

## Tentative Agreement Fiscal Package

14.1.1 Unit members employed for the 2024-2025 school year shall receive an on schedule increase to all rates and schedules of 2% effective July 1, 2024.

Effective July 1, 2024, Unit members employed for the 2024-2025 school year shall receive an off-schedule one-time bonus of 1%

### Keep Current Contract Language for:

Special Education Caseloads

Bereavement Leave

Child-rearing Leave

### Tabled for 25-26 Contract Negotiations:

IEP/504/SST Meetings

## Tentative Agreements/MOU

### 12.3 Extended Sick Leave

An educator absent from duty for reasons of illness or accident for a period of one hundred (100) duty days or less from the date of the expiration of the accumulated sick leave shall receive fifty percent (50%) of their regular salary and credential-related stipends. Concerning the above-referenced one hundred (100) duty days or less of extended sick leave, the educator shall continue to receive the same level of District health benefits coverage as before the illness or accident as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.

### 14.18.1 Payroll Errors

In the event an educator does not receive all or part of their paycheck, the Business Office of the District shall immediately be notified. Payment shall be provided by the Superintendent within five (5) business days or, at the educator's request, by the next appropriate paycheck (e.g., supplemental check for timesheet hours and regular paycheck for salary). Within five (5) business days of being notified, the District shall notify the educator if the error is due to the educator not following District protocols for submitting work hours. The District shall make the educator whole within five (5) business days of receipt of the correction.

MOU Effective Immediately:

The district will establish a Human Resources/Payroll Helpdesk Ticketing system where individual tickets can be tracked by the employee to streamline the process to resolve payroll inaccuracies by August 2025.

Signed by:  
For BFT: *Matti Meza*  
80F7FCF27491451

Date: 10/21/2024

DocuSigned by:  
For BUSD: *Samantha Tobias-Espinosa*  
3E3549F3FF4047B

Date: 10/21/2024

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 educator provided this request is received by the Human Resources Department on or before March 1 of the preceding school year. 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 educators. If a request for a partial leave of absence, the educator 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 educator was notified of the denial of their original request.

Leave without pay for the two (2) subsequent school years may be granted by the Board upon written request of the educator provided this request is received by the Human Resources Department on or before March 1 of the preceding school year. If the District needs are met, and on an individual basis, the Board will endeavor to make available a second year of leave to educators that can be applied for with the first year of leave request. If a request for a two-year leave is denied, the educator may submit a revised request for a one-year leave. 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 educator 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.

Notes:

Site not guaranteed

Locked in for the two years - not eligible to come back early

For BFT:

*Matt Meyer*

Date: 5.24.24

For BUSD:

*Samantha Tobias-Espinosa*

Samantha Tobias-Espinosa

Date: 5/24/24

## TENTATIVE AGREEMENT

11.2.5.2 For TK - 5 educators, no faculty meeting or collaboration meeting shall be scheduled during the final week of the second trimester. During the affected month, the mandatory number of required hours will be adjusted by reducing the required collaboration meeting hours in the affected month from four (4) to two (2) while maintaining the faculty meeting hours at four (4) accordingly. For example, if there are four (4) Wednesdays during the month, the total number of required faculty meeting hours will be reduced from four (4) to three (3) and the total number of required collaboration meeting hours will also be reduced from four (4) to three (3). The hours made available as a result of the reduction in collaboration meeting hours shall instead be used to prepare report cards.

Clean Version:

11.2.5.2 For TK - 5 educators, no faculty meeting or collaboration meeting shall be scheduled during the final week of the second trimester. During the affected month, the mandatory number of required hours will be adjusted by reducing the required collaboration meeting hours in the affected month from four (4) to two (2) while maintaining the faculty meeting hours at four (4). The hours made available as a result of the reduction in collaboration meeting hours shall instead be used to prepare report cards.

*Matt Meyer*  
4.29.24

*Samantha Tobias-Espinosa*  
4-29-24

11.10.6 Early Childhood Education staff may be required to attend staff meetings during off-duty hours. These meetings normally shall not exceed ~~one and one-half (1 ½) hours per meeting and shall not exceed six (6) hours~~ three (3) hours per month. ~~They shall be held between the hours of 9:30 a.m. and 7:00 p.m., with no more than three (3) meetings per year held after 6:00 p.m.~~ These meeting hours will be equitably distributed for all site staff, and staff members shall have the opportunity to place items on the agenda. The Special Education staff working in the Early Childhood Program may be required to attend an additional one (1) hour meeting per month to discuss Special Education specific topics. This meeting shall begin no later than 60 minutes after the last students are dismissed.

