



# **Collective Bargaining Agreement**

**Between**

**The Berkeley Unified School District**

**and**

**The Berkeley Federation of Teachers**

**July 1, 2022 – June 30, 2025**





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## 1. AGREEMENT

This agreement, made and entered into the 1st day of July 2022 between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "District" or the "Board"), and the Berkeley Federation of Teachers, AFT, Local 1078, AFL-CIO (hereinafter referred to as the "Union"), shall continue until June 30, 2025.

## 2. RECOGNITION

- 2.1 The appropriate bargaining unit covered by the Agreement shall include the following certificated employees:
  - 2.1.1 Probationary or permanent certificated teacher
  - 2.1.2 Temporary teacher
  - 2.1.3 Summer School teachers
  - 2.1.4 Hourly teachers working nine (9) hours or more per week on a regular basis. All courses which are listed on the Berkeley Adult School schedule prior to the start of the semester and all courses considered to be temporary yet are taught by the same teacher for at least seventy-five (75%) of the school year will apply toward Union recognition.
  - 2.1.5 Certificated educators on Board approved leave (with a reasonable expectation of return)
  - 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
  - 2.1.7 Certificated substitutes as follows:
    - a. A substitute with a signed special circumstance waiver
    - b. Laid-off educators who are paid per diem and who have performed ten (10) paid substituting assignments in the District during the current school year
    - c. An educator returning from retirement

- d. A substitute who has worked twenty (20) consecutive days in a paid substituting assignment at the District during the current school year
- e. Substitutes who have worked in paid substituting service fifty (50) assignments during the current school year or thirty (30) assignments during each of the last two semesters
- f. Substitutes who have become members of the bargaining unit under this section shall remain members of the bargaining unit as long as they are working at the rate of 20 assignments per semester.
- g. A temporary educator in the District who ceases to be a temporary educator and goes back to being a substitute in the District shall remain in the bargaining unit for the remaining portion of that school year in which they have been employed as a temporary educator.

2.2 The current school year used herein is defined as the period from the first working day for probationary/permanent educators to their last working day as per the negotiated calendar.

2.3 This unit excludes: All management, supervisory, and confidential employees as defined in the California Educational Employment Relations Act (hereinafter referred to as the "Act").

### 3. DEFINITIONS

- 3.1 "Educator", "teacher" or "certificated employee" shall refer to employees included in the bargaining unit set forth in Article II.
- 3.2 "The District" shall refer to the Berkeley Unified School District.
- 3.3 "Board" shall refer to the Board of Directors and all designated management personnel.
- 3.4 "Early Childhood Education Center" shall refer to a children's center or extended day care center operated under the office of Early Childhood Education.
- 3.5 "Pre-Kindergarten" shall refer to children's centers, extended day care centers and parent nurseries.
- 3.6 "Support Staff" shall refer to counselors, psychologists, 1.0 FTE District Teachers on Special Assignment and 1.0 Secondary Teachers on Special Assignment.
- 3.7 "Principal" is the local site administrator or designee of any work location or District-wide functional division or group.
- 3.8 "Superintendent" is the Superintendent or designee.
- 3.9 "School" is a site assignment or a District-wide functional division.
- 3.10 "Working Day" is any day when the central administration offices of the District are open for business.
- 3.11 "Union Representative" is any person the Union President designates to act for the Union.
- 3.12 "Educator Representative" is any certificated employee of the District appointed by the Union to represent the bargaining unit.
- 3.13 "Retiree" shall refer to an educator who has retired from the District under a State of California retirement system or under another retirement system approved in advance by the Superintendent.
- 3.14 "Contract Educator" shall refer to a temporary educator, probationary educator, or permanent educator and excludes hourly teachers and substitute teachers.

- 3.15 A "Long Term Substitute" is a substitute on a single assignment of twenty (20) or more days' duration.
- 3.16 An "Hourly Teacher" is an instructor paid on an hourly basis for teaching duties.
- 3.17 "Day" or "Calendar Day" is any day on the calendar including instructional days, weekends, and holidays.

#### 4. MANAGEMENT RIGHTS AND DISTRICT POWERS

- 4.1 It is understood and agreed that the Board retains all of its powers and authority to direct and control the District to the full extent of the law, except as otherwise specified by this Agreement.
- 4.2 This Agreement may be modified by the Board in cases of extreme emergency such as earthquake, fire, flood, or major civil disruption, and then only to the extent necessary to allow the District to function and to protect the health and safety of the students and staff during an emergency. The determination of the existence of an emergency in this Article shall be subject to expedited arbitration.



## 5. UNION RIGHTS

### 5.1 Information, Statistics, and Records

- 5.1.1 Information, statistics and records of the District necessary for the enforcement of this Agreement (including grievances) or relevant to negotiations shall be provided to the Union except that making available such information, statistics, and records shall not require additional staff time, outside services, or un-reimbursed production costs.
- 5.1.2 A copy of the Agenda and Board packet (excluding personnel matters and other confidential material) will be provided to the Union by the Secretary of the Board at approximately the same time as Board members receive their packets. The Union will receive copies of Board minutes.
- 5.1.3 With the passage of Assembly Bill 119 in 2017, the District shall provide the Union with a form that includes any new employee's name; job title; home mailing address; work, home and personal cellular phone numbers; personal email address; FTE; Step & Column placement; and site or district assignment within 48 hours of the employee signing a contract. If the employee is assigned to Berkeley Adult School, the form will include the number of assigned hours of work per week, if available. This requirement will apply to any new substitute employee eligible under Article 2.1.7. Any time a BFT bargaining unit member is reactivated in the BUSD employee data system (currently QCC), BFT will get the same form for the reactivated employee.
- 5.1.4 The District shall provide the Union with the name; job title; home mailing address; work, home and personal cellular phone numbers; personal email address; FTE; Step & Column placement; Employee ID #; and site or district assignment for all employees in the bargaining unit on the first working day of October, February and June of each year. The District shall provide the Union with school assignment revisions by the first working day October 1st or within two (2) weeks of any changes later in the year.
- 5.1.5 The District shall provide the Union with a list of all bargaining unit substitutes by July 15 which includes the number of assignments served for each substitute in the previous school year. In addition, the District shall also provide the Union with a list of all substitutes and the number of assignments served for each substitute in the current school year on the

first working day of November, January, and April. Any substitute teacher meeting the criteria for bargaining unit status (see Article 2) shall notify the Union to obtain such status.

- 5.1.6 By November 1st and by March 1st, the District shall provide the Union with a list of persons on leave and the number of persons in temporary positions. Such list shall include name, location, position and credential.
- 5.1.7 If the District provides new employee orientations for certificated employees that occur after the school year has begun, in whatever form they take, the District will provide the Union written notice of any at least ten (10) working days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials to any employee participating in such orientation.
- 5.1.8 The District anticipates it shall provide a new employee orientation for TK-12 certificated employees in August of each school year. Employees will be compensated for their time at the agreed upon rate for Summer Professional Development work. Union representatives shall be permitted to make a presentation at this orientation up to forty-five (45) minutes, and present written materials to any employee participating in this orientation. If the Union is provided access to new employees at the lunch period of the orientation this requirement will be met if mutually agreed to by both parties. In the event the District determines not to provide a new employee orientation for TK-12 certificated employees in August of each school year, it shall bargain with the Union over alternative access to new certificated employees.
- 5.1.9 Union representatives shall be permitted to make a presentation at the substitute orientation under Article 14.11.14 up to forty-five (45) minutes, and present written materials to any employee participating in this orientation.
- 5.1.10 The District shall provide the Union with written notice at least three (3) working days prior to any individual or group event for the on-boarding of certificated employees. Representatives of the Union shall be permitted to make a brief presentation at any group on-boarding events.
- 5.1.11 The District shall provide a new employee orientation for Adult School employees at the first August Adult School Professional Development

day, either prior to the start of the Professional Development day, or at the end, to be determined by the Union. New Adult School employees will be compensated for the time at the curriculum development rate for attending the new employee orientation. Union representatives shall be permitted to make a presentation at this orientation up to forty-five (45) minutes, and present written materials to any employee participating in this orientation.

5.1.12 The Human Resources Department shall distribute to all new unit members a packet of informational materials which shall be supplied by the Union.

## 5.2 Meetings

5.2.1 The Superintendent shall meet regularly with the representatives of the Union, at the request of either party relating to the implementation of this agreement.

5.2.2 Regular meetings between the Union representatives and Principals are encouraged.

5.2.3 Thursday shall be reserved for Union meetings. On Thursdays, teachers attending BFT Membership Meetings and Executive Board Meetings may leave their sites no more than thirty (30) minutes before the end of the duty day. The Union shall give the District names of Executive Board members annually and provide a schedule of meetings at least two (2) weeks in advance.

## 5.3 Union Representatives

5.3.1 Union representatives shall have the right to visit the schools during working days. Representatives shall make their presence known to the Principal or other appropriate authority in the school. Such visits, conferences and/or meetings shall be scheduled so as not to interfere with or disrupt normal school functions.

5.3.2 A signed power of attorney form shall grant a Union representative the right to review the signing unit member's personnel file.

5.3.3 Representatives of the bargaining unit on any committee, agency, or other such body established by the Board or Superintendent shall be appointed

by the Union. Union appointed representatives shall constitute one-half (½) of the membership of committees established to deal directly with contract provisions or items within the scope of representation for the purpose of negotiating modifications to this Agreement or subsequent Agreement. The parties may mutually decide to modify the membership of committees covered by this provision.

5.3.4 The Union shall have the right to use the mailboxes for the purpose of communicating with educators. Each school site shall provide one mailbox for substitute teachers. The Union shall have the right to the use of a separate bulletin board solely for the purpose of communicating with educators. The mailboxes and bulletin board shall not be used for sending or posting of libelous material. Additionally, no Union material shall be distributed to students without the approval of the Superintendent.

5.3.5 Use of Principals' staff bulletins for notification of Union meetings is granted to the Union President.

#### 5.4 Release Time

The Board agrees that release time for negotiations and grievances must be conditional upon the particular circumstances of the negotiations and grievances being processed. The District and the Union will make every effort to schedule negotiations meetings in ways that minimize interruption of instructional time.

#### 5.5 Use of District Facilities

The Board authorizes the Union to use the District's facilities and buildings at times other than normal working hours and hours of student instruction, so long as the Union submits the appropriate forms.

#### 5.6 Distribution of Contract

5.6.1 Copies of the successor District-BFT contract will be issued to each unit member. The costs for preparation, typing, and reproduction of the contract will be equally shared by the Union and the District. There will be mutual agreement as to the format of the contract. Distribution of any new or amended contract and requests for additional copies will be handled by the Union.

5.6.2 At the time of hire, the District shall give a copy of the BFT/District current contract to new employees.

## 5.7 Dues and Organizational Security

5.7.1 Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments in the Union. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. At the time of hire, the District shall give a written copy of Article V, sections 5.7.1 through 5.7.5 (copies to be provided by the Union) to new employees.

5.7.2 Any unit member who is paying membership dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before (1) the annual anniversary date of the unit member's authorization or (2) the expiration date of this Agreement, whichever occurs sooner. The Union shall notify the District in writing of the change and the District will honor the unit member's deduction authorizations unless they are revoked in writing during the window period, irrespective of the unit member's membership in the Union.

5.7.3 All funds collected by the Board through deductions shall usually be remitted to the officer designated by the Union within ten (10) days after the 1st of each month for employees who have authorized such deductions.

5.7.4 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.7.5 The Union will comply with the provisions of law related to informing unit members of the agency fee and their rights.

## 5.8 Hold Harmless and Indemnity Provision

The Union shall indemnify and hold the District harmless from any and all claims, demands or suits or any other actions arising from any of the provisions of this Article.

## 5.9 Consultation Procedure

Consultation Procedures will not be changed without mutual agreement.

## 5.10 Modifications/Waiving Labor Agreement Provisions

5.10.1 Requests to waive or modify agreed to labor contract provisions may be submitted by BFT Area Vice Presidents or Union site representatives to the Berkeley Federation of Teachers Executive Board.

5.10.2 The Berkeley Federation of Teachers Executive Board shall determine whether it is appropriate/warranted to submit the proposed modification, or waiver, to a vote of the educators from the requesting site.

5.10.3 If authorized by the Executive Board the President of the Berkeley Federation of Teachers, or their designee shall draw up a written ballot and conduct a secret vote of BFT bargaining unit members at the site.

5.10.4 The granting of the modification or waiver shall require the approval of seventy-five percent (75%) of the eligible voters at the site. If approval is granted, the BFT President shall execute a memorandum of agreement with the District that modifies, or waives the provisions of the labor agreement at issue. Memorandums of agreement that are executed as a result of this Article shall be valid for a period of one (1) year.

## 6. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CLAUSE

- 6.1 The Board and the Union subscribe to the principle of equal employment opportunity. Accordingly, neither the Board nor the Union shall discriminate, nor cause, nor attempt to cause the other to discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion or religious creed, sex, national or ethnic origin, ancestry, physical or mental disability, medical condition, marital status, sexual orientation or age; provided, however, that the above prohibitions with respect to age are limited in accordance with Federal law to individuals who are at least forty (40) years of age.

The Board and the Union agree that the intent of this Article is to restate California and Federal law with respect to equal employment opportunity. Should any provision of this agreement, at any time during its life, be found in conflict with California or Federal equal opportunity laws, as such laws may be amended by legislation or interpreted by any appellate court, then such provision shall continue in effect only to the extent permissible under the applicable law.

- 6.2 The Board shall not discriminate against any certificated employee with respect to assignments, transfers, wages, hours, leave or discipline on the basis of pregnancy, life style, political affiliation, or membership in or affiliation with an educator organization, or those set forth in section 6.1 above.
- 6.3 Employment application forms and oral interviews shall omit therefrom any reference to the applicant's membership in or association with any educator organization which serves a collective bargaining function.

## 7. GRIEVANCE PROCEDURES

### 7.1 Definitions:

- 7.1.1 A "grievance" is a formal, written allegation that there is a violation or a dispute regarding the meaning, application or interpretation of a specific provision of this Agreement.
- 7.1.2 The Board shall provide a separate mechanism for the adjudication of alleged violations of law, Board policy and administrative regulations. Each year, the Board shall give to the Union, copies of the District's current policies and administrative regulations.
- 7.1.3 A "Grievant" may be any unit member covered by the terms of this Agreement including the Union with reference to violations of the Union's rights.

### 7.2 General Provisions:

- 7.2.1 The educator shall have the right to be represented by a Union representative or by any educator of their choice in their school, at any step of this procedure, including informal ones.
- 7.2.2 The Union shall be notified and have the right to respond to a resolution of any grievance regardless of the party filing the grievance. The Union shall have the right to be present at any hearing subject to the approval of the Grievant. If the Grievant refuses to give approval, the Union is released from any obligation to represent the Grievant at any subsequent level of the grievance procedure.
- 7.2.3 Failure to communicate the decision of a grievance at any step of this procedure within the specific time limit shall enable the Grievant to immediately proceed to the next level. However, time limits as specified herein may be extended at any time by the mutual written agreement of the grievant.
- 7.2.4 A grievance must be filed within thirty (30) working days after the alleged act or omission giving rise to the grievance, or after the Grievant should have reasonably known of the act or omission. A failure to file a written grievance within the time limit set forth herein shall be deemed a waiver of the grievance.



- 7.2.5 The failure of a Grievant to proceed from one step of the grievance procedure to the next within the time limits set forth shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- 7.2.6 A grievance may be withdrawn at any level but that same grievance shall not be filed a second time by the same Grievant.
- 7.2.7 All claims for back wages and fringe benefits shall be limited to the wages and fringe benefits the Grievant would otherwise have earned, less all compensation received from any source of a like nature during the period when such pay and benefits were accumulating. Claims which are granted by the District shall be paid no later than the second (2<sup>nd</sup>) pay day after the date the grievance decision is rendered.
- 7.2.8 A decision in any individual case shall not require a retroactive wage adjustment in any other case.
- 7.2.9 Any grievance of Article 8 may be filed at the second (2<sup>nd</sup>) level of the grievance procedure.
- 7.2.10 No decision shall be contrary to this Agreement except by mutual agreement of the Union and the Board that such decision or adjustment shall not establish a precedent as to the interpretation of the Agreement.
- 7.2.11 The Union, in accordance with its local policy, may defend an educator's right to due process even if the Union does not justify the educator's actions.
- 7.2.12 By mutual agreement between the Union and the Board, if the substance of the grievance is substantially similar for each grievant, more than one (1) grievance may be heard at the same time. If the Board, or its designee, determines the circumstances of the grievances to be different, separate decisions may be rendered to Grievants.
- 7.2.13 If the substance of the grievance is substantially similar and the requested remedy is the same for all parties, a group grievance can be filed.

## 7.3 Procedure

### 7.3.1 Level One: Informal

Before filing a formal grievance, the Grievant will attempt to resolve the matter by informal conference with their supervisor or designee.

### 7.3.2 Level Two: Principal/Central Office Supervisor

If the matter is not resolved at Level One, a formal grievance may be filed. The Grievant shall forward a copy of the written grievance to the Grievant's Principal or Central Office Supervisor and the Human Resources Certificated Administrator. The written grievance shall be a clear, concise statement of the grievance. The following information shall be included to the best of the Grievant's knowledge and ability:

- a. A description of the general and specific grounds of the grievance, including the specific article and section of this agreement which is alleged to have been violated.
- b. All persons involved in the grievance shall be named, including a statement of times, places and events.
- c. A listing of the specific actions which the Grievant believes would best remedy the grievance.
- d. Five (5) working days after the receipt of the written grievance, a written response shall be made available to the Grievant by the Principal or Central Office Supervisor. In addition, one (1) copy shall be sent to the designated Union representative. At the request of either party, the Grievant and the Principal or Central Office Supervisor shall have an additional meeting and by mutual agreement the time limit for response from the Principal or Central Office Supervisor shall be extended.

### 7.3.3 Level Three: Superintendent

7.3.3.1 In the event the decision of the Principal or Central Office Supervisor is not satisfactory, the Grievant may appeal in writing to the Superintendent. Such appeal shall be made within five (5) working days of the receipt of the written decision of the Principal

or Central Office Supervisor. This appeal shall include a clear, concise statement of the reasons for the appeal.

7.3.3.2 The Superintendent shall investigate the grievance and, if necessary, confer with the parties involved. Either party may request a conference. Such conference shall be conducted within seven (7) working days after receipt of the appeal. However, the Grievant has the right to waive the conference and allow the Superintendent to issue a decision within a seven (7) working day period. In the event the Grievant requests a conference or agrees to a conference, such conference will occur within seven (7) working days of the appeal of the grievance and a decision shall be issued within seven (7) working days after the conclusion of the conference.

#### 7.3.4 Level Four: Arbitration

7.3.4.1 Following receipt of the Superintendent's decision, the Grievant, through the Union, may request arbitration within fifteen (15) working days.

7.3.4.2 Before submitting a grievance to arbitration, the parties may submit the grievance to a State Mediator. The submission of the grievance to a State Mediator must be by mutual agreement. In the absence of a mutual agreement, the Union may request arbitration.

7.3.4.3 The request for arbitration may be withdrawn at any time prior to the hearing before the arbitration and shall not be refiled.

7.3.4.4 General rules governing arbitration:

- a. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Union's submission of the grievance to arbitration, a list shall be requested from the State Mediation and Conciliation Service. After this list is received, each party may reject one (1) entire list. Assuming the list is not rejected, the parties shall alternately strike names until a single arbitrator remains who shall serve as arbitrator.

- b. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires commission of an act prohibited by law or which violates the terms of this Agreement. Additionally, the arbitrator does not have the authority to modify, add to, delete, or ignore any provision or term of this Agreement. The decision and award of the arbitrator will be final and binding upon the parties of this Agreement, except for court review pursuant to Code of Civil Procedure Sections 1285 - 1288.8.
- c. All costs for the services of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and assistance expenses and the cost of any hearing room will be borne equally by the District and the Union. All other costs will be borne by the party incurring them. Concerning transcripts, the cost shall be equally borne by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense.
- d. By mutual agreement of the parties, the expedited labor arbitration rules of the American Arbitration Association may be used. In the event this mutual agreement does not exist, then the provisions as set forth above shall apply.
- e. The arbitrator shall issue the decision and award within thirty (30) days after submission of the matter (including briefs, if any) unless extenuating circumstances are present.

## 8. TRANSFER

### 8.1. Definition

A transfer is a relocation of an educator from one worksite to another. A transfer is also a change in an Adult School or Early Childhood Education teacher's shift (i.e., evening to morning, morning to afternoon). It is the intention of this Article to provide an equitable method of relocating staff with the objectives of:

- a. Meeting the needs of the District's students
- b. Minimizing the need to lay off certificated employees
- c. Maximizing the benefits of reducing staff through attrition when faced with declining enrollments
- d. Matching teaching skills with existing or anticipated vacancies
- e. Matching interests of educator with existing or anticipated vacancies
- f. Meeting the programmatic needs of the District.

### 8.2 Criteria for Transfer

The transfer of educators will comply with all aspects of Education Code Section 35036. These criteria apply to transfers completed by April 15 of the year before the transfer is to occur.

8.2.1 Whenever candidates apply for a vacant position, currently employed permanent educators shall be selected over candidates from outside the District when the currently employed educators meet the following criteria:

- 1) have an overall summative evaluation rating of proficient or distinguished that does not include "needs improvement" or "unsatisfactory" ratings on the most recent completed evaluation.
- 2) satisfy or meet the requirements of the position as defined by program needs identified in the position announcement. Program needs may include credential, certification, and/or teaching

experience in the credentialed area, minimum years of teaching experience, and specialized training that addresses the specific programmatic needs of the school and the District.

8.2.2 If more than one (1) currently employed educator applies for a vacant position, and the educator meet the above criteria, then the candidate shall be selected based on the following criteria, if the posting and hiring is completed by April 15:

a. Certification of the educator in relation to the requested position.

b. Program needs

Definition: The program needs criteria are satisfied if the District can show that the particular skills and abilities possessed by the educator fit the skills and abilities that are desirable to a successful performance of the position. When program needs are cited by the District for a transfer decision or a reassignment, the District, on request from the transferee, is required to specify in writing those skills and abilities that were considered.

c. Seniority

8.2.3 No interview for a position may be conducted until after the posting period for that position has been closed.

8.2.4 Teacher on Special Assignment (TSA) Positions

All educators leaving the classroom to take a TSA position shall have return rights for one (1) year only to the same school/department that they held immediately preceding the special assignment. If at the end of that one (1) year, there is no open position at the school or department due to a decrease in staffing allocation, the TSA will become a part of the staff members considered for involuntary transfer based on criteria established herein.

8.3 General Provisions

8.3.1 A vacancy for the purpose of transfer is one that has not been filled by reassignment.

8.3.2 All new vacancies, including District (but not site) TSAs will be posted electronically, at the District Human Resources Department, the BFT

office, and at school sites as soon as they become known. Each job posting which will include FTE, school site, grade level or subject and other specific credential or program identification (i.e., bilingual, CLAD, special education) if applicable, will be advertised electronically by posting on the District certificated conference (or successor electronic communication system) and sent by email to each educator's District email address.

8.3.2.1 District TSA positions will be posted. Site TSA positions will be announced at a staff meeting and published in the principal's weekly bulletin. All TSA positions are not subject to the transfer policy, beyond the posting of District TSA positions.

8.3.3 Vacant positions will be posted for three (3) working days.

8.3.4 Vacancies which occur more than forty-five (45) days (less than 75%) of the days of the work year) after the beginning of the school year shall normally be filled on a temporary basis. Vacancies, unrelated to a leave of absence, which occur less than forty-five (45) days (more than 75% of the days of the work year) after the beginning of the school year shall normally be filled on a probationary basis. All vacancies filled on a temporary basis shall be re-advertised for the following school year in order to allow interested educators to apply.

8.3.5 The Human Resources Department will notify BFT of each new hire. Notification shall include information on any new educator hired to the District which lists for each: the school site, FTE, and step and column placement.

8.3.6 For purposes of the transfer policy, music teachers, school psychologists, behavior analysts, and providers of Designated Instructional Services (DIS)/Providers of Related Services, with the exception of Speech and Language Pathologists (SLPs), will be considered assigned on a District-wide basis.

8.3.7 All teachers presently working in the District Early Childhood Education Program with credentials which permit them to serve in the TK-12 program may be transferred to TK-12 classes where vacancies exist. Teachers in the Early Childhood Education Program may apply for vacant positions in the TK-12 program.

8.3.8 Teachers in the TK-12 program who voluntarily transfer into the Early Childhood Education Program, the Adult School, or the Independent Study program shall be paid on the salary schedule or hourly wage schedule of the corresponding program.

#### 8.4 Educator Initiated Transfer

8.4.1 An educator requesting transfer may apply for a specific vacancy once it has been posted. The application for transfer shall include the following: credential held, subject and/or grade level desired, areas of interest or training in which the educator is proficient or capable of performing.

8.4.2 Educators' requests for transfer shall be submitted to the Human Resources Certificated Administrator on the appropriate transfer request form. The Human Resources Department will provide BFT with notification of all transfer requests after the posting has closed.

8.4.3 Educators who do not receive a requested transfer to fill a specific vacancy shall receive notification from the supervisor thereof within five (5) days of the filling of the vacancy. Upon the educator's written request, the supervisor shall discuss with the educator the reasons for the denial of transfer or issue a written response to the educator.

8.4.4 Educators who have been granted and have accepted a transfer are precluded from applying for voluntary subsequent transfers until they have completed one (1) year in that new assignment. A transfer may be given by mutual consent of the District and the educator.

#### 8.5 Involuntary Transfers

8.5.1 Involuntary transfers are primarily necessitated by vacancies created by decreased student enrollment, attrition, change in enrollment patterns or modifications in program and facilities. (See Appendix 4)

8.5.2 Before any involuntary transfer is initiated, the Superintendent shall seek to fill vacancies with voluntary transfers (Section 8.4). If no one volunteers, the involuntary transfer shall take place based on and in the order of the criteria set forth in Section 8.2 a.-c.

8.5.3 Involuntary transfers following three (3) full weeks of instruction after the start of the semester shall be considered unusual and specifically designed



to fill existing vacancies, newly created vacancies, or for program necessities.

- 8.5.4 Educators involuntarily transferred shall not be transferred in the following two (2) years unless the closure of a building or failure to transfer the educator would require a new hire.
- 8.5.5 The provisions of sections 8.5.1, 8.5.2, 8.5.3 and 8.5.4 shall not apply to transfers involving categorically funded projects.
- 8.5.6 Educators shall be transferred at the discretion of the Superintendent, with as much advance notice as is practical, when irreconcilable staff differences exist; when a critical absence of a learning environment exists; when abuse or danger to students exists; or in emergency circumstances. This provision operates separately from Sections 8.5.1 through 8.5.5 and 8.5.12.
- 8.5.7 TSAs may be transferred at the discretion of the supervisor, consistent with the criteria set forth in this section 8.5.
- 8.5.8 Educators who are involuntarily transferred ten (10) days before the start of school, or during the school year, upon request, shall receive two (2) days of release time in the new assignment for preparation purposes prior to the assumption of the new position, or at a time mutually agreed upon by the educator and receiving administrator. Early Childhood Education teachers are excluded from this provision, except when opening a non-operating facility. The provisions of this section will not apply when there is a necessity to close all or part of a school facility.
- 8.5.9 Educators involuntarily transferred shall be provided assistance by the District in the moving of boxes and equipment from the old location to the new location. Educators shall be paid up to twelve (12) hours at the curriculum development rate if packing, moving and unpacking is done beyond the paid duty day or outside the normal school year.
- 8.5.10 In consultation with the supervisor, an educator transferred involuntarily after September 1 shall receive, upon request, up to two hundred dollars (\$200) for that year to be used to purchase teaching supplies for the new assignment. Support staff are excluded from this provision. Early Childhood Education teachers are excluded except when opening a

non-operating facility. The provisions of this section will not apply when there is a necessity to close all or part of a school facility.

- 8.5.11 Involuntary transfers shall not be used for punitive purposes or in the place of a proper performance review.
- 8.5.12 Upon written request, educators involuntarily transferred from a school shall be given the option to fill a vacancy occurring at that school within one (1) year after the year in which the transfer was made provided that they hold the proper credentials and further provided it is not for reasons cited in Article 8.5.6. This section is subject to Education Code Section 35036.
- 8.5.13 In cases of involuntary transfers resulting from the closing of all or part of a school, the District will make reasonable efforts to place transferred educators in a comparable assignment at another school as openings become available. In the event a closed school is subsequently reopened, the provisions of Section 8.5.12 shall apply.
- 8.5.14 Educators who are involuntarily transferred due to opening/closing/moving of a school shall receive up to twelve (12) hours of pay at the hourly curriculum development rate for the purpose of moving to the new school site as well as unpacking at the new school site. These services must be provided beyond the regular seven (7) hour ten (10) minute duty day and prior written approval to work must be obtained from the school principal.
- 8.5.15 To the extent possible, site assignments will be given to educators by the last day of school.

