \$41.84~~

~~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.~~

~~14.1.2 Effective July 1, 2022 the hourly rate for K12 teaching shall be \$55.00 \$50.00~~  
~~\$45 \$48 \$47.50. Salary increases for 2022-2023 will not apply to this rate.~~  
This rate will increase based on any salary increase beyond 2022-2023.

For BFT:

Matt Meyer  
Matt Meyer, President

9/27/22  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22  
Date

## Tentative Agreement

### 13.2 Secondary Schools

13.2.2 At the middle schools and at Berkeley High, no teacher in English, Science, Math, History/Social Science, and Foreign Language classes shall have more than one hundred sixty five (165) student contacts for the 2023-2024 school year, one hundred sixty (160) student contacts for the 2024-2025 school year, and one hundred fifty five (155) student contacts for the 2025-2026 school year and beyond per the equivalent of a five (5) period day over the course of a week.

Matt Meyer

Matt Meyer, BFT

9.14.22

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, BUSD

9/14/22



## Tentative Agreement

### 13. CLASS SIZE

#### 13.1 K-5 Classes:

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

13.1.1.2 Except as provided in sections 13.1.45 and 13.3.1 below, class size averages and maximums shall be the following as they appear below:

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

~~K Level 23:1 (Schoolwide average)~~

~~1-3 Level 20:1 (Districtwide average)~~

~~4-5 Level 26:1 (Districtwide average)~~

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

~~TK 20:1 (Districtwide Average)~~

~~K-3 Level 23:1 (Schoolwide average)~~

~~4-5 Level 26:1 (Districtwide average)~~

~~13.1.2.3 Effective July 1, 2021, class size averages shall be:~~

~~TK 20:1 (Districtwide Average)~~

~~K-4 Level 23:1 (Schoolwide average)~~

~~5 Level 26:1 (Districtwide average)~~

13.1.1.14 Effective July 1, 2023~~32~~, class size averages shall be:

TK 20:1 (Districtwide Average)

K-5 Level 23:1 (Schoolwide average)

K-5 Level 23:1 (Zone Average)

13.1.1.2 Effective July 1, 2023~~32~~, class size max shall be

K-5 Level: 26 ~~30~~ 27 students

Combo Class: 23 students

Students for class size max are based on actual student attendance after the 10-day count

13.1.1.3 Effective July 1, 2023~~32~~, if class size max is exceeded, the District shall, in the following order:

a. Balance classes within the school

b. Seek family volunteers for site transfer within zone

c. Mid-year enrolled students will be placed into classes below the class size max whenever possible

d. ~~Form a combo class with respect to 13.1.2.2~~

e. ~~Pay teachers .04 FTE per diem one half hour a week at the instructional hourly rate for each one extra student beyond the max paid on a timesheet~~

~~13.1.2 Effective July 1, 2022, any K-5 class that exceeds 24 students will receive an additional preparation period based on the Round 3 student placement numbers.~~

~~13.1.2.1 Classes with additional students added after Round 3 placements will not be eligible for the additional preparation period.~~

~~13.1.2.2 Students enrolled mid-year will not be placed in a classroom that has 23 or more students.~~

13.1.3 Except as provided in sections 13.1.5 and 13.3.1 below, all 3-4 combination classes, excluding dual immersion classrooms, shall not be higher than 22:1.

~~13.1.3.1 Effective July 1, 2022, except as provided in sections 13.1.5 and 13.3.1 below, all 3-4 combination classes shall not be higher than 23:1.~~

13.1.3 4 Combination Class Guidelines shall be made available to all K-5 teachers (See Appendix 6). While the Guidelines are not part of this Agreement, they indicate the responsibilities that must be followed in the formation of the combination classes. These Guidelines shall be given to all K-5 teaching staff during the month of March.

13.1.4 5 If Measure E1 is repealed, expires, altered to reduce the 66% allocation for class size reduction pursuant to Measure E1, or if the District declares a Severe Fiscal Emergency under the terms of Measure E1, the class size maximums set forth in section 13.3.1 shall automatically apply.

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

11.3.3 3-1 Effective July 1, 2018, Classroom teachers in grades 1-5 shall be provided the equivalent of four (4) periods of preparation time per week during the student day. If a Special Day class teacher has fourth and/or fifth grade students, that teacher shall receive the equivalent of five (5) preparation periods of forty-five (45) minutes each week during the student day. This

provision excludes Resource Teachers. One (1) preparation period per week may be used for scheduled parent conferences.

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

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

~~11.3.5 An additional preparation period will be granted in accordance with section 13.1.2.~~

~~11.3.5 If the District finds it necessary to form a 3rd/4th grade combination class, the classroom teacher shall receive the greater preparation time.~~

*Matt Meyer* \_\_\_\_\_  
Matt Meyer, BFT President

*Samantha Tobias-Espinosa*  
Samantha Tobias-Espinosa, Asst. Sup of HR

9.14.22 \_\_\_\_\_  
Date

9/14/22 \_\_\_\_\_  
Date

TA

#### 14.18.8 Preschool & Elementary Sub Rate

14.18.8 The District shall make every effort to provide substitutes for teachers and maintain an adequate substitute list. In emergency situations when a substitute is not available, elementary teachers who are assigned uncovered students shall receive ~~the daily substitute rate; the daily substitute rate shall be received on a pro-rata basis if more than one (1) teacher is assigned uncovered students. .04 per diem FTE per student for a full day, .02 per diem FTE for a half day and if less than half of a day, paid at .01 per diem FTE per student.~~ In emergency situations when a substitute is not available, secondary teachers who are assigned uncovered students shall receive the per diem rate. The teacher's per diem rate shall be received on a pro-rata basis when substituting only a portion of a day or when adding only a portion of an extra class of students to the teacher's normal class. In emergency situations when a substitute is not available, bargaining unit members who are non-classroom teachers (counselors, Special Education case managers, TSAs, etc.) who sub during the duty day will get paid their per diem rate ~~for a maximum of 3 periods a day.~~

Elementary Emergency Coverage rates shall be based on percentages of the annual salary listed in Step One, Column Two of the Salary Schedule. For 2022-23, Step One, Column Two annual salary is \$58,880 or \$318.27 daily rate.

Elementary teachers shall receive \$15.91 per additional student per day (0.05% of Step One, Column Two daily rate).

Half Day or less (0.025%) \$7.96 per additional student per day

Preschool Emergency Coverage rates shall be based on percentages of the annual salary listed in Step One, Column Two of the ECE Salary Schedule. For 2022-23, Step One, Column Two annual salary is \$42,300 or \$196.48 daily rate.

Preschool teachers on the ECE Salary Schedule shall receive \$9.82 per additional student per day (0.05% of Step One, Column Two daily rate).

Half Day or less (0.025%) \$4.91 per additional student per day

Special Education preschool teachers on the Elementary Salary Schedule shall receive the Elementary rate.

Matt Meyer

9.14.22

*Samantha Tobias-Espinosa*

9/14/22

## Tentative Agreement

### 10.1 Number of Work Days

For each of the school years covered under this Agreement, the number of work days shall be as specified:

a. Elementary	185
b. Secondary	184
c. Early Childhood Education Program	202
d. Counselors	<del>184 (plus 9 per diem days)</del> <u>193</u>
e. Psychologists	<del>185 (plus 9 per diem days)</del> <u>194</u>
f. Adult School Teachers	185
g. BHS College/Career Advisor	<u>193</u>

APPENDIX 9: EXTRA COMPENSATION SCHEDULE		Per Diem Days
Counselor	\$2,425	<del>9 days per year</del>
BHS College/Career Advisor	\$2,425	<del>9 days per year</del>
BHS Small School/Program/Dept Teacher Leader	\$6,925	<del>2 days per year per leader for retreat attendance</del>
Middle School Department Leader	\$938	2 days per year
Curriculum Teacher Leader	\$2,190	
Psychologist Department Leader	\$938	2 days per year

BHS Counseling Teacher Leader	\$6,925 base stipend Additional \$5,880 in lieu of release time	2 days per year for retreat attendance
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New Salary Schedule for Counselor & BHS College/Career Advisor including stipend amount

Update MOU for PD Days to cover per diem days for BHS Small School/Program/Dept Teacher Leader, Middle School Department Leader, Psychologist Department Leader, and Counseling Teacher Leader.

