TA Article 23. EXPIRATION OF CONTRACT AND RE-OPENERS

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

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

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

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

Matt Meyer, BFT President

_Signed by Matt Meyer_  
May 26, 2021

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

_Signed by Samantha Tobias-Espinosa_  
May 26, 2021
14.1 Wages for 2021-2022:

14.1.1 Unit members employed for the 2021-2022 school year shall receive an on schedule increase to all rates and schedules of one 1% effective July 1, 2021.
Unit members employed for the 2021-2022 school year shall receive an off schedule one-time payment of three 3.5% effective July 1, 2021.

______________
Matt Meyer, BFT President

__May 26, 2021_____
Date

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

__May 26, 2021_____ Date
BUSD Counter Proposal
Accepted

Article 14.12 Health Benefits

14.12.3
Effective January 1, 2022 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall be established at the following levels:

Employee Only: $463.73 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

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

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

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

Effective January 1, 2022 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits for State Pre-School and Early Childhood Education teachers shall be established at the following levels:

Employee Only: $663.73 plus half of the increase in the Kaiser monthly premium for Plan Year 2022 only.

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

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date
BFT Counter Proposal – Art. 14 Compensation

14.1 Wages for 2021-2022:

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021
Date

May 24, 2021
Date
TA: BCLAD Stipend

Appendix 11 and 12:

BCLAD Stipend: $3000

Matt Meyer, BFT President

May 24, 2021
Date

Samantha Tobias-Espinosa
Assistant Superintendent, BUSD

May 24, 2021
Date
ACCEPTED

BFT Proposal: SLP Bilingual Stipend

Appendix 13:

SLP Bilingual Stipend: $2000
School Psychologist Stipend: $2000

Matt Meyer, BFT President

May 24, 2021
Date

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021
Date
BFT Proposal: Appendix 9 TIP Support Provider and SLP Supervisor

Appendix 9:

BTSA  **TIP** Support Provider: $350 1600

**SLP Mentor Supervisor:** $1600

_Matt Meyer_____________________
Matt Meyer, BFT President

_May 24, 2021___________
Date

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

_May 24, 2021___________
Date
11.12 Music Teachers

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

a. The duty day shall not exceed eight (8) consecutive hours per day, including a thirty (30) minute duty-free lunch period, or thirty-five (35) hours and fifty (50) minutes per week, minus thirty (30) minutes for each day that week that does not include a lunch period. If the duty day is five (5) hours or less, it will not include a lunch period. If the duty day is between five (5) and six (6) hours, it will include a thirty (30) minute duty-free lunch period unless waived by mutual consent of the District and the teacher. If the duty day is longer than six (6) hours, it will include a thirty (30) minute duty-free lunch period. This paragraph supersedes section 11.1.1 of this Agreement.

b. Instructional minutes provided by the teacher will not exceed three hundred (300) minutes per day.

c. The teacher shall be provided with weekly preparation time during the student day that is equivalent to the amount provided to classroom teachers in grades 1-5. Such preparation time will be provided in increments of at least thirty (30) minutes.

d. During the normal duty day exclusive of the lunch period and of preparation time, teachers traveling to two (2) or more campuses shall be allowed at least thirty (30) minutes to travel, park, and prepare for the subsequent work assignment.

e. All provisions of Article 11 not expressly modified by this section shall continue to apply.

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date

May 24, 2021

Date
New Language:

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

a. will be responsible for supervising students;

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

c. may provide targeted instruction/intervention; and

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

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

______________________________  ________________________________
Matt Meyer, BFT President        Samantha Tobias-Espinosa

_________________________________  __________________________________
May 24, 2021                     May 24, 2021
Reporting of Absences

12.16 General Provisions

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

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

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

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date

Date
Student Information System

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021
Date

May 24, 2021
Date
Article 14.11, Substitutes 14.11.15 Temporary School-Based Substitutes

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

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

a. Substitute teachers who are assigned as Temporary School-Based Substitute will work at school sites assigned by the District.

b. The school principal is responsible for assigning the Temporary School-Based Substitute to any absence at that school site, or to other school functions that require a substitute.

c. The District will make every effort to maintain each Temporary School-Based Substitute to only one school site.

d. Temporary School-Based Substitutes will be paid on the K-12 teacher salary schedule and will have the same rights and benefits as other temporary contract teachers. They will be required to hold a valid Preliminary or Clear Teaching Credential.

e. Evaluation procedures for Temporary School-Based Substitutes will be developed in collaboration between the District and the Union.