## 9. REASSIGNMENT

9.1 Definition: A reassignment is a change in grade level at elementary schools or a change in the department/subject matter field of an educator within secondary or adult schools. For purposes of the reassignment policy, educators in the following services shall be assigned on a District-wide basis:

9.1.1 Music teachers

9.1.2 Psychologists and Behavior Analysts

9.1.3 Providers of Designated Instructional Services (DIS)/Providers of Related Services

9.1.3.1 Speech and Language Pathologists shall not be assigned to more than one of the following:

9.1.3.1.1 Two (2) school sites; or

9.1.3.1.2 One (1) school site and one (1) assignment that does not involve providing services directly to students (e.g. assessments, assistive technology, assistive and augmentative communication).

9.2 General Provisions

9.2.1 Supervisors shall consider educator preference when making educator assignments.

9.2.2 If the change in assignment necessitates a move from one classroom to another, the educator shall receive assistance in moving to the new classroom.

9.3 Educator Initiated Reassignment

9.3.1 Educator Initiated Reassignment: Educators may request a reassignment within the school by submitting a written request to the supervisor.

9.3.2 All educators who do not receive a requested reassignment to fill a specific vacancy shall receive from the supervisor, notification thereof within three

(3) days of the filling of the vacancy. If the educator requests, the reasons for the denial shall be placed in writing.

#### 9.4 Involuntary Reassignment

- 9.4.1 Before an involuntary assignment to a vacant position, the supervisor shall inform staff of any unfilled assignments, and ask for volunteers. The supervisor has the discretion to determine who will be reassigned.
- 9.4.2 In consultation with the supervisor, an elementary teacher involuntarily reassigned during the school year, upon request, shall receive up to two hundred dollars (\$200) for that year to be used to purchase teaching supplies for the new assignment. Support staff and Early Childhood Education (ECE) Program teachers are excluded from this provision. The provisions of this section will not apply when there is a necessity to close all or part of a school facility.
- 9.4.3 TK-12 classroom educators involuntarily reassigned within ten days before the start of school or during the school year to teach a different grade level they have not taught within the previous two (2) years shall be provided two (2) days of release time for preparation purposes before the assumption of the new position/assignment or at a time mutually agreed upon by the educator and the receiving administrator. Early Childhood Education teachers are excluded from this provision.
- 9.4.4 Involuntary reassignments shall not be used for punitive purposes or in the place of a proper performance review.
- 9.4.5 TK-12 educators will be given notice of their intended assignment for the Fall semester no later than the last day of school. Educators whose assignment changes over the summer recess shall be notified as soon as possible.
- 9.4.6 Educators involuntarily reassigned shall be provided assistance by the District in the moving of boxes and equipment from the old location to the new location. Educators shall be paid up to twelve (12) hours at the curriculum development rate if packing, moving and unpacking is done beyond the paid duty day or outside the normal school year.
- 9.4.7 Educators who are required by a supervisor, including principals and vice principals, to move classrooms shall be paid up to twelve (12) hours at the

curriculum development rate if packing, moving and unpacking will be done beyond the duty day or outside the normal school year. This section shall apply to grades pre-kindergarten through twelfth grade, and to teachers at the Berkeley Adult School.

## 9.5 Special Education

9.5.1 A Special Education educator whose site assignment is completely changed after the third week of school shall be informed that they may receive two (2) days of release time for preparation purposes.

9.5.2 Special Education educators who are involuntarily reassigned to a different category of teaching (e.g., Resource Specialist to Special Day Class) shall be informed that they are entitled to two (2) days of release time for preparation purposes

9.5.3 Special Education educators shall not be reassigned after three (3) weeks of instruction unless there is a shift or increase in the District's student population in the Special Education Program.

## 9.6 Adult Education

9.6.1 Assignments of bargaining unit hourly teachers to new positions for which they apply shall be granted or denied by the Superintendent or the Superintendent's designee based on the following unranked criteria:

a. Certification of the teacher in relation to the requested position

b. Program Needs

Definition: The program "needs criteria" is satisfied if the District can show that the particular skills and abilities possessed by the teacher fit the skills and abilities that are desirable to a successful performance of the position. When program needs are cited by the District for a transfer decision or a reassignment, the District, on request from the transferee, is required to specify in writing those skills and abilities that were considered.

c. Seniority

9.6.2 In addition, the following provisions apply in assignments of bargaining unit hourly teachers to new positions:

- a. A teacher who has taught a class the previous four (4) semesters to the satisfaction of the District, shall have priority in teaching that class (subject, time, and location) the next time it is offered.
- b. If an Adult Education teacher does not qualify to teach a new course by the time it begins they shall have a reasonable time to upgrade their skills. The District can temporarily replace the teacher for that time period.
- c. By March 1st of each year, the administration shall inform the staff of any possible program/curriculum changes.
- d. Bargaining unit hourly teachers shall receive preferential consideration for hourly assignments for which they are credentialed.
- e. Notices for hourly positions shall be posted at all Adult School locations announcing all new and vacant positions at the Berkeley Adult School.

9.6.3 Effective December 1, 2010, in the event of course reductions or cancellations in any Berkeley Adult School course, except the fee-based courses, the following will apply:

9.6.3.1 Seniority is determined by the first date of non-substitute teaching service at Berkeley Adult School. All courses which are listed on the Berkeley Adult School schedule by the start of the term, and all courses considered to be temporary yet are taught by the same teacher for at least seventy-five percent (75%) of the school year, will apply toward the terms and criteria of the provision.

9.6.3.2 For purposes of reduction in assignment, all Berkeley Adult School teachers (not merely bargaining unit members) from all sites in all time periods (morning, afternoon, and evening classes) are grouped together by department on one (1) seniority list per department. Seniority lists shall be created for the following departments: Off Site (Senior Programs, Frail and Disabled), ESL, Academic (High School Diploma, ABE and GED) and CTE. Employees may be listed on more than one (1) seniority list if they previously served at the Berkeley Adult School in more than one of the above-listed departments.

9.6.3.3 A senior teacher who undergoes a reduction in assignment due to course reductions or cancellations will have bumping rights to the position of the least senior teacher in the same department whose class the senior teacher is credentialed to teach and whose subject matter the senior teacher has previously taught within the last five (5) years in the Berkeley Adult School. This shall continue until the senior teacher has been restored to their full current assigned hours per week. Subject matter areas for the purpose of this section are defined in Appendix 25. The parties shall jointly determine placement of new courses or course titles in Appendix 25. The teacher has the choice of accepting that position or undergoing a reduction in assignment as a result of a course reduction or cancellation.

9.6.3.4 Teachers who undergo a reduction in assignment as a result of course reductions or cancellations will be notified in writing during the Adult School work year, via certified mail or hand-delivery. The teachers who may be bumped will be notified at the same time. If a teacher is offered bumping rights, the notice will state and include details of the bumping options. The teacher with bumping rights must let the District know by the specified date, if they wish to exercise those bumping rights. The bumping teacher shall have at least five work days to respond if notified by mail or three work days if notified via hand-delivery. Failure to respond by the specified deadline will be construed as the teacher not exercising those bumping rights. If bumping is to occur, the affected less senior teacher will then also be notified in writing according to the procedures in this paragraph.

9.6.3.5 New teachers will not be hired until the eligible teachers on the rehire list are offered the position and decline the rehire offers.

9.6.3.6 Teachers who undergo a reduction in assignment as a result of course reductions or cancellations have rights to be rehired for one (1) calendar year and must be offered open positions in order of seniority for which they meet the requirements of section 9.6.3.3. The most senior teacher impacted by course reductions or cancellations will have two (2) rights of refusal within the rehire calendar year.

9.6.3.7 Rehired Berkeley Adult School teachers will be reinstated with the same Berkeley Adult School step placement, seniority based on the first date of non-substitute paid teaching service in the Berkeley Adult School, and benefits available to other Berkeley Adult School teachers at the time of rehire.

## 9.7 Independent Study

- 9.7.1 Bargaining Unit Independent Study teachers' assignments shall be made on the basis of teacher credentials, the educational needs of the program, and the provisions of the contract. The responsible administrator shall have discretion in making the above determination.
- 9.7.2 By February 1 of each year, teachers who wish to be considered for any new subject areas will notify their supervisor. By March 1 of each year the supervisor will notify staff of any known program/curriculum changes. Within thirty (30) days the supervisor will inform the teacher requesting qualification to new areas, of the result of their request.
- 9.7.3 If an Independent Study class taught by a teacher is closed because of loss of enrollment, the teachers' assignment will be adjusted in subsequent quarter(s) to make up for the loss. Added students or classes may also be assigned as an alternative, taking seniority and qualifications into account.
- 9.7.4 After two (2) years of continuous service, teachers will be placed on a seniority list based on the first date of service, for layoff purposes.
- 9.7.5 Full-time status will be based on thirty (30) hours of teaching per week for hourly employees; added teaching time will also be paid at the hourly rate.
- 9.7.6 In the event of a layoff, persons with more than two (2) years of service will be reduced based upon seniority and established qualifications in the subject areas. At least thirty (30) days' notice will be provided. Reduction in force applied to those with less than two (2) years' service will not be by seniority, but they will have rehire rights for twenty-four (24) months in preference to outside applicants for positions in which they qualify. Laid off teachers with more than two (2) years' service will enjoy rehire rights for positions in which they qualify for thirty-nine (39) months. Any disputes on layoffs shall be resolved by meeting of the parties within thirty (30) days of the notice of layoff (a copy which must be served on the



union) and submission to expedited arbitration, upon notice to the District within fifteen (15) days of the meeting. The provisions regarding layoff and assignment of classes do not apply to salaried teachers assigned to Independent Study nor to retired employees in the program.

- 9.7.7 Nothing in the agreement forfeits any Independent Study teacher's rights to permanent or probationary status.

## 10. WORK DAYS

### 10.1 Number of Work Days

10.1.1 For 2022-2023, the number of work days shall be as specified:

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

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

10.1.3 The TK-12 elementary and secondary work year shall include one (1) educator work day immediately by the first instructional day of the school year.

10.1.4 By February 1 the Early Childhood Education staff will inform the Principal of their intention to carry over up to ten (10) non-duty days. For any days beyond the ten (10) days, the Principal shall review on a case by case basis the budget impact of such a request. In the fall of each year, the Berkeley Federation of Teachers and the District shall review the effect of this process and if there is not a negative impact the practice shall be continued. Early Childhood Education staff non-duty days carried forward shall be used within the fiscal year only.

10.1.5 The State Preschool teacher will remain on the TK-12 salary schedule and will be subject to the Early Childhood Education contractual provisions regarding workday. The work year begins on the first TK-12 contractual day and ends on June 30.

10.1.6 Elementary Conference Day: One (1) of the elementary teacher non-instructional work days is designated as Parent Conference Day. Teachers shall follow the calendar schedule of conferences unless a teacher presents to the principal an alternative schedule arranged with the parents that will result in all student/parent conferences being completed by the last scheduled day of conferences on the District calendar. When such a schedule is presented, the teacher may exercise the option of not being on the site on all or part of the non-instructional day.

10.1.7 State Preschool Conference Days: There shall be two (2) conference days at the start of the year for State Preschool teachers.

## 10.2 Teaching Days

For each of the school years covered in this Agreement, there shall be one hundred eighty (180) teaching days.

## 10.3 Support Staff

For each of the school years covered under this Agreement, support staff may be required to work additional days up to one hundred ninety (190) days. Any days over the contract year will be paid at the per diem rate.

## 10.4 Home Instruction Program

The Home Instruction Program shall operate on an elementary or on a secondary school year.

## 10.5 Calendar

10.5.1 During each year of this Agreement, the TK-12, Independent Study, Early Childhood, and Adult School calendars for the following three academic years will be agreed to by December 1.

10.5.2 Berkeley High School Back-to-School Night and Open House Night shall be held on Thursdays.

10.5.3 SAT 9 shall be given as late as operationally as possible and as close to May as possible.

10.5.4 Within two (2) weeks of the District Board of Education adoption of the negotiated BFT/District calendars (pre-K, TK-12, Berkeley Adult School,

Independent Study) the calendars shall be distributed to all bargaining unit members.

## 10.6 Staff Development Days

The content of the agenda for staff development days conducted at the site level shall be determined by local site staff and administration.

10.6.1 Part-time educators shall attend staff development days and submit a timesheet for hours in attendance beyond their part-time status (i.e. a fifty percent (50%) FTE educator would submit a timesheet for all hours in attendance beyond three and one-half (3.5) hours). Part-time educators will be paid for extra staff development day hours at the per diem rate. The intent of this language is that part-time educators and full-time educators are paid equally for the staff development days when part-time educators work the same number of hours as full-time educators on these work days. Part-time educators will submit a timesheet with their extra FTE listed and "per diem" listed as the pay type.

10.6.2 Any staff member who misses a Staff Development Day shall be allowed to attend a make-up day scheduled by the District. The District shall schedule one (1) make-up day each year. Staff Development Days that become part of the work year are not subject to sick leave.

10.6.3 Staff Development Day Make-up Day Appeal: Should an educator have extenuating circumstances that prevent them from attending a Staff Development Day, and should the educator request that the make-up day requirement be waived, that educator may make an appeal in writing. Written appeals will be reviewed by a District/BFT Staff Development Make-Up Day Committee comprised of a maximum of three (3) District appointed members and a maximum of three (3) BFT appointed members. Any waiving of the make-up day requirement must be by a unanimous vote of the Committee.

10.6.4 The District and BFT shall mutually agree to the scheduling of Staff Development Days as part of establishing the annual school year calendar.

## 10.7 Adult Education

10.7.1 There shall be one (1) voluntary teacher workday (minimum of three (3) hours) within the two (2) weeks prior to the Fall semester paid at the

regular teacher rate and scheduled individually by each teacher.

Adult Education Hourly teachers shall have a minimum of two (2) days at the beginning of the school year (a minimum of three (3) hours per day) at the hourly curriculum development rate for staff development. There shall be two (2) additional days of staff development at Berkeley Adult School whose dates are aligned with the District-wide staff development days for all staff and for elementary staff. For all four (4) of these staff development days, the Principal's Cabinet will give input on the goals and plans for the day.

10.7.2 On both of these staff development days the evening session will be open for students, and off-site classes (at any time of day) will be held as normal.

10.7.3 On both of these days the morning and afternoon sessions will be canceled for students.

10.7.4 The Staff Development will be held in the morning and will be mandatory for morning and afternoon teachers. Evening and off-site teachers will be strongly encouraged to attend.

10.7.5 Morning and afternoon teachers will be compensated for three (3) hours of staff development time at their hourly teaching rate. Evening and off-site teachers who attend will be compensated at the curriculum development rate.

10.7.6 There shall be one (1) additional three (3) hour teacher workday to be used to meet professional responsibilities within the last three (3) weeks of the Spring semester and the two (2) weeks following the end of the Spring semester, paid at the regular teacher rate and scheduled individually by each teacher.

10.8 For the purposes of retirement credit and computing the sixty percent (60%) limitation, the Adult School hourly workweek is thirty (30) hours.

## 11. HOURS OF EMPLOYMENT

### 11.1 TK-12 Duty Day

- 11.1.1 Unless otherwise set forth in this Agreement, the duty day for teachers covered by this Agreement shall be seven (7) consecutive hours and ten (10) minutes per day, including a thirty (30) minute duty-free lunch period or thirty-five (35) hours and fifty (50) minutes per week. The duty day for support staff and Speech and Language Pathologists covered by this Agreement shall be eight (8) hours per day, including a thirty (30) minute duty-free lunch period and two (2) ten (10) minute breaks. All duty time shall be spent at the work site, except with the approval of the Principal.
- 11.1.2 Certificated employees covered by this Agreement shall be entitled to a minimum of a thirty (30) minute duty-free lunch period. This period shall be exclusive of any time required to escort students to lunch lines and of legally required passing time. At the K-5 (elementary) schools, up to ten (10) minutes shall be provided for such passing time. The thirty (30) minute lunch period shall be an uninterrupted period of time.
- 11.1.3 Hours of employment for part-time educators may be prorated on a yearly basis.
- 11.1.4 In emergencies such as "Acts of God," civil strife or serious, highly unusual conditions, it is recognized that it may be necessary for educators to remain at the site temporarily to provide special assistance to ensure the safety and health of their students.
- 11.1.5 The District shall continue to design daily instructional schedules which allow educators to take restroom breaks during the students' instructional day.
- 11.1.6 Traveling Educators
- 11.1.6.1 During the normal duty day exclusive of the lunch period and of preparation time, educators traveling to two (2) or more campuses shall be allowed a reasonable amount of time to travel, park, and prepare for the subsequent work assignment. Suggested time is at least thirty (30) minutes.

- 11.1.6.2 Traveling educators shall have no more classes and meetings than if they taught at one (1) site.
- 11.1.7 TK/K teachers shall have no more supervision and meetings than others at their site.
- 11.1.8 Any secondary teacher assigned to two (2) school sites shall be provided with contractually allowed duty free lunch and preparation periods.
- 11.2 TK-12 Faculty Meetings and Collaboration Time
- 11.2.1 All TK-8 school sites shall bank a total of forty (40) minutes a week by adding ten (10) additional instructional minutes four (4) days per week (Mondays, Tuesdays, Thursdays, and Fridays). This is beyond the daily instructional minutes agreed to in District/BFT Section 11.8. The instructional day on Wednesdays will be reduced by at least the actual number of minutes banked for that purpose in any given week.
- 11.2.2 K-8 educators may be required to attend up to four (4) hours of faculty meetings per month. Faculty meetings may include school-wide staff meetings, department meetings, and grade level meetings. Educators may also be required to attend up to four (4) hours of collaboration meetings per month. Five (5) collaboration meetings will be held in the months with five (5) Wednesdays.
- 11.2.3 K-8 Faculty meetings and collaboration meetings shall normally be on Wednesday and shall start no later than twenty (20) minutes after the last students have been dismissed. Educators shall have the opportunity to place items on the agenda for faculty meetings. K-8 faculty meetings and collaboration meetings shall normally not last more than two (2) hours. If a meeting goes beyond two (2) hours, the following week's meeting will be shortened accordingly. High School meetings shall not normally last more than one and one-half (1.5) hours per meeting.
- 11.2.4 K-8 collaboration meetings are a time for educators to work together. The school leadership/governance team which includes the site principal shall determine the use of collaboration time. The general intent is for educators to meet for purposes of planning for improved instruction and student achievement.

11.2.5 No faculty meeting or collaboration meeting shall be scheduled the Wednesday prior to Back-to-School Night or Open House. During the months of the foregoing events, the mandatory number of required hours will be adjusted accordingly. For example, if there are four (4) Wednesdays during the month of Open House, 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).

11.2.5.1 No faculty meeting or collaboration meeting shall be scheduled either the week prior to, or the week of, Elementary/Middle School Parent Conferences. During the months of such Parent Conferences, the mandatory number of required hours will be adjusted accordingly. For example, if there are four (4) Wednesdays during the month of Parent Conferences, the total number of required faculty meeting hours will be reduced from four (4) to two (2) and the total number of required collaboration meeting hours will also be reduced from four (4) to two (2). The hours made available as a result of these reductions shall instead be used for on-site Elementary/Middle School Parent Conference preparation.

11.2.6 Berkeley High School shall bank a total of forty (40) minutes a week by adding ten (10) additional instructional minutes four (4) days per week (Tuesdays, Wednesdays, Thursday and Fridays). This is beyond the daily instructional minutes agreed to in District/BFT Section 11.8. The instructional day on Mondays will be reduced by at least the actual number of minutes banked for that purpose in any given week.

11.2.7 After consultation with the Professional Development Team, the principal can require BHS educators to attend up to one and a half (1.5) hours of whole-faculty staff meetings every other month. The site Professional Development Team shall consist of: the principal, the site Professional Development Coordinator, and one (1) representative from each of the small schools, departments, and programs. Educators may be required to attend up to four and one-half (4.5) hours of collaboration meetings per month in the months with whole-faculty staff meeting. In the months with no whole-faculty staff meeting, educators may be required to attend up to six (6) hours of collaboration meetings per month. Five (5) collaboration meetings will be held in the months with five (5) Mondays,



unless there is a whole-faculty staff meeting, in which case four (4) collaboration meetings will be held.

11.2.8 In those months without a whole-faculty staff meeting, two (2) collaboration meetings per month will be for small learning community professional development and SLC staff meetings. The additional two (2) collaboration meetings per month will be for curriculum area coordination and planning in those months with a whole faculty staff meeting there will be only one (1) collaboration meeting for curriculum area coordination.

11.2.9 BHS whole-faculty staff meetings and collaboration meetings shall normally be on Monday and shall start at 8:00 AM. Educators shall have the opportunity to place items on the agenda for faculty meetings. Whole-faculty staff meetings and collaboration meetings shall normally not last more than one and one-half (1.5) hours.

11.2.10 BHS collaboration meetings are a time for educators to work together. The general intent is for educators to meet for purposes of planning for improved instruction and student achievement.

11.2.11 Principals have the discretion to excuse educators from meetings and workshops.

11.2.12 Part-time educators at .80 FTE or more are required to attend all required meetings that a 1.0 FTE educator would. Part-time educators at less than .80 FTE are required to attend required meetings in proportion to their part-time FTE status. (e.g. a .50 FTE educator is required to attend fifty percent (50%) of required meetings). Part-time educators at less than .60 FTE shall meet with principals at the beginning of the school year to mutually determine a staff meeting attendance schedule and to mutually agree on the process whereby the part-time educator will stay fully informed of staff meeting information.

### 11.3 TK-12 Preparation Time

11.3.1 One (1) period per day within the duty day for secondary teachers shall be for planning time and preparation time. If a secondary school adopts a block schedule or modified block schedule, teachers shall have the equivalent of one (1) preparation period per day over the course of two (2) weeks. A preparation period is defined as that duty period of time which

is used by the certificated employee to prepare for instruction programs or to fulfill IEP requirements excluding direct service to students. Preparation time may also be used for collaboration with colleagues. One (1) preparation period per week may be used for scheduled parent conferences, evaluation/observation conferences, or periodic administrative communications.

11.3.2 Elementary school preparation schedules shall begin the first instructional day of the school year and continue through the last instructional day of the school year.

11.3.3 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.

11.3.5 Preemption of preparation time shall be on a voluntary basis except for emergencies (which do not include teaching a class or normal supervision).

11.3.5.1 When a teacher does not receive their preparation time because they are teaching their own students, due to a lack of release teachers or substitutes, the teacher will be paid the prorated share of their per diem rate.

11.3.6 A teacher shall use their preparation period for activities related to preparation for the classroom or instructional program, unless otherwise provided herein.

11.3.7 Pre-K to twelve (12) Special Education periods shall be scheduled depending on students' educational needs both in and outside the classroom. In keeping with the students' educational needs, the time provided for preparation may be taken flexibly, with principal concurrence, in a single block of time or various blocks of time throughout the day or week as the individual teachers' schedule dictates. Special Education teachers shall be entitled to the equivalent of ten (10) forty-five (45) minute periods over any given two-week period.

11.3.8 Speech, Hearing and Language Specialists shall be entitled to five (5) preparation periods per week.

11.3.9 Adaptive Physical Education teachers shall be entitled to two (2) preparation periods per week.

#### 11.4 Parent Conferences

##### 11.4.1 Elementary Parent Conferences

In addition to the regularly scheduled Parent Conference Day as described in Section 10.1.5, classroom teachers at the K-5 schools shall be granted four (4) hours during the teaching day for the purpose of conducting conferences with parents. This provision shall not apply to Resource Teachers, Special Education Resource Specialists or Special Day Class teachers.

##### 11.4.2 Middle School Parent Conferences

Middle Schools shall have three (3) shortened days of one hundred and eighty (180) minutes and two (2) days with eight (8) hours of scheduled conference time.

#### 11.5 Secondary School Teaching Assignments

##### 11.5.1 BHS teacher work assignments shall be as follows:

60% -----3 teaching periods

80%-----4 teaching periods

100%-----5 teaching periods

There will be no supervision period at BHS as long as BHS is on a six (6) period day.

11.5.2 Middle School and Berkeley Technology Academy teacher work assignments shall be as follows:

60% -----3 teaching periods and 1 Supervision period

80%-----4 teaching periods and 1 Supervision period

100%-----5 teaching periods and 1 Supervision period

If the requirements of the master teaching schedule are met, whenever possible, teachers who work less than a one hundred percent (100%) assignment will work consecutive hours/periods.

11.5.3 Middle School Advisory

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

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

11.5.4 Whenever possible, secondary teachers shall not be required to serve more than two (2) consecutive double teaching periods nor more than three (3) consecutive single teaching periods without a break. Whenever possible, secondary teachers shall be required to have no more than three (3)

preparations. If it becomes necessary to give more than three (3) preps, such assignment shall not be given to a teacher with less than two (2) years' experience on the site, if possible.

11.5.5 Secondary School Librarians and their Principals will meet in an effort to arrive at an agreement in order that Libraries are open and adequately staffed during lunch periods. Absent agreement, the decision of the Principal shall be final.

11.5.6 As determined by the administration, interscholastic athletic teams which have an enrollment of thirty-five (35) or more students may be scheduled as a Physical Education class and shall be considered as one of the teacher's five (5) instructional periods. Interscholastic athletic teams with less than thirty-five (35) enrollment shall not be counted as the fifth instructional period of the teaching assignment.

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.

## 11.6 Additional Special Education Department Provisions

11.6.1 Special Education teachers who provide direct teaching to students during the school day shall be provided preparation time as follows:

- a. Upon request, Special Day Class teachers, and Resource Specialists and Full Inclusion teachers may be granted as many days as necessary each year by the supervisor for case management, assessments, and report writing. The aforementioned preparation time shall be accommodated through administrative scheduling of the teacher's teaching schedule and will not require the hiring of additional teachers.
- b. Release time may be granted on an individual needs basis for Special Day Class teachers, Resource Specialists, Speech/Language Pathologists, Psychologists, Full Inclusion teachers and any other

personnel who have the responsibility for the development of Individual Education Plans for Special Education students.

- c. The Director shall respond to each request made under 11.6.1.a and 11.6.1.b within five (5) days from the date of the original request. Upon the Director's denial of any request, copies will be sent to the BFT and the Human Resources Certificated Administrator. The Director will meet within five (5) days of any such denial with BFT and the Human Resources Certificated Administrator to resolve any denied requests.

11.6.2 Every effort will be made to hold IEP meetings during the duty day. Every effort will be made to schedule these meetings so that an educator does not have to attend such meetings beyond the duty day more than once a week.

11.6.3 Teachers of self-contained special education classes shall not be assigned supervision at times when they are required, of necessity, to be with their own students. In addition, any special education itinerant teacher (i.e. a teacher who works at more than one school site) shall be exempt from supervision duties.

11.6.4 Special Education teachers shall be required to attend no more meetings per month than other teachers. Special Education teachers may be required to attend up to three (3) Special Education faculty meetings per year in lieu of site faculty meetings.

11.6.5 When School Psychologists, Behavior Analysts, and Speech Language Pathologists and other service providers work beyond the contract year in order to assist the District in meeting IEP compliance goals, they will be paid at their per diem rate. School Psychologist interns who assist the District after the contract year will be paid per diem as School Psychologists assuming they are School Psychologists at that time.

## 11.7 Adult School

11.7.1 Bargaining unit Adult School teachers shall receive four (4) paid hours per month: one (1) for planning and meeting time and three (3) dedicated for preparation time. These four (4) hours shall be paid at the curriculum development rate.

11.7.2 Adult School teachers may be assigned non-consecutive hours in their teaching schedules; however, every effort will be made to make such assignments voluntary.

11.7.3 When required to perform duties beyond the hourly teaching duties (serving on Accreditation Committee, faculty meetings, graduation duties, etc.) Berkeley Adult School teachers shall be paid the hourly curriculum development rate.

11.7.4 Adult School Ad-hoc Committee

Each academic year an Ad-hoc Committee will be appointed in September. The purpose of the committee will be to determine the reasonable and fair time needed to complete attendance scantron work or testing form scantron work when this work is necessitated by attendance system errors or system failure out of the control of the faculty; and any other circumstance which requires or mandates teachers to provide extra duty outside of their regular teaching assignment. The committee will be called into session when Adult School hourly teachers are asked to perform duties where the number of work hours is undetermined or unclear.

The term of the Committee will be from September to August of the following year. Adult School hourly teachers appointed to the Committee will be paid at the Curriculum Development rate for meeting time.