Counselor and BHS College/Career Advisor: Stipend \$~~4,425~~ 3,000

Matt Meyer  
Matt Meyer, BFT President

9/22/22  
Date

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Asst. Superintendent, HR  
9/22/22  
Date

## SLP Assessment Limit Proposal

### Tentative Agreement:

New Language:

Speech Language Pathologists who are school site service providers shall conduct all triennials on their caseload and additional initials up to 25 assessments total in a school year prorated by FTE. Any assessments in excess of the limit described above may be offered to the SLP at the student's school site and other SLPs in seniority order and the SLP completing the assessment will be compensated for up to 10 hours at an hourly rate of [\$41.84] (+ any compensation increases) per completed assessment.

For Speech only (Exception of Preschool) Triennial assessments, the SLP will provide the District Special Education department with a list of Speech only Triennials, due dates and scheduled dates no later than the end of the fifth week of school.

For BFT:

Matt Meyer

Matt Meyer, President

9/27/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22

Date



Tentative Agreement

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 ~~seventeen (17)~~ of eighteen (18) years for those hired in ~~2021-2022 2022-2023, and thereafter.~~ The step maximum will increase by one (19 in 2023-2024) until it reaches the maximum number of steps.

For BFT:

Matt Meyer

Matt Meyer, President

5/23/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22

Date

Tentative Agreement

14.11.15 Temporary School-Based Substitutes

In any year when the District or school site 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.

f. If a Temporary School-Based Substitute does not hold a valid Preliminary or Clear Teaching credential, they will follow the CBA language of Appendix \_\_\_\_.

For BFT:

Matt Meyer  
Matt Meyer, President

5/23/22  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22  
Date

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

Subject: BUSD School-Based Substitutes

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize the importance of having a teacher in every classroom. Due to the substitute shortage, substitutes without Preliminary or Clear Credentials may need to be assigned to sites.

To that end, BUSD will employ School-based substitutes under the following conditions:

School-Based Substitutes will:

- Will be part of the BFT Bargaining Unit.
- Possess or be eligible for a California regular teaching credential authorizing service in Grades K-12 or an emergency 30-day teaching permit for the entirety of the school year.
- Be prepared to work every instructional day as assigned on a day-to-day or long-term basis. On days with no sub job, a School-Based Sub can be assigned tasks by the administrator.
- Sign a temporary agreement designed specifically for this purpose.
- Participate in district and/or school site in-services as assigned.
- Be granted one sick leave day per month up to 11 sick leave days based on length of the agreement. (Per Article 12)
- Be offered medical benefits as required by law. School-Based Subs would qualify for the Sub Incremental-Medical Stipend if not offered or deny District benefits.
- Have a duty day of 7 hours and 10 minutes. (Per Article 11)
- Follow a teacher's schedule, in general. (Per Article 11 )
- Be provided a 30 minute duty free lunch. (Per Article 11 )
- Follow absence reporting procedures. (Per Article 12)

Three negative evaluations could result in the School-Based Sub being reassigned to another site or becoming a normal daily sub.

For BFT:

Matt Meyer

Matt Meyer, President

5/23/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22

Date

## Tentative Agreement

12.1.2 Leave without pay for the subsequent school year shall be granted by the Board for a maximum of one (1) school year upon written request of the teacher provided this request is received by the Human Resources Department on or before March 1 of the preceding school year. ~~After March 1, such requests may be granted by the Board.~~ If the District needs are met, and on an individual basis, the Board will endeavor to make available part-time and part-year leaves of absence to teachers. If a request for a partial leave of absence is denied, the teacher may submit a revised request for a full leave without pay. Such revised requests shall be granted by the Board provided they are received by the Human Resources Department within one (1) week of the date the teacher was notified of the denial of their original request.

Requests for leave without pay received after March 1, or after the deadline for a revised request, may be granted by the Board at its discretion.

Matt Meyer\_\_\_\_\_

Samantha Tobias-Espinosa\_\_\_\_\_

8.23.22\_\_\_\_\_  
Date

8.23.22\_\_\_\_\_  
Date

## **TENTATIVE AGREEMENT**

- Major changes are reflected in THIS document (including original contract language)

### **SECTION 15: PERFORMANCE REVIEW, BUSD/BFT CONTRACT**

#### **15.1 Purpose:**

The Board shall be responsible for the evaluation of all certificated personnel. The evaluation process is to be continuous in nature. Certificated employee evaluations are recognized as a cooperative effort between the teacher and their Evaluator with the express purpose of achieving excellence in the area of effective and purposeful instruction. Additionally, a necessary role of the evaluation process is to identify teachers requiring MPAR Improvement Plans (Form C) and dismiss unsatisfactory teachers who do not improve sufficiently after being provided with a B-PAR Improvement Plan (Form C). (See Article 19)

#### **15.2 Procedural Guarantees: Certificated employees are guaranteed the following in connection with performance review:**

15.2.1 Performance review shall be based on performance in the classroom and in other related activities. Such performance review shall be based on direct observation by the Evaluator. Information based on secondary sources shall be given limited weight.

15.2.2 A teacher's primary Evaluator shall normally be his/her principal or administrative designee. A teacher in an evaluation year shall receive notification by September 30 of their Evaluator(s).

15.2.3 All teachers in their evaluation year shall be provided with a written description of the Performance Review Process along with a "Professional Development Plan" (Form A) by September 30. A conference between the teacher and the Evaluator will be held by November 1 and before the first visit. At this conference, the teacher will bring their "Professional Development Plan" (Form A) and be prepared to identify, in conjunction with their Evaluator, at least two (2) of the six standards that they will be focusing on during that performance review year. The teacher shall select at least two (2) standards and the Evaluator may select up to two (2) additional standards.

15.2.4 The Professional Development Plan (Form A) is recognized as an important part of the evaluation process, but shall not be used in documentation of an unsatisfactory performance review. The Professional Development Plan shall not be included in the teacher's file.

15.2.5 The criteria for evaluation are solely the prerogative of the Board of Education. Current forms shall be used until the parties reach agreement on new forms.

15.2.6 During the course of a teacher's performance of their duties, no electronic or mechanical surveillance shall take place for evaluation purposes without the teacher's consent.

15.2.7 A good faith effort should be made by the Evaluator to complete performance reviews as thoughtfully and thoroughly as possible.

### 15.3 Formal Evaluations

15.3.1 All temporary and probationary teachers shall receive an annual evaluation according to the provisions of this Article.

15.3.2 Permanent status teachers shall be provided at minimum with an evaluation every other year.

15.3.3 The Evaluator may identify permanent status teachers with a Summative Evaluation of "Improvement Needed" for evaluation in the year immediately following their evaluation year.

15.3.4 Permanent status teachers receiving a Summative Evaluation rating of "Unsatisfactory" will be mandatory referred to B-PAR. Any Summative Evaluation with one (1) of the six (6) standards rated as "Unsatisfactory" or three (3) of the six (6) standards rated as "Improvement Needed" is considered an overall rating of "Unsatisfactory".

15.3.5 By mutual agreement between the teacher and Evaluator, a permanent teacher receiving a Summative Evaluation with an overall rating of "Distinguished" or "Proficient" may participate in alternative evaluation procedures in his/her subsequent evaluation year. Alternative evaluation procedures shall be determined by the B-PAR Panel and shall be in accordance with the Stull Act.

### 15.4 Formative Observations

15.4.1 Tenured teachers shall receive at least two (2) formative observations per year. Temporary contract, probationary teachers, potential MPAR Referred Teachers, and MPAR 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. For teachers receiving a minimum of three (3) observations per year, the third formative observation shall take place by April 15.

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 their 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 Evaluator and the teacher on an alternative time is reached.

## 15.5 Summative Evaluation Reports

15.5.1 By May 1, the Evaluator shall have prepared a Summative Evaluation report (Form B). The teacher being reviewed shall have the right to add comments to the Summative Evaluation report as well as all Formative Observation reports. Such reports shall be signed by the teacher and such signature is not to be construed as agreement with the contents but merely receipt of the report. All reports must be signed and dated by the Evaluator.

15.5.2 By March 15, the District shall make a report to the B-PAR Panel which includes the name(s) of any teacher who receives one (1) or more Formative Observations indicating the possibility of an end of year Summative Evaluation rating of "Unsatisfactory" or "Improvement Needed". The purpose of the District report to the B-PAR Panel is to assure that the timelines for Formative Observations and Summative Evaluations are being adhered to and to explore any additional assistance that could be made available to a particular teacher.

15.5.3 Written notification of the possibility of a Summative Evaluation with an overall rating of "Unsatisfactory" shall be provided to the teacher by March 15.