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date
TA: ECE Raise

14.4 Early Childhood Education Program

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

AGREE

________________________
Matt Meyer, BFT President

________________________
Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

_May 24, 2021_______
Date

_May 24, 2021_________
Date
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Accepted

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date

May 24, 2021

Date
BFT Proposal: Evaluations Every 5 Years

Accepted

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

Matt Meyer
Matt Meyer, BFT President

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

May 24, 2021
Date

May 24, 2021
Date
13.6.5 For 2020-2021 and 2021-2022 school years only, a pilot program to address assessment will be implemented as follows:

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

13.6.8 In any specialized elementary or middle school special education classes created by the District, class size will not exceed ten (10), except for the Counseling Enriched Program which shall be twelve (12) as long as there is a contracted mental health organization support similar to the contract in force at the school site Edward, King Middle, Longfellow Middle and Berkeley High School as of the signing of this agreement.

13.7.4 Special Education Caseloads

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

Matt Meyer, BFT President

Samantha Tobias-Espinosa, Assistant Superintendent, BUSD

May 24, 2021

Date
Accepted

BFT Proposal - National Board Certification

14.18.9 National Board Certification

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

Matt Meyer
Matt Meyer, BFT President

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

May 24, 2021
Date

May 24, 2021
Date
Appendix 20 Summer PD Planning Compensation MOU

For Teachers on Special Assignment, at the site or district level, as well as non-TSA BFT members, compensation for preparation that occurs on the non-work year day for Professional Development sessions will be as follows:

- For workshops and sessions of four hours or less the above chart will be used.
- For full-day professional development or training sessions of more than four hours the TSA or teacher will be compensated for ten (10) hours of preparation at their per diem rate of pay for each day of PD being planned. BUSD can require that this preparation take place at the BUSD office or school site.

Matt Meyer
Matt Meyer, BFT President

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assoc. Superintendent, BUSD

5/21/21
Date

May 20, 2021
Date
Memorandum of Understanding
Between
the Berkeley Unified School District and
the Berkeley Federation of Teachers

14. 8 Salary Schedule Advancement and Course Approval

14.8.1 All course work must be pre-approved by the District. It is recommended that approval be obtained before course work is initiated; however, approval must be obtained within two (2) weeks of a class being initiated. Written notification of the approval or non-approval shall occur within five (5) days of receipt of the teacher's original request and reasons provided to the teacher if the course was not approved on the salary schedule. Advancement to Columns II-VII of the Teachers' Salary Schedule shall be accomplished by accumulating units after earning a BA Degree. These units must be earned in course work directly related to the teacher's teaching assignment for the current year or next succeeding year or in advancement towards a career goal in education.

14.8.2 Advancement to Column VII of the Teachers' Salary Schedule without possessing the MA Degree shall be accomplished by accumulating a total of 84 units beyond the BA Degree. Eighteen (18) of these units must be earned after September 1, 1981, and must be in course work directly related to the teacher's teaching assignment for the current year or next succeeding year. Further, prior approval must be obtained from the Human Resources Certificated Administrator before these units can be used for advancement to Column VII.

14.8.3 Application for travel credit for the purpose of progressing from one column to another on the salary schedule must be approved by the Human Resources Certificated Administrator Director. Such application must be submitted at least one (1) month prior to taking the trip.

14.8.4 All course work must be completed by the beginning of the school year in September except when a summer session course or a correspondence course in which all assignments have been completed is not concluded by that time. Printed or online transcripts must be provided to the Human Resources Department by November 15 as documentation of completion of requirements for salary reclassification. In the event transcripts are not available by November 15, a letter of verification from the university or college specifying that the work has been completed will suffice until the transcripts are received. No adjustments or reclassification on the salary schedule shall take place until such documentation is received. Adjustments will be retroactive to July 1 of the
school year. Documentation submitted after November 15 of a school year will be held until adjustments are made in the next Fall term.

14.8.5 All bargaining unit members shall receive a personnel action status form by December 1 of each school year.

For BFT:

[Signature]
Matt Meyer, President
9/16/20
Date

For BUSD:

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assistant Superintendent
9/16/20
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 2019 - 2020.

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.

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See below for details for priorities.