The Committee will consist of:

2 BAS administrators

1 District representative

1 BFT representative

4 BAS hourly teachers representing the Academic, ESL, Voc. Ed., and Offsite departments, to be appointed by BFT

Committee decisions will need at least one (1) BAS or District vote.

11.7.5 Job sharing at the Adult School occurs when two (2) teachers share a teaching assignment 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.

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 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.

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. 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.

## 11.8 Instructional Day/Instructional Minutes

The instructional day shall be the following average number of minutes per day calculated over a consecutive ten (10) day period: two hundred sixty (260) minutes for Kindergarten; three hundred five (305) minutes for grades 1 to 5 inclusive; three hundred twenty five (325) minutes for grades 6 to 8 inclusive; and three hundred sixty five (365) minutes for grades 9 to 12 inclusive. The high school instructional day will at least meet minimum state requirements in 2000 01. Instructional day shall be defined as required by the State Superintendent of Public Instruction for purposes of Education Code Section 46201.

## 11.9 Supervision Duties and Required Activities

11.9.1 At the elementary schools, supervision duty shall be equitably assigned by the Principal. Barring an emergency or unforeseen circumstance, elementary morning recess yard duty school supervision shifts shall be no more than fifteen (15) minutes for 4-5 teachers and no more than twenty (20) minutes for K-3 teachers. All other supervision duty shifts shall be no more than fifteen (15) minutes and shall be limited to the following assignments: before-school bus/yard duty, after-school bus/yard duty, afternoon recess yard duty. All teachers with yard duty assignments may take restroom breaks if they notify other teachers on duty that they will be leaving the yard. These breaks shall normally be five (5) minutes in duration.

- 11.9.2 Open House and Back to School Night dates shall be announced no later than the first week of school in September. Failure on the part of teachers to attend either of these events without prior approval will result in the deduction of one-third (1/3) of one (1) day's per diem pay. This section shall not apply to teachers who:
- a. Are on sick leave on the day of the event
  - b. Who become ill during the day or any time after school and remain on sick leave the following day
- 11.9.3 Teachers are required to complete all records and assignments by 4:00 p.m. on the last working day of each contract year under this Agreement, including inventory of equipment and books, completion and submittal of final grades, submittal of attendance records and roll books and return of all District keys. This time may be extended by mutual agreement between the teacher and the Principal.
- 11.9.4 Middle School Department Leaders will be relieved of supervision at their option.
- 11.9.5 An advisory period at Berkeley High School will be implemented following development and approval of a plan by the BHS Shared Governance Committee and final approval by BFT and the District.
- 11.9.6 Substitute teachers shall follow the daily schedule of the teacher for whom they are assigned to substitute unless there is a prevailing operational need for the Principal to modify the assignment.
- 11.9.7 Unit members at 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, the District will make available training so that educators can complete this requirement. Teachers will have three weeks to update the gradebook from the beginning of the year. The parties agree that the current practice of inputting elementary assessments into the student information system shall not change.

## 11.10 Early Childhood Education Program

- 11.10.1 The duty day for Early Childhood Education teachers shall be seven (7) hours including a minimum of a thirty (30) minute duty-free lunch period. Each full-time Early Childhood Education teacher shall be provided with thirty (30) minutes of non-instructional time in order to fulfill professional duties such as preparation, assessments, IEP's, collaboration, and parent conferences.
- 11.10.2 Each full time Early Childhood Education and State Preschool teacher shall be entitled to a total of fifteen (15) minutes' break time and each part-time Early Childhood Education teacher ten (10) minutes' break time during their regular day.
- 11.10.3 No Early Childhood Education teacher shall have their hours switched with another teacher's hours without their consent following three (3) full weeks of instruction after the start of the school year.
- 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.
- 11.10.5 The Board can require split shift duty hours for staff members in the Early Childhood Education programs.
- 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 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.
- 11.10.7 A minimum of two (2) regular staff meetings of the Early Childhood Education staff shall be for training of ECE staff in coping strategies for

working with at-risk students, including but not limited to students with fetal alcohol syndrome, drug addiction, and antisocial behavior.

11.10.8 The State Preschool teacher will remain on the TK-12 salary schedule and will be subject to the Early Childhood Education contractual provisions regarding workday. The work year begins on the first TK-12 contractual day and ends on June 30. The duty day for the State Preschool teacher shall be provided with thirty (30) minutes non-instructional time in order to fulfill professional duties such as preparation, assessments, IEP's, collaboration, and parent conferences.

11.10.9 Early Childhood Education teachers shall be granted the equivalent of two (2) half days for conferences with parents. Early Childhood Education teachers will initiate the half-day conference with parents at least three (3) weeks in advance of the date requested. Mutual agreement as to the date will be reached by the program director and the Early Childhood Education teacher.

#### 11.11 Music Teachers

11.11.1 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.

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

## 12. LEAVES OF ABSENCE

### 12.1 Leaves of Absence Without Compensation

12.1.1 An educator shall become eligible for a leave of absence pursuant to this section when the employee achieves permanent status and has served three (3) years in the District.

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 is denied, 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.

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.

12.1.3 After an educator has been granted a leave without pay under 12.1.1, the Board shall not be obligated to grant another such leave for five (5) years but may grant such a leave. By April 15, the Human Resources Certificated Administrator shall inform applicants for leave who apply on or before March 1 of the preceding year whether or not the leave has been granted. At the end of this five (5) year period, the Board shall grant a leave without pay if the request for the leave is received by the Human Resources Department on or before March 1 of the preceding year.

12.1.4 A request for an extension of an unpaid leave under Sections 12.4, 12.9, 12.11, and 12.14 must be submitted by February 1 for leaves the following school year. A request for an extension of a fall semester only leave must be submitted by November 15. By March 1, the Human Resources Certificated Administrator shall inform eligible applicants in writing whether an extension request has been granted. Such a request may be granted at the discretion of the Board.

- 12.1.5 All educators under leave of absence status shall notify the Human Resources Department in writing by February 1 as to whether they will be returning for the following school year or whether they wish to request an extension on their leave of absence for the following school year. If an educator fails to notify the Human Resources Department by February 1, the educator will be sent a certified letter informing them of the missed deadline. Failure to respond to the Human Resources Certificated Administrator within ten (10) calendar days will be deemed a resignation.
- 12.1.6 An educator's request for termination of a leave of absence during the time granted will be considered by the Board. The Board shall not be required to terminate the leave prematurely unless the Board judges the situation to be in the best interests of the District.
- 12.1.7 Leave taken under this Section shall not be granted for employment in another school district unless approved by the Board under special circumstances.
- 12.1.8 An educator shall not lose any seniority rights by reason of an approved leave of absence. Such leave shall not count as an additional year of experience for salary purposes unless agreed to in writing by the Human Resources Certificated Administrator prior to the leave.
- 12.1.9 An educator on such leave shall be permitted to make their own and the District's regular contributions to all benefit programs requiring such contributions, as permitted by law and consistent with the requirements of the insurance carrier, as well as any other restriction which may be placed on the benefit program by entities apart from the District.
- 12.1.10 Upon prior written approval of the Superintendent, an educator on leave of absence shall be entitled to return to the same elementary school or same secondary school and department to which the educator was assigned prior to the leave of absence. See subsection 12.16.3.
- 12.1.11 Shared teaching arrangements may be renewed if initially granted and involve the same teachers sharing a teaching position. Shared teaching arrangements will be encouraged and the Human Resources Department shall assist a teacher requesting such assignment to find a suitable position.

12.1.12 Substitutes and hourly educators shall have prior consideration for reemployment after a voluntary absence of up to one (1) year if they notify the District of their intent prior to the absence.

## 12.2 Sick Leave

12.2.1 Each full-time educator in the bargaining unit is entitled to eleven (11) days of sick leave for each full year of employment under contract with pay, cumulative without limit.

12.2.2 Each full-time educator in the bargaining unit who is on a 202 day work year is entitled to twelve (12) days of sick leave for each full year of employment under contract with pay, cumulative without limit.

12.2.3 The full year's accumulation shall be credited to the educator in the bargaining unit at the start of each school year.

12.2.4 Sick leave entitlement and deduction for contract educators who are working less than full time or less than the contract year shall be on a pro-rata basis.

12.2.5 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.

12.2.6 Sick leave may be used for personal illness, including quarantine, disability and necessary appointments for health treatment.

12.2.7 Principals shall cooperate with educators to enable doctor visits to be handled with minimum loss of teaching and service time to the District. It is further agreed that educators in the bargaining unit will endeavor to schedule doctor visits during non-teaching time whenever practical.

12.2.8 During a leave of absence, an educator shall maintain any prior accumulated sick leave, but shall not accumulate any additional sick leave.

12.2.9 There shall be no loss of sick leave for illnesses or communicable disease contracted through work or work-related accidents provided that an award of worker's compensation claim has been granted.



- 12.2.10 An educator who desires to check the District's sick leave records of their own absence(s) will be provided access to the available records within ten (10) days of the written request. Upon the District's confirmation of an error in the sick leave records, the District shall provide the employee with a written notice correcting the error within ten (10) working days of the confirmation.
- 12.2.11 Substitute teachers who have served forty-four (44) days in a continuous assignment and who are placed on the salary schedule shall be credited with one (1) day of sick leave for each twenty (20) days served in the position. Sick leave credited under this section shall be accumulated only if the individual is subsequently reassigned to an assignment of forty-four (44) consecutive days or to a contract position.
- 12.2.12 Sick leave entitlement and deduction for hourly employees working nine (9) hours or more per week on a regular basis shall be on a basis of one (1) hour per each sixteen and one-half (16-1/2) hours of work.
- 12.2.13 Summer School teachers on Board approved leave and substitute teachers are excluded from this section, unless specifically included.
- 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.
- 12.2.15 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.

### 12.3 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 the difference between their salary and the actual cost to the District of a replacement employee to fill the position during the absence. If no replacement is employed, the salary cost to the District shall be the salary shown on Column II, Step 1 of the applicable salary schedule.

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.

## 12.4 Child Rearing Leave and Parental Leave

An educator may take either child rearing leave pursuant to section 12.4.1 below, or parental leave pursuant to section 12.4.2 below, but not both, in connection with the arrival of a new child either through natural birth, foster care, or adoption of a child.

### 12.4.1 Child Rearing Leave

- 12.4.1.1 An educator shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After consultation with the Human Resources Certificated Administrator, a person may begin child rearing leave at such time as they and their doctor deem advisable.
- 12.4.1.2 An employee shall be entitled to utilize the available sick leave for any portion of child rearing leave that the employee elects not to receive twenty-five percent (25%) of their own salary as provided in section 12.4.1.3 below.
- 12.4.1.3 During the first eighty-nine (89) days of child rearing leave, the educator shall receive twenty-five percent (25%) of their own salary. The eighty-nine (89) working days (excluding all weekends, holidays and school recesses) must be consecutive with the date of the arrival of the child. Once an educator returns to duty, the child rearing leave and all of its provisions shall be terminated. If, however, a returning educator who has not used the full child rearing leave then becomes ill with a childbirth related illness, they shall be reinstated up to the total child-rearing leave allowance. Concerning the above-referenced eighty-nine (89) days of child rearing leave, the educator shall continue to receive the same level of District health benefits coverage as before the

leave as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.

- 12.4.1.4 After the eighty-nine (89) days of child rearing leave as provided for above have been fully utilized, the educator shall, upon written request submitted not later than twenty (20) working days prior to the expiration of the above-referenced eighty-nine (89) days of child rearing leave, be placed on extended child rearing leave until the end of the school year. Extended child rearing leave is provided without pay.
- 12.4.1.5 Child rearing leave beyond that provided for above may be requested and granted pursuant to the provisions set forth in Section 12.1.
- 12.4.1.6 Bargaining unit hourly educators shall be entitled to child rearing leaves without pay.
- 12.4.1.7 If the expiration of a child rearing leave takes place towards the end of the school year/term, rather than disrupt the continuity of classroom instruction, the employee may return for the remaining days as a substitute teacher or take leave without pay for that time.

#### 12.4.2 Parental Leave

- 12.4.2.1 An educator may use their sick leave for the birth of a child of the educator, or the placement of a child with the educator in connection with the adoption or foster care of the child by the educator for a period of up to twelve (12) workweeks.
- 12.4.2.2 When a educator has exhausted all available sick leave and continues to be absent from their duties on account of parental leave pursuant to the California Family Rights Act (CFRA) (Government Code section 12945.2), the educator shall receive differential pay for the remaining portion of the twelve (12) workweek period.

- 12.4.2.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA. The aggregate amount of parental leave taken pursuant to this section and CFRA shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 12.4.2.4 The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 12.4.2.5 An educator shall not be provided more than one (1) twelve (12) week period for parental leave during any twelve (12) month period.
- 12.4.2.6 An educator is not required to have 1,250 hours of service with the District during the previous twelve (12) month period in order to take parental leave.

## 12.5 Bereavement Leave

- 12.5.1 In the event of the death of a member of an educator's immediate family, the educator shall be entitled to a maximum of three (3) days. After three (3) days' leave, if out of state travel is required, the employee shall be entitled to an additional two (2) days' leave. In the event of the death of an educator's spouse, domestic partner or child, the educator shall be entitled to a maximum of five (5) days of bereavement leave.
- 12.5.2 Members of the educator's immediate family shall include the spouse, domestic partner, parents, step-parents, foster parents, guardians, parents-in-law, grandparents, children, siblings, grandchildren, children-in-law, uncles, aunts, or children of siblings of the employee and/or of the spouse or domestic partner of the employee and any relative living in the immediate household of the employee and such other persons as the Superintendent may approve in individual cases
- 12.5.3 Bereavement leave shall not be deducted from accumulated days of sick leave, nor is bereavement leave cumulative.

12.5.4 Educators may utilize the provisions of bereavement leave for one (1) occurrence other than that provided in the Education Code. This provision is to enable an employee to be granted bereavement leave for a person with whom the employee has a unique relationship. The employee shall exercise this provision only with the prior approval of their site administrator unless unforeseeable conditions preclude such prior approval. Upon request, the reasons for denying such leave will be provided in writing.

## 12.6. Personal Necessity Leave

12.6.1 An educator may use up to a maximum of nine (9) days of accumulated sick leave annually in cases of personal necessity listed in Section 12.6.2 below. Whenever possible, a request for this leave shall be made in writing to the immediate supervisor prior to taking the leave or in any event no later than twenty-four (24) hours following the start of the personal necessity leave. An educator may be required to further substantiate the need for such leave.

12.6.2 Personal Necessity Leave may be used for reasons such as:

- Appointments to see a lawyer
- Wedding in the family
- Religious observance
- To attend professional conferences
- To attend an educational event for a minor child or dependent
- Emergencies
- Death of a member of the educator's immediate family
- Serious or critical illness of a member of the immediate family
- Appearance in court as a litigant

- An occurrence of an accident involving the educator's person or property or the person or property of a member of the immediate family
- In the case of death of a member of the educator's immediate family, such leave may be in addition to normal bereavement leave.

It is understood that Personal Necessity Leave is for instances of personal need, not for recreational purposes, vacation, travel, or that which is related to activity for which the educator may receive additional remuneration. The District may request the reason for Personal Necessity Leave days if there is reasonable doubt regarding this use.

12.6.3 In the event such Personal Necessity Leave absences extend beyond the nine (9) days available, additional approved absences shall be deducted from salary. The amount of the deduction shall be the number of working days absent times the daily rate of pay. The daily rate of pay for educators shall be the annual salary divided by the number of days in the annual school year as defined in California Code of Regulations 13520.

## 12.7 Jury Duty

12.7.1 An educator who receives a jury interview and appearance notice must notify the Human Resources Department within two (2) days of receipt of such notice or upon receipt of notice if notice is received less than two (2) days before the appearance is required.

12.7.2 If any educator is summoned and reports for jury duty, the educator shall be paid regular salary but any juror's fees, exclusive of mileage received by the educator shall be deposited to the credit of the District at the Business Office. This provision shall apply to educators who are paid an hourly rate in school sessions held during the Winter, Spring or Summer recess.

12.7.3 It is understood and agreed that an educator shall be required to report for regular teaching duties on any and all days when they are not required to report to the courthouse as a potential juror.

12.7.4 No more than two percent (2%) of the unit may be absent on this leave at any given time. (California Education Code Section 44037)

## 12.8 Court Appearance Other Than Jury Duty

- 12.8.1 Whenever an educator is subpoenaed as a witness, the educator shall have time for appearance before a public body, commission or court without loss of pay unless a party of interest to the proceeding.
- 12.8.2 No salary deduction shall be made for absences if an educator is under a subpoena.
- 12.8.3 No salary will be paid in cases where an educator is a voluntary witness appearing for their own interest, except as provided under provisions for use of such leave under personal emergency.
- 12.8.4 Upon request of an appropriate government agency, an educator shall have time to perform emergency civilian duties in connection with national defense without loss of pay.
- 12.8.5 Compensation received in performance of the above duties shall be subtracted from compensation which would normally be provided by the District consistent with applicable laws and regulations.

## 12.9 Military Leave

- 12.9.1 Leaves may be granted for government ordered military services. Compensation during such leaves will be full salary for a maximum of thirty (30) days. Compensation received in performance of the above duties shall be subtracted from compensation which would normally be provided by the District consistent with applicable laws and regulations.
- 12.9.2 All educators who are reserve members of the Armed Forces are required to make every effort to arrange for active duty training during their vacation period. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are extenuating circumstances, the educator shall file a written request with the Human Resources Certificated Administrator giving full particulars therein before requesting orders for active duty training. A copy of the educator's military order shall be provided to the Principal and to the Human Resources Certificated Administrator as soon as available.
- 12.9.3 Educators returning pursuant to this Section shall be provided with employment in the District consistent with legal requirements.

## 12.10 Professional Leave

12.10.1 Professional leave may be granted by the Superintendent or designee for the purpose of attending conferences, workshops, institutes, school visitations and other meetings related to the teaching field. If school or District finances cannot provide a substitute for a person requesting the leave, the employee may propose to pay for their own substitute.

12.10.2 Such leave must be requested sufficiently in advance to allow the Superintendent or designee to arrange for an appropriate substitute in the event the leave is granted.

12.10.3 The Superintendent or designee may at their discretion reimburse certificated employees for expenses incurred, i.e., transportation, lodging, meals and registration or other fees.

12.10.4 The request for leave under this provision should specify whether regular compensation is requested. In the event compensation is requested, this request and the request for the leave itself will either be approved or denied by the Superintendent or designee.

12.10.5 There is no obligation that the Superintendent or designee approve any such leave as provided in this section, nor is there any obligation to establish preferences between requests other than what is deemed by the Superintendent or designee as in the best interests of the District.

## 12.11 Civic Participation Leave

12.11.1 An educator who is elected to or appointed to an office in a federal, state, county, or municipal government or subdivision shall be granted unpaid leave upon written request.

12.11.2 An educator who is appointed to a state commission shall be released from duty without pay for service on the commission as provided by law. However, compensation for such leave shall be provided to the extent intended by law.

12.11.3 Leave shall be granted in accordance with Section 12.1 for educators who accept an assignment as a volunteer in the Peace Corps, Vista, exchange teaching, or similar programs.



12.11.4 The above leaves shall be requested by the start of the semester and extended for at least one (1) semester unless otherwise provided for by law or Board actions. Such leaves shall extend for at least the duration of the civic assignment.

## 12.12 Sabbatical Leave

12.12.1 The Board shall make available on an annual basis ten (10) sabbatical leaves. Paid sabbatical leaves shall be offered to members of the bargaining unit who have worked in the District for at least ten (10) years, for a semester (one-half (½) academic year) or for a full academic year. The Sabbatical Leave Committee shall be responsible for making recommendations to the Superintendent as to the acceptance or rejection of proposals based on standards developed by the committee. The sabbatical leave committee shall be composed of five (5) faculty members mutually appointed by the Superintendent and the BFT President. There shall be a nonvoting chairperson designated by the Superintendent. Paid sabbatical leave proposals are to be restricted to the academic growth of the applicant and must demonstrate a potential enrichment to the District's curriculum or instructional programs.

12.12.2 Paid sabbatical leave proposals must be submitted to the Sabbatical Leave Committee no later than March 1. The standards and recommendations developed by the Sabbatical Leave Committee shall be submitted to the Superintendent by April 1. Educators who submit sabbatical proposals shall be notified of the acceptance or rejection of said proposals by April 15. Educators awarded a paid sabbatical leave are obliged to return to employment in the District for a minimum of two (2) years, or less with the approval of the District.

12.12.3 Compensation during the period of sabbatical leave shall be calculated as follows:

The total salaries of all employees receiving sabbaticals, minus total salaries of all replacement employees, divided by the number of sabbaticals being awarded, equals salary for each sabbatical leave grantee.

Example:

\$400,000 (Total salaries of employees receiving sabbaticals)

-300,000 (Total salaries of replacement employees)

\$100,000

\$100,000 divided by 10 sabbatical leaves equals \$10,000

\$10,000 = salary for each leave grantee

If no specific replacement is employed, the salary cost to the District shall be the salary shown on Column II, Step I of the applicable salary schedule.

For sabbatical leaves "...salaries of all employees..." referenced in paragraph 2 of Section will include the selected teacher's full FTE, including any portion of which the educator may have been in a leave status during the previous year.

Any educator being in a partial leave status for more than one (1) year will have their full FTE adjusted to reflect the percentage of time they have actually been working, for purposes of calculating sabbatical compensation. The employee shall continue to have their full FTE for employment purposes upon their return.

- 12.12.4 The sabbatical leave grantee shall enjoy the right to purchase District coverage under the District medical/dental programs. Such leave shall count as an additional year of service for salary schedule advancement.

### 12.13 Union Leave

- 12.13.1 Request for leave pursuant to this Section shall be governed by the requirements set forth in Section 12.1 of this Article, except such leave shall be granted if requested prior to the semesters for which the leave is requested.
- 12.13.2 Such leave shall include election or appointment to perform services as the representative of the Union, the State Federation (CFT), the International Federation (AFT), the AFL-CIO, or any labor division of a state government or federal government agency.
- 12.13.3 Leaves taken pursuant to this Section shall be limited to a maximum of four (4) educators per school year. The selection of the eligible educators will be based on application by the Union President (or the appropriate International President).

- 12.13.4 The Union agrees to indemnify and hold harmless the Board for any leave granted pursuant to this section.
- 12.13.5 The Union may request release time for designated members to conduct organizational business. The Union shall pay for the costs of substitutes.
- 12.13.6 The Board shall provide release time for investigating or resolving grievances. Such time shall usually be limited to a total of one-half (1/2) day per week for the persons where designated by the Union President.
- 12.13.7 If the person(s) designated by the Union President has a non-teaching assignment, an amount equal to the actual compensation the employee receives during the time released under the contract provision, not to exceed thirteen thousand three hundred fifty dollars and thirty eight cents (\$13,350.38) per year for 2022-23 leave, shall be paid to the Berkeley Federation of Teachers. The thirteen thousand three hundred fifty dollars and thirty eight cents (\$13,350.38) shall be increased by the average salary increase given in subsequent fiscal years.

#### 12.14 Medical Leave Without Pay

Medical leave without pay shall be granted upon receipt of a letter from the educator's licensed medical practitioner verifying the need for such leave. However, such leave is subject to additional verification by a District-appointed licensed medical practitioner (as provided for in this Article, Section 12.17), if the Board has substantial reason to believe that there has been abuse by the individual. Concerning the above-referenced medical leave days without pay, 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.

#### 12.15 Sick Leave Bank

- 12.15.1 Participation shall be voluntary, but permitted for all educators covered by this Agreement and included in the bargaining unit.
- 12.15.2 Each educator who desires to participate shall sign up within ten (10) days after the start of the school year or within the open enrollment period and shall then be a member for the entire school year.

- 12.15.3 A committee established by the Union to govern the Bank shall determine the initial contribution necessary to join the Bank, as well as any additional contributions necessary in the future.
- 12.15.4 Each participant may draw sick leave from the bank after their regular sick leave (including all accumulated sick leave) is exhausted. All leave drawn from the Bank shall be approved by the committee. The committee shall establish rules governing applications and withdrawals from the Bank, which shall be nondiscriminatory and consistent with State law. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.
- 12.15.5 If there are days remaining at the end of the year, they shall be credited to the Sick Leave Bank for the next school year.
- 12.15.6 Under no circumstances shall sick leave be provided to a user unless the user has exhausted their total accumulated sick leave.
- 12.15.7 It is understood that if the governing committee deems the Bank inoperable, it shall return to those employees those days contributed or the remaining fraction thereof.

## 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.

12.16.2 Bargaining unit Adult School teachers shall be eligible for all leaves of absence without pay for up to one (1) year.

12.16.3 Educators on paid leave of absence who return to duty by the end of the school year in which the leave was commenced will be returned to the position held at the time of the leave unless:

- a) the position is no longer available due to staff reduction or program or modification, or
- b) the return comes too close to the end of the school year to warrant disruption of the education program. In such case, the educator will be provided with an alternative assignment.

12.16.4 The District may require reasonable verification for any leave of absence.

#### 12.17 Medical Examination

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 educator. Prior written notice shall be given to the unit member if the District desires verification for fewer than five (5) days' absence.

12.17.2 Such examination shall be timely so as to be relevant to the illness and may be by the educator's personal licensed medical practitioner, or at the Superintendent's option, one selected from a list of practitioners from Health Net and/or Kaiser, to be mutually agreed upon by the Superintendent and the Union. The list shall be reviewed every two (2) years. Such practitioners may refer the individual to an appropriate specialist, if, in their opinion, it is necessary.

12.17.3 At the request of the educator, the request for the doctor's examination shall be justified in writing.

12.17.4 The Superintendent may require a certificate from the licensed medical practitioner showing an ability to return to duty with the District from extended sick leave.

12.17.5 In the event an ill educator must be transported to the licensed medical practitioner pursuant to a directive from the Superintendent under this section, such transportation may be requested by the educator. The Superintendent shall then provide such transportation or agree to reimbursement.

#### 12.18 Personal Leave

12.18.1 An educator may use four (4) days of earned sick leave during the fiscal year for personal reasons. The leave may be taken in one-half (½) day or whole day increments. It is understood that Personal Leave days will not be used to extend District Holidays, non-student **work day**, or recesses or related to activity for which the educator may receive additional remuneration.

12.18.2 An educator intending to take such personal leave shall notify the site administrator prior to taking the leave.

12.18.3 Each day of personal leave taken pursuant to this section shall reduce the maximum number of days of sick leave the educator may use for personal necessity leave under section 12.6 (e.g. an educator taking four (4) days of personal leave could use a maximum of five days of sick leave for personal necessity leave). The aggregate amount of personal leave and personal necessity leave taken shall not exceed nine (9) days annually.

#### 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 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 condition 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.

## 13. CLASS SIZE

### 13.1 TK-5 Classes

13.1.1 Except as provided in sections 13.1.4 and 13.3.1 below, class size averages and maximums shall be the following:

13.1.1.1 Effective July 1, 2023, class size averages shall be:

TK Level: 20:1 (Districtwide average)

K-5 Level: 23:1 (Schoolwide average)

K-5 Level: 23:1 (Enrollment Zone average)

13.1.1.2 Effective July 1, 2023, class size max max shall be:

K-5 Level: 27 students

Combo Class: 23 students

Class size maximum calculations are based on actual student attendance after the 10-day count.

13.1.1.3 Effective July 1, 2023, 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. Pay teachers one hour a week at the instructional hourly rate for one extra student beyond the max, paid on a timesheet.

13.1.2 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.



13.1.3 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.

## 13.2 Secondary Schools

13.2.1 Except as provided in section 13.3.1 below, for the term of this agreement only, the District shall fund class size averages as they appear below:

Middle School	28:1
Berkeley High	28:1
Alternative High School	25:1

Class size average calculations in 13.2.1 above shall occur no later than the end of the first four (4) weeks of school. Grievances based on class size can only be filed after the end of the fourth week of school.

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.

13.2.3 In calculating student contacts for teachers at a school with a block schedule, double-period schedule, or a core class, the number of students in each class period shall be added to calculate the total, even though the students may be the same for two (2) or three (3) consecutive periods.

13.2.4 Class sizes in the same subject area will be numerically balanced insofar as is practical after the first three (3) weeks following the start of the semester.

13.2.5 Each secondary site shall, after having received its staffing allocation, develop class size standards for each course offered. Such standards shall be established in a manner so as to take into account:

- a) the number of available work stations, pieces of equipment and textbooks
- b) the recommendations of the departments as to the appropriate sizes of the classes it offers, as well as the number of sections of each class that should be offered
- c) the number of students who have signed up for the class.