## 15.6 Teachers Referred to Mandatory Peer Assistance and Review Panel (MPAR)

15.6.1 At the conclusion of a Referred Teacher's year of review, and in keeping with the California Education Code, the B-PAR Panel shall make a recommendation in the form of a report (written by the Chairperson) to the Referred Teacher, the Evaluator, the Superintendent, and the Board of Education that:

- a) the Referred Teacher has demonstrated sufficient improvement with regard to the District/California Standards for the Teaching Profession and should be exited out of MPAR; or
- b) The Superintendent will be notified that the B-PAR Panel does not believe further assistance and remediation will be successful, with documented reasons in support of the conclusion. If dismissal proceedings begin by the District, the MPAR Program will provide the Referred Teacher with career advising; or

- c) the B-PAR Panel believes progress is being made without proficiency yet being demonstrated and participation in MPAR should be extended to another year. The Improvement Plan will be updated for each year of participation in MPAR.

15.6.2 All referred-teachers will continue to be monitored by the B-PAR program for at least the following two (2) years. Should a referred teacher receive a summative evaluation of unsatisfactory in the two (2) years following his/her mandatory referred year, the B-PAR Governing Panel will review the case and make a follow-up recommendation to the Superintendent per Article 15, Section 6.1.

## 15.7 Personnel Files and Performance Reviews:

15.7.1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in their personnel file unless the teacher is given notice by "cc: Personnel File" or by a letter stating that the material will be entered in the file. The teacher shall have the opportunity to review the material in a timely manner and have thirty (30) working days from receipt of notice to comment thereon. Improperly placed materials shall be removed from the file by the Superintendent. The Superintendent shall confirm to the teacher the removal of such materials.

15.7.2 Teachers may request and meet within five (5) days with the administrator before derogatory material is placed in their personnel files.

15.7.3 The teacher's response to derogatory information may be in the form of a written statement attached to the material. A note of the response shall be on the material. The response may include documents related to the derogatory information, which could include a resume, letters of recommendation or commendation, etc. Education Code sections relevant to the review and response to derogatory material shall be followed.

15.7.4 Upon request, the teacher shall have the right to review any material in their personnel file.

15.7.5 No documents shall be used for the purpose of reviewing the performance of a teacher unless the teacher has access to the documents.

15.7.6 All materials used for performance review of a teacher and contained in a personnel file shall be signed and dated by the author (authors may be institutions or departments of institutions as well as individuals).

15.7.7 A teacher has the right to request inclusion of any document relevant to their performance in their file. No materials related to the teacher's performance shall be removed from the teacher's file without the teacher's permission.



15.7.8 Should the Evaluator deem it necessary to communicate with a Referred Teacher in the MPAR Program in a manner that relates to discipline as it relates to one (1) or more of the standards of the teaching profession adopted by the District, the Evaluator will forward a copy to the Certificated Administrator whose responsibility it is to report the information to the B-PAR Panel.

15.7.9 Discussions with teachers regarding disciplinary action shall be conducted in private conference. This shall not constitute a waiver of the right by either party to representative counsel.

15.7.10 Teachers shall have the right to be accompanied and represented by a Union representative during a meeting involving potential disciplinary action against the teacher per the Weingarten ruling.

## 15.8 Formal Complaints

Formal complaints from community members against an individual teacher shall be referred to the Evaluator. If the complaint is not resolved by the Evaluator and the complaint could affect the performance review of the teacher, the complaint shall be reduced to writing by the complainant and copies provided to the District Compliance Officer (DCO) and the teacher. A summary of the complaint will be provided to the teacher at or before the beginning of any interview with the teacher about the complaint. If the DCO views it necessary they shall meet with the teacher and/or representative in private session. If the complaint is not resolved by the DCO and the complaint could affect the performance review of the teacher the complaint could affect the performance review of the teacher the complaint shall be provided to the Superintendent. If the Superintendent views it necessary they shall meet with the teacher and/or representative in private session.

Upon agreement, charges may be dismissed. All meetings concerning such matters are to be conducted in confidence and no public disclosure shall be made except by mutual agreement. If no agreement has been reached, the matter shall be referred to the Board which may either terminate the charges or conduct a closed session personnel hearing. The teacher and/or representative may attend this session. The findings of the Board shall be treated as confidential by involved parties unless otherwise requested by the teacher. These findings may be made a part of the performance review record.

## 15.9 Miscellaneous Provisions

15.9.1 Evaluation procedures under this Article as set forth above are subject to the grievance mechanism. However, the content of evaluations is not subject to the grievance

mechanism but shall be reviewed with due process in accordance with applicable state laws and regulations.

- 15.9.2 Prior to any meeting to discuss the teacher's Formative Observation or Summative Evaluation report, the Evaluator will notify the teacher of any party(ies) who is/are scheduled to be present at the meeting. If the teacher plans to have their representative present at such a meeting, the teacher shall notify the Evaluator.
- 15.9.3 No teacher shall be evaluated on school conditions beyond their control. Additionally, no teacher shall be evaluated for introducing controversial material or topics solely because such material or topics are controversial. A negative evaluation will result when an individual teacher refuses to comply with any directive from the Superintendent concerning such topics and material consistent with present due process procedures instituted by the Board to review disagreements concerning the appropriateness of certain material and ensure no unreasonable censorship or artificial restraint upon free inquiry, learning and academic freedom. (See Appendix 3).
- 15.9.4 Lesson plans shall be maintained and shall be the creation and property of the teacher. Teachers shall not be required to submit lesson plans on a routine basis except:
  - a) As part of the evaluation process described in Section 15.4; or
  - b) When a teacher has received a summative evaluation of less than proficient rating until the unit member demonstrates proficiency.

Whenever an unscheduled formative observation occurs, the teacher shall have the opportunity to expand upon and clarify the intent and goal of the lesson at the post-observation conference.

- 15.9.5 Summative Evaluation reports shall be sent to the Human Resources Department and included in the teacher's personnel file. Sending Formative Observation reports to the Human Resources Department and including them in the teacher's personnel file is optional. In the event that Formative Observation reports are sent to the Human Resources Department, the teacher shall be notified and the teacher's responses to the Formative Observation reports, if submitted, must also be attached.
- 15.9.6 The Board shall not make any ranking of teachers for evaluation purposes under this Article.
- 15.9.7 A teacher may provide input for the performance review of an Instructional Aide, Tutor or Substitute Teacher, but shall not serve as the primary reviewer. The District recognizes that teacher input in the performance review of Instructional Assistants is

both desirable and valuable for maintaining/improving the quality of learning support activities in the classroom. Teachers shall use procedures developed by the District to provide input to Instructional Assistant performance reviews. Site administrators will receive training so they can provide appropriate guidance and support to teachers.

- 15.9.8 In their evaluation year, all itinerant teachers, including Special Education teachers and Teachers on Special Assignment, shall be told the name of their primary reviewer by September 30.

## 15.10 Performance Review Procedures: Hourly Teachers

### 15.10.1 Purpose:

15.10.1.1 To assure that unit members are teaching classes in accordance with established policy and guidelines.

15.10.1.2 To identify planning and instructional delivery practices which need improvement and make recommendations for such improvement.

15.10.1.3 To assure that excellence in classroom instruction is being accomplished and reinforced.

### 15.10.2 Procedure

15.10.2.1 Adult School hourly teachers who are members of the bargaining unit and who have not been employed for three (3) or more consecutive years will receive a formal performance review by the Evaluator. Hourly teachers new to the unit will be reviewed during the first year and as deemed necessary by the Evaluator.

15.10.2.2 Adult hourly teachers who are unit members and have been employed for three (3) or more consecutive years with no indication of unsatisfactory performance will be evaluated every three (3) years or as deemed necessary by the Evaluator.

15.10.2.3 A formal performance review is one in which a standard form (Continuous Improvement Measure), especially designed for use with Adult hourly teachers, is to be completed subsequent to at least one (1) scheduled observation. The need for additional observation(s) will be determined by the reviewer. An observation is expected to be approximately twenty (20) minutes in length. Additional time on a given observation will be determined by the reviewer.

15.10.2.4 The Adult School Teacher will be notified by September 30 in their evaluation year of the name of the evaluator and the courses/programs for which the review will occur during that semester. Upon request by the teacher, they may meet with the Adult School administration to review the performance review instrument (Continuous Improvement Measure) and the procedure prior to being reviewed.

15.10.2.5 A conference following the observation will be scheduled within ten (10) working days with the teacher being reviewed. A copy of the formal performance review report will be provided. The teacher being reviewed will be given an opportunity to offer a written response to the report. Such a response will be submitted within ten (10) working days and will be attached to the report.