For BFT:

*Matt Meyer*

Date: 5.24.24

For BUSD:

*Samantha Tobias-Espinosa*

Date: 5/24/24

TIP Stipend: ~~\$1792~~ \$2000 plus any compensation increase

Notes:

Increase will come from BERRA Recruitment and Retention Funds.

For BFT:

*Matt Meyer*

Date: 5.24.24

For BUSD:

*Samantha Tobias-Espinosa*

Date: 5/24/24

Article 11

Educators that attend meetings which include District Professional Development, staff meetings or collaboration meetings outside their typical staff meeting schedule will be paid up to one and a half (1.5) hours at the Curriculum Development Rate for the time outside their staff meeting schedule. This includes:

- a. Berkeley High educators who teach a Period 2 - 7 schedule that attend the 8:00 am Monday morning meetings.
- b. Full or part time TK - 5 educators who typically have an early start meeting schedule that are attending the late start scheduled meeting.

Educators who teach 0 and 7th period by choice are exempt from this article.

For BFT:

*Matt Meyer*

Date: 5.24.24

For BUSD:

*Samantha Tobias-Espinosa*

Date: 5/24/24

Proposal: 8% increase to all adult school hourly pay rates. Salary increases for 2024-2025 for the general membership will not be included in this increase.

For BFT:

*Matt Meyer*

5/28/24

For BUSD:

*Samantha Tobias-Espinosa*

5/28/24



## TENTATIVE AGREEMENT

15.2.5 By mutual agreement between the teacher and Evaluator, a permanent teacher receiving a Summative Evaluation with ~~an overall~~ ratings of “Distinguished” or “Proficient” may participate in alternative evaluation procedures in their subsequent evaluation year. If a teacher receives any “Needs Improvement” or “Unsatisfactory” ratings on the preceding Summative Evaluation they are not eligible for Alternative Evaluation. Alternative evaluation procedures shall be determined by the BPAR Panel and shall be in accordance with the Stull Act.

*Matt Meyer*  
5/24/24

*Samantha Tobias-Espinosa*  
5/24/24

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

For BFT:

*Matt Meyer*

Date: 5.24.24

For BUSD:

*Samantha Tobias-Espinosa*

Date: 5/24/24

## ADULT SCHOOL PACKAGE

### Tentative Agreement - Article 11.7.5

#### 11.7.5 Job Sharing and Vacancies

11.7.5.1 Job sharing at the Adult School occurs when two (2) teachers share teaching assignments normally assigned to one (1) teacher. ~~Assignments can either be Short-Term or Continuing. All assignments are limited to teachers teaching no more than sixty percent (60%) of a full-time assignment for any given year.~~

Job Sharing can occur when teacher(s) assume an assignment vacated by a teacher because of illness or leave of absence. ~~Short-Term: Teacher(s) assuming an assignment vacated by a teacher because of illness, leave of absence, or resignation. These assignments are limited to one (1) semester (part or total) if the total assignment for the teacher exceeds seventeen~~  
and Maximum

Class Size

~~TK and K All Day 360 minutes 27~~

~~TK~~

~~District will follow state law regarding the adult to student ratio for TK.~~

~~32~~

~~K 32~~

~~1-3 31~~

~~TK-3 Combination 30~~

~~4 and 5 34~~

~~4-5 Combination 31 one-half (17.5) hours per week. Teachers may not assume/continue a short-term job share if they will exceed the allowable hours in any given semester.~~

~~Continuing: Two (2) teachers may share an assignment as part of their overall teaching load so that neither exceeds the sixty percent (60%) limit. These are designed to be ongoing from year to year or semester to semester (in the case of a one (1) semester class offered annually). Neither teacher in a continuing job share may exceed seventeen and one-half (17.5) hours per week for more than one (1) semester.~~

11.7.5.2 Vacant positions are created when a prior teacher resigns or classes are added. Current BAS teachers who are hired for these positions will add these hours to their current teaching load.