### Quality Counts Proposed Budget

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For BFT: [Signature]

Matt Meyer, President

For the District: Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant Superintendent

Date: 6/24/2020
Memorandum of Understanding
between
the Berkeley Unified School District
and
the Berkeley Federation of Teachers

2020 – Forward

Compensation for Career and Technical Education (CTE) Teaching Positions

The Berkeley Unified School District (BUSD) and the Berkeley Federation of Teachers (BFT) recognize the importance of recruiting and retaining highly qualified teachers, particularly in specialized areas. The parties also endeavor to provide the best educational and varied opportunities to students. To this end, the parties agree to compensate new unit members employed as CTE teachers as follows:

- **Calculate salary based on Appendix 12 of the CBA, Salary Schedule 17, Middle and High School, 184 Work Days, Column V, unless unit member submits official verification of educational experience that warrants placement at column VI or VII.**

- **Step placement shall be determined by official verification of relevant CTE experience. This may be actual CTE teaching experience or relevant field experience.**

- **Modify CBA provision 14.7.1 to allow year-for-year credit with no entry maximum and regular progression of steps.**

  14.7.1 New Career and Technical Education (CTE) teachers hired by the District shall be given year for year credit for all comparable teaching experience and thereafter progress according to the salary schedule.

For BFT:

Matthew Meyer, President

Date: 2/26/20

For BUSD:

Samantha Tobias-Espinosa
Assistant Superintendent

Date: 2/26/2020
Memorandum of Understanding
between the Berkeley Unified School District
and the Berkeley Federation of Teachers

Subject: Berkeley Independent Study Implementation

The purpose of this Memorandum of Understanding (MOU) is to address the transition of Berkeley Independent Study teachers from hourly employees to salaried employees. This MOU will address the date of implementation, FTE calculations, the Instructional Day, and the Sick Leave transition.

Date of Implementation of the negotiated agreement: January 6, 2020

Berkeley Independent Study teachers will be paid over an 8 month period for the remainder of the 2019-2020 school year at their specified FTE starting with the January pay period.

How FTE was calculated:

Independent Study teachers named in the Kavanaugh agreement will maintain their Kavanaugh FTE as their Base FTE. Independent Study teachers who received permanent status at any other time will maintain that FTE as their Base FTE. Historical Benefits FTE reports from 2018 -2019 will be used to establish Base FTE for newly permanent employees. Probationary 1 and Probationary 2 teachers will be assigned FTE based on student need. All teachers who are not at 1.0 FTE can be assigned additional FTE based on student need starting in January 2020. This assigned FTE is probationary.

Additional Students Beyond Established FTE:

Independent study teachers assigned students above and beyond their established FTE will turn in timesheets for additional time and be paid at their per diem hourly rate.

Instructional Week/Day:

The instructional week is 35.8 hours which is 7 hours and 10 minutes per day. Because of the flexibility necessary for BIS schedules, hours will be calculated on a weekly basis. The attached chart shows the duty day and preparation time for each FTE which includes a one half hour duty free lunch on each day with more than 5 hours of work. Each teacher will receive preparation hours based on their FTE to complete filing paid at the curriculum development rate as shown on the attached chart.

Professional Development:

Berkeley Independent Studies teachers will attend Professional Development meetings in accordance with 11.2.12.
How sick leave is calculated:

Sick leave for this transition will be calculated by taking all the sick leave hours earned through December 2019 and dividing by 6 to create Sick Days. 7.33 Sick Days will be added pro-rated based on FTE to finish out the year. At the beginning of the 2020 school year, 11 sick leave days will be added.

Matt Meyer, President, BFT

2/24/20

Date

Samantha Tobias-Espinosa
Asst. Superintendent HR, BUSD

2/26/2020

Date

---

**Instructional Week Salaried Hours & Additional Filing Hours Chart**

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*Paid at the Curriculum Development Rate

** 9-12 Students only. HHI and K-8 are calculated based on past practice.

*** For each day of five consecutive hours of work, a 30 minute duty-free paid lunch is included.
Memorandum of Understanding
Between the Berkeley Unified School District
and the Berkeley Federation of Teachers

Proposed change to contract language:

14.11.10 Early Childhood Education substitute service performed by daily subs will be paid their daily rate (Column 1 or Column 2 depending on days worked) and all teaching by ECE teachers beyond the 202 day work year will be paid at the K-12 “Column 2” daily substitute salary schedule rate. Service will be paid at the K-12 daily substitute salary schedule for any assignment of five (5) hours or more. Assignments between two (2) and five (5) hours will be paid on a prorated basis. (The daily rate is 182.00 or 207.00 divided by 6 so the hourly rate is $30.33 or $34.50) A minimum of two hours will be paid for a substitute called in for any portion of the day. Long term Early Childhood Education substitute assignments will advance in pay at the same intervals as long term K-12 substitute assignments (See Appendix 15).

For the Berkeley Federation of Teachers

Janine Waddell
Janine Waddell, Vice President
Date: 11/4/2020

For the Berkeley Unified School District

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Assistant Superintendent
Date: 11/4/2020