13.2.6 At BHS, a small committee (including BHS administration) with a majority of classroom teachers shall review the rationale for differences in class sizes among and within departments. The committee shall identify the guidelines, procedures, and timeline for establishing the BHS schedule and teaching assignments. The procedure should include an internal review process for staff input and schedule options for establishing small/large classes. The committee shall convene no later than November 15, and make its report to the BHS staff by March 31. The District and BFT shall receive a copy of the report.

13.2.7 If a teacher voluntarily teaches a sixth (6<sup>th</sup>) period they will receive an additional .20 FTE of their annual salary.

13.2.8 The Board and the Administration, through written policy directives, shall support the efforts of Berkeley High School in establishing and maintaining the District class size goals.

### 13.3 General Provisions

13.3.1 If Measure E1 expires or is repealed, or if Measure E1 is altered to reduce the sixty-six percent (66%) allocation for class size reduction pursuant to Measure E1 or is suspended by the District's declaration of a Severe Fiscal Emergency under the terms of the Measure, the District maximum class sizes and averages shall automatically revert to those provided in the parties' 1999-2003 negotiated agreement which are as follows:

K-3 maximum class size - 32

4-5 maximum class size - 32

Middle School staffing formula - 35:1 pupil/teacher ratio

Berkeley High School staffing formula - 35:1 pupil/teacher ratio

Alternative (Continuation) High School staffing formula - 25:1 pupil/teacher ratio

13.3.2 The pupil-teacher ratio is defined as the number of teachers to be allocated to a school site based on the number of students enrolled. The staffing formula will take into consideration the number of classes which students normally take.

13.3.3 Any teaching allocation for an out-of-class assignment shall be for an assignment working directly with students.

13.3.4 Actual class sizes for the school shall be posted in the mail room at each school site and at any other location designated by the Principal. Such posting shall take place by the end of October.

13.3.5 Counselors will be assigned an equitable caseload.

13.3.6 Special education students will be counted for general education staffing when the special education student is assigned to general education classes fifty percent (50%) or more of the student's schedule.

#### 13.4 State Preschool and Early Childhood Education

13.4.1. The adult/pupil and/or teacher/pupil ratio in the State Preschool and Early Childhood Education shall not exceed ratios established by the State.

13.4.2 District preschool students with IEPs needing moderate to severe services entering kindergarten shall be distributed to ensure greater caseload equity for teachers with moderate/severe credentials and greater equity and diversity in District schools. As much as possible, but in keeping with this provision, students will be assigned to a school within their zone.

13.4.3 ECE Preschool classrooms that have students with IEPs shall have no more than an average of three (3) such students not including students with speech-only IEPs. This average shall be based on all general education preschool classrooms that have at least one such student placement.

13.4.4 Preschool SDC/SH classes shall have no more than ten (10) students.

13.4.5 Preschool Integrated General Ed/Special Ed classes taught by a credentialed special education teacher shall have no more than fifteen (15) students, with no more than eight (8) of those students having IEPs.

## 13.5 Special Education Students in General Education Classes

13.5.1 Continuing students with identified learning needs (English Learners, Special Education, etc.) shall be equitably distributed among the teachers of a grade level to the extent that this is feasibly given the resources of the school site and the District.

13.5.2 Pursuant to State law, a general education teacher shall attend IEP meetings and participate in the development of the IEP. If IEP meetings are held during the general education teacher's instruction periods, classroom coverage shall be provided.

13.5.3 Within five (5) days of the assignment of a Special Education student, the classroom teacher of record shall be notified.

13.5.4 General education classroom teachers who have responsibility for the implementation of any portion of an Individualized Educational Program for a Special Education student shall receive a copy of this IEP.

13.5.5 Students with IEPs shall be distributed into general education classes in a way that produces balanced classes to the best of the site's ability. Any disagreements as to the number of students with IEPs included in a general education class shall be mediated by the appropriate site team (for example, Student Study Team, Case Management Team, Coordination of Services Team, etc.)

If the teacher feels the resolution of the issue of the number of students with IEPs is not satisfactory, the issue may be presented to a joint labor management team made up of two (2) BFT representatives and the site supervisor as well as a representative of the District Special Education Department. The appeal shall be based on whether the number of students with IEPs compromises the heterogeneous integrity of the class.

## 13.6 Special Education Caseloads and Class Sizes

### 13.6.1 Resource Specialist Program

13.6.1.1 An itinerant resource specialist shall be assigned no more than twenty-six (26) students district-wide. A resource specialist will be defined as any case manager in a mild/moderate role or program.

- 13.6.1.2 The District shall provide the BFT with the actual number of cases being managed and to whom they have been assigned on demand no more than twice per school year.

### 13.6.2 Case Management

- 13.6.2.1 During the school year, every effort shall be made to utilize Article 11, Section 11.6.1 d. and e. in affording days necessary for case management, assessments, and report writing of the development of IEP's, considering the educational needs of the students on a special education teacher's caseload.
- 13.6.2.2 If release time cannot be utilized, special education teachers shall be provided one (1) in-service credit for movement on the salary schedule, or one (1) day of sick leave credit if the teacher is on Column VII of the salary schedule, for every fifteen (15) hours of service beyond the duty day for case management, assessments, report writing or the development of IEP's).

### 13.6.3 Speech-Language Pathologist

- 13.6.3.1 The caseload maximum for Speech Language Pathologists shall be forty-eight (48) students. Speech Language Pathologists shall receive a credit of three (3) students toward their caseload limit if they provide supervision for a Speech Language Pathologist in a Clinical Fellowship Year (CFY), or supervision of Required Professional Experience for a Speech Language Pathologist candidate (working toward a California license). The site of the supervising Speech Language Pathologist must be at least part of the assignment of the Speech Language Pathologist in a Clinical Fellowship Year, or of the Speech Language Pathologist candidate completing their Required Professional Experience. Further, each Speech Language Pathologist can be required to provide early intervention/RTI services to up to seven (8) students with identified needs (but no IEP) above their caseload maximum.
- 13.6.3.2 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 the Teacher Hourly Rate 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.

13.6.4 Secondary Adaptive P.E. teachers shall be assigned to no more than three (3) sites.

13.6.5 Special education mild/moderate program or case managers at grades TK-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 TK-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 the Teacher Hourly Rate 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 the the Teacher Hourly Rate 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 5 hours at the Teacher Hourly Rate 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.

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.

- 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.
- 13.6.7 Preschool teacher(s) of the Integrated General Education/Special Education classroom(s) shall do all of the required assessments for all of the students assigned to the class.
- 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.

## 13.7 Special Education Caseloads

13.7.1 School Ownership of Special Education Programming -A school's leadership team, including the principal, shall be responsible for managing the development of plans for restructuring site support services for students, including special education services. For the sole purposes of designing the student-centered special education programming at each school, the Site Leadership Team shall include in their meetings at least one (1) member of the site special education certificated staff. The Site Leadership Team shall monitor the progress of the program and ensure regular feedback and input from all the educators, at a frequency determined by the site, in order to promote successful outcomes for students.

13.7.2 There shall be a limit of eight (8) students with severe disabilities as defined by the Education Code per moderate/severe special education FTE at the site. There shall be no other special education teacher caseload limits beyond that specified in the Education Code, except for special classes referenced in 13.6.8.

13.7.3 Effective for the term of this Agreement, the District will maintain the certificated special education staffing levels (defined as teachers with mild/moderate or moderate/severe credentials) at 2.0 FTE for each elementary school, 4.0 FTEs for each middle school, 15.0 FTE plus 1.0 FTE for Workability at Berkeley High School, and 1.0 FTE at B Tech. In addition to the guarantee of 4.0 FTE above for middle schools, King Middle School shall receive one extra teacher FTE for every two hundred fifty (250) students enrolled over the average of Longfellow and Willard enrollment. The qualifications, specialties and credentials of these additional teachers shall be at the discretion of the District based on the needs of the school. The District maintains the right to transfer individual employees between/to sites in accordance with Article 8 Transfer so that the staffing and credential requirements meet the needs of children. If, during the course of this agreement, a special education teacher voluntarily reduces their FTE, either temporarily or permanently, the District and the Union can mutually agree to not fill the reduced FTE. Absent said agreement, the partial FTE shall be filled.



## 13.7.4 Special Education Caseloads

13.7.4.1 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.

### 13.7.4.2 Preschool:

Preschool Mild/Moderate Caseload Management shall have no more than fifteen (15) students.

### 13.7.4.3 K-8 Classes:

Starting in 2022-2023, at the K-8 level, the maximum caseload size is 21 students for mild/moderate and 11 students for moderate/severe. The K-8 mild/moderate caseload average shall be 20:1 districtwide. The K-8 moderate/severe caseload average shall be 10:1 districtwide.

### 13.7.4.4 Berkeley High School & Berkeley Technology Academy:

Starting in 2022-23, at Berkeley High School and Berkeley Technology Academy, the maximum caseload size is 21 students for mild/moderate and 11 students for moderate/severe. The High School mild/moderate program caseload average shall be 20:1 schoolwide. The High School moderate/severe program caseload average shall be 10:1 schoolwide.

## 13.7.5 Temporary Caseload Overages

Once a case manager has reached the maximum caseload, an additional student may be assigned provided that the caseload is reduced to the maximum within twenty (20) school days. Any case manager of an additional student that is assigned to a caseload that exceeds those set in 13.7.4.2, 13.7.4.3, and 13.7.4.4 for more than twenty school days will be compensated at the Teacher Hourly Rate per school day per additional student, beginning the twenty-first day the student remains on the

caseload and is enrolled at BUSD. A monthly timesheet must be submitted to the Special Education Department.

### 13.8 Release Time Teachers

A full-time release time teacher who provides instruction during preparation time of K-6 teachers, shall have a caseload of twenty-five (25) periods per week. Part-time release time teachers shall have a prorated caseload.

### 13.9 Adult Education

13.9.1 At the Berkeley Adult School (BAS), a small committee comprised of BAS administration, department coordinators from the affected department, and teacher representatives selected by BFT, shall be established for each department. The committees shall meet as needed to discuss the distribution of students among existing classes within each department according to established placement processes.

13.9.2 The departmental committees shall meet at least once at the beginning of each session if a meeting is requested by BFT or by BAS administration. In addition, a departmental committee shall meet and consult when BAS is contemplating closing a class on the basis of low ADA or enrollment.

## 14. EDUCATOR COMPENSATION

### 14.1 Wages for 2022-2023:

14.1.1 Unit members employed for the 2022-2023 school year shall receive an on schedule increase to all rates and schedules of 6% effective July 1, 2022.

14.1.2 Effective July 1, 2022, the hourly rate for K12 teaching shall be \$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.

### 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 based on the 2023 May Revise, the parties agree to reopen Article 14 (Teacher Compensation) for the 2023-2024 school year.

### 14.3 Total Compensation-- Wages and Health Benefits

14.3.1 Total compensation consists of salary, step/column increases, statutory benefits, stipends, hourly wages, health and welfare benefits for current and retired employees.

14.3.2 The Berkeley Unified School District (the "District") and the Berkeley Federation of Teachers ("BFT" or "Union") agree that the special tax measure that was passed in the March 3, 2020 Berkeley election, ninety-five percent (95%) of the total available revenue applies to all employee salaries, excluding unrepresented senior management employees under contract and employees paid solely by stipend. Unit members shall receive an anticipated ongoing salary increase of 7% of the 2019-2020 salary rate. The increase derived from the new local measure shall continue for the term of the measure. The ongoing salary increase(s) shall be reflected on a separated salary schedule column in all relevant appendices beginning July 1, 2020.

#### 14.4 Early Childhood Education Program

14.4.1 Column movement on the salary schedule for current teachers in the Early Childhood Education Program who acquired the TK-12 salary schedule shall be limited to Column III (BA + 36).

14.4.2 Current teachers who acquired the TK-12 salary schedule and who are presently beyond Column III will be unable to advance beyond the column in which they are currently placed. These teachers will be limited to three (3) step advancements down their present column.

#### 14.4.3 Longevity

Longevity increments on the salary schedule shall be provided to teachers for years of teaching service.

14.4.4 Any Early Childhood Education teacher who makes a home visit to the home of a student in their class qualifying for Head Start during non-duty time will be paid the hourly teaching rate per each home visit. Each home visit will be paid no more or less than one (1) hour at the hourly teaching rate, regardless of the number of minutes spent at the home during the visit.

14.4.5 Any Early Childhood Education teacher who has one (1) or more students in their class qualifying for Head Start will receive an annual stipend payable in one (1) lump sum in May, as follows: (see Appendix 15). Note: the rates below are for 2021-2022.

- For full time teachers in a single classroom who have between one (1) and ten (10) Head Start students \$1,032
- For full time teachers in a single classroom who have between eleven (11) and sixteen (16) Head Start students - \$1,545
- For full time teachers in a single classroom who have more than seventeen (17) Head Start students - \$2,060
- Part time teachers (less than 1.0 FTE) - \$515

Teachers will be notified in writing of all assessment deadlines at least one (1) month in advance and written instructions will be provided for each assessment.

Teachers with Head Start students must comply with all Head Start guidelines. The District will notify BFT promptly upon becoming aware of new Head Start guidelines that are to be implemented.

14.4.6 Any teacher hired to teach summer school within the Early Childhood Education Program for two (2) consecutive weeks or more shall be paid at the Substitute Rate. Teachers working 44 days or more with a valid ECE teaching certificate should be placed on the ECE salary schedule. Summer session teachers in the Early Childhood Education Program with an assignment of three (3) or more hours will be paid the full Substitute Rate. Summer session teachers with an assignment of less than three (3) hours will be paid exactly half the Substitute Rate.

#### 14.5 Secondary Schools

14.5.1 Extracurricular assignments for performing arts, journalism and music shall be reimbursed in accordance with the salary schedule for such assignments (See Appendices 9-10).

14.5.2 BHS Department Head Compensation (Funded by General Fund): Up to fifteen (15) BHS Departments may be identified by BHS Site Administration for the purposes of the Department Head Job Description and Compensation Formula. All are required to follow the job description (See Appendix 9).

#### 14.6 Adult School Coordinator

14.6.1 Adult School Program Coordinator positions include Academic (Adult Basic Education and Adult Secondary Education), ESL, Independent Study, Life Long Learning (Older Adults), Adults with Disabilities, Community Education, Career Technical Education and other coordinator positions which the District may designate on an as needed basis. All open Adult School coordinator positions will be communicated to all Adult School teachers using the normal Adult School communication vehicles (mailboxes, email conference, etc.) before appointment by the Adult School Principal. These positions will have a two-year term, and will be considered open upon the end of a term. If the designated employee steps down, the position will be posted and filled for the completion of the

two-year term. All Adult School teachers should have the opportunity to express interest in a position.

14.6.2 Program Coordinator hours that are assigned on a regular basis will count toward health benefits per BFT/District section 14.12 and will count toward sick leave per BFT/District section 12.2.12.

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.

#### 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.

14.7.2 New teachers hired by the District shall receive in writing upon their date of hire:

- a) step and column placement (assuming that all reported units and years of service evidence is received by Nov. 15)
- b) a current salary schedule
- c) a chart showing potential health benefits and premium deductions depending on choice of plan and FTE
- d) eligibility for retiree medical coverage.

#### 14.8 Salary Schedule Advancement and Course Approval

14.8.1 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.

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 Director. Such an application must be submitted at least one (1) month prior to taking the trip.

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.

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

#### 14.9 Inservice Credit

14.9.1 When no other funding, comp time or release time is available, the District Inservice credit of one (1) unit for thirty (30) hours of inservice shall be granted, or one (1) day of sick leave credit if the educator is on Column VII of the salary schedule or is an hourly Adult School teacher. Such inservice credit shall be provided for educators who provide the following services beyond the duty day:

- a) Attending meetings for parent orientation and other evening meetings.
- b) Serving on Site and District committees.

- c) Giving a major presentation that requires extra preparation for Staff Development Day.
- d) Attending meetings beyond normal Wednesday staff meetings, department/grade level meetings, or collaboration meetings.

14.9.2 Prior approval must be granted by the site administrator or conveners before any of these credits are committed. All credits must be documented by the site administrator or convener on the District In-service forms. Credit for other service not noted herein may be granted by the Human Resources Certificated Administrator if a request is submitted two (2) weeks prior to a meeting and countersigned by the appropriate convener or administrator.

14.9.3 Educators Who are required to attend IEP and Student Study Team (SST) meetings and Special Education educators who do case management, assessments, report writing or develop IEPs beyond the duty day, shall be provided one (1) inservice credit for every fifteen (15) hours of service or one (1) day of sick leave credit if the educators on Column VII of the salary schedule or is an hourly Adult School teacher.

14.9.4 Early Childhood Education educators who are not covered by Section 14.8 may be provided one (1) day of sick leave for each fifteen (15) hours of:

- a) State required health and safety courses, and
- b) State approved administrative courses or other training pre-approved by the District.

To receive the credit, the educator must have the courses approved in advance by the Human Resources Certificated Administrator.

#### 14.10 Travel Allowance

The highest rate allowable by the IRS shall be paid for travel allowance to educators required to use their own automobiles in traveling between sites of assignments in the performance of their duties. The Superintendent has the right to require prior approval before the District becomes obligated to provide reimbursement pursuant to this section, except as otherwise provided by law.



## 14.11 Substitute Teachers

- 14.11.1 Preferential consideration will be given to calling bargaining unit substitutes for day-to-day positions and for long-term assignments.
- 14.11.2 Substitutes will not be intentionally terminated from a continuing assignment to prevent achievement of long term status.
- 14.11.3 If a substitute is called back for the same educator in a continuous assignment within five (5) working days, that person's term of assignment and pay will continue as if there were no break in service.
- 14.11.4 If a substitute's service is interrupted by personal illness and they subsequently return to the continuing assignment, this shall not be considered a break in service.
- 14.11.5 Laid-off educators who are rehired after expiration of the legal rehiring rights shall be given one (1) year salary schedule credit for each year of previous service in Berkeley as a contract educator or a substitute who served more than 75% of the school year.
- 14.11.6 Properly credentialed bargaining unit substitutes and bargaining unit hourly teachers will be given the right to an interview for any new or vacant positions for which they apply.
- 14.11.7 The District will provide information to substitute educators and hourly teachers describing how individuals can best qualify and compete for permanent vacancies in the District.
- 14.11.8 At the District's discretion, retired educators may be paid the per diem rate they were earning prior to retirement if they are requested to provide substitute service.
- 14.11.9 See Salary Schedule for the rate for substitute teachers, Appendix 10.
- 14.11.10 Early Childhood Education substitute service performed by daily subs will be paid at the substitute daily rate (Appendix 10) and all teaching by ECE teachers beyond the 202 day work year will be paid at the substitute daily rate. Service will be paid at the substitute daily rate for any assignment of five (5) hours or more. Assignments between two (2) and five (5) hours will be paid on a prorated basis. For example, the daily rate in 2022-2023 is \$238.50. The prorated

rate is \$238.50 divided by 6, so the hourly rate is \$39.75. 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 be subject to 14.11.11 (See Appendix 15).

14.11.11 After forty-four (44) days on a continuous assignment, substitute teachers shall be placed on the salary schedule, retroactive to the first day of assignment.

14.11.12 Elementary Substitute Service: Assignments of three hours and fifteen minutes or more in the elementary schools are paid at one hundred percent (100%) of the daily substitute rate. Any assignment less than three hours and fifteen minutes in the elementary schools is paid at fifty percent (50%) of the daily substitute rate.

14.11.13 Secondary Substitute Service: Any assignment for three periods or more in the secondary schools is paid at one hundred percent (100%) of the daily substitute rate. Assignments of one or two periods are paid at fifty percent (50%) of the daily substitute rate.

14.11.14 All BFT substitutes shall receive the substitute rate in Appendices 11 and 12 for their voluntary full day attendance at and participation in the October staff development day or on an earlier day at the District's discretion. The day will include substitute orientation and other appropriate professional development. Substitutes must attend the full scheduled day in order to receive compensation. All substitutes are invited to participate in other District inservice programs provided by the District without compensation if room is available.

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 appropriate TK-12 salary schedule and will have the same rights and benefits as other temporary contract educators. 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 35.

#### 14.12 Health Benefits

- 14.12.1 The District agrees to provide hospital, surgical and major medical insurance coverage. The District agrees to provide dental, employee assistance plan, and life insurance coverage. Effective January 1, 2017, all eligibility rules for health benefits for both active employees and retirees will be governed by CalPERS.
- 14.12.2 Part Time Employees: The District contribution to the cost of health and dental plans for all part-time educators and their dependents shall be in the same ratio as the regular part-time assignment bears to a full-time work assignment.
- 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 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, 2023, the maximum District contribution to health benefits shall increase by the following:

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

Employee Plus One: \$166 per month plus half of the amount in the Kaiser monthly premium increase.

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

- 14.12.4 The Union and the District shall establish a group coverage benefits deduction formula each year in order that unit members are collectively deducted the total amount required to cover all increased health benefits premium costs beyond 2005-06 and in order that proportional deduction incentives are established which fairly reflect the cost of the various plans (Kaiser, Health Net, Employee Only, Employee Plus One, Employee Plus Two or More, PPO, POS). This deduction formula shall not result in any additional net cost to the District.
- 14.12.5 Any deductions for health care premiums shall be from pretax dollars. A request will be made to STRS to also deduct premiums for retirees from pre-tax dollars.
- 14.12.6 Adult School hourly teachers are not included in the above medical benefits contribution and deduction agreements and shall instead continue to receive prorated health benefits per existing District/BFT 14.13.
- 14.12.7 Adult School and hourly teachers only who do not wish to be covered by the District health plan, or who work at least nine (9) hours per week but are not eligible for CalPERS health benefits, may elect to have eighty percent (80%) of the District's contribution added to their monthly paycheck. The amount of such contribution shall be calculated at the rate that the District would have contributed for the employee only, under the Kaiser health plan in effect at the time of payment. Adult School and hourly teachers exercising this option must submit written notification to the Business Office thirty (30) days prior to the discontinuance of health plan coverage. Such teachers who wish to reactivate health plans may not do so until the next open enrollment period. Upon the death or disability of a spouse or domestic partner, an employee presently receiving the District's contribution may re-enroll in the District medical plan subject to the approval of the carriers. The final decision relative to re-enrollment rests with the carrier.
- 14.12.7.1 Effective January 1, 2018, Adult School and hourly teachers who work on average at least thirty (30) hours per week or

one-hundred and thirty (130) hours per month, and who wish to have eighty percent (80%) of the District's contribution added to their monthly paycheck, shall provide reasonable evidence that they have minimum essential coverage allowed by federal regulations such as other employer-sponsored coverage (individual market coverage is not considered acceptable). If federal or state law or regulations regarding cash-in-lieu payments or affordability change, the parties shall negotiate over the impact.

- 14.12.8 Health Benefits coverage shall go into effect as determined by the District's health benefit provider coverage agreement(s) for all bargaining unit members. New unit members must enroll themselves and their eligible dependents in benefit plans within sixty (60) days of the first date of hire. Insurance coverage will begin on the first day of the month following receipt of the enrollment form and original dependent documents, if applicable, to be photocopied in the Benefits office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 60 day enrollment deadline.

For the time period that BUSD is contracted with CalPERS, benefits coverage will go into effect no later than the first day of the month of the contractual work year after the date of hire, with a paperwork submission deadline of the 20th of the month prior. Employees submitting paperwork on or before the 20th of the month will have benefits coverage begin on the 1st of the following month.

For a new school year, if an employee is hired and paperwork is submitted any time before July 20th for the upcoming school year, their health benefits coverage would go into effect on August 1st.

For later hires, as an example, an employee hired and paperwork submitted on July 21st through August 20th, coverage would begin on September 1st.

For the purposes of this article the "hire" date is the date the employee is on-boarded by the Human Resources Department and all required hiring paperwork is completed, fingerprints have cleared and the employment contract is signed.

14.12.9 All bargaining unit members will receive health benefits coverage through August 31 following the school year for which they were employed unless they sign a temporary contract which specifically states that their health benefits coverage and contract end sooner. Should a temporary educator be hired back to teach in the District in the year following their year of temporary service, regardless of the contract they signed with regards to health benefits coverage, they shall receive health benefits coverage (retroactive if need be) for the summer following the year of temporary service.

#### 14.12.10 Health Benefits: State Preschool 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 Preschool 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, 2023, the maximum District contribution to health benefits shall increase by the following:

- Employee Only: \$8 per month plus half of the amount in the Kaiser monthly premium increase.
- Employee Plus One: \$75 per month plus half of the amount in the Kaiser monthly premium increase.
- Employee Plus Two: \$88 per month plus half of the amount in the Kaiser monthly premium increase.

#### 14.13 Health Benefits: Adult School

14.13.1 Adult School bargaining unit hourly teachers who have worked at least nine (9) hours per week for the Adult School as scheduled and reported by the Adult School Principal four weeks after the beginning of the first and second semester instructional days each year may enroll in a regular District health plan (medical or dental or both), and cash in lieu. The District will contribute an amount prorated to the weekly hourly teaching

assignment to the health plan of choice. The prorated District contribution is based on a full time teaching equivalent of thirty (30) hours per week.

14.13.2 The premium formula percentages for Adult School bargaining unit hourly teachers shall be changed each year to reflect the increased cost of the base (Kaiser One). There shall be no increase to the current premium formula. Adult School bargaining unit hourly teachers may choose to apply their prorated premium formula to either medical benefits or dental benefits or a combination of the two.

14.13.3 Adult School bargaining unit hourly teachers who do not wish to be covered, or who work at least nine (9) hours per week but are not eligible for CalPERS health benefits, may receive the District contribution as provided in District/BFT 14.12.7. Bargaining unit hourly teachers working at least nine (9) hours per week may participate in the Section 125 plan.

14.13.4 All courses which are listed on the Berkeley Adult School schedule by the start of the semester and all courses considered to be temporary yet are taught by the same teacher for at least seventy-five percent (75%) of the school year will apply toward the pro-rated premium formula.

14.14 Intentionally deleted

14.15 Health Benefits: Substitutes

Bargaining unit substitutes who work eighty (80) assignments or more shall receive a stipend toward medical/dental coverage. One (1) stipend payment will be made by July 31. (See *Substitute Teacher Handbook*.)

14.16 Health Benefits: Other Provisions

14.16.1 Dental Benefits

The District will maintain the same level of benefits for dental care as has been in force for the 2005-2006 school year through a self-funded dental plan. The cost of contributions by part-time employees will be based on the current premium experience level.

#### 14.16.2 Life Insurance Benefits

The District will continue to carry life insurance for each eligible employee and will continue to request the carrier to offer increased insurance to the employee at the employee's option and expense up to fifty thousand dollars (\$50,000) or more, per the District's published rate.

14.16.3 Summer School educators, educators on Board approved leave, substitute teachers and hourly teachers are excluded from Sections 14.12, 14.13, 14.14, 14.15, and 14.16 unless specifically included.

14.16.4 During the term of this Agreement any fringe benefit program or insurance plan may be changed by mutual agreement of the Union and the Board.

14.16.5 The District will attempt to implement a system by which the payments under 14.13.1 and 14.15 may be tax free if legally possible.

14.16.6 For a maximum period of ten (10) years, educators receiving a disability allowance from the California State Teachers' Retirement System or Public Employees' Retirement System shall receive the same medical and dental benefit coverage provided for other certificated personnel covered in this Agreement, provided, however, that all carriers of such medical and dental coverage for other certificated personnel covered by this Agreement shall provide such coverage for individuals who are receiving disability allowance from the California State Teachers' Retirement System or Public Employees' Retirement System. In the event that the present carrier or carriers of such medical and dental coverage cancel such coverage for the individuals receiving State Teachers' Retirement System Disability allowance, the District will endeavor to provide such medical and dental coverage for those individuals under a different carrier or carriers. When the disability allowance is ended by the Retirement System the individual shall no longer be eligible for medical and dental coverage benefits provided by the District unless eligible as a retiree under the provisions of Article 17.

14.16.7 Educators on Board approved leaves may pay for their own fringe benefits in accordance with 12.1.9.

14.16.8 Copies of the District's Workers' Compensation regulations and procedures shall be distributed to each school by November 30 of the current year.



14.16.9 Whenever an educator is absent from school as a result of bodily injury due to an assault arising out of or in the course of their employment, they shall be paid their full salary for the period of such absence without having such absence charged to the sick leave, provided if such recuperation period extends beyond ten (10) working days, such leave must be approved by the Human Resources Certificated Administrator.

14.16.10 The parties agree to maintain a Joint Union-Management Committee composed of an equal number of representatives from each party for the purpose of seeking ways of reducing the cost of fringe benefits. The committee shall meet regularly. The committee recommendations shall be forwarded to the Board of Education.