Procedure:

1. In so far as possible, teachers needing a job share partner because of health problems or leave of absence shall advise the administration about the need for a short-term job share.
2. In the event a position is vacated because of illness, leave of absence, or resignation, the position will be posted for a job share internally. In the event no BAS teacher(s) apply, the position will be advertised outside BAS. Such posting shall include qualifications for the position ~~and semester time limitations.~~
3. Applications will be taken and an interview held in the event that more than one (1) qualified teacher applies for the job share. The panel will consist of one (1) administrator, the elected faculty department representative and one (1) other faculty member to be selected by mutual consent of the administration and the elected representative. (The initiating job share teacher will have the option to sit on the panel.)
4. A recommendation of two (2) candidates (if there are two (2) or more candidates) will be given to the principal.
5. If there is only one (1) applicant or only one (1) finalist is recommended by the interview panel, the principal may choose to interview the finalist and then either select the finalist or reopen the position.
6. The selection will be based upon qualifications, experience, and continuity of instruction with the least disruption to the students' instruction. The principal will make the final selection in consultation with the elected faculty department representative.

Each job share instructor will fill out all required paperwork. When a job share instructor is on duty and attends the departmental meeting, they will receive one (1) hour of pay at the curriculum development rate. The hours of preparation time will be split between the two (2) instructors. The job share will cost no more than one (1) teacher performing the assignment.

11.7.6 A regularly employed Adult School teacher who is substituting in another teacher's class shall not have that substituting considered as a permanent part of the teacher's assignment. A regularly employed Adult School teacher who is hired for a vacant position is the teacher of record and applicable job status provisions will apply. Short-term substitution (two (2) or fewer weeks) and long-term substituting for the teacher of record who is temporarily unable to continue teaching shall not be considered a job share.

14.6.3 Program Coordinator hours are not considered teaching hours. ~~and therefore are not subject to the sixty percent (60%) restriction imposed on Adult School teachers under State Ed Code 44929.25.~~ These hours do not count towards probationary or permanent status.

#### **Tentative Agreement - Article 12.4.6 Child Rearing Leave**

12.4.1.6 Bargaining unit hourly educators shall be entitled to child rearing leaves for the same duration and compensation as salaried employees, without pay. Compensation will be based on the current semester's number of hours.

### **Tentative Agreement - Article 14.7 Placement on Salary Schedule**

#### 14.7 Placement on ~~TK-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 eighteen(18) years for those hired in 2022-2023. The step maximum will increase by one (19 in 2023-2024) until it reaches the maximum number of steps. All Adult Schools teachers employed for the 2023-2024 school year shall have their salaries adjusted to reflect year for year credit for comparable teaching experience gained before their first date of paid service at the Adult School. [REDACTED]

[REDACTED] last pay for up to three (3) years including 2023-2024 that reflects prior

[REDACTED] For Adult School teachers, comparable teaching experience includes teaching experience at a regionally accredited public or private elementary, secondary, or postsecondary institution in their subject area.

#### MOU:

For current Adult School teachers, each teacher will submit proof of teaching experience. For teachers who came into BUSD with 10 or more years of experience will receive a one time payment of \$5000. Teachers who came into BUSD with 4 - 9 years of experience will receive a one time payment of \$2500.

For BFT:  
*Matt Meyer*  
5/28/24

For BUSD:  
*Samantha Tobias-Espinosa*  
5/28/24



## 2024 Reopener Implementation MOU

BFT and BUSD agree to the following implementation procedures after the ratification of the Tentative Agreement:

1. New salary schedules and stipends will be updated.
2. Retro pay for FY 2024-2025 will date back to July 1st, 2024. This includes any Curriculum Development, teacher hourly or per diem timesheets that are impacted.
3. Retro paychecks for salaried staff will be issued no later than December 15th. The December end of month pay warrant will include the new rates.
4. Retro paychecks for Adult School hourly will include the 8% increase to base pay and the 2% increase to Curriculum Development pay and will be issued no later than December 15th. December timesheets paid on January 15th will be at the new rates.
5. The 1% one time off schedule 'bonus' will be paid January 15th for all BFT unit members.
6. For salaried BFT unit members, the 1% bonus shall be calculated by the District based on the BFT unit member's base salary (step and column placement for the 2024-2025 school year, and does not include stipends or hourly compensation). Except as provided in paragraphs 2 and 3 below, the 1% bonus shall be calculated by the District based on a full year's base salary up to 1.0 FTE. Salaried BFT unit members that are on medical or childrearing leave at any point in 2024-2025 will have the 1% bonus calculated on the unit member's base salary.
7. Salaried BFT unit members that are on unpaid leave at any point in the 2024-2025 school year will have the 1% bonus calculated on the unit member's base salary prorated based on the proportion of FTE the member is working/paid in 2024-2025. For example, a 1.0 FTE teacher on a .40 FTE leave of absence would receive a bonus equal to .60 FTE of their base salary for 2024-2025 (i.e., 60% of the BFT member's 1.0 FTE salary multiplied 1%).
8. For salaried BFT unit members who, for the 2024-2025 school year, are granted a sabbatical leave, the bonus shall be applied to the expected salary for the year after the implementation of the ongoing raise.