## 15.11 Bargaining Unit Substitutes

15.11.1 A substitute teacher's name shall be removed from the substitute list if the teacher receives three (3) unsatisfactory performance reviews on the substitute teacher report -form within twelve (12) months of the first of the three (3) unsatisfactory performance reviews. Upon request, the Assistant Superintendent, Human Resources shall meet with the teacher and review the teacher's performance by removing the substitute's name from the substitute list.

15.11.2 A substitute will also be removed from the list for one or more of the following reasons.

- a) Written request from the substitute
- b) Noncompliance with substitute dispatch procedures
- c) Substantial noncompliance with the law, District policies, procedures or rules

15.11.3 Two (2) unsatisfactory evaluations in a twelve (12) month period from a site will result in exclusion from being dispatched/sent to that particular school in the future.

15.11.4 Twelve (12) months after being removed from the substitute list pursuant to Article 15.11.1 or 15.11.2 above, a bargaining unit substitute may request reinstatement by following the following procedures:

- a) Substitute writes a letter to the Human Resources Certificated Administrator explaining the reason why the substitute should be reinstated
- b) The substitute is reinstated if the Human Resources Certificated Administrator approves

15.11.5 Reinstatement to a school and/or the District's substitute list is at the discretion of the District.

## **SECTION 18: PEER ASSISTANCE AND REVIEW PROGRAM, BUSD/BFT CONTRACT**

### **18.1 Implementation of the Program**

These contract sections, unless stated herein, are intended for implementation beginning with the 2001-02 school year.

### **18.2 Purpose of the Program**

The Berkeley Peer Assistance and Review Program (B-PAR) is a collaborative effort between the Union and the District. The assistance and review procedures detailed herein are an outgrowth of the Union's and the District's desire to maintain quality performance standards for Berkeley Unified teachers. The procedures detailed herein are also intended to comply with state funding incentives and guidelines. The primary focus of the Program is to maintain quality teaching at all experience levels and provide professional development assistance.

### **18.3 Purview of Program**

The Berkeley Peer Assistance and Review Program (B-PAR) shall include all teachers working with PK-12 students.

18.3.1 The Berkeley Peer Assistance and Review Program (B-PAR) provides support for Berkeley Unified Teachers through Teacher Induction Program (TIP), Mandatory Peer Assistance and Review (MPAR), Volunteer Peer Coaching (VPC) , and Alternative Evaluations.

### **18.4 B-PAR Governing Panel**

18.4.1 The B-PAR Governing Panel shall be composed of eight (8) members. Four (4) members shall be appointed by BFT. Three (3) administrators shall be appointed by the Superintendent. One (1) member is the BPAR Coordinator and is a non voting member. Appointments are reviewed by BFT as needed.

18.4.2 Decisions by the B-PAR Governing Panel will be made by consensus whenever possible. Should a vote be required, passage of any decision with seven voting members present must have at least five (5) votes. If fewer than seven Panel members are present for a required vote, the minimum necessary for passage will be reduced by the number of Panel members absent. For example if only six (6) members are present only four (4) votes are required for passage, etc.). No decision can be made if fewer than five (5) Panel members are present. The majority of those voting should be BFT appointed.

18.4.3 The deliberations of the B-PAR Governing Panel shall be closed and confidential.

Recommendations regarding retention and dismissal will be based upon input from evaluations by the Evaluators, reports provided by Consulting Teachers, and optional self-reviews by the Referred Teacher.

18.4.3.1 The report of the vote shall only include the overall vote tally without Panel member names attached.

18.4.3.2 A Panel member shall recuse themselves from discussion and voting on any matter in which they have a professional or personal conflict of interest. In those cases where a member recused themselves from discussion and voting, the panel will ensure that the resulting panel meets the requirements of the Education Code and Article 18.4.2.

18.5 The B-PAR Governing Panel shall:

a. Mandatory Peer Assistance and Review:

- i. review the Improvement Plans for all Referred Teachers
- ii. make one of three end of year recommendations (exit from MPAR, notification of no progress or continued participation in MPAR for another year) to the Superintendent who will then make recommendations to the Board of Education
- iii. select Consulting Teachers and Voluntary Peer Coaches paid for from B-PAR funding
- iv. review annually the performance of Consulting Teachers
- v. advise and/or recommend professional development resources to Referred Teachers that are relevant and fit identified needs

b. Voluntary Peer Coaching:

- i. Oversee VPC program
- ii. When resources permit, assign Voluntary Peer Coaching support to permanent status teachers who apply
- iii. Select Voluntary Peer Coaches paid for from BPAR funding

c. Teacher Induction Program:

- i. receive a yearly report from the TIP program

d. Alternative Evaluation:

- i. promote and provide information about the Alternative Evaluation program

e. modify the B-PAR Program within the provisions of the District/BFT contract

f. make proposals to the District and the Union for changes to Article 18 or Article 15

g. select a Panel Chair

- h. develop and administer the B-PAR budget each year
- i. coordinate annual evaluation of B-PAR Program

## 18.6 BPAR Coordinator Responsibilities

### 18.6.1 BPAR Panel:

- a. Submit Personnel Requisitions for BFT Panel Members
- b. Submit stipends and hourly payments for BFT panel members, Consulting Teachers, and Volunteer Peer Coaches
- c. Schedule Physical Space for Panel Meetings

### 18.6.2 MPAR

- a. Assist Evaluators in development of Improvement Plan
- b. Facilitate communication between Referred Teachers, Consulting Teachers, Evaluators, and Panel
- c. Supervise hiring, training, and responsibilities of Consulting Teachers
- d. Monitor reports for the Panel
- e. Coordinate Referred Teacher, Consulting Teacher, and Evaluator presentations to panel
- f. Non voting member of panel

### 18.6.3 Voluntary Peer Coaching (VPC)

- a. Coordinate VPC application process
- b. Match applicants with Volunteer Peer Coaches
- c. Find and train Volunteer Peer Coaches

### 18.6.4 Alternative Evaluations

- a. Communicate with Human Resources re: Alternative Evaluations
- b. Update BPAR Panel

### 18.6.5 Attend all BPAR Panel meetings

### 18.6.6 Office Space and materials will be provided by BUSD when needed.

### 18.6.7 Any Consulting Teacher or B-PAR Coordinator with release time shall earn the salary amount, benefits, salary schedule advancement, and years of credit that s/he would normally earn as a District classroom teacher.

### 18.6.8 To compensate for additional hours, each Consulting Teacher and the B-PAR Coordinator will earn an annual stipend annually. The B-PAR Coordinator stipend will be prorated for a B-PAR Coordinator with less than 100% full time equivalent release time.

### 18.6.9 One (1) release time B-PAR Coordinator will be selected by the BFT PAR Panel each year. The B-PAR Coordinator will be provided with additional days of pay at a per diem rate if approved by the B-PAR Governing Panel.

## 18.7 Mandatory Peer Assistance and Review (MPAR)

### 18.7.1 Referred Teachers (RTs) and Rights to Due Process and Representation

- a. Any teacher whose contractually valid end of the year performance review is less than satisfactory will be mandated to participate in MPAR. Also see 15.3.4
- b. Each referral shall be reviewed by the B-PAR Panel to determine whether a Consulting Teacher will be assigned to assist the referred teacher to meet the requirements of the Improvement Plan (Form C). The B-PAR Panel may request that Consulting Teachers also make observations and reports on Referred teachers in order to determine the level and scope of the Professional Development Improvement Plan (Form C) most appropriate for each Referred Teacher.
- c. The Mandatory Peer Assistance and Review Panel shall not be expected to deal with teachers' employment issues that arise from accusations of serious neglect of duty or misconduct and that are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession adopted by the District and the BFT.
- d. A Referred Teacher may be present for the presentations of their reports to the B-PAR Governing Panel and will be given an opportunity to respond to said reports. All Referred Teachers shall have the right to request Union representation during presentations to the B-PAR Governing Panel.
- e. A Referred Teacher may not be present during deliberations of the B-PAR Governing Panel, which are confidential.
- f. A Referred Teacher shall be entitled to review all end of year evaluations by their Evaluator and all end of year reports generated by Consulting Teachers and to have their comments attached. The B-PAR Governing Panel will provide the Referred Teacher with copies of their CT reports at least five (5) working days prior to the meeting of the B-PAR Governing Panel at which the reports will be considered.
- g. Decisions to place teachers on an Improvement Plan (Form C) shall not be subject to the grievance process, nor shall a decision to alter or end a teacher's participation in an Improvement Plan (Form C) be subject to the grievance process.
- h. A Referred Teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Consulting Teacher, Evaluator, or Panel Members, but may file responses that shall be part of the official record.
- i. The Referred Teacher shall have the right to timely reports of progress being made.
- j. The Referred Teacher shall have the right to present reasons in writing to the B-PAR Governing Panel that request a replacement of a specific Consulting Teacher and to have the request considered.
- k. Referred Teachers may, on occasion, be required to remain beyond their duty day in order to meet with a Consulting Teacher or the B-PAR Governing Panel.
- l. The evaluation records and reports of all Referred Teachers will be placed in that teacher's file. These may be sealed after four (4) years if the teacher requests it and if there have been no incidents of unsatisfactory service in said years.