#### 14.17 Domestic Partners

14.17.1 Policy: The District will extend benefits to all employees living in domestic partnerships.

14.17.2 It shall be contrary to the policy of the District, within any program, procedure, or contract, to grant benefits or assign liabilities on the basis of a marital relationship unless a substantially equal application to a broader category of relationship or persons which includes within it the domestic partnership relationships shall also be a proper compliance with this policy.

14.17.3 District employees in domestic partnerships, as defined below, are entitled to dental benefits, bereavement leave, and other District controlled benefits heretofore available to employees solely on the basis of marriage.

14.17.4 Domestic Partnership Defined:

A domestic partnership shall exist between two (2) persons regardless of their gender and each of them shall be the domestic partner of the other if they both complete, sign, and cause to be filed with the Human Resources Department an Affidavit of Domestic Partnership, attesting to the following:

- a) the two (2) parties reside together and share the common necessities of life

- b) the two (2) parties are: not married to anyone, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract
- c) the two (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare
- d) the two (2) parties agree to notify the District if there is a change of the circumstances attested in the Affidavit
- e) the two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge

#### 14.17.5 Termination

A member of a domestic partnership may end said relationship by filing a statement with the designated District department. In the statement the individual filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

#### 14.17.6 New Statements of Domestic Partnership

No individual who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the District.

#### 14.17.7 Civil Actions

Any person defrauded by a false statement contained in an Affidavit of Domestic Partnership may bring a civil action for fraud to recover their losses.

#### 14.18 Other Provisions

14.18.1 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 arrangements shall be provided by the Superintendent within five (5) days.

14.18.2 In the event the District overpays an educator, the educator agrees to repay the District the sum of the overpayment in installments equal to the

time over which the error occurred consistent with applicable law. In the event such overpayment is as a result of increased deduction for substitutes' pay for an educator on Extended Sick Leave or Parental Leave, such repayment shall be prorated over the remaining months of the fiscal year at the request of the educator.

- 14.18.3 Part-time educators from the bargaining unit and covered by this Agreement shall be entitled to have their salary compensation prorated throughout the year.
- 14.18.4 The Superintendent shall provide an educator with written notice of the need for a tuberculosis (TB) verification a minimum of thirty (30) working days before the Superintendent requires said verification.
- 14.18.5 Hourly teachers shall not have their assignment intentionally changed to prevent advancement in salary step.
- 14.18.6 Direct deposit checks will be made available to the Credit Union no later than the tenth (10th) of the month.
- 14.18.7 Cash Balance Plan

The District shall provide bargaining unit members employed less than .50 FTE who are not current participants in the State Teachers Retirement System (STRS), the option of electing the Cash Balance Plan offered by the STRS.

Contributions to this plan shall total a pretax amount equal to four percent (4%) of the bargaining unit member's creditable earned salary in accordance with Internal Revenue Code Section 414 (h) (2) and California Education Code.

Participating bargaining unit members shall contribute four percent (4%) of their creditable earned salary deducted from each paycheck.

- 14.18.8 The District shall make every effort to provide substitutes for educators and maintain an adequate substitute list. In emergency situations when a substitute is not available, elementary and preschool educators who are assigned uncovered students shall receive 0.05% of Step One, Column II, of their respective salary schedule daily rate per student per full day, or

0.025% of Step One, Column II, of their respective salary schedule daily rate per student per half day.

In emergency situations when a substitute is not available, secondary educators who are assigned uncovered students shall receive the per diem rate. The educator'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 educators (counselors, Special Education case managers, TSAs, etc.) who sub during the duty day will get paid their per diem rate.

#### 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 educator receives for these fees. A copy of the receipts shall be provided to the District. Educators holding National Board Certification or Nationally Certified School Psychologists (NCSPs) shall receive an annual stipend listed in Appendix 9.

14.18.10 Counselors and Behaviorists will work nine (9) additional days per year and per diem compensation will be provided (see Appendix 9). These days will be prorated if only part of one's total FTE is Counselor or Behaviorist FTE (if the employee has another role in addition to Counselor or Behaviorist). Beginning in 2023-2024, Counselor and Behaviorists additional days are embedded in the work year.

14.18.11 When School Psychologists, Behavior Analysts, and Speech Language Pathologists and other service providers work beyond the contract year in order to assist the District in meeting IEP compliance goals, they will be paid at their per diem rate. School Psychologist interns who assist the District after the contract year will be paid at the per diem rate as School Psychologists, assuming they are a certified School Psychologists at that

time. Educators who are tasked with ELPAC assessments outside of the contract year will be paid at their per diem rate.

14.18.12 Beginning with the 2019-2020 school year all Independent Study teachers will be paid on the Salary Schedule for Middle and High School teachers (Salary Schedule 17). The hourly rates for Independent Study teachers in Appendices 11 and 12 will be eliminated. Should the number of students assigned to an Independent Study teacher be less than allowed by the ratio for their FTE, the administrator may assign other teaching duties and assignments to that teacher. The standard duty day (seven hours and 10 minutes) for Independent Study teachers shall be the same as for all other District teachers. However, to meet the scheduling needs of students, specific hours of work shall be mutually agreed upon between the teacher and the administrator. Independent Study teachers will receive one (1) period per day within the duty day for planning and preparation time. A full-time teaching equivalent will be thirty-five (35) hours and fifty (50) minutes per week.

Caseload Size per FTE

60 students = 1.0 FTE

48 students = 0.8 FTE

36 students = 0.6 FTE

24 students = 0.4 FTE

12 students = 0.2 FTE

#### 14.19 Budget Monitoring

14.19.1 A Joint Union-Management Budget Development Committee shall be formed with three (3) components: a) budget development, b) cost containment, c) budget monitoring. The budget development component will focus on issues such as but not limited to:

- a) instructional-driven budget
- b) integration of salary negotiations (timing and how) as part of the budget development process
- c) professional development
- d) identification of salary amounts
- e) special education
- f) grants and other funding sources

g) state and federal mandates

The committee shall be composed of equal numbers of members from the District and the BFT as well as other stakeholders to be mutually agreed upon. The work of the committee shall commence by October 1 and the committee shall meet regularly which shall be after the parties have begun training in collaborative methods.

- 14.19.2 The District and BFT shall maintain a committee composed of six (6) members to discuss and explore Berkeley Adult School budget issues. The committee will monitor current and projected Berkeley Adult School budgets and share ideas and discuss issues, e.g., enrollment/A.D.A, class size, grants and other funding sources, seniority, and other working conditions issues. The first meeting of the committee will convene by October 1 and the committee shall meet regularly.
- 14.19.3 The District and BFT will continue to work together to reduce the costs of DIS, NPS, and NPA. Special Education teachers will participate in the review of students who are placed in such programs. A budget report showing monies recaptured from the reduction of DIS, NPS, and NPA costs shall be produced by Special Education Administration and given to the Joint Union-Management Budget Committee by December 1, April 1 and October 1 of each year. The distribution of the recaptured monies will be mutually agreed upon by the District and BFT.

## 15. PERFORMANCE REVIEW

### 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 educator 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 MPAR 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 An educator's primary evaluator shall normally be their principal or administrative designee. An educator in an evaluation year shall receive notification by September 30 of their Evaluator.

15.2.3 All educators 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 educator and the principal/designee will be held by November 1 and before the first visit. At this conference, the educator will bring their "Professional Development Plan" (Form A) and be prepared to identify, in conjunction with their principal/designee, at least two (2) of the six standards that they will be focusing on during that performance review year. The educator shall select at least two (2) standards and the principal/designee 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 educator'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 an educator's performance of their duties, no electronic or mechanical surveillance shall take place for evaluation purposes without the educator's consent.

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

### 15.3 Formal Evaluations

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

15.3.2 Permanent status educators shall be provided at minimum with an evaluation every other year. Permanent status educators 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 educator and principal/designee. The educator or principal/designee may withdraw consent at any time.

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 educators receiving a Summative Evaluation rating of "Unsatisfactory" will be mandatory referred to MPAR. 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 their subsequent evaluation year. Alternative evaluation



procedures shall be determined by the BPAR Panel and shall be in accordance with the Stull Act.

#### 15.4 Formative Observations

- 15.4.1 Tenured educators shall receive at least two (2) formative observations per year. Temporary contract, probationary educators, potential MPAR referred educators, and MPAR referred educators shall receive at least three (3) formative observations per year. At least two (2) formative observation visits shall take place by February 15, except this deadline is extended until five (5) working days after the educator returns from any absence that occurs after January 10<sup>th</sup> of the evaluation year. For teachers receiving a minimum of three (3) observations per year, the third formative observation shall take place by April 15, except this deadline is extended until five (5) working days after the teacher returns from any absence that occurs after March 10<sup>th</sup> of the evaluation year.
- 15.4.2 Each Formative Observation visit shall be a minimum of twenty (20) continuous minutes. At the educator's request, the educator 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 educator 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 educator on an alternative time is reached.

#### 15.5 Summative Evaluation Reports

- 15.5.1 By May 1, the principal/designee shall have prepared a Summative Evaluation report (Form B). The educator 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 educator 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 BPAR Panel which includes the name(s) of any educator 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 BPAR 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 educator.

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

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

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

- a) the Referred Educator 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 BPAR 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 BPAR 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-educators will continue to be monitored by the BPAR program for at least the following two (2) years. Should a referred

educators receive a summative evaluation of unsatisfactory in the two (2) years following their mandatory referred year, the BPAR 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 an educator's conduct, service, character or personality shall be placed in their personnel file unless the educator is given notice by "cc: Personnel File" or by a letter stating that the material will be entered in the file. The educator 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 educator the removal of such materials.
- 15.7.2 Educators may request and meet within five (5) days with the administrator before derogatory material is placed in their personnel files.
- 15.7.3 The educator'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 educator 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 an educator unless the educator has access to the documents.
- 15.7.6 All materials used for performance review of an educator 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 An educator has the right to request inclusion of any document relevant to their performance in their file. No materials related to the educator's performance shall be removed from the educator's file without the educator's permission.
- 15.7.8 Should the evaluator deem it necessary to communicate with a Participating Educator 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 principal will forward a copy to the Certificated Administrator whose responsibility it is to report the information to the BPAR Panel.
- 15.7.9 Discussions with educators 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 Educators shall have the right to be accompanied and represented by a Union representative during a meeting involving potential disciplinary action against the educator per the Weingarten ruling.

## 15.8 Formal Complaints

Formal complaints from community members against an individual educator 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 educator, the complaint shall be reduced to writing by the complainant and copies provided to the District Compliance Officer (DCO) and the educator. A summary of the complaint will be provided to the educator at or before the beginning of any interview with the educator about the complaint. If the DCO views it necessary they shall meet with the educator 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 educator the complaint shall be provided to the Superintendent. If the Superintendent views it necessary they shall meet with the educator 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 educator 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 educator. 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 educator's Formative Observation or Summative Evaluation report, the Evaluator will notify the educator of any party(ies) who is/are scheduled to be present at the meeting. If the educator plans to have their representative present at such a meeting, the educator shall notify the Evaluator.

15.9.3 No educator shall be evaluated on school conditions beyond their control. Additionally, no educator 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 educator 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 educator 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 educator's personnel file. Sending Formative Observation reports to the Human Resources Department and including them in the educator's personnel file is optional. In the event that Formative Observation reports are sent to the Human Resources Department, the educator shall be notified and the educator's responses to the Formative Observation reports, if submitted, must also be attached.
- 15.9.6 The Board shall not make any ranking of educators for evaluation purposes under this Article.
- 15.9.7 An educator may provide input for the performance review of an Instructional Aide, Tutor or Substitute Educator, but shall not serve as the primary reviewer. The District recognizes that educator 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. Educators 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 educators.
- 15.9.8 In their evaluation year, all itinerant educators, including Special Education educators 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.



## 16. SAFETY CONDITIONS

16.1 The Board shall make reasonable provisions for the safety of its employees while in the course of their employment. All employees are expected to cooperate to the best of their ability in the prevention of accidents.

### 16.2 Safety Committee

16.2.1 To assist in maintaining a safe working environment for employees, a Safety Committee shall be constituted consisting of an equal number of representatives of the District and the Union. The Safety Committee may initiate investigations or respond to educator reports of possible unsafe and/or harmful working conditions for educators and shall be granted release time when the Committee, by consensus, feels that release time is warranted. The total amount awardable by the Safety Committee to correct those unsafe or harmful working conditions found pursuant to its investigation shall not exceed two thousand five hundred dollars (\$2,500) per year without the approval of the Board. Safety Committee findings will be completed within three (3) days of receipt of the written complaint. Unsafe conditions which are reported by the Committee shall receive immediate attention from the District. If action to correct these conditions is not initiated within three (3) days of the receipt of the report, the matter shall be referred directly to the Superintendent, who shall initiate corrective action within three (3) days. If the Superintendent does not correct the matter within three (3) days, the Safety Committee shall be notified in writing by the Superintendent of the reasons for not acting and a plan with a reasonable timetable for remedy of the problem shall be submitted to the Safety Committee.

The first meeting of the Safety Committee shall occur by October 1st of each year. In addition, the Committee shall establish its operating procedures by October 15th of each year. They shall be granted the opportunity to communicate with staff during staff meetings or by school mail.

16.2.2 When the Safety Committee determines that due to infectious diseases and/or other conditions including but not limited to fetal alcohol syndrome, alcoholism, drug addiction, or anti-social behavior a student poses undue danger to their educators, other students, or staff within a school, the Safety Committee shall recommend procedures to exclude said student from classes, consistent with legal requirements.

- 16.2.3 The Safety Committee shall have the ability to determine whether a room/site is sufficiently safe for a teacher to conduct classes. The Safety Committee will refer all non-safety issues/items directly to the Assistant/Deputy Superintendent, Business for review and action.
- 16.2.4 A sub-committee of the District Safety Committee shall be established for 1999-2000 and 2000-2001 to recommend to the District Board the allocation of one time and ongoing safety funds. Additional representatives shall be part of the committee in accordance with Article 5, Section 5.3.3.
- 16.3 Educators shall be provided with a means of communicating with the office during work hours. Methods and procedures for implementing this practice shall be referred to the District Safety Committee with a request that the committee recommend a plan to the Board.
- 16.4 If educators are required to perform specialized health procedures which require special training, that training must be provided by the District at District expense.
- 16.5 The District shall provide reimbursement to an educator for loss/damage of personal effects when such loss/damage results from the necessity of an educator's physical actions in breaking up fights and altercations between students or in other emergencies.
- 16.6 When a Special Education Instructional Assistant is absent from school, every effort will be made to provide a substitute. Subject to the Principal's discretion, every effort will be made to honor the educator's request for a specific Instructional Assistant substitute.
- 16.7 Students and staff shall be removed from a room where it has been determined that there is exposed asbestos.
- 16.8 Physical Control  
In the exercise of their professional responsibilities, educators have the authority to use reasonable physical restraint for the purpose of protecting their persons or the persons of students in their charge.
- 16.9 Annually, each Principal shall establish a joint administration/staff committee which shall develop and/or review a set of written procedures which shall be distributed to the site staff by the first day of school and shall be reviewed at a

staff meeting by September 30th. These procedures shall include, but not be limited to:

- a) Student Code of Conduct for the school, including the teacher's right to suspend students from the classroom
- b) Emergency and Disaster Plans
- c) Reporting and handling of assaults on educators and students
- d) Medical emergencies arising from fetal alcohol syndrome, drug addiction, alcoholism and the like
- e) Safety procedures for before/after school meetings during regularly scheduled Conference day(s) or week preceding and following

16.10 During the first month of school, principals shall review and discuss with staff the District policy on sexual harassment. Copies of the policy shall be available at every site and a copy given to educators upon request.

16.11 At the first staff meeting of the school year, the site administrator shall review with the staff State Education Code Sections 48900-48912: Grounds for Suspension and Expulsion, Teachers' Rights to Suspend Students from the Classroom and Education Code Sections 44014, 44810 and 44811. A copy of said Education Code Sections shall be posted at each site.

A written description of the rights and duties of all administrators and educators with respect to student discipline as it affects education safety including the use of corporal punishment and rights of suspended students shall be presented to each educator.

16.12 Upon serious threat or assault of an educator by a pupil and/or parent, guardian, or other adult representing a student, the educator shall submit a sworn affidavit outlining the facts of the occurrence to the Principal, Superintendent, and the Union. Upon receipt of the affidavit, the Principal shall take the appropriate steps and may hold a hearing. The educator involved must be made aware of this hearing by site administration and informed of the outcome of the hearing.

Principals shall review and discuss by September 30th the procedures that educators are required to follow if they are seriously threatened and/or assaulted.

16.13 The Principal or the Superintendent of Schools shall recommend a pupil's expulsion for any of the following acts, unless the Principal or Superintendent finds, and so reports in writing to the governing Board, that expulsion is inappropriate, due to the particular circumstance, which shall be set out in the report of the incident.

- a) Causing serious physical injury to another person, except in self-defense
- b) Possession of any firearm, knife, explosive, or other dangerous object of no reasonable use to the pupil at school or at a school activity off school grounds
- c) Unlawful sale of any controlled substance
- d) Robbery or extortion

16.14 The Superintendent shall be notified if a site administrator finds it necessary to call the police to campus about a matter involving educator safety.

16.15 If a student who has assaulted, or whose parent, guardian, or responsible adult has assaulted a teacher is placed in another teacher's class, the new teacher will be notified.

16.16 Rules for all classroom visitors shall be posted and handed out to visitors who are not regular volunteers. The information will also be sent to parents in bulletins or PTA newsletters. The rules shall include any State laws pertinent to conduct of parents and visitors on school grounds.

## 17. RETIREMENT/EARLY RETIREMENT

### 17.1 CalPERS Health Benefits

- 17.1.1 Effective January 1, 2017, retirees who are annuitants and purchase health benefits through CalPERS will receive a District monthly contribution for health benefits provided that they either:
- a) retired before January 1, 2017, or
  - b) they retired on or after January 1, 2017 and have been employed by the District for at least forty (40) years.
- 17.1.2 For 2017, this monthly contribution shall be one dollar (\$1). This monthly contribution shall be increased annually as required by Government Code section 22892 (c).
- 17.1.3 Retirees who do not meet the forty-year requirement in section 17.1.1. but are annuitants under CalPERS or STRS may purchase health benefits through CalPERS.
- 17.1.4 Retirees receiving CalPERS health benefits will have their share of the premium (i.e. the full premium minus the District monthly contribution as provided in sections 17.1.1 and 17.1.2) deducted from their annuitant check as required by CalPERS. Retirees may receive reimbursement for their share of the premium if they are eligible for supplemental benefits as provided in section 17.2.

### 17.2 Supplemental Medical and Dental Benefits

- 17.2.1 To be eligible to participate in the supplemental medical and dental coverage, a retiree must be at least fifty-five (55) years of age, or fifty (50) years of age with thirty (30) years of service and retired under a State of California retirement system (STRS or PERS) or other system that meets the approval of the Assistant Superintendent, Human Resources. Normally, non-public systems will not be approved. An educator's request for approval and the response shall be in writing.
- 17.2.2 Salaried bargaining unit members who retire by July 1, 2006 are entitled to receive up to the maximum of the cost for Kaiser coverage for a subscriber and two or more dependents until age sixty-five (65). In addition, educators retiring by July 1, 2006 are entitled to receive the same dental benefits coverage provided for other certificated personnel covered by this

agreement. In addition, educators retiring by July 1, 2006 who have served in the District for twenty (20) or more years shall receive medical coverage for only themselves until the sixty-seventh (67<sup>th</sup>) birthday.

- 17.2.3 Salaried bargaining unit members who retire following June 30, 2006: Until the sixty-fifth (65<sup>th</sup>) birthday, a retiree and up to one (1) eligible dependent shall receive the same medical coverage and dental benefit coverage as current active bargaining unit members. Retirees who have served in the District for thirty (30) or more years shall receive medical coverage for only themselves from their sixty-fifth (65<sup>th</sup>) birthday until their sixty-seventh (67<sup>th</sup>) birthday.
- 17.2.4 Effective January 1, 2017, retirees receiving supplemental health benefits will have their share of the premium (i.e. the full premium minus the District monthly contribution as provided in sections 17.1.1 and 17.1.2) deducted from their annuitant check as required by CalPERS and then receive reimbursement from the District by the end of the month to meet the District's obligations under sections 17.2.2 and 17.2.3. If requested, the retiree will submit proof of payment to the District or its designated administrator.
- 17.2.5 Retirees who leave the state of California (or reside in an area within California where District group coverage is not available) will be entitled to a monthly cash in lieu payment of eighty percent (80%) of the District's share of Kaiser single coverage until age sixty-five (65). This will not apply to retirees who, as of the 2004-2005 school year, are reimbursed for out-of-state group coverage premiums paid out-of-pocket.
- 17.2.6 After District paid benefits expire, retirees and spouses may choose to remain covered by the District group coverage plan so long as they are on a self-pay basis.
- 17.2.7 Educators who formally notify the District Human Resources Department in writing by February 7 that they will be retiring under a State of California retirement system (STRS, PERS) at the end of the current school year, shall receive a retirement notification bonus of one thousand dollars (\$1,000), payable between May 1 and the last paycheck.

17.2.8 All bargaining unit members hired after July 1, 2005 shall only receive supplemental medical and dental benefits covered in Article 17.2 if they meet both the following criteria:

- a) Have been a full-time education in the District for a minimum of ten (10) years
- b) Have been in STRS for a minimum of fifteen (15) years

All new BFT bargaining unit members hired after July 1, 2005 shall be notified in writing of this provision by the Human Resources Department at the time of hire. If this notification is not provided prior to the new hires and signed prior to the acceptance of employment, the new hire shall be eligible for supplemental medical and dental benefits specified in Article 17.2 even if they do not meet both criteria (a) and (b) listed herein. If such written notification is not provided to new hires and signed prior to the acceptance of employment, the cost of such supplemental medical and dental benefits will be borne by the District, outside of the District/BFT revenue sharing formula. By November 1 of each year, the parties will meet to verify the requirement described herein has been met. Subsequent to verification, no unit member whose employment date and notification were verified may assert a claim that proper notification was not provided.

### 17.3 Consultancy Contracts

17.3.1 A "consultancy" shall refer to the type of work being performed for the District by a retiree; a "consultancy proposal" shall refer to a written proposal made by the retiree to the District to undertake a consultancy on a specified subject; a "consultancy contract" shall refer to the annual contract entered into between the retiree and the Board for consultant services.

17.3.2 To be eligible for a consultancy contract, a retiree must have been employed by the District for at least ten (10) years, be at least fifty-five (55) years of age and be retired under a State of California retirement system.

17.3.3 The maximum fee paid under a consultancy contract shall not exceed the amount authorized by the State for retired personnel. The amount of

time of required services for such a consultancy shall be determined by the District at a rate to be negotiated.

17.3.4 All consultancy contracts shall be mutually agreed upon by the Union and the District. Consultancy contracts shall be reviewed annually.

#### 17.4 Reduced Work Load

17.4.1 The employee must have reached the age of fifty-five (55) prior to reduction of work load.

17.4.2 The employee must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

17.4.3 The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the educator.

17.4.4 The employee shall be paid a salary which is pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment. The employee shall receive medical benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

17.4.5 The minimum part-time employment shall be the equivalent of one-half ( $\frac{1}{2}$ ) of the number of days of service required by the employee's contract of employment during his final year of service in a full-time position. The percentage of time employed shall be requested by the employee, but shall not be less than fifty percent (50%).

17.4.6 Any change in the percent of teaching time may be requested by either party but granted only by mutual consent.

17.4.7 The educator and the District shall pay the proportional amount needed to qualify for full-time salary credit for the STRS as for any full-time educator.

17.4.8 Full-time retirement credit is not earned until the end of the full school semester or full school year. Participants who terminate prior to those concluding periods will receive retirement credit based on the salary



actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.

- 17.4.9 In order to implement the reduced workload provisions of this section, the educator must apply to the Human Resources Department as early as possible but no later than April 15, prior to the start of the leave. All rules and regulations of the State Teachers' Retirement System will be followed by the educator and the District. A reduced workload leave may be granted after the April 15 deadline, by mutual consent of the educator and the District.
- 17.4.10 Sick leave entitlement shall accrue in an amount proportionate to the level of employment. (Example: A .50 FTE educator would accrue half the sick time of a full-time (1.0 FTE) educator.) Employees on a reduced workload during the 2007-2008 school year shall accrue sick leave at the agreed upon rate for 1.0 FTE employees as long as they continue on a reduced work load leave of absence.

## 18. PEER ASSISTANCE AND REVIEW PROGRAM

### 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 (BPAR) 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 educators. 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

18.3.1 The Berkeley Peer Assistance and Review Program (BPAR) shall include all educators working with TK-12 students.

18.3.2 The Berkeley Peer Assistance and Review Program (BPAR) 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 BPAR Governing Panel

18.4.1 The BPAR 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 BPAR 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 less 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 BPAR Governing Panel shall be closed and confidential. Recommendations regarding retention and dismissal will be based upon input from evaluations by the Site Principal or designated primary evaluator, reports provided by Consulting Teachers, and optional self-reviews by the Participating 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 recuses 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 BPAR 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 BPAR 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 BPAR 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 BPAR budget each year
- i. coordinate annual evaluation of BPAR Program

## 18.6 BPAR Coordinator Responsibilities

### 18.6.1 BPAR Panel Responsibilities:

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

### 18.6.2 Mandatory Peer Assistance and Review (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 mentor teachers
- c. Find and train mentor teachers

### 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 BPAR Coordinator with release time shall earn the salary amount, benefits, salary schedule advancement, and years of credit that they would normally earn as a District classroom teacher.
- 18.6.8 To compensate for additional hours, each Consulting Teacher and the BPAR Coordinator will earn an annual stipend annually. The BPAR Coordinator stipend will be prorated for a BPAR Coordinator with less than 100% full time equivalent release time.
- 18.6.9 One (1) release time BPAR Coordinator will be selected by the BPAR Panel each year. The BPAR Coordinator will be provided with additional days of pay at a per diem rate if approved by the BPAR 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 BPAR 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 BPAR 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 Berkeley 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 BPAR 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 BPAR Governing Panel.
  - e. A Referred Teacher may not be present during deliberations of the BPAR 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 BPAR 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 BPAR 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 BPAR 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 BPAR 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 BPAR 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 BPAR 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 BPAR 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 BPAR Governing Panel, the BPAR 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 BPAR 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 BPAR 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

## 19. SHARED GOVERNANCE

The parties agree to establish a joint BFT/District committee to develop procedures for shared governance at the school sites. The first meeting will be held no later than November 1 of each year.

The membership of the committee will be two (2) appointed by the District, two (2) appointed by the BFT and one (1) member mutually agreed upon by both parties.

## 20. ADDITIONAL EMPLOYEE RIGHTS

- 20.1 Educators will retain rights to and ownership of books, tapes, films and all copyrightable material produced by the educator on non-duty time outside the scope of the educator's normal duties and responsibilities to the District.
- 20.2 Educators agree not to exploit their professional relationship with their students or knowingly permit any commercial or political exploitation of their students. Solicitation for the purpose of selling educational material and/or services within the school system by educators is improper.
- 20.3 The children of Berkeley educators 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 an educator request that their child be permitted to enroll at the school to which they are 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.
- 20.4 Summer School openings will be posted within ten (10) days of the Board of Education's action for conducting a Summer School program. Notice of acceptance or rejection will be given to applicants by June 1 or as soon as is known. Summer School positions will be offered first to contract educators who are properly credentialed.
- 20.5 If the District believes that layoffs of personnel are likely due to program changes in which permanent certificated personnel do not have appropriate credentials to continue in service, the District will do everything that is legally possible to assist these personnel in filling alternative limited assignments.
- 20.6 Early Childhood Education teachers who earn an elementary or secondary teaching credential shall be guaranteed an interview for any position for which they apply.
- 20.7 Substitute teachers shall be provided access to materials and equipment required to perform assigned duties.
- 20.8 No educator shall be required to sign any report which does not conform to the law.

## 21. NO STRIKE CLAUSE

21.1 The Union agrees that during the life of this Agreement the Union will not call or engage in any strike, sympathy strike, walkout, slowdown, sit down, sick-in, or limitation of required activities of the District.

In the event Article 22 is violated by the Union, the Board has the option of canceling all other portions of this Agreement, subject to the grievance mechanisms.