9. Salaried BFT unit members employed or reemployed after December 15th, 2024, shall receive the 1% bonus payment no later than 60 days after the date of employment prorated to the number of contractual work days. Any increase or decrease in the BFT salaried member's FTE after December 15th, 2024, will not be used to determine their 1% bonus for the 24-25 school year.

Signed by:  
*Matt Meyer*  
80F7FCF27491451  
Matt Meyer, BFT

10/23/2024

Date

DocuSigned by:  
*Samantha Tobias-Espinosa*  
3E3549F3FF4047B  
Samantha Tobias-Espinosa, BUSD

10/23/2024

Date



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

Subject: Year 2 School Psychologist Interns

BFT and BUSD have a mutual interest in creating a pipeline for School Psychologists. Providing a stipend for Year 2 School Psychologist Interns will attract and help recruit future School Psychologists. BUSD will pay each Year 2 Psychologist intern a \$5,000 stipend for a minimum of 400 hours of work in a school year. This stipend will be added to the BFT Extra Compensation Pay Schedule.

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

5/12/23 \_\_\_\_\_  
Date

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

5/17/23 \_\_\_\_\_  
Date

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

Subject: Substitute Pay - Late Canceled Job Payment

New Article  
14.11.16

BUSD and BFT agree, in accordance with past practice, that a daily substitute teacher who accepts a job and shows up to that job will be paid for half a day in the case that the job was not canceled by twelve hours prior to the start time.

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

5/17/2023 \_\_\_\_\_  
Date

*Samantha Tobias-Espinosa*

Samantha Tobias-Espinosa, Asst.  
Superintendent, HR

5/17/2023 \_\_\_\_\_  
Date

New Article

14.5.3

Secondary teachers who write at least five (5) letters of recommendation can choose one of the two options upon completion of the letters:

- be paid on timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate
- be granted an inservice credit hour per letter of recommendation

Secondary teachers who write at least ten (10) letters of recommendation can choose one of three options upon completion of the letters:

- be paid on timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate.
- be granted one release day (equivalent to 10 letters)
- be granted an inservice credit hour per letter of recommendation

Secondary teachers who write at least twenty (20) letters of recommendation can choose one of three options upon completion of the letters:

- be paid on timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate
- be granted up to two release days (equivalent to 10 letters per day)
- be granted an inservice credit hour per letter of recommendation

Secondary teachers who write at least thirty (30) letters of recommendation can choose one of three options upon completion of the letters:

- be paid on timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate
- be granted up to a maximum of three release days per year (equivalent to 10 letters per day)
- be granted an inservice credit hour per letter of recommendation

Secondary teachers who write more than thirty (30) letters of recommendation will receive the benefits for the thirty (30) letters of recommendation and starting at the thirty-first (31st) letter can choose to be compensated per letter of recommendation by choosing one of these options per letter upon completion of the letters:

- be paid on timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate

- be granted an inservice credit hour per letter of recommendation

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.

A teacher can combine pay at the curriculum development rate and inservice credit hours based on the number of letters. Release days are equivalent to ten letters each and can only be earned and used as full days.

Teachers cannot receive credit, release time, or compensation more than once per student per academic year.

It is understood that a letter of recommendation release day will not be used to extend District Holidays, non-student work days, or recesses or related to activity for which the teacher may receive additional remuneration. Administrators must approve the release day to ensure enough substitutes are available.

At any point that credit, release time, or compensation is received for letters of recommendation, an administrator can ask for confirmation of the work performed.

Academic Counselors can receive three (3) days of uninterrupted time prorated based on FTE on campus for the purpose of completing letters of recommendation. Counselors can choose to conduct this work outside of their dedicated workspace.