- m. Should a teacher wish to contest a recommendation of unsatisfactory performance in the MPAR program, the documents related to the case shall be referred to an impartial arbitrator for review.
- n. The impartial arbitrator shall be selected from a panel of arbitrators selected by the B-PAR Governing Panel.
- o. If the impartial arbitrator determines that procedures have been correctly followed, the Union will agree that its obligation of fair representation has been met.

18.7.2 Consulting Teachers (CTs) will be selected by the B-PAR Panel.

- a. Office Space and materials will be provided by BUSD when needed.
- b. The BPAR panel may provide CTs with feedback that may include input from panel members, Evaluators, and Referred Teachers
- c. CTs will be trained by the BPAR Coordinator to support all Referred Teachers.
- d. CTs will submit reports three times a year to the BPAR Panel for all Referred Teachers
- e. Neither Consulting Teachers nor Consulting Teacher reports will substitute for the Evaluator's role as primary evaluator of teachers

18.7.3 Mandatory Peer Assistance and Review Process

- a. An Improvement Plan is written for each Referred Teacher (RT). This details what is required to meet California Standards for the Teaching Profession (CSTPs) and be exited from MPAR.
- b. Referred Teachers are assigned a Consulting Teacher (CT).
- c. The CT and RT meet regularly. The CT provides intensive and specific coaching and support in alignment with the Improvement Plan.
- d. The Evaluator, RT, and CT meet periodically to provide the RT with timely reports of progress being made.
- e. Twice a year, the RT, CT, and Evaluator present progress to the BPAR Panel. The RT is permitted to be present for the presentations from the CT and Evaluator.
- f. At the end of the year, the BPAR Panel makes one of three recommendations to the Superintendent.
  - i. Recommend that the RT be exited from MPAR
  - ii. Recommend that the RT continue in MPAR for another year of support
  - iii. Notify the Supt that there has been unsatisfactory performance in the MPAR program and the panel determines progress cannot be made with continued participation in MPAR

## 18.8 Voluntary Peer Coaching (VPC)

- a. Tenured teachers may fill out an application to enroll in the VPC program. The deadline is rolling. VPC is non evaluative and voluntary.
- b. Upon BPAR Panel approval, a Peer Coach will be assigned to the applicant to address specific professional development needs. The applicant can request a particular Peer Coach.
- c. The length of coaching time will be determined by the BPAR Panel. The applicant can apply for more time.
- d. Support from the Peer Coach may include observations, conducting demonstration lessons, assisting with curriculum planning or classroom design, debriefing observation, or sharing resources.

## 18.9 New Teacher Induction Program (TIP)

18.9.1 All teachers newly hired to Berkeley Unified are required to attend all paid New Teacher Orientation Days.

18.9.1 The BPAR Panel will receive an annual report from the Teacher Induction Program which will include a list of participating teachers, mentors and documentation of completion of the program.

## 18.10 Alternative Evaluations

18.10.1 The B-PAR Panel will develop alternative evaluation procedures to be made available to all permanent status teachers receiving evaluations of proficient or better. All new evaluation procedures shall be subject to negotiations between the District and BFT.

## 18.11 Board of Education and Superintendent Rights and Responsibilities

18.11.1 Nothing herein shall preclude the Superintendent and/or the District Board members from examining information which they are entitled by law to review in connection with the report of the performance review process and/or a reemployment decision of a certificated employee.

18.11.2 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Board of Education/Superintendent under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.

18.11.3 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

18.11.4 Through its basic liability insurance coverage, the District shall hold harmless the members of the B-PAR Governing Panel, the B-PAR Coordinator, TIP Support Providers, Consulting Teachers, and Voluntary Peer Coaches for any liability arising out of their participation in this program as provided in Education Code Section 44503(c), in the same manner as it would hold harmless its Evaluators and other administrators involved in the teacher evaluation process.

#### 18.12 Budget

8.12.1 In the event that funding for PAR is changed, the Union and the District will discuss modifications to the program to fit within the new budget parameters.

18.12.2 As part of the annual review, the B-PAR Governing Panel will have access to pertinent budget documents in order to ensure that all Program expenditures were appropriate.

18.12.3 The following stipends are found in Appendix 9:

- a. BPAR Panel Members Stipends
- b. BPAR Chairperson Stipend
- c. BPAR Coordinator Stipend
- d. BPAR Consulting Teachers Stipends
- e. Voluntary Peer Coaching teacher hourly--curriculum development rate

#### Article 14

14.18.9 All teachers newly hired to Berkeley Unified are required to attend all paid New Teacher Orientation Days.

For BFT:

Matt Meyer  
Matt Meyer, President

9/27/22  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22  
Date

## Tentative Agreement

### 14.11 Substitute Teachers

14.11.9 See Salary Schedule for the rate for substitute teachers.  
Appendix 10

Substitute daily rate \$225 dollars. Remove steps one and two.

Various sections of the contract where step one or two will just say sub rate.

#### BFT 2021-2022 HOURLY/DAILY RATES

#### APPENDIX 10

Substitute Daily Rates	
Step One: 1-30 DAYS	\$ 184
Step Two: 31 DAYS+	\$ 209
<b>Substitute Daily Rates (2021-2022 Only):</b>	
<b>Full Day</b>	<b>\$ 225</b>
<b>Half Day</b>	<b>\$ 113</b>

Adult Teachers	
1-3 YRS	\$ 44.52
4-9 YRS	\$ 46.61
10+ YRS	\$ 48.81
ADULT SCHOOL COORDINATOR : \$55.11	

Hourly Rates	
K-12 TEACHING	\$ 41.84
<b>K-12 TEACHING (2021-22 Only,</b>	<b>\$ 50.00</b>
CURRICULUM DEVELOPMENT	\$ 33.94
VAPA	\$ 45.00
NIGHT SCHOOL	\$ 53.85

1% Increase effective July 1, 2021

For BFT:

Matt Meyer

Matt Meyer, President

5/23/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22

Date

Tentative Agreement

11.10.4 The Administration shall establish an equitable system of rotating hours of staff in each Early Childhood Education Center.

BEARS teachers who provide direct teaching to students during intersession assignments (Fall, Winter, Spring, Summer) shall be assigned shifts based on interest in order of seniority. New hires and substitutes will fill in open shifts after this process is complete.

Matt Meyer

Samantha Tobias-Espinosa

8.23.22

Date

8.23.22

Date

## **Tentative Agreement:**

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.

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 \$41.84 (+ any compensation increases) per completed assessment.

Initial assessments will be assigned to Mild/Moderate case managers 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 \$41.84 (+ 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 15 hours at an hourly rate of \$41.84 (+ 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.

The parties agree to create a Special Education Assessment Advisory Committee composed of a maximum of six (6) District representatives designated by the Superintendent and a maximum of six (6) unit members designated by the BFT President. The committee shall be responsible for making recommendations to the Superintendent and the BFT President as to the number of formal assessments case managers should be required to complete in any given month and the total assessment cap for Mild/Mod and ESN Case Managers. The committee shall convene no later than December 15, 2022, and make its report to the Superintendent and the BFT

President by April 30, 2023. Upon request of either party, the parties will meet and negotiate over the committee's recommendations.

For BFT:

Matt Meyer

Matt Meyer, President

9/27/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22

Date



TA 14.8.4

Printed or online transcripts must be provided to the Human Resources Department by July 1 or November 1 as documentation of completion of requirements for salary reclassification. Documentation submitted after November 1 but before July 1 of a school year will be applied to the beginning of the next school year. In the event transcripts are not available by November 1, a letter of verification from the university or college specifying that the work has been completed prior to this date will suffice until the transcripts are received. No adjustments or reclassification on the salary schedule shall take place until such documentation is received. If a member has ordered online transcripts and the District has not processed them before access expires, transcript copies will be accepted. Adjustments will be retroactive to July 1 of the school year. November submissions will be paid on the December End of Month payroll. If not, communication needs to go out to impacted parties with an estimated date of completion.