21.2 The District shall not lock out educators during the term of this Agreement.

## 22. SAVINGS CLAUSE

- 22.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be deemed invalid, and negotiations on those provisions shall be reopened at the request of either party. Negotiations will begin within ten (10) school days after a request to begin is made by either party. All other provisions shall continue in full force and effect.
- 22.2 If the federal, state or local legislature approves any law after the ratification of this Agreement or there is a loss of local parcel tax revenues due to a failed election which has, or will have in the immediate future, an impact on finances of the District, either party may reopen negotiations on specific provisions of the Agreement which are deemed to be affected by such legislation. Negotiations will begin within ten (10) school days after a request to begin is made by either party.
- 22.3 During the term of this Agreement, if State law, Federal law, or funding standards change for Special Education, the parties shall immediately meet to reopen negotiations on Article 13, Section 13.4.
- 22.4 Should State funding changes to the staff development buy back day program result in significantly reduced funding for the program, the District and the Union will meet to negotiate per Section 2 of this Article.

## 23. EXPIRATION OF CONTRACT AND RE-OPENERS

- 23.1 The parties agree that the term of this Agreement shall be from July 1, 2022 through June 30, 2025. The parties agree to reopen the contract for FY 2024-2025 on Article 14 (Education Compensation) and up to two other articles each.

Each party must submit the Initial Proposals to the other party, in writing by February 28, 2024 for 2024-2025 Reopeners.

If the proposals are delivered by U.S. mail, they must be postmarked by February 28, 2024.

- 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, 2025.

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

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

## 24. CONTRACT ADVISORY COMMITTEE

- 24.1.1 The parties agree to create a Contract Advisory Committee (CAC) composed of two (2) members designated by the Superintendent and two (2) members designated by the Union President. The CAC shall meet according to a schedule agreed to by the members thereof.
- 24.1.2 The parties agree that the purpose of the CAC is to enable the District and the Union to work cooperatively to prevent issues from becoming problems and to resolve issues informally without resorting to formal adversarial proceedings.
- 24.1.3 Subjects brought to the CAC shall normally be of District-wide concern as opposed to a single site's or individual's concern, unless, despite good faith attempts by all parties involved, such non-District-wide concerns have not been resolved at the site level. It is not the intent of the parties to bypass communications between the employees and site administrator; the parties agree that discussion of site-level concerns should occur at the site.
- 24.1.4 The CAC is neither intended to replace the Grievance Procedure provided in this Agreement nor to affect the right of an employee or the Union to utilize that procedure. In addition, the CAC is not intended to replace the negotiations process.
- 24.1.5 Nothing in this Article shall be construed as a waiver of the Union's right to negotiate during the term of this agreement over matters within the scope of representation that are not addressed in the Agreement, except as to those matters which, under the law, are already covered in the Agreement.





**K-12 PERFORMANCE REVIEW TIMELINES (Article 15)**

Deadline	Article	Activity
September 30	15.2.1 15.2.2	Teachers are notified of their primary evaluator, and provided with a written description of the performance review process and a Professional Development Plan (Form A).
November 1	15.2.2	Professional Development Plan (Form A) is discussed during a conference between teacher and evaluator.
February 15	15.4  15.4.2  15.4.3  15.4.4	Two (2) formative observations are completed (Form B).  Each formative observation visit shall be a minimum of twenty (20) continuous minutes.  Each formative observation shall be followed by a post observation conference where the teacher shall receive a copy of his/her formative observation report.  Each post observation conference shall be held within the following five (5) working days.
March 15	15.5.3	Written notification of the possibility of a summative evaluation with an overall rating of “unsatisfactory” is provided to all applicable teachers.
April 15	15.4.1	For Temporary contract teachers, Probationary contract teachers, potential B-PAR referred teachers, and B-PAR referred teachers: three (3) formative observations with two (2) completed by February 15 and the third completed by April 15
May 1	15.5	Summative evaluation is completed and signed by both the teacher and evaluator.



## **TEACHER IN CHARGE**

### **DUTIES/RESPONSIBILITIES**

In addition to performing regularly assigned duties as a classroom/resource teacher, acts in the absence of the site administrator, performing as needed, ongoing coordination of site staff (certificated and non-certificated) including assisting in resolving site emergencies, and handling requests of parents, contractors, vendors, and administrative staff.

In the absence of the site administrator, may arrange staff schedules to ensure adequate classroom coverage at all times; supervises staff in maintaining attendance records; assists staff in follow-up of excessive absences; sets staff site and committee meetings as necessary; maintains accurate site reports; requests custodial and maintenance services as required; and coordinates food service operations. Performs related duties as required.

### **MINIMUM REQUIREMENTS**

Must currently be a full-time, tenured certificated employee of the Berkeley Unified School District; have a minimum of one year of classroom teaching experience at the school site; and currently be assigned to the school site.

Must have working knowledge of applicable Berkeley Unified School District policies and procedures, state licensing requirements, and have a demonstrated skill in effectively motivating and leading staff, as well as handling conflicts and problems effectively.



## ACADEMIC FREEDOM

Teachers shall be afforded the broadest freedom to teach within the State law, since evaluation of multiple sides of controversial issues is one of the means by which students learn how to search for truth and develop the increased capacity to make sound and mature judgments. The controversial nature of a subject shall not bar its discussion in the schools. In the interest of the freedom to teach, all employees shall be encouraged to express all views, including their own, honestly and in good faith. To this end the Board will provide a teaching and learning atmosphere which is free from unreasonable censorship and artificial restraint upon free inquiring, learning and academic freedom.

Where disagreements arise, the following rules shall be followed to protect both the public interest and the academic freedom of the teachers:

1. All disputes involving academic freedom should be settled informally, at the school level if possible.
2. Charges shall be specific and in writing. Copies shall be given to those directly involved.
3. Questioned material will not be withdrawn from usage until a final decision is made unless it presents a clear and present danger as initially determined by the Superintendent and/or his/her designee.
4. The teacher shall have the right to representation and to confront all accusers.

### Method:

A teacher shall have the right to choose his/her teaching method in reaching the District goals.

See also:     IFAA/IFAB   Political Doctrines  
               IKB/IKBA   Controversial Issues/Controversial Speakers



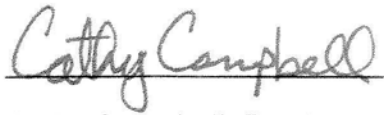
## **Two Way Immersion Program February 12, 2013**

The Berkeley Unified School District Board of Trustees approved a the consolidation of its Two Way Immersion (TWI) program from Cragmont and Rosa Parks Elementary Schools to a single site at LeConte Elementary School beginning with the 2013-2014 school year. Each year a grade level will be transitioned to a Two Way Immersion Program. Kindergarten will be the grade level transitioned in 2013-2014.

LeConte Elementary School has a strong community dedicated to ensuring that the students at LeConte are successful learners. In an effort to support the work that LeConte Elementary School has done in past years and to look forward to the full and gradual transition to TWI Program at LeConte BUSD and BFT agree to the following:

- 1) The Principal at LeConte will make all teaching assignments for both the TWI and EO classes as is the practice in all other District schools.
- 2) Articles 8 and 9 of the BFT Contract will be followed to ensure that the teachers who must transition from LeConte are able to be placed in the first, second or third school of their choice, and teachers interested in openings can apply to teach at LeConte based on their preferences.
- 3) As openings occur for TWI classes, postings will be distributed via the certificated staff distribution email group in accordance with contract timelines.
- 4) The LeConte principal will determine teaching needs for the upcoming school year as soon as possible and no later than April 15th of each school year to provide adequate notice for teachers transitioning to or from LeConte Elementary School. Prior to June 1st, TWI positions will be posted internally during the exclusive posting period (10 days). After June 1st TWI positions will be posted internally for the required five-day posting period. If one (1) or more internal candidates who possess a Spanish BCLAD certificate and have taught in a TWI class apply for a position, the position shall be offered to an internal candidate. If no internal candidates who possess a Spanish BCLAD certificate and who have taught in a TWI classroom have applied, the position will be open to external candidates.
- 5) Teachers who are required to move schools as part of this consolidation will be provided with Contract defined moving support. Teachers who have taught English Only classes at LeConte Elementary or TWI at Rosa Parks Elementary/Cragmont Elementary who apply and are selected will be entitled to an additional 12 hours of paid packing time and will have their boxes moved by the District. This provision applies to teachers employed in these positions during the 2012-2013 school year and is ongoing until consolidation is complete.
- 6) This is a one-time, non-precedent setting agreement.

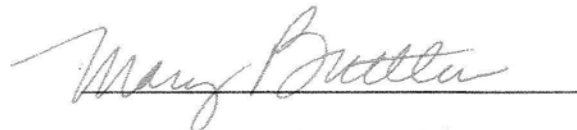
For BFT:

Handwritten signature of Cathy Campbell in cursive, written over a horizontal line.

Cathy Campbell, President

Date: 2/20/13

For BUSD:

Handwritten signature of Mary Buttler in cursive, written over a horizontal line.

Mary Buttler, Director Personnel Services

Date:



## FULL INCLUSION GUIDELINES

1. At the IEP meeting where change of placement is determined, a general education teacher, principal, program supervisor, special education teacher, critical related service provider(s), parent and any other appropriate personnel shall be present.
2. If the IEP team makes the placement decision for full inclusion, then the following shall occur:
  - A. When and if any of the following are deemed necessary by the team, an emergency plan will be developed regarding:
    1. Evacuation and communication in an emergency
    2. Special medical procedures (documented in handbook provided by Specialized Health Consultant)
    3. Extremely disruptive or injurious behaviors to self or others
  - B. All relevant staff, including related service providers, general education teacher(s) and the site administrator shall receive training on “inclusion” as well as specific information on the needs of the student involved (relative to his/her particular disability). This information will be provided just prior to placement as well as through formal planning meetings (at one-two week intervals) for the duration of placement in a particular class/grade. Information will include the rights, roles, and responsibilities of each team member, and how the IEP will be/is being implemented.
  - C. There shall be a special education teacher with appropriate certification assigned to the student as the student’s case manager.
  - D. The student’s planning team, i.e., the parent(s), general education teacher(s), special education teacher and any other relevant staff, e.g., related service provider(s) and/or any instructional assistant, shall have the opportunity to conference prior to placement, as there is interest.
  - E. At three weeks (or another mutually agreed upon time) following placement, the student’s progress shall be discussed in a (as well as subsequent) planning meeting(s).
  - F. The general education students in the receiving class shall receive information about inclusions and ability awareness, in the manner determined most appropriate by the individual student’s planning team.
  - G. A support schedule will be developed by the team and followed for the student within the first two/three weeks of school, based on the particular needs of the student involved. Supports will be determined by the individual student’s planning team, and include (but not limited to) any combination of the following: curricular adaptations, material supports, natural supports, e.g., peers, and/or extra adult support, which may be provided by any or all of the following persons: a certificated special education teacher, related service(s), an instructional assistant, and/or a student teacher or practicum student or another volunteer, under the supervision of the special education teacher.

- H. When deemed necessary by the individual student’s planning team, adaptations to the curriculum will be made on an ongoing basis throughout the duration of the school year as determined during individual student planning meetings. This is a responsibility that is shared between team members with primary responsibility for adaptations with the special education teacher.

While teachers are participants in a student’s IEP and will be invited to all staffings, a teacher may not be disciplined for not attending a staffing which occurs outside of their normal duty day.

- I. Compensation for time beyond the duty day for consultation, IEP planning, assessment and conferencing shall be granted under Article 14. (See also Article 11.6.2 of the Collective Bargaining Agreement).
- J. A transition plan shall be developed for fully included students as they move up through grades with their chronological-age peers, to include at least provision of information in as timely a manner as possible to the receiving general and special education teacher(s) and site administrators.

- 3. No placement shall occur unless the procedures outlined above are implemented and the roles and responsibilities of the educational staff are articulated.

#### DEFINITIONS

IEP Team: The team that designs the individualized education plan, comprised of the student (when appropriate), his or her parents or legal guardians, a couple of his or her peers (when appropriate), the assigned certificated special education teacher, the general education teacher(s) involved, the principal or site administrator and/or special education administrator, such as a program manager, and any related service providers involved (such as a speech/language therapist, or a physical therapist). If other persons are involved with a particular student or family, such as an instructional assistant, social worker, or parent/student advocate, they may participate as well, depending on their availability and an invitation from one or more team members.

Individual Student Planning Team: This is essentially the same as the student’s IEP team. For practical reasons monthly or bimonthly meetings usually include at a minimum the collaborating general and special education teachers involved. Other members of the IEP team may attend as they have time and interest.

## **COMBINATION CLASSES ADMINISTRATIVE GUIDELINES**

The following Guidelines are provided to ensure that all schools use consistent processes in assigning teachers and students to combination classes. It is expected that each site administrator will use these guidelines in establishing combination classes.

### **GUIDELINES FOR TEACHER ASSIGNMENT**

1. Teachers may volunteer to teach in a combination class.
2. When there are no volunteers for a combination class, a rotational process for teacher assignment at each school will be established to ensure equity of teachers assigned to combination classes.
3. Teachers assigned to a combination class will have had experience in teaching one (1) of the grades in the combination class.
4. New teachers will not be assigned to a combination class for the first two (2) years unless they volunteer or new student(s) enter and no other space is available.
5. Experienced teachers who have taught the same grade for several years will also be considered for assignment to a combination class.
6. Teaching a combination class will be limited to two (2) years (three (3) if volunteering) unless there is a multi-age philosophy at the school.
7. The principal will meet with the teacher to discuss the assignment, i.e., student assignments, needed classroom materials, and staff development opportunities.

### **GUIDELINES FOR STUDENT ASSIGNMENT**

1. Goal: Not to overload combination classes with “high need” students.  
The student placement (form to be revised) will include criteria such as:
  - High achievers, or average or above in ability for both grades
  - Students are able to work independently- study skills, listening skills
  - Do not include students with learning problems in the proposed class
  - Students with behavior problems

2. The student study team process, including Full Inclusion teachers if appropriate, will be used to determine appropriate placement of Full Inclusion students and students with severe behavioral problems.
3. Fill combination classes first to reduce the potential of “in and out” students with unknown ability levels and behavior problems.
4. Students entering the District during the school year will be assigned to a single grade class which has openings before placement in a multi-grade class considering the District’s requirements for ethnic and gender balance.

#### STRUCTURAL CONSIDERATIONS FOR COMBINATION CLASSES

1. Teachers keep students for two (2) years – “Looping”
2. Team teaching
3. Classroom proximity
4. Joint prep time

#### MATERIALS

1. Priority for purchase and distribution of textbooks and supplemental materials
2. A portion of the BSEP site Block grant should be set aside for combination classes.

#### PARENT INFORMATION

1. Provide parents with information about the combination classes to which their children are assigned.
2. Parent input in the SST process to address concerns

## MEMORANDUM OF UNDERSTANDING

## SST COORDINATORS

*CAC 7/22/15  
1/22/15*

## STIPENDS

A stipend of ~~\$1,500~~ will be paid to regular classroom teachers to coordinate SSTs. These duties include 504 issues which are handled by the SST. *Refer to Additional Compensation Appendix.*

The Stipends will be allocated as follows:

K-5 Schools/Longfellow	1 stipend per site
King/Willard	2 stipends per site

Schools may supplement stipend support with site based funding for substitutes if SST meetings are held during the school day.

## EXAMPLES OF COORDINATOR DUTIES

- Organize and schedule SST meetings
- Maintain appropriate records of SST decisions, timelines, etc.
- Monitor timelines and the progress of students in meeting SST plan objectives (including 504s).

## SELECTION OF COORDINATORS

The principal will ask for volunteers. If there are more volunteers than number of stipend positions, the principal will select the stipend-paid teachers based on 1) representative grades; 2) experience with the SST process and/or working with special needs students; 3) experience in group problem solving processes. Coordinators could also be serving in other positions, e.g. Teacher In Charge, concurrently.

It is not recommended that Special Education Staff be used as SST coordinators.

## SUPPORT FOR TEACHERS PARTICIPATING IN SSTs

If SST meetings are held before and after school, the regular classroom teacher bringing a student's case to the SST must take time that normally is used for planning, preparation, parent conferencing, etc. To recognize the teacher's use of this time, regular classroom teachers are eligible to receive credit pursuant to Section 14.4.2 of the BFT/District Agreement. This would also apply to Special Education personnel who may participate in SSTs.

The credit would be for the time the teacher spends in SST activities if these activities are carried out "beyond" the duty day. It is suggested that the record keeping for this function be carried out by the SST Coordinator.

## TRAINING

Formal training will be provided to all SST Coordinators which includes instructions on forms, record keeping, timelines, scheduling guidelines, etc. Formal training will also include a clear delineation of which SST duties are the responsibility of the SST Coordinator and which SST duties are the responsibility of the Principal and the exact scope of these duties.

## IMPLEMENTATION

These guidelines are effective immediately and will be reviewed by BFT and the District no later than February 1, 2001. At this review, both the Principal and the SST Coordinator from each school will submit separate reports that summarize the SST process to date. Included in these summaries will be a count of how many SST meetings have been held thus far, the amount of meeting hours thus far, and a list of problems and solutions that have arisen thus far related to the SST Coordinator's role. A BFT representative will be present at this review and at the conclusion of the review it will be decided if and when a follow-up review will be held.

Stipend and Section 14.4.2 credit are retroactive to the beginning of the current 2000-01 school year.

The use of Coordinators does not relieve the principal/vice principal for being responsible for and running SST meetings. This program is not to substitute for the site administrator's role in the SST process.

Ann A. Bennett  
For the District

10/1/99  
Date

Jacqui Fox Ruby  
For the Berkeley Federation of Teachers

10/1/99  
Date

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

**Teacher Leaders for Berkeley High School**

The Berkeley Unified School District and the Berkeley Federation of Teachers have agreed to the following terms for 2019-2020 Teacher Leadership positions at Berkeley High School:

A. The selection of Teacher Leaders at Berkeley High School will function as follows:

- 1) Anyone in the applicable department, small school or program can be nominated. Nomination forms will be distributed by BFT representatives to all teachers by April 15. Teachers may also self-nominate.
- 2) The members of the applicable department, small school or program will vote for their representative(s) by secret ballot prior to May 15. Two teachers not on the ballot within the department will conduct the election and report the results to the BHS principal and to the department, small school or program. Results shall only include the name of the candidate with the most votes and shall not include the margin of victory. If only one teacher, or set of teachers for Co-Teacher Leaders, is nominated, an election is not necessary.
- 3) The principal will have the option to not accept the name(s) put forth by the department, small school or program. In this case, the principal can then deny the appointment and send the matter back to the teachers for the selection of a different Teacher Leader to represent the department, small school or program.

**Note:** This procedure will apply to: Small Schools, Academic Choice, BIHS, Department, U9, and African American Studies Teacher Leader positions..

B. Stipends and Release Time will function as follows:

1) Each Teacher Leader position, including the Universal 9<sup>th</sup> Grade Program Teacher Leader, and African-American Studies Teacher Leader position will receive a **\$6113** stipend, except for the Counseling Teacher Leader who will receive the base stipend of **\$6113** and an additional **\$5684** stipend in lieu of release time. If there are any wage increases, those increases will be applied to these stipend amounts.

2) Each Teacher Leader will be paid up to two (2) per diem days per year based on attendance at the Teacher Leader summer retreat on August 18-19, 2019. There will be two (2) per diem days regardless of whether the Teacher Leader is a Co-Teacher Leader or a Solo Teacher Leader.

3) Special Education and Visual and Performing Arts Department Teacher Leader positions will receive .20 FTE release. Small School, AC and BIHS Teacher Leader positions, as well as the Math, Science and World Languages Teacher Leader positions will receive .40 FTE release. The African-American Studies, Counseling, PE, and Universal 9<sup>th</sup> Grade Program Teacher Leader positions will not receive release time.

4) Each Special Education, Visual and Performing Arts Teacher Leader position will each receive .20 FTE release. Small School, AC, and BIHS Teacher Leader positions, as well as the Math, Science and World Languages Teachers Leader positions will receive 0.40 FTE release per dept. or SLC. The African-American Studies, Counseling, P.E., and Universal 9th Grade Program Teacher Leader positions will not receive release time.

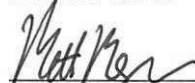
5) The purpose of the stipend, additional days and release is to include small school/program/department leadership, curriculum development, data analysis, professional development responsibilities and consultation and representation on the Leadership Team (led by BHS Principal) and the Professional Development Team (led by PD Coordinators).

a. Department Teacher Leaders include:

- i. Science
- ii. Math
- iii. Visual and Performing Arts
- iv. PE
- v. World Languages
- vi. Special Education
- vii. Counseling
- viii. African-American Studies

This MOU is for the **2019-2020** school year only and will therefore expire on **June 30, 2020**. Thereafter, this MOU may be renewed as set forth above or as may be modified pursuant to written agreement between the parties and will be renewed with mutual consent of the parties.

For the BFT:

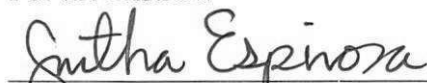
  
\_\_\_\_\_

Matt Meyer, President

9/4/19

\_\_\_\_\_  
Date

For the District:

  
\_\_\_\_\_

Samantha Tobias-Espinosa,  
Assistant Superintendent

9/4/19

\_\_\_\_\_  
Date



	<b>Per Diem Days</b>
Counselor	\$3,000 9 days per year
BHS College/Career Advisor	\$2,571 9 days per year
BHS Small School/Program/Dept Teacher Leader	\$7,341 3 days per year
Middle School Department Leader	\$994 2 days per year
Curriculum Teacher Leader	\$2,321
Psychologist Department Leader	\$994 2 days per year
Counseling Teacher Leader	\$13,573
Bilingual (Sp/English) School Psychologist	\$2,120
Bilingual Speech Language Pathologist	\$2,120
Bilingual Assessment Teacher	\$2,042 for up to 15 assessments; \$2,331 for 16-20 assessments; \$2,671 for 21-25 assessments
BCLAD	\$3,180
SLP Mentor	\$1,696
SST Coordinator	\$2,610
Teacher in Charge	\$2,989
B-PAR Consulting Teacher	\$4,643
B-PAR Coordinator	\$4,955 10 days per year
B-PAR Panel Chairperson	\$3,227
B-PAR Panel Member	\$2,087
TIP Support Provider	\$1,691
National Board Teacher Certification	\$2,333
National Board Psychologist Certification	\$2,333
Doctorate Stipend	\$1,762
BTA PD Stipend	\$5,262
CDC Head Start Stipend	\$1,090 for teachers with 1-10 H.S. students; \$1,632 for teachers with 11-16 H.S. students; \$2,176 for teachers who have 17-24 H.S. students; \$544 for teachers with less than 1.0 FTE
1 Forensic Coach, BHS	\$4,571
3 Yearbook Teachers: Willard, Longfellow and B-Tech	\$1,160 per year each
1 Yearbook Teacher: King Middle	\$1,615 per year each
1 "Jacket" Teacher, BHS	\$1,965 per year each
3 School News Teachers Middle School	\$983 per year each
1 Yearbook Teacher, BHS	\$1,965
Literature Magazine Teacher, BHS	\$1,580
Athletic Director	\$4,539 each season
Substitute Medical Stipend (80 Assignments)	\$1,180
Substitute Medical Stipend (95 Assignments)	\$1,349
Substitute Medical Stipend (110 Assignments)	\$1,519
Substitute Medical Stipend (125+ Assignments)	\$1,687

BERKELEY UNIFIED SCHOOL DISTRICT  
 BFT EXTRA COMPENSATION SALARY SCHEDULE 2022-23

<b>VAPA STIPENDS*</b>	
Production Director, BHS	\$979 - \$5,145
Director of Lighting	\$979 - \$5,145
Technical Director	\$979 - \$5,145
Director Choreography	\$979 - \$5,145
Director Costume Production	\$979 - \$5,145
Orchestra Director, BHS	\$979 - \$5,145
Vocal Music Director	\$979 - \$5,145
Conductor, BHS	\$979 - \$5,145
1 Choral Music Teacher, BHS	\$979 - \$5,145
1 Pep Band Director, BHS	\$979 - \$5,145
1 Afro-Haitian Dance Production Teacher	\$979 - \$5,145
1 Dance Production Teacher, BHS	\$979 - \$5,145
1 Jazz Band Director, BHS	\$979 - \$5,145
3 Drama Teachers Middle	\$979 - \$5,145
Guitar Teacher	\$979 - \$5,145
Interdisciplinary Art Exhibition Coordinator	\$979 - \$5,145
<p>* Minimum stipend of \$979 (equivalent to approximately 20 hours at \$49/hour) applies to all VAPA positions. Maximum stipend is \$5,140 (equivalent to 105 hours at \$49/hour).            Site administrators will approve a performing arts plan and pre-approved number of hours at the beginning of the year and reevaluate actual hours in the Spring.</p>	

6% increase effective July 1, 2022

**Substitute Daily Rate                    \$238.50**

Adult Teachers	
1-3 YRS	<b>\$47.02</b>
4-9 YRS	<b>\$49.41</b>
10+ YRS	<b>\$51.74</b>

ADULT SCHOOL COORDINATOR :            **\$58.42**

**Hourly Rates**  
**TK-12 TEACHING                    \$47.50**  
**CURRICULUM DEVELOPMENT       \$35.98**  
**NIGHT SCHOOL                      \$57.08**

6% Increase effective July 1, 2022



	I		II		III		IV		V		VI		VII		
	Daily	Rate	BA+24**	Daily	Rate	BA+36	MA or BA+48	Daily	Rate	BA+60	Daily	Rate	BA+72	Daily	Rate
<b>STEPS</b>															
1	\$ 52,372	\$283.09	\$ 63,996	\$345.92	\$ 65,853	\$ 67,761	\$ 67,761	\$366.28	\$ 67,761	\$366.28	\$ 67,761	\$366.28	\$ 67,761	\$366.28	\$ 67,761
2	\$ 54,241	\$293.19	\$ 65,853	\$355.96	\$ 67,761	\$ 69,727	\$ 69,727	\$376.90	\$ 71,751	\$387.84	\$ 71,751	\$387.84	\$ 71,751	\$387.84	\$ 71,751
3	\$ 55,860	\$301.95	\$ 67,761	\$366.28	\$ 69,727	\$ 71,751	\$ 71,751	\$387.84	\$ 73,829	\$399.08	\$ 73,829	\$410.67	\$ 75,974	\$410.67	\$ 75,974
4	\$ 57,527	\$310.96	\$ 67,761	\$366.28	\$ 71,751	\$ 73,829	\$ 73,829	\$399.08	\$ 75,974	\$410.67	\$ 75,974	\$422.57	\$ 78,176	\$422.57	\$ 80,442
5	\$ 59,144	\$319.70	\$ 67,761	\$366.28	\$ 73,829	\$ 73,829	\$ 73,829	\$399.08	\$ 78,176	\$422.57	\$ 80,442	\$434.82	\$ 82,774	\$434.82	\$ 85,179
6	\$ 60,025	\$324.46	\$ 67,761	\$366.28	\$ 73,829	\$ 73,829	\$ 73,829	\$399.08	\$ 80,442	\$434.82	\$ 82,774	\$447.43	\$ 85,179	\$447.43	\$ 88,649
7	\$ 60,827	\$328.79	\$ 67,761	\$366.28	\$ 73,829	\$ 73,829	\$ 73,829	\$399.08	\$ 82,774	\$447.43	\$ 85,179	\$460.43	\$ 87,649	\$460.43	\$ 90,187
8	\$ 61,611	\$333.03	\$ 67,761	\$366.28	\$ 73,829	\$ 73,829	\$ 73,829	\$399.08	\$ 85,179	\$460.43	\$ 87,649	\$473.78	\$ 90,187	\$473.78	\$ 92,895
9	\$ 62,422	\$337.42	\$ 68,424	\$369.86	\$ 73,829	\$ 73,829	\$ 73,829	\$399.08	\$ 87,732	\$474.23	\$ 90,277	\$487.98	\$ 92,895	\$487.98	\$ 95,677
10	\$ 63,149	\$341.35	\$ 69,152	\$373.79	\$ 74,345	\$ 74,345	\$ 74,345	\$401.86	\$ 90,363	\$488.45	\$ 92,983	\$502.61	\$ 95,677	\$502.61	\$ 98,549
11	\$ 63,149	\$341.35	\$ 69,152	\$373.79	\$ 74,345	\$ 74,345	\$ 74,345	\$401.86	\$ 93,077	\$503.12	\$ 95,772	\$517.69	\$ 98,549	\$517.69	\$ 100,270
12	\$ 63,149	\$341.35	\$ 69,152	\$373.79	\$ 74,345	\$ 74,345	\$ 74,345	\$401.86	\$ 94,794	\$512.40	\$ 97,493	\$526.99	\$ 100,270	\$526.99	\$ 102,700
13	\$ 63,149	\$341.35	\$ 69,152	\$373.79	\$ 74,345	\$ 74,345	\$ 74,345	\$401.86	\$ 94,794	\$512.40	\$ 97,493	\$526.99	\$ 100,270	\$526.99	\$ 102,700
14	\$ 64,664	\$349.54	\$ 70,664	\$381.97	\$ 75,857	\$ 75,857	\$ 75,857	\$410.04	\$ 96,515	\$521.70	\$ 99,210	\$536.27	\$ 101,990	\$536.27	\$ 104,424
15	\$ 64,664	\$349.54	\$ 70,664	\$381.97	\$ 75,857	\$ 75,857	\$ 75,857	\$410.04	\$ 96,515	\$521.70	\$ 99,210	\$536.27	\$ 101,990	\$536.27	\$ 104,424
16	\$ 66,080	\$357.19	\$ 72,079	\$389.62	\$ 77,275	\$ 77,275	\$ 77,275	\$417.70	\$ 98,232	\$530.98	\$ 100,929	\$545.56	\$ 103,708	\$545.56	\$ 106,610
17	\$ 66,080	\$357.19	\$ 72,079	\$389.62	\$ 77,275	\$ 77,275	\$ 77,275	\$417.70	\$ 98,232	\$530.98	\$ 100,929	\$545.56	\$ 103,708	\$545.56	\$ 106,610
18	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 99,954	\$540.29	\$ 102,649	\$554.86	\$ 105,424	\$554.86	\$ 108,664
19	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 99,954	\$540.29	\$ 102,649	\$554.86	\$ 105,424	\$554.86	\$ 108,664
20	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 101,668	\$549.56	\$ 104,367	\$564.15	\$ 107,145	\$564.15	\$ 110,610
21	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 101,668	\$549.56	\$ 104,367	\$564.15	\$ 107,145	\$564.15	\$ 110,610
22	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 103,389	\$558.86	\$ 106,084	\$573.43	\$ 108,864	\$573.43	\$ 112,114
23	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 103,389	\$558.86	\$ 106,084	\$573.43	\$ 108,864	\$573.43	\$ 112,114
24	\$ 67,590	\$365.35	\$ 73,591	\$397.79	\$ 78,540	\$ 78,540	\$ 78,540	\$424.54	\$ 105,046	\$567.82	\$ 107,785	\$582.62	\$ 110,610	\$582.62	\$ 114,164