This agreement begins with the 22-23 school year. For 2022-2023, teachers who wrote qualifying letters and did not receive inservice credit, can utilize compensation at the curriculum development rate with proof of the letters written per the criteria above. Eligible teachers must submit timesheets at a rate of up to 45 minutes per letter of recommendation at the Curriculum Development rate and the District must receive timesheets and proof of the letters by 4 pm on June 15, 2023.

Matt Meyer

Matt Meyer, BFT

5/23/23

Date

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, BUSD

5/23/23

Date

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

**Subject: Summer Extended Learning Teacher-in-Charge**

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 the teacher hourly rate for the summer BEARS program when an administrator is not on site.

**Responsibilities**

The position would be a point person for the summer extended learning program, BEARS families, and the staff. They would also be a liaison for the Extended Learning Manager.

**Required Credential**

The required minimum credential for this assignment is a Site Supervisor Child Development Permit.

This MOU will be added to future CBAs and the rate will be increased by all negotiated raises.

For BFT:

Matt Meyer  
Matt Meyer, President

7/27/23  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Assistant Superintendent

7/27/23  
Date

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

Subject: Athletic Coach Stipend 11.5.6

Coaches of interscholastic athletic teams which are not considered as one of the teacher's five (5) instructional periods shall receive an additional stipend of three hundred and seventy one (\$371.00) increased by the applicable salary increase each year per athletic team and shall be required to record pupil attendance and issue grades for student participation on the team. If the teams of a specific sport are combined towards meeting the quota of thirty-five (35) students, credit for the fifth instructional period will be rotated between the two (2) coaches.

Athletic Coach Stipend is added to the Extra Compensation Schedule.

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

*Samantha Tobias-Espinosa*  
\_\_\_\_\_  
Samantha Tobias-Espinosa, Asst  
Superintendent, HR

8/9/23  
Date

8/9/2023  
Date

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

**Berkeley City College Counseling College  
Preparation Class  
BSEP Grant**

The Berkeley Federation of Teachers ("BFT") and the Berkeley Unified School District ("District") recognize the importance of highly qualified teachers providing academic instruction and support to our students. To this end the parties agree to the following:

1. A fully credentialed counselor selected by the school district will fill the role of "course instructor" for the BSEP funded Berkeley City College Class "College Preparation".
2. A fully credentialed secondary special education teacher selected by the District will fill the role of "special education teacher" for the College Preparation class.
3. The responsibilities of the special education teacher will be to primarily support students with disabilities throughout the process of the College Preparation class from recruiting, registration, enrollment, classes, field trips, and course evaluation. The special education teacher will work closely with the course instructor to ensure accessible curriculum and appropriate accommodations and modifications as determined by students' individual education plans. Secondary responsibilities will include providing similar support for other participating students as well as monitoring attendance and participating in grant evaluation. The special education teacher will communicate with case managers regarding participation and on-going student performance for students with disabilities.
4. The responsibilities of the course instructor include recruiting targeted students, facilitating the processing of concurrent enrollment forms, communicating with students' high school counselors, monitoring student participation, and delivering the approved Berkeley City College curriculum to the participating students.
5. The total stipend for the "Course Instructor" will be \$4,500. The stipend may be split between multiple instructors. The balance of the instructors' pay is through Berkeley City College.
6. The stipend for the special education Case Manager teacher will be \$4,000.
7. This agreement is retroactively effective July 1, 2022. The parties acknowledge that this is an ongoing agreement and may be amended based on mutual agreement.

For BFT:

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

Date: 8/18/23

For the District:

*Samantha Tobias-Espinosa*  
Samantha Tobias-Espinosa  
Assistant Superintendent  
of Human Resources

Date: 8/18/23

MEMORANDUM OF UNDERSTANDING

BETWEEN

BERKELEY UNIFIED SCHOOL DISTRICT

AND

BERKELEY FEDERATION OF TEACHERS

Subject: Teacher Induction Mentor Training Compensation

BUSD contracts with the Contra Costa County Office of Education (CCCOE) to provide training to teachers who agree to mentor new teachers in their induction program. The District provides mentors an annual \$1792.00 stipend (subject to salary increases), payable in two installments, for every teacher supported by a mentor. All mentors are required to attend mentor training sessions facilitated by CCCOE.