    Matt Meyer    

    Samantha Tobias-Espinosa    

    4.25.22      
Date

    4.25.22      
Date

## TENTATIVE AGREEMENT

### 12.19 Family Medical Leave

#### 12.19.1

The District shall comply with the applicable provisions of the California Family Rights Act and the Family and Medical Leave Act. Nothing herein shall be construed to delete any rights in the contract or the Education Code.

#### 12.19.2

During FMLA Leave, the employer shall maintain the employee's health benefits coverage on the same level as if the employee has continued to work to the extent required by the above referenced law. If an employee fails to return to work, an employer may recover its share of health plan premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstance beyond the employee's control.

#### 12.19.3

Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave. In accordance with FMLA/CFRA guidelines, Unit members may use up to twelve (12) weeks of their accumulated sick leave to care for a spouse, domestic partner, child and/or parent who is seriously ill.

#### 12.19.4

An employee may be required to provide medical certification whenever a serious health of the family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.

#### 12.19.5

Where advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.

\_\_\_\_\_*Matt Meyer*\_\_\_\_\_

\_\_\_\_\_*Samantha Tobias-Espinosa*\_\_\_\_\_

\_\_\_\_\_*4.25.22*\_\_\_\_\_

Date

\_\_\_\_\_*4.25.22*\_\_\_\_\_

Date

## Tentative Agreement

### 12.2.5 3

Members of the bargaining unit will receive an accounting of the total number of sick leave days accumulated monthly on their paycheck stubs and by accessing the Employee Self Service system.

Matt Meyer

Samantha Tobias-Espinosa

4.25.22

4.25.22

Date

Date

Tentative Agreement

12.2.14

When a unit member is absent for five (5) consecutive working days or less, no verification is required. The District may require verification of illness, injury or quarantine from a licensed physician, licensed medical care provider or nurse practitioner, when the absence exceeds five (5) consecutive work days.

12.17.1 A licensed medical practitioner's statement may be requested if the Superintendent has substantial reason to believe that there exists a pattern of abuse of paid sick leave on the part of the teacher. Prior written notice shall be given to the unit member if the District desires verification for fewer than five (5) days' absence.

For BFT:

Matt Meyer

Matt Meyer, President

5/23/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

5/23/22

Date

## MOU

The BHS Principal or designee shall work with BHS teacher leaders to secure funding to provide additional compensation and/or release days for teachers who write letters of recommendation that require individualized writing.

Inservice hours will be awarded up to one hour per letter written for any letter not covered by a release day or compensation and Administration reserves the ability to review and confirm each letter.

Examples of letters of recommendation include college applications, scholarships, Questbridge and other special programs, CHAMPS, EOP, and various internships that require extensive written feedback about a student.

For BFT:

Matt Meyer

Matt Meyer, President

9/27/22

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant  
Superintendent

9/27/22

Date

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

### **Subject: Hourly Sick Leave Bank**

The Berkeley Unified School District and the Berkeley Federation of Teachers (BFT) have a mutual interest in making sure that employees that are on a medical leave have access to sick leave granted under the Sick Leave Bank By-Laws. To that end, Hourly teachers should have the same access as salaried employees. The following changes are agreed upon:

PROCEDURES: Applications for Sick Leave Bank donations will be considered on a first-come, first-served basis.

Applications must include medical verification.

Applications will be considered active after the applicant has missed twenty (20) consecutive working hours AND has exhausted all the personal accumulated sick leave. (Sick Leave Bank hours will not be usable until the 21st hour of consecutive absence or when personal sick leave hours are exhausted, if that is a greater number of hours).

- The maximum allocation per person on initial application shall be ~~twenty (20)~~ forty five (45) hours.
- The Governing Board shall have the right to ask for periodic verification of hours already granted; hours may be granted provisionally, with proof of need at any given point within the twenty (20) hours required. Hours may be reclaimed if need cannot be verified. The Board may require verification of need for sick leave hours beyond a doctor's certification, (e.g. a letter explaining the specific nature of the problem and/or evidence that the applicant was indeed home sick or following a legitimate regime outlined by a doctor). The Governing Board shall have the authority to accept evidence from other sources that the individual did not require sick leave hours and reclaim days granted if need is not satisfactorily verified.
- Extensions may be granted upon a note of reapplication. There must be at least fifty (50) hours in the bank for an extension to be granted. A maximum of ~~forty (40)~~ ninety (90) hours per person shall be allowed.

- The bank must have at least twenty (20) hours on account at the beginning of the second semester of the school year and at least ten (10) hours at the end of the school year.
  - The Governing Board shall notify the BFT office and the BFT office shall notify the applicant and the BUSD Personnel Office of all allocations within three (3) working days of the decision.
  - If more than one first-time applicant is being considered at the same time and there are not enough hours to fill each request, the available hours will be divided equally or ~~proportionately~~ proportionally, as is consistent with the requests, between or among the applicants.
  - Any person using hours from this bank must agree to repay the hours at the rate of ~~two (2)~~ eight (8) hours per school year upon their return to work and, when they have accumulated ~~twenty-two (22)~~ eighty (80), hours, at the rate of ~~ten (10)~~ twenty (20) hours per year. If, upon retirement or resignation, a recipient has accumulated sick leave, they must repay the bank whatever hours that accumulated leave will cover.
  - Any one time exception to these regulations and agreements must be approved by the Governing Board and then approved by a majority vote of the Sick Leave Bank donors. The vote will be conducted through the school mails.
- 

Matt Meyer  
Matt Meyer  
President, BFT

9/14/22  
Date

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

9/14/22  
Date

MEMORANDUM OF UNDERSTANDING BETWEEN  
BERKELEY UNIFIED SCHOOL DISTRICT (BUSD) and  
BERKELEY FEDERATION OF TEACHERS (BFT)

One-Time DDH and VI Stipends

For the 2022-2023 School Year, BUSD will offer a stipend of \$3500 to each person newly hired or currently employed as a teacher of the Visually Impaired (VI) and \$2500 to each person newly hired or currently employed as a teacher of the Deaf and Hard of Hearing (DHH).

In order to receive the stipend, the employee must commit to BUSD for the whole school year and must maintain the appropriate credential(s). If an employee is a late hire or resigns, the stipend will be prorated. The stipend will be paid in two parts: the first end of month payroll and at the last end of month payroll of the school year.

Matt Meyer  
Matt Meyer, BFT President

5/23/22  
Date

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Asst.  
Superintendent, HR

5/23/22  
Date



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

Subject: Puente Program Compensation

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize that the Puente Program has a unique structure that requires programmatic administration outside the duty day.

The intention of this agreement is to articulate how a teacher or counselor is compensated if they work in the Puente Program.

- a. A teacher or counselor cannot be involuntarily assigned to be in this program because it requires work outside the duty day.
- b. Subs will be provided for all required training that occurs within the duty day.
- c. Summer training will be paid at the Summer Daily Rate for full days and hourly at the Curriculum Development rate for partial days.
- d. Hours spent on Puente programmatic requirements outside of the duty day will be paid at the Teacher Hourly rate on timesheets. This would include but is not limited to field trip planning, data reporting and communication with families.

Both parties agree that this agreement will be part of the Collective Bargaining Agreement and can only be modified by mutual agreement.

This agreement is only valid as long as there is a valid MOU between UC Berkeley Puente Project and BUSD.

Matt Meyer  
Matt Meyer, President BFT

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

9.7.22  
Date

9\*7\*2022  
Date

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

Subject: BHS Community Partnership Academies Compensation Structure

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize that the BHS Community Partnership Academies have a unique structure that requires programmatic administration outside the duty day.

The intention of this agreement is to articulate how a teacher is compensated if they work above a 1.2 FTE.

a. A CPA teacher can be paid up to 1.2 FTE for work done to administer the CPA program

b. If a CPA teacher already is at 1.2 FTE and they take on additional duties, they can be paid up to an additional .1 Per diem pay.

Both parties agree that this agreement will be part of the Collective Bargaining Agreement and can only be modified by mutual agreement.

Matt Meyer  
Matt Meyer, President BFT

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

8/9/22  
Date

8/9/2022  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BERKELEY UNIFIED SCHOOL DISTRICT ("District")  
AND  
THE BERKELEY FEDERATION OF TEACHERS ("BFT")**

**Subject: Participation in Quality Counts.** There are three possible scenarios based on final Quality Counts scores for 2021 - 2022.

Quality Counts is a Quality Rating and Information System. It is "a method to assess, improve and communicate the level of quality in early care and education settings". The main goal of Quality Counts is to improve the quality of early care and education so that more children with high needs are attending quality programs.