\* Entry column for teachers with Emergency/Pre-Intern/Intern Credentials

\*\* Minimum entry column for teachers with Clear/Preliminary Credentials

\*\*\* Includes MA \*\*\*\* 18 units must have been earned after 9/1/81

Doctorate stipend \$1,762

6% increase effective July 1, 2022



I	II		III		IV		V		VI		VII	
	BA+24**	Daily Rate	BA+36	Daily Rate	MA or BA+48	Daily Rate	BA+60	Daily Rate	BA+72	Daily Rate	BA+84****	Daily Rate
<b>STEPS</b>												
1	\$ 52,372	\$284.63	\$ 63,996	\$347.80	\$ 65,853	\$357.90	\$ 67,761	\$368.27	\$ 67,761	\$368.27	\$ 67,761	\$368.27
2	\$ 54,241	\$294.79	\$ 65,853	\$357.90	\$ 67,761	\$368.27	\$ 69,727	\$378.95	\$ 71,751	\$389.95	\$ 71,751	\$389.95
3	\$ 55,860	\$303.59	\$ 67,761	\$368.27	\$ 69,727	\$378.95	\$ 71,751	\$389.95	\$ 73,829	\$401.24	\$ 75,974	\$412.90
4	\$ 57,527	\$312.65	\$ 67,761	\$368.27	\$ 71,751	\$389.95	\$ 73,829	\$401.24	\$ 75,974	\$412.90	\$ 78,176	\$424.87
5	\$ 59,144	\$321.43	\$ 67,761	\$368.27	\$ 73,829	\$401.24	\$ 75,974	\$412.90	\$ 78,176	\$424.87	\$ 80,442	\$437.18
6	\$ 60,025	\$326.22	\$ 67,761	\$368.27	\$ 73,829	\$401.24	\$ 78,176	\$424.87	\$ 80,442	\$437.18	\$ 82,774	\$449.86
7	\$ 60,827	\$330.58	\$ 67,761	\$368.27	\$ 73,829	\$401.24	\$ 80,442	\$437.18	\$ 82,774	\$449.86	\$ 85,179	\$462.93
8	\$ 61,611	\$334.84	\$ 67,761	\$368.27	\$ 73,829	\$401.24	\$ 80,442	\$437.18	\$ 85,179	\$462.93	\$ 87,649	\$476.35
9	\$ 62,422	\$339.25	\$ 68,424	\$371.87	\$ 73,829	\$401.24	\$ 80,442	\$437.18	\$ 87,732	\$476.80	\$ 90,277	\$490.64
10	\$ 63,149	\$343.20	\$ 69,152	\$375.83	\$ 74,345	\$404.05	\$ 80,442	\$437.18	\$ 90,363	\$491.10	\$ 92,983	\$505.34
11	\$ 63,149	\$343.20	\$ 69,152	\$375.83	\$ 74,345	\$404.05	\$ 80,442	\$437.18	\$ 93,077	\$505.85	\$ 95,772	\$520.50
12	\$ 63,149	\$343.20	\$ 69,152	\$375.83	\$ 74,345	\$404.05	\$ 80,442	\$437.18	\$ 94,794	\$515.18	\$ 97,493	\$529.85
13	\$ 63,149	\$343.20	\$ 69,152	\$375.83	\$ 74,345	\$404.05	\$ 80,442	\$437.18	\$ 94,794	\$515.18	\$ 97,493	\$529.85
14	\$ 64,664	\$351.43	\$ 70,664	\$384.04	\$ 75,857	\$412.27	\$ 81,954	\$445.40	\$ 96,515	\$524.54	\$ 99,210	\$539.18
15	\$ 64,664	\$351.43	\$ 70,664	\$384.04	\$ 75,857	\$412.27	\$ 81,954	\$445.40	\$ 96,515	\$524.54	\$ 99,210	\$539.18
16	\$ 66,080	\$359.13	\$ 72,079	\$391.73	\$ 77,275	\$419.97	\$ 83,371	\$453.10	\$ 98,232	\$533.87	\$ 100,929	\$548.53
17	\$ 66,080	\$359.13	\$ 72,079	\$391.73	\$ 77,275	\$419.97	\$ 83,371	\$453.10	\$ 98,232	\$533.87	\$ 100,929	\$548.53
18	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,540	\$426.85	\$ 84,880	\$461.30	\$ 99,954	\$543.23	\$ 102,649	\$557.88
19	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,540	\$426.85	\$ 84,880	\$461.30	\$ 99,954	\$543.23	\$ 102,649	\$557.88
20	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,786	\$428.18	\$ 84,880	\$461.30	\$ 101,668	\$552.54	\$ 104,367	\$567.21
21	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,786	\$428.18	\$ 84,880	\$461.30	\$ 101,668	\$552.54	\$ 104,367	\$567.21
22	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,786	\$428.18	\$ 84,880	\$461.30	\$ 103,389	\$561.90	\$ 106,084	\$576.54
23	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,786	\$428.18	\$ 84,880	\$461.30	\$ 103,389	\$561.90	\$ 106,084	\$576.54
24	\$ 67,590	\$367.34	\$ 73,591	\$399.95	\$ 78,786	\$428.18	\$ 84,880	\$461.30	\$ 105,046	\$570.90	\$ 107,785	\$585.79

\* Entry column for teachers with Emergency/Pre-Intern/Intern Credentials

\*\* Minimum entry column for teachers with Clear/Preliminary Credentials

\*\*\* Includes MA

\*\*\*\* 18 units must have been earned after 9/1/81

Doctorate stipend \$1,762

6% Increase effective July 1, 2022





BERKELEY UNIFIED SCHOOL DISTRICT  
SPEECH LANGUAGE THERAPIST

SALARY SCHEDULE 15 - 185 DAYS  
2022-23

STEPS	I		II		III		IV		V		VI		VII	
	BA	Daily Rate	BA+24	Daily Rate	BA+36	Daily Rate	MA or BA+48	Daily Rate	BA+60 BA+42**** MA+12	Daily Rate	BA+72 BA+54**** MA+24	Daily Rate	BA+84**** BA+66**** MA+36	Daily Rate
1	\$67,852	\$366.77	\$80,638	\$435.88	\$82,683	\$446.94	\$84,778	\$458.26	\$84,778	\$458.26	\$84,778	\$458.26	\$84,778	\$458.26
2	\$69,908	\$377.88	\$82,683	\$446.94	\$84,778	\$458.26	\$86,939	\$469.94	\$89,170	\$482.00	\$89,170	\$482.00	\$89,170	\$482.00
3	\$71,691	\$387.52	\$84,778	\$458.26	\$86,939	\$469.94	\$89,170	\$482.00	\$91,457	\$494.36	\$93,812	\$507.09	\$93,812	\$507.09
4	\$73,521	\$397.41	\$84,778	\$458.26	\$89,170	\$482.00	\$91,457	\$494.36	\$93,812	\$507.09	\$96,235	\$520.19	\$98,729	\$533.67
5	\$75,309	\$407.08	\$84,778	\$458.26	\$91,457	\$494.36	\$93,812	\$507.09	\$96,235	\$520.19	\$98,729	\$533.67	\$101,294	\$547.54
6	\$76,271	\$412.28	\$84,778	\$458.26	\$91,457	\$494.36	\$96,235	\$520.19	\$98,729	\$533.67	\$101,294	\$547.54	\$103,938	\$561.83
7	\$77,153	\$417.04	\$84,778	\$458.26	\$91,457	\$494.36	\$98,729	\$533.67	\$101,294	\$547.54	\$103,938	\$561.83	\$106,652	\$576.50
8	\$78,018	\$421.72	\$84,778	\$458.26	\$91,457	\$494.36	\$98,729	\$533.67	\$103,938	\$561.83	\$106,652	\$576.50	\$109,451	\$591.63
9	\$78,909	\$426.54	\$85,513	\$462.23	\$91,457	\$494.36	\$98,729	\$533.67	\$106,748	\$577.02	\$109,547	\$592.15	\$112,424	\$607.70
10	\$79,708	\$430.85	\$86,306	\$466.52	\$92,022	\$497.42	\$98,729	\$533.67	\$109,640	\$592.65	\$112,525	\$608.24	\$115,490	\$624.27
11	\$79,708	\$430.85	\$86,306	\$466.52	\$92,022	\$497.42	\$98,729	\$533.67	\$112,627	\$608.79	\$115,592	\$624.82	\$118,648	\$641.34
12	\$79,708	\$430.85	\$86,306	\$466.52	\$92,022	\$497.42	\$98,729	\$533.67	\$114,516	\$619.01	\$117,485	\$635.05	\$120,536	\$651.55
13	\$79,708	\$430.85	\$86,306	\$466.52	\$92,022	\$497.42	\$98,729	\$533.67	\$114,516	\$619.01	\$117,485	\$635.05	\$120,536	\$651.55
14	\$81,371	\$439.84	\$87,972	\$475.52	\$93,685	\$506.41	\$100,395	\$542.68	\$116,409	\$629.24	\$119,374	\$645.26	\$122,429	\$661.78
15	\$81,371	\$439.84	\$87,972	\$475.52	\$93,685	\$506.41	\$100,395	\$542.68	\$116,409	\$629.24	\$119,374	\$645.26	\$122,429	\$661.78
16	\$82,928	\$448.26	\$89,530	\$483.95	\$95,245	\$514.84	\$101,951	\$551.09	\$118,298	\$639.45	\$121,265	\$655.49	\$124,320	\$672.00
17	\$82,928	\$448.26	\$89,530	\$483.95	\$95,245	\$514.84	\$101,951	\$551.09	\$118,298	\$639.45	\$121,265	\$655.49	\$124,320	\$672.00
18	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$120,190	\$649.68	\$123,152	\$665.69	\$126,213	\$682.23
19	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$120,190	\$649.68	\$123,152	\$665.69	\$126,213	\$682.23
20	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$122,078	\$659.88	\$125,049	\$675.94	\$128,100	\$692.43
21	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$122,078	\$659.88	\$125,049	\$675.94	\$128,100	\$692.43
22	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$123,973	\$670.12	\$126,936	\$686.14	\$129,993	\$702.66
23	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$123,973	\$670.12	\$126,936	\$686.14	\$129,993	\$702.66
24	\$84,591	\$457.25	\$91,192	\$492.93	\$96,906	\$523.82	\$103,613	\$560.07	\$125,831	\$680.17	\$128,839	\$696.43	\$131,943	\$713.21

\*\*\* Includes MA

\*\*\*\* 18 units must have been earned after 9/1/81

**Doctorate stipend \$1,762**

6% Increase effective July 1, 2022



Step	PPS Credential		PPS and Board Certified Behavior Analyst	
	Annual	Per Diem	Annual	Per Diem
1	\$86,993	\$448	\$89,685	\$462
2	\$89,425	\$461	\$92,120	\$475
3	\$91,861	\$474	\$94,554	\$487
4	\$94,295	\$486	\$96,988	\$500
5	\$96,729	\$499	\$99,423	\$512
6	\$99,947	\$515	\$102,635	\$529
7	\$103,162	\$532	\$105,852	\$546
8	\$106,376	\$548	\$109,071	\$562
9	\$109,592	\$565	\$112,284	\$579
10	\$112,805	\$581	\$115,501	\$595
11	\$116,190	\$599	\$118,966	\$613
12	\$119,675	\$617	\$122,534	\$632

1.Current and newly hired School Psychologists will be placed on the scale according to how many years they have completed working as certificated School Psychologists in the State of California. For example, a psychologist is placed on Step 1 with no School Psychologist experience and Step 12 with at least 11 years of School Psychologist experience (an individual must work as a School Psychologist at least 75% of a school year to count).

Newly hired Behavior Analysts who hold a Board Certified Behavior Analyst (BCBA) at the time of hire and has an Education Specialist credential, but does not hold a PPS credential, will be placed on the PPS scale according to how many years they have completed working as a teacher or a Behavior Analyst. For example, a Behavior Analyst who has worked 10 years as a teacher and 4 years as a behavior analyst would be placed on Step 12 of the PPS schedule.

2.The work year shall be 194 days for both School Psychologists and Behavior Analysts. The number of days worked before the first day of school and beyond the last day of school shall be arranged between the psychologists/behavior analysts and the appropriate administrators. While school is in session, the calendar approved by BUSD and BFT shall be followed.

3.The parties agree that the requirements of the Behavior Analyst Certification Board shall be met to be considered a Board Certified Behavior Analyst. Should BUSD choose to hire a new Behavior Analyst that has a BCBA and an additional credential that is not an Educational Specialist credential, the District and the Union will meet and confer.

**School Psychologist Interns:**

1.The Workdays section of the Agreement applies to the extent that the School Psychologist Interns work 8 hours per day, 4 days per week as 10 month support employees and work 140 days per year.

2.The School Psychologist Interns will be paid **\$29,184** per year for .80 FTE. This stipend will be modified by future agreements.

*6% increase effective July 1, 2022*



Column	I	II	III	IV
	60 Units	BA	BA+24	BA +36
Steps				
1	\$41,931	44,687	47,806	50,737
2	\$44,690	47,806	50,737	53,673
3	\$47,806	50,737	53,673	56,607
4	\$50,737	53,673	56,607	59,542
5	\$53,673	56,607	59,542	62,477
6	\$56,607	59,542	62,477	65,419
7	\$59,542	62,477	65,419	68,349
8	\$62,477	65,419	68,349	71,285
9	\$65,397	68,341	71,269	74,204
10	\$68,331	71,278	74,204	77,140

Longevity	15-16 Yrs	17-18 Yrs	19+ Yrs
	\$1,467	\$2,838	\$4,301

**Head Start Stipend**

- For full time teachers in a single classroom who have between 1 and 10 Head Start students - **\$1,094**
- For full time teachers in a single classroom who have between 11 and 16 Head Start students - **\$1,638**
- For full time teachers in a single classroom who have more than 17 Head Start students - **\$2,184**
- Part Time Teachers (less than 1.0 FTE) -**\$546**

6% increase effective July 1, 2022



Appendix 16 will be the Counselor Salary Schedule 18 beginning 2023-2024.





**CERTIFICATED SALARIED EMPLOYEES - BFT 12-MONTH**

Plans	2023 CaIPERS Premium Rates (TOTAL COST) Region 1 MONTHLY			
	EE	EE+1	FAM	
	Kaiser	\$913.74	\$1,827.48	\$2,375.72
Anthem HMO Select	\$1,128.83	\$2,257.66	\$2,934.96	
Anthem HMO Traditional	\$1,210.71	\$2,421.42	\$3,147.85	
Blue Shield Access +	\$1,035.21	\$2,070.42	\$2,691.55	
Health Net SmartCare	\$1,174.50	\$2,349.00	\$3,053.70	
Western Health Advantage	\$760.17	\$1,520.34	\$1,976.44	
PERS Platinum	\$1,200.12	\$2,400.24	\$3,120.31	
PERS Gold	\$825.61	\$1,651.22	\$2,146.59	
DELTA DENTAL PPO	\$95.82	\$95.82	\$95.82	
DELTACARE DHMO	\$32.21	\$32.21	\$32.21	
VSP	\$7.23	\$14.46	\$23.30	

2023 District Caps*: 12-Monthly	
Medical	\$530.78
Dental	\$66.15
DHMO PPO	\$66.15
Effective January 1, 2023	

AS OF  
\*Based on 2021 District CAP

UPDATED 11/28/2022

**CERTIFICATED SALARIED EMPLOYEES - BFT 11-MONTH**

Plans	2023 CaIPERS Premium Rates (TOTAL COST) Region 1 MONTHLY			
	EE	EE+1	FAM	
	Kaiser	\$996.81	\$1,993.61	\$2,591.69
Anthem HMO Select	\$1,231.45	\$2,462.90	\$3,201.77	
Anthem HMO Traditional	\$1,320.77	\$2,641.55	\$3,434.02	
Blue Shield Access +	\$1,129.32	\$2,258.64	\$2,936.24	
Health Net SmartCare	\$1,281.27	\$2,562.55	\$3,331.31	
Western Health Advantage	\$829.28	\$1,658.55	\$2,156.12	
PERS Platinum	\$1,309.22	\$2,618.44	\$3,403.97	
PERS Gold	\$900.67	\$1,801.33	\$2,341.73	
DELTA DENTAL PPO	\$104.53	\$104.53	\$104.53	
DELTACARE DHMO	\$35.14	\$35.14	\$35.14	
VSP	\$7.89	\$15.77	\$25.42	

2023 District Caps*: 11-monthly	
Medical	\$579.03
Dental	\$72.16
DHMO PPO	\$72.16

2023 1.00 FTE Employee Contributions Kaiser			
EE	EE+1	FAM	
\$382.96	\$766.69	\$995.92	12 month employees
\$417.78	\$836.38	\$1,086.45	11 month employees

**CERTIFICATED SALARIED EMPLOYEES - BFT 12-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

	Kaiser 12-MONTHLY			Anthem HMO Select 12-MONTHLY			Anthem HMO Traditional 12-MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
Employee Only	\$913.74			\$1,128.83			\$1,210.71		
Employee + 1	\$1,827.48			\$2,257.66			\$2,421.42		
Employee + 2/more	\$2,375.72			\$2,934.96			\$3,147.85		
<b>FTE</b>	<b>Employee Only</b>	<b>Employee +1</b>	<b>Employee + 2/more</b>	<b>Employee Only</b>	<b>Employee +1</b>	<b>Employee + 2/more</b>	<b>Employee Only</b>	<b>Employee +1</b>	<b>Employee + 2/more</b>
<b>Caps</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>
0.04	\$892.51	\$1,785.05	\$2,320.53	\$1,107.60	\$2,215.23	\$2,879.77	\$1,189.48	\$2,378.99	\$3,092.66
0.08	\$871.28	\$1,742.62	\$2,265.34	\$1,086.37	\$2,172.80	\$2,824.58	\$1,168.25	\$2,336.56	\$3,037.47
0.10	\$860.66	\$1,721.40	\$2,237.74	\$1,075.75	\$2,151.58	\$2,796.98	\$1,157.63	\$2,315.34	\$3,009.87
0.12	\$850.05	\$1,700.19	\$2,210.14	\$1,065.14	\$2,130.37	\$2,769.38	\$1,147.02	\$2,294.13	\$2,982.27
0.16	\$828.82	\$1,657.75	\$2,154.95	\$1,043.91	\$2,087.93	\$2,714.19	\$1,125.79	\$2,251.69	\$2,927.08
0.20	\$807.58	\$1,615.32	\$2,099.76	\$1,022.67	\$2,045.50	\$2,659.00	\$1,104.55	\$2,209.26	\$2,871.89
0.24	\$786.35	\$1,572.89	\$2,044.57	\$1,001.44	\$2,003.07	\$2,603.81	\$1,083.32	\$2,166.83	\$2,816.70
0.28	\$765.12	\$1,530.46	\$1,989.38	\$980.21	\$1,960.64	\$2,548.62	\$1,062.09	\$2,124.40	\$2,761.51
0.30	\$754.51	\$1,509.24	\$1,961.78	\$969.60	\$1,939.42	\$2,521.02	\$1,051.48	\$2,103.18	\$2,733.91
0.32	\$743.89	\$1,488.03	\$1,934.18	\$958.98	\$1,918.21	\$2,493.42	\$1,040.86	\$2,081.97	\$2,706.31
0.36	\$722.66	\$1,445.60	\$1,878.99	\$937.75	\$1,875.78	\$2,438.23	\$1,019.63	\$2,039.54	\$2,651.12
0.40	\$701.43	\$1,403.16	\$1,823.80	\$916.52	\$1,833.34	\$2,383.04	\$998.40	\$1,997.10	\$2,595.93
0.44	\$680.20	\$1,360.73	\$1,768.61	\$895.29	\$1,790.91	\$2,327.85	\$977.17	\$1,954.67	\$2,540.74
0.48	\$658.97	\$1,318.30	\$1,713.42	\$874.06	\$1,748.48	\$2,272.66	\$955.94	\$1,912.24	\$2,485.55
0.50	\$648.35	\$1,297.09	\$1,685.82	\$863.44	\$1,727.27	\$2,245.06	\$945.32	\$1,891.03	\$2,457.95
0.52	\$637.73	\$1,275.87	\$1,658.22	\$852.82	\$1,706.05	\$2,217.46	\$934.70	\$1,869.81	\$2,430.35
0.56	\$616.50	\$1,233.44	\$1,603.03	\$831.59	\$1,663.62	\$2,162.27	\$913.47	\$1,827.38	\$2,375.16
0.60	\$595.27	\$1,191.01	\$1,547.84	\$810.36	\$1,621.19	\$2,107.08	\$892.24	\$1,784.95	\$2,319.97
0.64	\$574.04	\$1,148.57	\$1,492.65	\$789.13	\$1,578.75	\$2,051.89	\$871.01	\$1,742.51	\$2,264.78
0.68	\$552.81	\$1,106.14	\$1,437.45	\$767.90	\$1,536.32	\$1,996.69	\$849.78	\$1,700.08	\$2,209.58
0.70	\$542.19	\$1,084.93	\$1,409.86	\$757.28	\$1,515.11	\$1,969.10	\$839.16	\$1,678.87	\$2,181.99
0.72	\$531.58	\$1,063.71	\$1,382.26	\$746.67	\$1,493.89	\$1,941.50	\$828.55	\$1,657.65	\$2,154.39
0.76	\$510.35	\$1,021.28	\$1,327.07	\$725.44	\$1,451.46	\$1,886.31	\$807.32	\$1,615.22	\$2,099.20
0.80	\$489.12	\$978.85	\$1,271.88	\$704.21	\$1,409.03	\$1,831.12	\$786.09	\$1,572.79	\$2,044.01
0.84	\$467.88	\$936.42	\$1,216.69	\$682.97	\$1,366.60	\$1,775.93	\$764.85	\$1,530.36	\$1,988.82
0.88	\$446.65	\$893.98	\$1,161.49	\$661.74	\$1,324.16	\$1,720.73	\$743.62	\$1,487.92	\$1,933.62
0.90	\$436.04	\$872.77	\$1,133.90	\$651.13	\$1,302.95	\$1,693.14	\$733.01	\$1,466.71	\$1,906.03
0.92	\$425.42	\$851.55	\$1,106.30	\$640.51	\$1,281.73	\$1,665.54	\$722.39	\$1,445.49	\$1,878.43
0.96	\$404.19	\$809.12	\$1,051.11	\$619.28	\$1,239.30	\$1,610.35	\$701.16	\$1,403.06	\$1,823.24
<b>1.00</b>	<b>\$382.96</b>	<b>\$766.69</b>	<b>\$995.92</b>	<b>\$598.05</b>	<b>\$1,196.87</b>	<b>\$1,555.16</b>	<b>\$679.93</b>	<b>\$1,360.63</b>	<b>\$1,768.05</b>

Effective January 1, 2023

UPDATED 11/28/2022

**CERTIFICATED SALARIED EMPLOYEES - BFT 12-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

Employee Only Employee + 1 Employee + 2/more	Blue Shield Access + 12-MONTHLY			Health Net SmartCare HMO 12-MONTHLY			Western Health Advantage HMO 12-MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
	\$1,035.21			\$1,174.50			\$760.17		
	\$2,070.42			\$2,349.00			\$1,520.34		
	\$2,691.55			\$3,053.70			\$1,976.44		
<b>FTE</b>									
<b>Caps</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>
0.04	\$1,013.98	\$2,027.99	\$2,636.36	\$1,153.27	\$2,306.57	\$2,998.51	\$738.94	\$1,477.91	\$1,921.25
0.08	\$992.75	\$1,985.56	\$2,581.17	\$1,132.04	\$2,264.14	\$2,943.32	\$717.71	\$1,435.48	\$1,866.06
0.10	\$982.13	\$1,964.34	\$2,553.57	\$1,121.42	\$2,242.92	\$2,915.72	\$707.09	\$1,414.26	\$1,838.46
0.12	\$971.52	\$1,943.13	\$2,525.97	\$1,110.81	\$2,221.71	\$2,888.12	\$696.48	\$1,393.05	\$1,810.86
0.16	\$950.29	\$1,900.69	\$2,470.78	\$1,089.58	\$2,179.27	\$2,832.93	\$675.25	\$1,350.61	\$1,755.67
0.20	\$929.05	\$1,858.26	\$2,415.59	\$1,068.34	\$2,136.84	\$2,777.74	\$654.01	\$1,308.18	\$1,700.48
0.24	\$907.82	\$1,815.83	\$2,360.40	\$1,047.11	\$2,094.41	\$2,722.55	\$632.78	\$1,265.75	\$1,645.29
0.28	\$886.59	\$1,773.40	\$2,305.21	\$1,025.88	\$2,051.98	\$2,667.36	\$611.55	\$1,223.32	\$1,590.10
0.30	\$875.98	\$1,752.18	\$2,277.61	\$1,015.27	\$2,030.76	\$2,639.76	\$600.94	\$1,202.10	\$1,562.50
0.32	\$865.36	\$1,730.97	\$2,250.01	\$1,004.65	\$2,009.55	\$2,612.16	\$590.32	\$1,180.89	\$1,534.90
0.36	\$844.13	\$1,688.54	\$2,194.82	\$983.42	\$1,967.12	\$2,556.97	\$569.09	\$1,138.46	\$1,479.71
0.40	\$822.90	\$1,646.10	\$2,139.63	\$962.19	\$1,924.68	\$2,501.78	\$547.86	\$1,096.02	\$1,424.52
0.44	\$801.67	\$1,603.67	\$2,084.44	\$940.96	\$1,882.25	\$2,446.59	\$526.63	\$1,053.59	\$1,369.33
0.48	\$780.44	\$1,561.24	\$2,029.25	\$919.73	\$1,839.82	\$2,391.40	\$505.40	\$1,011.16	\$1,314.14
0.50	\$769.82	\$1,540.03	\$2,001.65	\$909.11	\$1,818.61	\$2,363.80	\$494.78	\$989.95	\$1,286.54
0.52	\$759.20	\$1,518.81	\$1,974.05	\$898.49	\$1,797.39	\$2,336.20	\$484.16	\$968.73	\$1,258.94
0.56	\$737.97	\$1,476.38	\$1,918.86	\$877.26	\$1,754.96	\$2,281.01	\$462.93	\$926.30	\$1,203.75
0.60	\$716.74	\$1,433.95	\$1,863.67	\$856.03	\$1,712.53	\$2,225.82	\$441.70	\$883.87	\$1,148.56
0.64	\$695.51	\$1,391.51	\$1,808.48	\$834.80	\$1,670.09	\$2,170.63	\$420.47	\$841.43	\$1,093.37
0.68	\$674.28	\$1,349.08	\$1,753.28	\$813.57	\$1,627.66	\$2,115.43	\$399.24	\$799.00	\$1,038.17
0.70	\$663.66	\$1,327.87	\$1,725.69	\$802.95	\$1,606.45	\$2,087.84	\$388.62	\$777.79	\$1,010.58
0.72	\$653.05	\$1,306.65	\$1,698.09	\$792.34	\$1,585.23	\$2,060.24	\$378.01	\$756.57	\$982.98
0.76	\$631.82	\$1,264.22	\$1,642.90	\$771.11	\$1,542.80	\$2,005.05	\$356.78	\$714.14	\$927.79
0.80	\$610.59	\$1,221.79	\$1,587.71	\$749.88	\$1,500.37	\$1,949.86	\$335.55	\$671.71	\$872.60
0.84	\$589.35	\$1,179.36	\$1,532.52	\$728.64	\$1,457.94	\$1,894.67	\$314.31	\$629.28	\$817.41
0.88	\$568.12	\$1,136.92	\$1,477.32	\$707.41	\$1,415.50	\$1,839.47	\$293.08	\$586.84	\$762.21
0.90	\$557.51	\$1,115.71	\$1,449.73	\$696.80	\$1,394.29	\$1,811.88	\$282.47	\$565.63	\$734.62
0.92	\$546.89	\$1,094.49	\$1,422.13	\$686.18	\$1,373.07	\$1,784.28	\$271.85	\$544.41	\$707.02
0.96	\$525.66	\$1,052.06	\$1,366.94	\$664.95	\$1,330.64	\$1,729.09	\$250.62	\$501.98	\$651.83
<b>1.00</b>	<b>\$504.43</b>	<b>\$1,009.63</b>	<b>\$1,311.75</b>	<b>\$643.72</b>	<b>\$1,288.21</b>	<b>\$1,673.90</b>	<b>\$229.39</b>	<b>\$459.55</b>	<b>\$596.64</b>