BUSD will provide substitute coverage for mentors who require classroom coverage to attend trainings during the school day. Days and/or hours requiring substitute coverage will not be deducted from BFT unit members' personal or sick days. Mentors are given the option to attend trainings in-person during school hours and/or after school hours, or via web conferencing. However, some trainings are only conducted during the school day. Mentors have differing training obligations based on their years of experience mentoring.

BFT unit members who attend mentor trainings outside of contract hours will be compensated by BUSD at the Curriculum Development rate. BFT unit members who attend in-person mentor trainings at CCCOE or Alameda Unified offices will be compensated for roundtrip gas/ mileage to/from their school site.

This agreement shall begin in the 2023-2024 school year and will continue as long as the CCCOE Mentor structure does not change. As with all stipends, this rate will go up with any salary increase. This stipend reflects the 2023-2024 increase. If CCCOE changes the Mentor structure, the District and BFT will meet to update this agreement.

Matt Meyer 9/12/23  
Matt Meyer, President BFT Date

Samantha Tobias-Espinosa 9/12/23  
Samantha Tobias-Espinosa, BUSD Date



Memorandum of Understanding  
Between the Berkeley Unified School District  
The Berkeley Federation of Teachers  
2023-24 School Year

**Subject: PD Teacher Leader at BTA and PD Leader at BIS**

The Berkeley Unified School District and the Berkeley Federation of Teachers (BFT) have agreed to the following:

Professional Development Leader, under the general supervision of the BTA/BIS Principal, will provide school-wide leadership in curriculum, instruction, assessment, and professional development.

The BTA/BIS Principal shall identify Teacher Leaders and which stipends they qualify for each school year.

**Duties and Responsibilities:**

1. Annually conduct a professional development needs assessment and develop a school-wide professional development plan.
2. Plan for and co-lead staff in weekly professional development activities with the principal and the three all-day PD days in Aug, Oct, and Nov.
3. Assignment spans the school year.

**Compensation:**

Berkeley Independent Study (BIS)

1.5 hours to 3 hours a week at the Teacher Hourly Rate *and/or*  
Stipend equivalent to 0.10 - 0.25 FTE

Berkeley Technology Academy (BTA)

Stipend equivalent to 0.10 - 0.25 FTE (discretion of Principal)

**Qualifications:**

A valid, non-emergency California teaching credential.

Excellent interpersonal and organizational skills. Ability to work with teachers, classified staff and administrators in a collaborative and productive manner.

A high level of expertise (experience in teacher leading) in curriculum, instruction, and professional development. Ability to apply this expertise across the spectrum of programs offered in BIS and BTA.

Ability to stay current with educational research and trends.

**This MOU will be added to the appendix of the next contract. It will remain in effect until a new agreement is reached by the parties.**

For BFT:

Matt Meyer  
Matt Meyer,  
President

11/29/23  
Date

For BUSD:

Samantha Tobias-Espinosa  
Samantha Tobias-Espinosa,  
Assistant Superintendent

11/29/23  
Date

**Memorandum of Understanding of between  
Berkeley Federation of Teachers (BFT) and  
Berkeley Unified School District (BUSD)**

**Subject: Stipend for BTA Peer-to-Peer Mentoring Program**

Berkeley Technology Academy (BTA) will start a Mental Health Peer-to-Peer Mentoring program. In 2024, Participating educators will receive a stipend of \$1200 paid monthly to establish and run the Peer-to-Peer Mentoring program at Berkeley Technology Academy. In the 2024-2025 school year, participating educators will receive a stipend of \$2400 plus any negotiated salary increases.

**Peer-to-Peer Mental Health Mentoring Program:**

This program will run from January through the end of the school year for a total of 5 months in 2024 and the school year of 2024-2025. The participating educator will attend a two-day training in March. Educators will recruit and monitor up to 7 BTA students including attendance tracking in 2024 and up to 10 students in 2024-2025.

This MOU is in effect starting January 1, 2024 and will continue as long as grant funding is available for this program. If grant funding ceases, this agreement will be renegotiated.

*Mall Meyer* \_\_\_\_\_  
President BFT  
1/24/24 \_\_\_\_\_  
Date

*Samantha Tobias-Espinosa*  
Samantha Tobias-Espinosa, BUSD


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


Subject: Home and Hospital Instruction Per Diem Pay

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") are codifying past practice as established in Appendix 34.

Home and Hospital Instruction can be taught by any fully credentialed teacher and is paid at that instructor's per diem rate. Each subject offered consists of up to 5 hours of instruction and one hour of preparation time per subject (or 4 hours), 9 total.