**The District and BFT have agreed that:**

**Scenario 1 (ALL Preschool sites score a 3 or below)**

- Teachers will be released four days, two in the fall and two in the spring, to work on the DRDPs. One day is for DRDP input and the second day is for writing the Child's Developmental Progress form for each child.

**Scenario 2 (ALL Preschool sites score a 4 or above)**

- Teachers will be released four days, two in the fall and two in the spring, to work on the DRDPs. One day is for DRDP input and the second day is for writing the Child's Developmental Progress form for each child.
- Teachers will receive a stipend in June for \$800 for participating in Quality Counts.
- Teachers will receive all the support for teaching and learning based on the priority list 1 through 5 on the attached list.

**Scenario 3 (One or two sites score a 3 or below and one or two sites score a 4 or above)**

- The spending priorities will be based on the final site scores. Within scenario 3 there are six possible outcomes for the reward amounts (scenario 3.1-3.5). The tables below depict the dollar amounts that will be received and the priority spending areas associated with each amount. Please see Table 1, 3.1 - 3.2, to identify the possible reward amounts. Please see Table 2 to identify the spending priorities based on each scenario.

See attached page for detailed spending priorities.

**Table 1**

	<b>\$120,000</b>
<b>Scenario 1</b>	<b>12,080</b>
<b>Scenario 2</b>	<b>78,680</b>
<b>Scenario 3.1</b>	<b>28,880</b>
<b>Scenario 3.2</b>	<b>74,480</b>

**Table 2**

Spending based on scenarios:	
Scenario 1	Only Improvement Grant (\$1,000 per class)
Scenario 2	Full Budget
Scenario 3.1	Priorities: 1 and 4
Scenario 3.2	Priorities: 1-4

See below for details for priorities.

**Quality Counts Proposed Budget**

Priorities	Item
1	DRDP Release Days
2	Teacher Stipends
3	Stipends
4	AB212 PD

For BFT: *Matt Meyer*

Matt Meyer, President

Date: *5/5/22*

For the District:

*Samantha Tobias-Espinosa*  
Samantha Tobias-Espinosa, Assistant Superintendent

Date: *5/5/22*

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

Subject: BHS Bridge Program Compensation Structure

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize that the BHS Bridge program has a unique structure that requires case management potentially outside of the duty day.

The intention of this agreement is to standardize how Bridge teachers are paid and how their duty day is laid out. In order for this program to be successful, teachers cannot be placed by administration in a position that requires work outside the duty day. The following 2 models will be used to staff and compensate Bridge teachers.

- a. A Bridge teacher that teaches Bridge as one of their five classes teaches Bridge during 7th period, has a case management period during the duty day equivalent to a .2 FTE.
- b. A Bridge teacher who teaches Bridge in addition to their 1.0 duty day and cannot accommodate a .2 case management period within the day, will be paid 1.2 FTE for the 7th period Bridge class and an additional .2 Per diem pay.

Both parties agree that this agreement will be part of the Collective Bargaining Agreement and can only be modified by mutual agreement.

Matt Meyer  
Matt Meyer, President BFT

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

5.4.22

\_\_\_\_\_  
Date

5.4.22

\_\_\_\_\_  
Date

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

Subject: Salary adjustment for BCCE to BFT Employees

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize the importance of creating pathways for classified staff to become certificated teachers and counselors.

To that end, any former classified employee employed by BUSD prior to their credentialing program that is now a credentialed teacher will not be paid less than they were paid as a classified employee by comparing per diem pay between the two jobs. Once a teacher's step and column pay surpasses the previous pay, the employee will be placed on the applicable salary schedule.

Matt Meyer  
Matt Meyer, President BFT

  
Glendaly Gascot-Rios, HR Director

**7/28/21**  
Date

8/10/21  
Date

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

Article 20.3

The children of Berkeley teachers who do not reside in Berkeley shall be admitted to Berkeley schools, subject to the granting of a permit by the district of residence. Further, should a teacher request that his/her child be permitted to enroll at the school to which s/he is assigned, the District will make every effort to enroll the child at the site in the Spring when students are normally assigned. Children of District employees will be able to utilize District transportation if there is capacity on existing school bus schedules.

Matt Meyer  
Matt Meyer, President BFT

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa, Asst.  
Superintendent of HR

5/25/22

Date

5/25/22

Date

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

Subject: Summer School and Extended School Year (ESY) Daily Rates for 2022

The Berkeley Unified School District and the Berkeley Federation of Teachers have agreed to the following 2022 Summer School and Extended School Year (ESY) rates for each day worked. These rates include the 1% raise effective July 1, 2021.

General Education Summer School for all levels:

- Pre-School (TK/K Bridge), Elementary, and Middle School Academic Instruction  
\$247.70 per day for three hours of instruction and one hour of preparation time and \$61.93 per hour for hours worked beyond the four-hour workday or as a portion of a day. Non-teaching staff development and orientation will occur on June 13, 2022, prior to Summer School/ESY starting. Two additional training days will occur the week of June 13, 2022. The program will run from June 16, 2022, to July 15, 2022.
- High School Credit Recovery  
\$247.70 per day for three hours of instruction and one hour of preparation time and \$61.93 per hour for hours worked beyond the four-hour workday or as a portion of a day. June 10, 2022, will be the non-teaching staff development and orientation day, and the program will run from June 13, 2022 to July 22, 2022.
- High School Bridge  
\$247.70 per day for three hours of instruction and one hour of preparation time. The program will last 10 teaching days (exact dates to be announced).
- CTE STEM Maker Summer Camp  
\$247.70 per day for three hours of instruction and one hour of preparation time. The program will last 16 - 18 teaching days (exact dates to be announced).

Special Education Extended School Year (ESY) for all levels:

- Pre-School, Elementary, Middle School, and High School  
\$278.66 per day for three and one-half hours of instruction and one hour of preparation time. Non-teaching staff development and orientation will occur on June 13, 2022, prior to Summer School/ESY starting. Two additional training days will occur the week of June 13, 2022. The program will run from June 16, 2022, to July 15, 2022.

Other Programs:

- Summer Training Preparation and Delivery  
Teachers preparing and delivering training in preparation for the summer program will be compensated for preparation at \$33.94 per hour, including two



hours of preparation time for every hour of training delivered, and compensated at their per diem rate for presenting.

- Summer Training  
Teachers attending training in preparation for the summer program will be compensated at the summer training rate of \$183.64 per day.
- Meetings in Preparation for Summer School  
Teachers participating in meetings in preparation for the summer program will be compensated at the curriculum development rate of \$33.94 per hour.
- Summer School Curriculum Development  
Teachers involved in summer school curriculum development will be compensated at the rate of \$33.94 an hour.
- Substitute Teachers  
Regular year BUSD teachers who substitute during the summer will be paid the same rates as the teachers hired for the summer program. Substitutes who cover during the summer program will be paid \$225 per day.
- Summer ELPAC/Special Ed Assessment Team  
Teachers, Psychologists, and other service providers who are tasked with Special Ed or ELPAC assessment and IEP writing duties during the summer break will be paid their per diem rate per the CBA Article 11.6.5.

#### Additional Summer Programs:

Given the need to address learning loss and COVID recovery this summer the following hourly/daily summer rates are being established:

Curriculum Development Rate: \$33.94 hourly

Teaching Rate: \$61.93 hourly

Participation in Summer Training Rate: \$183.64 daily

For BFT:

For BUSD:

Matt Meyer  
Matt Meyer, President

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Assistant Superintendent

8/3/22  
Date

8/3/22  
Date

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

**Subject: Summer Teacher-in-Charge Rate**

The Berkeley Unified School District and the Berkeley Federation of Teachers have agreed to the following rate for Teachers-In-Charge during the BEARS Summer Program.

**Teacher in Charge**

At least one hour per day at \$50/hour for the summer BEARS program from June 16, 2022 to August 9, 2022.

**Responsibilities**

The position would be a point person for the principal of the summer school program, BEARS families, and the staff during the afternoon BEARS program. They would also be a liaison for the BEARS supervisor as the coordinator for the site.

For BFT:

Matt Meyer  
Matt Meyer, President

6/22/22  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Assistant Superintendent

6/22/22  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BERKELEY UNIFIED SCHOOL DISTRICT (BUSD) and  
BERKELEY FEDERATION OF TEACHERS (BFT)**

Subject: Early Learning Inclusion Series – Professional Development (2022-2023)

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize that professional development is an important aspect of improving teaching and learning. To this end, BUSD and BFT have agreed to the following pay structure for the Early Learning Inclusion Series.

1. Curriculum Development Rate for meeting attendance on time sheets
2. Additional \$1000 stipend to be received by July 15th, 2023 for attending all sessions or at least 12 out of the 15 sessions. However, Participants may miss 3 live sessions following the completion of a make-up assignment. Make-up assignments must be completed to be eligible for the stipend.