If FTE is offered instead of per diem pay, every 9 hours is a .2 FTE increase.

DocuSigned by:  
  
80F7FCF27491451  
Matt Meyer, President BFT

DocuSigned by:  
  
3E9549F3FF48478  
Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

2/29/2024  
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Date

2/29/2024  
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Date

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

Subject: Adult School Testing Rate

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") are codifying the pay rate for ESL Testing at the Berkeley Adult School.

The testing rate for 2023-2024 is \$47.16 hourly. All applicable salary increases will apply to this rate moving forward.

DocuSigned by:  
*Matt Meyer*  
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Matt Meyer, President BFT

DocuSigned by:  
*Samantha Tobias-Espinosa*  
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Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

2/29/2024  
Date

2/29/2024  
Date

## **Memorandum of Understanding between BUSD and BFT for High School Counselor Wellness Center Stipend**

Counselors are Berkeley High School's greatest culture holders. Students trust and respect, and feel safest with them. They will spend targeted time in community with students inside the Wellness Center.

### **Counselors "BHS Culture Keepers" are the best Wellness Support for our community.**

Participating counselors will spend one class period each week in community w/students who drop-in to the Wellness Center.

**The counselor's role during this time is to** observe the room, respect students' self-selected activity, or sit in community with a therapeutic activity to help ensure welcoming and safe interactions. If a student drops-in and requests a check-in, the counselor will be available to conduct a 1-1 check-in with the student if the Wellness Center staff are occupied with other students at the time. In general, the counselors will assist in upholding Wellness Center student visitor agreements by being knowledgeable of the full scope of site resources too.

- There are higher needs **period slots** the Wellness Center needs to fill each week.
- Participating counselors will **self select** 1 period slot for the week, based on VP and Coordinator identified need. This same period slot can be worked into the person's schedule each week.
- A schedule of participating counselors will be electronically posted internally for the counseling team and wellness team.
- Counselors sign-in for their time slot at the Welcome Desk to track shifts. The Wellness Center Coordinator and/or designated staff will maintain the sign-in sheet for counselors.
- If a counselor cannot make their scheduled shift due to an absence or unavoidable occurrence, they will be able to reschedule their time
- No specific deliverables are required or expected and no additional responsibilities outside of the above described time will be associated with this commitment.

If the support staff member assists with social-emotional community for at least **16** weeks per semester, a \$1,000 stipend (\$500 S1 and \$500 S2) will be awarded. This is to account for the additional prep it takes support specialists to support social-emotional community space during the school year. If there are two different counselors who would like to submit a request to split the designated time slot and associated stipend, they may make a joint request with the reason why. A split may be approved at the discretion of administrators. Two people can split the time and stipend. The maximum number of stipends per fiscal year is dependent on funding and will not exceed 10.

This MOU applies when funding is available.

### **Implementation notes:**

**For the 2023-24 school year, the participating counselors helped pilot this work, they committed to 16 weeks minimum in the Wellness Center, this started mid-December of 2023, and is effective through end of May 2024. Funding for this 2023-24 school year comes from one time Restorative Re-start BHS budget, for the supervision of social-emotional student activity and mentoring approved activity.**

**For the 2024-25 school year, the above MOU description will be implemented and the stipend will**

**Memorandum of Understanding between BUSD and BFT  
for High School Counselor Wellness Center Stipend**

be distributed at end of the semester. The funding for this ongoing stipend was approved through a BHS BSEP grant supervised by VP of Wellness.

For BFT:

*Matt Meyer*

5/15/24

For BUSD:

*Samantha Tobias-Espinosa*

5/15/24

14.7 Placement on the 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 eighteen(18) years for those hired in 2022-2023. The step maximum will increase by one (19 in 2023-2024) until it reaches the maximum number of steps. All Adult Schools teachers employed for the 2023-2024 school year shall have their salaries adjusted to reflect year for year credit for comparable teaching experience gained before their first date of paid service at the Adult School. For Adult School teachers, comparable teaching experience includes teaching experience at a regionally accredited public or private elementary, secondary, or postsecondary institution in their subject area.

MOU:

For current Adult School teachers, each teacher will submit proof of teaching experience. For teachers who came into BUSD with 10 or more years of experience will receive a one time payment of \$5000. Teachers who came into BUSD with 4 - 9 years of experience will receive a one time payment of \$2500.

For BFT:  
*Matt Meyer*  
5/28/24

For BUSD:  
*Samantha Tobias-Espinosa*  
5/28/24

## MOU between Berkeley Federation of Teachers and BUSD

Subject: Adult School Hour Restrictions

BFT and BUSD have a mutual interest to ensure that positions are filled prior to the 24-25 school year. The following MOU will allow Berkeley Adult School teachers to work above the 60% limitation for the upcoming school year. This MOU is ongoing.

### **MOU - Article 11.7.5**

#### 11.7.5 Job Sharing and Vacancies

11.7.5.1 Job sharing at the Adult School occurs when two (2) teachers share teaching assignments normally assigned to one (1) teacher.

Job Sharing can occur when teacher(s) assume an assignment vacated by a teacher because of illness or leave of absence.

Two (2) teachers may share an assignment as part of their overall teaching load. These are designed to be ongoing from year to year or semester to semester (in the case of a one (1) semester class offered annually).

11.7.5.2 Vacant positions are created when a prior teacher resigns or classes are added. Current BAS teachers who are hired for these positions will add these hours to their current teaching load.

Procedure:

1. In so far as possible, teachers needing a job share partner because of health problems or leave of absence shall advise the administration about the need for a short-term job share.
2. In the event a position is vacated because of illness, leave of absence, or resignation, the position will be posted for a job share internally. In the event no BAS teacher(s) apply, the position will be advertised outside BAS. Such posting shall include qualifications for the position.
3. Applications will be taken and an interview held in the event that more than one (1) qualified teacher applies for the job share. The panel will consist of one (1) administrator, the elected faculty department representative and one (1) other faculty member to be selected by mutual consent of the administration and the elected representative. (The initiating job share teacher will have the option to sit on the panel.)
4. A recommendation of two (2) candidates (if there are two (2) or more candidates) will be given to the principal.



5. If there is only one (1) applicant or only one (1) finalist is recommended by the interview panel, the principal may choose to interview the finalist and then either select the finalist or reopen the position.

6. The selection will be based upon qualifications, experience, and continuity of instruction with the least disruption to the students' instruction. The principal will make the final selection in consultation with the elected faculty department representative.

Each job share instructor will fill out all required paperwork. When a job share instructor is on duty and attends the departmental meeting, they will receive one (1) hour of pay at the curriculum development rate. The hours of preparation time will be split between the two (2) instructors. The job share will cost no more than one (1) teacher performing the assignment.

11.7.6 A regularly employed Adult School teacher who is substituting in another teacher's class shall not have that substituting considered as a permanent part of the teacher's assignment. A regularly employed Adult School teacher who is hired for a vacant position is the teacher of record and applicable job status provisions will apply. Short-term substitution (two (2) or fewer weeks) and long-term substituting for the teacher of record who is temporarily unable to continue teaching shall not be considered a job share.

14.6.3 Program Coordinator hours are not considered teaching hours. These hours do not count towards probationary or permanent status.

Matt Meyer  
BFT  
6/12/24  
Date

Samantha Tobias-Espinosa  
BUSD  
6/12/2024  
Date

### MOU Between BUSD and BFT

According to the BFT/BUSD Collective Bargaining agreement, BFT represents non-managerial certificated positions. Social workers fit into this category and are being added under recognition. They will be paid on the School Psychologist salary schedule and have 194 work days.

2.1.6 Those serving in the following certificated positions:

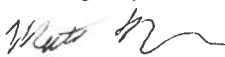
- a. School Psychologists
- b. Counselors
- c. Speech/Language Pathologists
- d. Secondary School Athletic Directors
- e. Secondary School Activities Directors
- f. Librarians
- g. Teachers on Special Assignment
- h. School Psychologist Interns
- i. Social Workers

3.6 "Support Staff" shall refer to counselors, psychologists, social workers, 1.0 FTE District Teachers on Special Assignment and 1.0 Secondary Teachers on Special Assignment.

10.1.2 Beginning in the 2023-2024 school year, the number of work days shall be as specified:

- a. Elementary 185
- b. Secondary 184
- c. Early Childhood Education Program 202
- d. Counselors 193
- e. Psychologists 194
- f. Adult School Teachers 185
- g. BHS College/Career Advisor 193
- h. Social Workers 194

Matt Meyer, BFT  
6.26.24

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 6/27/2024