Matt Meyer  
Matt Meyer, President BFT

8/17/22  
Date

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

8/17/22  
Date

Approved 5/18/2022

## ECE Calendar 2022-2023

Month	Mon	Tue	Wed	Thur	Fri	Key Dates	Highlights	SPED & Half Day	ECE Full Day
<b>JULY 2022</b>									
	4	5	6	7	8	7/4	Independence Day Holiday***		
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29			0	20
<b>AUG 2022</b>	1	2	3	4	5				
	8	9	10	11	12	8/10-8/11	*Staff Development Day Voluntary Work Day for ECE Teachers (No school for students)		
	13	16	17	18	19	8/12	*Teacher Work Day, PD Day (No school for students)		
	22	23	24	25	26	8/15	First Day of School		
	29	30	31			8/25	Elementary Back to School Night	13	20
<b>SEPT 2022</b>				1	2	9/1	Middle School Back to School Night		
	5	6	7	8	9	9/5	Labor Day Holiday*		
	12	13	14	15	16	9/8	Preschool Back to School Night		
	19	20	21	22	23	9/22	High School Back to School Night		
	26	27	28	29	30	9/27	Home Visit #1 Due	21	21
						9/30	DRDP #1 Due		
<b>OCT 2022</b>	3	4	5	6	7	10/10	SPED & Half Day Program Parent Teacher Conference Day (No school for students)		
	10	11	12	13	14	10/3-10/14	Preschool Parent Teacher Conference Days		
	17	18	19	20	21	10/18	Submit All DRDP Documents (Summary, Conference Schedule, & Progress Form)		
	24	25	26	27	28	10/28	SPED & Half Day Program Teacher Work Day, PD Day (No school for students)	19	21
	31								
<b>NOV 2022</b>		1	2	3	4				
	7	8	9	10	11	11/11	Veterans' Day Holiday*		
	14	15	16	17	18				
	21	22	23	24	25	11/21-11/25	Fall Break (No school for SPED & Half Day Program students)		
	28	29	30			11/23-11/25	Fall Break Board Holidays* (District Office Closed)	16	18
<b>DEC 2022</b>				1	2	12/2	ECERS #1 Due		
	5	6	7	8	9				
	12	13	14	15	16	12/19-12/30	Winter Recess (No school for SPED & Half Day Program students)		
	19	20	21	22	23	12/22-12/26	Winter Board Holidays* (District Office Closed)		
	26	27	28	29	30	12/30	Winter Board Holidays* (District Office Closed)	12	18
<b>JAN 2023</b>	2	3	4	5	6	1/2	New Year's Holiday* (District Office Closed)		
	9	10	11	12	13	1/3	Home Visit #2 Due		
	16	17	18	19	20	1/16	Martin Luther King Jr. Birthday Holiday*		
	23	24	25	26	27			20	20
	30	31							
<b>FEB 2023</b>			1	2	3				
	6	7	8	9	10				
	13	14	15	16	17	2/17	Lincoln's Birthday Holiday*		
	20	21	22	23	24	2/20	Presidents Day Holiday*	18	18
	27	28							
<b>MAR 2023</b>			1	2	3				
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24	3/30	ECERS #2 Due		
	27	28	29	30	31	3/31	Cesar Chavez Day of Service and Learning	23	23
<b>APR 2023</b>	3	4	5	6	7	4/3-4/7	Spring Recess (No school for SPED & Half Day Program students)		
	10	11	12	13	14	4/7	Board Holiday* (District Office Closed)		
	17	18	19	20	21	4/21	DRDP #2 Due		
	24	25	26	27	28	4/24-5/5	Preschool Parent Teacher Conference Days	15	19
<b>MAY 2023</b>	1	2	3	4	5				
	8	9	10	11	12	5/9	Submit All DRDP Documents (Summary, Conference Schedule, & Progress Form)		
	15	16	17	18	19	5/15	Malcolm X's Birthday Holiday*		
	22	23	24	25	26				
	29	30	31			5/29	Memorial Day Holiday*	21	21
<b>JUN 2023</b>				1	2	6/2	Last Day of School for SPED		
	5	6	7	8	9				
	12	13	14	15	16	6/16	Last Day of School for Half Day Program		
	19	20	21	22	23	6/19	Juneteenth Holiday*		
	26	27	28	29	30			12	21
*SPED, Half Day, & All Classified Staff Required Work Day							-Subject to change	Total Days	190 240

## K-12 Calendar 2022-2023

Month	Mon	Tue	Wed	Thur	Fri	Key Dates	Highlights	Student Days	Elementary Teacher Work Days	Secondary Teacher Work Days
JULY 2022	4	5	6	7	8	7/4	Independence Day Holiday***			
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29			0	0	0
AUG 2022	1	2	3	4	5					
	8	9	10	11	12	8/10-8/11	Certificated Staff Development Day (No school for students)			
	15	16	17	18	19	8/12	Teacher Work Day, Classified PD Day (No school for students)			
	22	23	24	25	26	8/15	First Day of School -TK-8 Minimum Day			
	29	30	31			8/16-8/17	TK-8 Minimum Day	13	16	16
						8/25	Elementary Back to School Night			
SEPT 2022				1	2	9/1	Middle School Back to School Night			
	5	6	7	8	9	9/5	Labor Day Holiday*			
	12	13	14	15	16					
	19	20	21	22	23	9/22	High School Back to School Night			
	26	27	28	29	30			21	21	21
OCT 2022	3	4	5	6	7	10/7	End of First Quarter (Secondary)			
	10	11	12	13	14	10/10	District Staff Professional Development Day (No school for students)			
	17	18	19	20	21	10/14	End of First Grading Period (Elementary)			
	24	25	26	27	28	10/24-10/27	Elementary Parent Teacher Conference Days (Shortened Days)			
	31					10/25-10/27	Middle School Conference Days (Shortened Days)	19	21	20
						10/28	Secondary Break, Elementary Conference Day (No school for students)			
NOV 2022		1	2	3	4					
	7	8	9	10	11	11/11	Veterans' Day Holiday*			
	14	15	16	17	18					
	21	22	23	24	25	11/21-11/25	Fall Break (No school for students)			
	28	29	30			11/28-11/29	Fall Break Board Holidays* (District Office Closed)	16	16	16
DEC 2022				1	2					
	5	6	7	8	9	12/16	End of Second Quarter/First Semester (Secondary)			
	12	13	14	15	16	12/19-12/30	Winter Recess (No school for students)			
	19	20	21	22	23	12/22-12/26	Winter Board Holidays* (District Office Closed)			
	26	27	28	29	30	12/30	Winter Board Holidays* (District Office Closed)	12	12	12
JAN 2023	2	3	4	5	6	1/2	New Year's Holiday* (District Office Closed)			
	9	10	11	12	13					
	16	17	18	19	20	1/16	Martin Luther King Jr. Birthday Holiday*			
	23	24	25	26	27	1/26	High School Open House			
	30	31						20	20	20
FEB 2023			1	2	3					
	6	7	8	9	10	2/10	End of Second Grading Period (Elementary)			
	13	14	15	16	17	2/17	Lincoln's Birthday Holiday*			
	20	21	22	23	24	2/20	Presidents Day Holiday*			
	27	28						18	18	18
MAR 2023			1	2	3					
	6	7	8	9	10	3/10	End of Third Quarter (Secondary)			
	13	14	15	16	17					
	20	21	22	23	24	3/30	Middle School Open House			
	27	28	29	30	31	3/31	Cesar Chavez Day of Service and Learning	23	23	23
APR 2023	3	4	5	6	7	4/3-4/7	Spring Recess (No school for students)			
	10	11	12	13	14	4/7	Board Holiday* (District Office Closed)			
	17	18	19	20	21					
	24	25	26	27	28			15	15	15
MAY 2023		1	2	3	4					
	8	9	10	11	12					
	15	16	17	18	19	5/15	Malcolm X's Birthday Holiday*			
	22	23	24	25	26	5/18	Elementary Open House			
	29	30	31			5/29	Memorial Day Holiday*	21	21	21
JUN 2023				1	2	6/2	Last Day of School			
	5	6	7	8	9					
	12	13	14	15	16					
	19	20	21	22	23	6/19	Juneteenth Holiday*			
	26	27	28	29	30			2	2	2

\*Certificated and Classified Staff \*\*Certificated Staff \*\*\*12 Month Classified Staff #Selected Classified Employees -Subject to change

Total Days

180 185 184