Effective January 1, 2023

UPDATED 11/28/2022

**CERTIFICATED SALARIED EMPLOYEES - BFT 12-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

	PERS Platinum 12-MONTHLY			PERS Gold 12- MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
Employee Only	\$1,200.12			\$825.61		
Employee + 1	\$2,400.24			\$1,651.22		
Employee + 2/more	\$3,120.31			\$2,146.59		
<b>FTE</b>						
<b>Caps</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>	<b>\$530.78</b>	<b>\$1,060.79</b>	<b>\$1,379.80</b>
0.04	\$1,178.89	\$2,357.81	\$3,065.12	\$804.38	\$1,608.79	\$2,091.40
0.08	\$1,157.66	\$2,315.38	\$3,009.93	\$783.15	\$1,566.36	\$2,036.21
0.10	\$1,147.04	\$2,294.16	\$2,982.33	\$772.53	\$1,545.14	\$2,008.61
0.12	\$1,136.43	\$2,272.95	\$2,954.73	\$761.92	\$1,523.93	\$1,981.01
0.16	\$1,115.20	\$2,230.51	\$2,899.54	\$740.69	\$1,481.49	\$1,925.82
0.20	\$1,093.96	\$2,188.08	\$2,844.35	\$719.45	\$1,439.06	\$1,870.63
0.24	\$1,072.73	\$2,145.65	\$2,789.16	\$698.22	\$1,396.63	\$1,815.44
0.28	\$1,051.50	\$2,103.22	\$2,733.97	\$676.99	\$1,354.20	\$1,760.25
0.30	\$1,040.89	\$2,082.00	\$2,706.37	\$666.38	\$1,332.98	\$1,732.65
0.32	\$1,030.27	\$2,060.79	\$2,678.77	\$655.76	\$1,311.77	\$1,705.05
0.36	\$1,009.04	\$2,018.36	\$2,623.58	\$634.53	\$1,269.34	\$1,649.86
0.40	\$987.81	\$1,975.92	\$2,568.39	\$613.30	\$1,226.90	\$1,594.67
0.44	\$966.58	\$1,933.49	\$2,513.20	\$592.07	\$1,184.47	\$1,539.48
0.48	\$945.35	\$1,891.06	\$2,458.01	\$570.84	\$1,142.04	\$1,484.29
0.50	\$934.73	\$1,869.85	\$2,430.41	\$560.22	\$1,120.83	\$1,456.69
0.52	\$924.11	\$1,848.63	\$2,402.81	\$549.60	\$1,099.61	\$1,429.09
0.56	\$902.88	\$1,806.20	\$2,347.62	\$528.37	\$1,057.18	\$1,373.90
0.60	\$881.65	\$1,763.77	\$2,292.43	\$507.14	\$1,014.75	\$1,318.71
0.64	\$860.42	\$1,721.33	\$2,237.24	\$485.91	\$972.31	\$1,263.52
0.68	\$839.19	\$1,678.90	\$2,182.04	\$464.68	\$929.88	\$1,208.32
0.70	\$828.57	\$1,657.69	\$2,154.45	\$454.06	\$908.67	\$1,180.73
0.72	\$817.96	\$1,636.47	\$2,126.85	\$443.45	\$887.45	\$1,153.13
0.76	\$796.73	\$1,594.04	\$2,071.66	\$422.22	\$845.02	\$1,097.94
0.80	\$775.50	\$1,551.61	\$2,016.47	\$400.99	\$802.59	\$1,042.75
0.84	\$754.26	\$1,509.18	\$1,961.28	\$379.75	\$760.16	\$987.56
0.88	\$733.03	\$1,466.74	\$1,906.08	\$358.52	\$717.72	\$932.36
0.90	\$722.42	\$1,445.53	\$1,878.49	\$347.91	\$696.51	\$904.77
0.92	\$711.80	\$1,424.31	\$1,850.89	\$337.29	\$675.29	\$877.17
0.96	\$690.57	\$1,381.88	\$1,795.70	\$316.06	\$632.86	\$821.98
<b>1.00</b>	<b>\$669.34</b>	<b>\$1,339.45</b>	<b>\$1,740.51</b>	<b>\$294.83</b>	<b>\$590.43</b>	<b>\$766.79</b>

*Effective January 1, 2023*

*UPDATED 11/28/2022*

**CERTIFICATED SALARIED EMPLOYEES - BFT 12-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

	DELTA DENTAL 12-MONTHLY		VSP (Vision Plan) 12-MONTHLY (100% Employee Contribution)		
	Delta Care DHMO	PPO	Employee Only	Employee +1	Employee + 2/more
	Employee Only or Family	Employee Only or Family	Employee Only	Employee +1	Employee + 2/more
Employee Only	\$32.21	\$95.82	\$7.23	\$14.46	\$23.30
Employee + 1	\$32.21	\$95.82	\$7.23	\$14.46	\$23.30
Employee + 2/more	\$32.21	\$95.82	\$7.23	\$14.46	\$23.30
<b>FTE</b>	<b>Employee Only or Family</b>	<b>Employee Only or Family</b>	<b>Employee Only</b>	<b>Employee +1</b>	<b>Employee + 2/more</b>
<b>Caps</b>	<b>\$66.15</b>	<b>\$66.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
0.04	\$29.56	\$93.17	\$7.23	\$14.46	\$23.30
0.08	\$26.92	\$90.53	\$7.23	\$14.46	\$23.30
0.10	\$25.60	\$89.21	\$7.23	\$14.46	\$23.30
0.12	\$24.27	\$87.88	\$7.23	\$14.46	\$23.30
0.16	\$21.63	\$85.24	\$7.23	\$14.46	\$23.30
0.20	\$18.98	\$82.59	\$7.23	\$14.46	\$23.30
0.24	\$16.33	\$79.94	\$7.23	\$14.46	\$23.30
0.28	\$13.69	\$77.30	\$7.23	\$14.46	\$23.30
0.30	\$12.37	\$75.98	\$7.23	\$14.46	\$23.30
0.32	\$11.04	\$74.65	\$7.23	\$14.46	\$23.30
0.36	\$8.40	\$72.01	\$7.23	\$14.46	\$23.30
0.40	\$5.75	\$69.36	\$7.23	\$14.46	\$23.30
0.44	\$3.10	\$66.71	\$7.23	\$14.46	\$23.30
0.48	\$0.46	\$64.07	\$7.23	\$14.46	\$23.30
0.50	\$0.00	\$62.75	\$7.23	\$14.46	\$23.30
0.52	\$0.00	\$61.42	\$7.23	\$14.46	\$23.30
0.56	\$0.00	\$58.78	\$7.23	\$14.46	\$23.30
0.60	\$0.00	\$56.13	\$7.23	\$14.46	\$23.30
0.64	\$0.00	\$53.48	\$7.23	\$14.46	\$23.30
0.68	\$0.00	\$50.84	\$7.23	\$14.46	\$23.30
0.70	\$0.00	\$49.52	\$7.23	\$14.46	\$23.30
0.72	\$0.00	\$48.19	\$7.23	\$14.46	\$23.30
0.76	\$0.00	\$45.55	\$7.23	\$14.46	\$23.30
0.80	\$0.00	\$42.90	\$7.23	\$14.46	\$23.30
0.84	\$0.00	\$40.25	\$7.23	\$14.46	\$23.30
0.88	\$0.00	\$37.61	\$7.23	\$14.46	\$23.30
0.90	\$0.00	\$36.29	\$7.23	\$14.46	\$23.30
0.92	\$0.00	\$34.96	\$7.23	\$14.46	\$23.30
0.96	\$0.00	\$32.32	\$7.23	\$14.46	\$23.30
<b>1.00</b>	<b>\$0.00</b>	<b>\$29.67</b>	<b>\$7.23</b>	<b>\$14.46</b>	<b>\$23.30</b>

**Effective January 1, 2023**

**UPDATED 11/28/2022**

**CERTIFICATED SALARIED EMPLOYEES - BFT 11-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

Employee Only Employee + 1 Employee + 2/more	Kaiser 11-MONTHLY			Anthem HMO Select 11-MONTHLY			Anthem HMO Traditional 11-MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
<b>FTE</b>									
<b>Caps</b>	<b>\$579.03</b>	<b>\$1,157.23</b>	<b>\$1,505.24</b>	<b>\$579.03</b>	<b>\$1,157.23</b>	<b>\$1,505.24</b>	<b>\$579.03</b>	<b>\$1,157.23</b>	<b>\$1,505.24</b>
0.04	\$973.65	\$1,947.33	\$2,531.48	\$1,208.29	\$2,416.61	\$3,141.56	\$1,297.61	\$2,595.26	\$3,373.81
0.08	\$950.48	\$1,901.04	\$2,471.28	\$1,185.13	\$2,370.32	\$3,081.36	\$1,274.45	\$2,548.97	\$3,313.60
0.10	\$938.90	\$1,877.89	\$2,441.17	\$1,173.55	\$2,347.18	\$3,051.25	\$1,262.87	\$2,525.83	\$3,283.49
0.12	\$927.32	\$1,854.75	\$2,411.07	\$1,161.97	\$2,324.03	\$3,021.15	\$1,251.29	\$2,502.68	\$3,253.39
0.16	\$904.16	\$1,808.46	\$2,350.86	\$1,138.81	\$2,277.75	\$2,960.94	\$1,228.13	\$2,456.39	\$3,193.18
0.20	\$881.00	\$1,762.17	\$2,290.65	\$1,115.64	\$2,231.46	\$2,900.73	\$1,204.97	\$2,410.10	\$3,132.97
0.24	\$857.84	\$1,715.88	\$2,230.44	\$1,092.48	\$2,185.17	\$2,840.52	\$1,181.81	\$2,363.81	\$3,072.76
0.28	\$834.68	\$1,669.59	\$2,170.23	\$1,069.32	\$2,138.88	\$2,780.31	\$1,158.65	\$2,317.52	\$3,012.55
0.30	\$823.10	\$1,646.45	\$2,140.12	\$1,057.74	\$2,115.73	\$2,750.20	\$1,147.07	\$2,294.38	\$2,982.45
0.32	\$811.52	\$1,623.30	\$2,110.02	\$1,046.16	\$2,092.59	\$2,720.10	\$1,135.48	\$2,271.24	\$2,952.34
0.36	\$788.36	\$1,577.01	\$2,049.81	\$1,023.00	\$2,046.30	\$2,659.89	\$1,112.32	\$2,224.95	\$2,892.13
0.40	\$765.20	\$1,530.72	\$1,989.60	\$999.84	\$2,000.01	\$2,599.68	\$1,089.16	\$2,178.66	\$2,831.92
0.44	\$742.03	\$1,484.43	\$1,929.39	\$976.68	\$1,953.72	\$2,539.47	\$1,066.00	\$2,132.37	\$2,771.71
0.48	\$718.87	\$1,438.14	\$1,869.18	\$953.52	\$1,907.43	\$2,479.26	\$1,042.84	\$2,086.08	\$2,711.50
0.50	\$707.29	\$1,415.00	\$1,839.07	\$941.94	\$1,884.29	\$2,449.15	\$1,031.26	\$2,062.93	\$2,681.40
0.52	\$695.71	\$1,391.85	\$1,808.97	\$930.36	\$1,861.14	\$2,419.05	\$1,019.68	\$2,039.79	\$2,651.29
0.56	\$672.55	\$1,345.57	\$1,748.76	\$907.19	\$1,814.85	\$2,358.84	\$996.52	\$1,993.50	\$2,591.08
0.60	\$649.39	\$1,299.28	\$1,688.55	\$884.03	\$1,768.56	\$2,298.63	\$973.36	\$1,947.21	\$2,530.87
0.64	\$626.23	\$1,252.99	\$1,628.34	\$860.87	\$1,722.27	\$2,238.42	\$950.20	\$1,900.92	\$2,470.66
0.68	\$603.07	\$1,206.70	\$1,568.13	\$837.71	\$1,675.99	\$2,178.21	\$927.03	\$1,854.63	\$2,410.45
0.70	\$591.49	\$1,183.55	\$1,538.03	\$826.13	\$1,652.84	\$2,148.11	\$915.45	\$1,831.49	\$2,380.35
0.72	\$579.91	\$1,160.41	\$1,507.92	\$814.55	\$1,629.70	\$2,118.00	\$903.87	\$1,808.34	\$2,350.25
0.76	\$556.74	\$1,114.12	\$1,447.71	\$791.39	\$1,583.41	\$2,057.79	\$880.71	\$1,762.05	\$2,290.04
0.80	\$533.58	\$1,067.83	\$1,387.50	\$768.23	\$1,537.12	\$1,997.58	\$857.55	\$1,715.77	\$2,229.83
0.84	\$510.42	\$1,021.54	\$1,327.29	\$745.07	\$1,490.83	\$1,937.37	\$834.39	\$1,669.48	\$2,169.62
0.88	\$487.26	\$975.25	\$1,267.08	\$721.90	\$1,444.54	\$1,877.16	\$811.23	\$1,623.19	\$2,109.41
0.90	\$475.68	\$952.11	\$1,236.98	\$710.32	\$1,421.39	\$1,847.06	\$799.65	\$1,600.04	\$2,079.30
0.92	\$464.10	\$928.96	\$1,206.87	\$698.74	\$1,398.25	\$1,816.95	\$788.07	\$1,576.90	\$2,049.20
0.96	\$440.94	\$882.67	\$1,146.66	\$675.58	\$1,351.96	\$1,756.74	\$764.91	\$1,530.61	\$1,988.99
<b>1.00</b>	<b>\$417.78</b>	<b>\$836.38</b>	<b>\$1,086.45</b>	<b>\$652.42</b>	<b>\$1,305.67</b>	<b>\$1,696.53</b>	<b>\$741.74</b>	<b>\$1,484.32</b>	<b>\$1,928.78</b>

**Effective January 1, 2023**

**UPDATED 11/28/2022**

**CERTIFICATED SALARIED EMPLOYEES - BFT 11-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

Employee Only Employee + 1 Employee + 2/more	Blue Shield Access + 11-MONTHLY			Health Net SmartCare HMO 11- MONTHLY			Western Health Advantage HMO 11-MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
	\$1,129.32	\$1,157.23	\$1,505.24	\$579.03	\$1,157.23	\$1,505.24	\$579.03	\$1,157.23	\$1,505.24
	\$2,258.64	\$2,258.64	\$2,876.03	\$2,539.38	\$2,516.26	\$3,271.10	\$806.12	\$1,612.26	\$2,095.91
	\$2,936.24	\$2,258.64	\$2,815.82	\$2,516.22	\$2,469.97	\$3,210.89	\$782.95	\$1,565.97	\$2,035.70
		\$2,258.64	\$2,785.71	\$2,504.64	\$2,446.82	\$3,180.79	\$771.37	\$1,542.83	\$2,005.59
		\$2,258.64	\$2,755.61	\$2,493.06	\$2,423.68	\$3,150.68	\$759.79	\$1,519.69	\$1,975.49
		\$2,258.64	\$2,695.40	\$2,469.90	\$2,377.39	\$3,090.47	\$736.63	\$1,473.40	\$1,915.28
		\$2,258.64	\$2,635.19	\$2,446.74	\$2,331.10	\$3,030.26	\$713.47	\$1,427.11	\$1,855.07
		\$2,258.64	\$2,574.98	\$2,423.58	\$2,284.81	\$2,970.05	\$690.31	\$1,380.82	\$1,794.86
		\$2,258.64	\$2,514.77	\$2,400.42	\$2,238.52	\$2,909.84	\$667.15	\$1,334.53	\$1,734.65
		\$2,258.64	\$2,484.66	\$2,388.84	\$2,215.38	\$2,879.74	\$655.57	\$1,311.38	\$1,704.54
		\$2,258.64	\$2,454.56	\$2,377.26	\$2,192.23	\$2,849.63	\$643.99	\$1,288.24	\$1,674.44
		\$2,258.64	\$2,394.35	\$2,354.09	\$2,145.94	\$2,789.42	\$620.83	\$1,241.95	\$1,614.23
		\$2,258.64	\$2,334.14	\$2,330.93	\$2,099.65	\$2,729.21	\$597.66	\$1,195.66	\$1,554.02
		\$2,258.64	\$2,273.93	\$2,307.77	\$2,053.36	\$2,669.00	\$574.50	\$1,149.37	\$1,493.81
		\$2,258.64	\$2,213.72	\$2,284.61	\$2,007.08	\$2,608.79	\$551.34	\$1,103.08	\$1,433.60
		\$2,258.64	\$2,183.62	\$2,273.03	\$1,983.93	\$2,578.69	\$539.76	\$1,079.94	\$1,403.50
		\$2,258.64	\$2,153.51	\$2,261.45	\$1,960.79	\$2,548.58	\$528.18	\$1,056.79	\$1,373.39
		\$2,258.64	\$2,093.30	\$2,238.29	\$1,914.50	\$2,488.37	\$505.02	\$1,010.50	\$1,313.18
		\$2,258.64	\$2,033.09	\$2,215.13	\$1,868.21	\$2,428.17	\$481.86	\$964.21	\$1,252.97
		\$2,258.64	\$1,972.88	\$2,191.97	\$1,821.92	\$2,367.96	\$458.70	\$917.93	\$1,192.76
		\$2,258.64	\$1,912.67	\$2,168.81	\$1,775.63	\$2,307.75	\$435.54	\$871.64	\$1,132.55
		\$2,258.64	\$1,882.57	\$2,157.22	\$1,752.48	\$2,277.64	\$423.96	\$848.49	\$1,102.45
		\$2,258.64	\$1,852.46	\$2,145.64	\$1,729.34	\$2,247.54	\$412.37	\$825.35	\$1,072.34
		\$2,258.64	\$1,792.25	\$2,122.48	\$1,683.05	\$2,187.33	\$389.21	\$779.06	\$1,012.13
		\$2,258.64	\$1,732.04	\$2,099.32	\$1,636.76	\$2,127.12	\$366.05	\$732.77	\$951.92
		\$2,258.64	\$1,671.83	\$2,076.16	\$1,590.47	\$2,066.91	\$342.89	\$686.48	\$891.71
		\$2,258.64	\$1,611.63	\$2,053.00	\$1,544.18	\$2,006.70	\$319.73	\$640.19	\$831.51
		\$2,258.64	\$1,581.52	\$2,041.42	\$1,521.04	\$1,976.59	\$308.15	\$617.05	\$801.40
		\$2,258.64	\$1,551.42	\$2,029.84	\$1,497.89	\$1,946.49	\$296.57	\$593.90	\$771.30
		\$2,258.64	\$1,491.21	\$2,006.68	\$1,451.60	\$1,886.28	\$273.41	\$547.61	\$711.09
<b>1.00</b>	<b>\$550.29</b>	<b>\$2,258.64</b>	<b>\$1,431.00</b>	<b>\$1,983.52</b>	<b>\$1,405.32</b>	<b>\$1,826.07</b>	<b>\$250.25</b>	<b>\$501.32</b>	<b>\$650.88</b>

Effective January 1, 2023

UPDATED 11/28/2022

**CERTIFICATED SALARIED EMPLOYEES - BFT 11-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

Employee Only Employee + 1 Employee + 2/more	PERS Platinum 11-MONTHLY			PERS Gold 11-MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
	\$1,309.22	\$1,157.23	\$1,505.24	\$579.03	\$1,157.23	\$1,505.24
	\$2,618.44	\$2,572.15	\$3,343.76	\$877.50	\$1,755.04	\$2,281.52
	\$3,403.97	\$2,525.87	\$3,283.56	\$854.34	\$1,708.75	\$2,221.32
		\$2,502.72	\$3,253.45	\$842.76	\$1,685.61	\$2,191.21
		\$2,479.58	\$3,223.35	\$831.18	\$1,662.46	\$2,161.11
		\$2,433.29	\$3,163.14	\$808.02	\$1,616.17	\$2,100.90
		\$2,387.00	\$3,102.93	\$784.86	\$1,569.88	\$2,040.69
		\$2,340.71	\$3,042.72	\$761.70	\$1,523.60	\$1,980.48
		\$2,294.42	\$2,982.51	\$738.54	\$1,477.31	\$1,920.27
		\$2,271.27	\$2,952.40	\$726.96	\$1,454.16	\$1,890.16
		\$2,248.13	\$2,922.30	\$715.38	\$1,431.02	\$1,860.06
		\$2,201.84	\$2,862.09	\$692.21	\$1,384.73	\$1,799.85
		\$2,155.55	\$2,801.88	\$669.05	\$1,338.44	\$1,739.64
		\$2,109.26	\$2,741.67	\$645.89	\$1,292.15	\$1,679.43
		\$2,062.97	\$2,681.46	\$622.73	\$1,245.86	\$1,619.22
		\$2,039.83	\$2,651.35	\$611.15	\$1,222.72	\$1,589.11
		\$2,016.68	\$2,621.25	\$599.57	\$1,199.57	\$1,559.01
		\$1,970.39	\$2,561.04	\$576.41	\$1,153.28	\$1,498.80
		\$1,924.11	\$2,500.83	\$553.25	\$1,106.99	\$1,438.59
		\$1,877.82	\$2,440.62	\$530.09	\$1,060.70	\$1,378.38
		\$1,831.53	\$2,380.41	\$506.93	\$1,014.41	\$1,318.17
		\$1,808.38	\$2,350.31	\$495.34	\$991.27	\$1,288.07
		\$1,785.24	\$2,320.20	\$483.76	\$968.13	\$1,257.96
		\$1,738.95	\$2,259.99	\$460.60	\$921.84	\$1,197.75
		\$1,692.66	\$2,199.78	\$437.44	\$875.55	\$1,137.54
		\$1,646.37	\$2,139.57	\$414.28	\$829.26	\$1,077.33
		\$1,600.08	\$2,079.36	\$391.12	\$782.97	\$1,017.12
		\$1,576.94	\$2,049.26	\$379.54	\$759.82	\$987.02
		\$1,553.79	\$2,019.15	\$367.96	\$736.68	\$956.91
		\$1,507.50	\$1,958.94	\$344.80	\$690.39	\$896.70
		<b>\$730.19</b>	<b>\$1,461.21</b>	<b>\$321.64</b>	<b>\$644.10</b>	<b>\$836.49</b>

**Effective January 1, 2023**

**UPDATED 11/28/2022**



**CERTIFICATED SALARIED EMPLOYEES - BFT 11-MONTH**

**K-12 TEACHERS**

**AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY**

	DELTA DENTAL 11-MONTHLY			VSP (Vision Plan) 11-MONTHLY (100% Employee Contribution)		
	Delta Care		PPO	Employee Only	Employee +1	Employee + 2/more
	DHMO					
Employee Only	\$35.14	\$104.53		\$7.89	\$15.77	\$25.42
Employee + 1	\$35.14	\$104.53		\$15.77	\$15.77	\$25.42
Employee + 2/more	\$35.14	\$104.53		\$15.77	\$15.77	\$25.42
<b>FTE</b>	<b>Employee Only or Family</b>	<b>Employee Only or Family</b>	<b>Employee Only or Family</b>	<b>Employee Only</b>	<b>Employee +1</b>	<b>Employee + 2/more</b>
<b>Caps</b>	<b>\$72.16</b>	<b>\$72.16</b>	<b>\$72.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
0.04	\$32.25	\$101.64		\$7.89	\$15.77	\$25.42
0.08	\$29.37	\$98.76		\$7.89	\$15.77	\$25.42
0.10	\$27.92	\$97.31		\$7.89	\$15.77	\$25.42
0.12	\$26.48	\$95.87		\$7.89	\$15.77	\$25.42
0.16	\$23.59	\$92.98		\$7.89	\$15.77	\$25.42
0.20	\$20.71	\$90.10		\$7.89	\$15.77	\$25.42
0.24	\$17.82	\$87.21		\$7.89	\$15.77	\$25.42
0.28	\$14.93	\$84.33		\$7.89	\$15.77	\$25.42
0.30	\$13.49	\$82.88		\$7.89	\$15.77	\$25.42
0.32	\$12.05	\$81.44		\$7.89	\$15.77	\$25.42
0.36	\$9.16	\$78.55		\$7.89	\$15.77	\$25.42
0.40	\$6.27	\$75.67		\$7.89	\$15.77	\$25.42
0.44	\$3.39	\$72.78		\$7.89	\$15.77	\$25.42
0.48	\$0.50	\$69.89		\$7.89	\$15.77	\$25.42
0.50	\$0.00	\$68.45		\$7.89	\$15.77	\$25.42
0.52	\$0.00	\$67.01		\$7.89	\$15.77	\$25.42
0.56	\$0.00	\$64.12		\$7.89	\$15.77	\$25.42
0.60	\$0.00	\$61.23		\$7.89	\$15.77	\$25.42
0.64	\$0.00	\$58.35		\$7.89	\$15.77	\$25.42
0.68	\$0.00	\$55.46		\$7.89	\$15.77	\$25.42
0.70	\$0.00	\$54.02		\$7.89	\$15.77	\$25.42
0.72	\$0.00	\$52.57		\$7.89	\$15.77	\$25.42
0.76	\$0.00	\$49.69		\$7.89	\$15.77	\$25.42
0.80	\$0.00	\$46.80		\$7.89	\$15.77	\$25.42
0.84	\$0.00	\$43.91		\$7.89	\$15.77	\$25.42
0.88	\$0.00	\$41.03		\$7.89	\$15.77	\$25.42
0.90	\$0.00	\$39.58		\$7.89	\$15.77	\$25.42
0.92	\$0.00	\$38.14		\$7.89	\$15.77	\$25.42
0.96	\$0.00	\$35.25		\$7.89	\$15.77	\$25.42
<b>1.00</b>	<b>\$0.00</b>	<b>\$32.37</b>		<b>\$7.89</b>	<b>\$15.77</b>	<b>\$25.42</b>

Effective January 1, 2023

UPDATED 11/28/2022



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

**Compensation for Conducting Professional Development**

The following agreement will establish standardized compensation for non-TSA BFT members planning and conducting workshops, in-services, or other professional development activities.

The agreement would pertain to districtwide staff development days, and any other professional development activity planned and conducted by a BFT member and provide to other BFT members outside of their own site as long as it is authorized by a Director of Educational Services or a Human Resources administrator.

This agreement would be effective as of October 11, 2005, and will continue in effect for future school years unless either party wishes to re-open it annually for negotiations.

BFT members included in this agreement would be compensated based on the following schedule:

Number of hours of the workshop other activity	and	Number of hours paid for planning and preparation at the Curriculum Development rate
.25 – 1.00 hour		Two          2 hours
1.25 – 2.00 hours		Three        3 hours
2.25 – 4.00 hours		Four         4 hours

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

5/21/21  
Date

5/21/21  
Date



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

**Desired Results Development Profile (DRDP) Activities Completed by  
Part-Day State Preschool Teachers (RELEASE DAYS)**

The Berkeley Unified School District (BUSD) and the Berkeley Federation of Teachers (BFT) have agreed to the following provisions for Part-Day State Preschool Teachers who participate in Desired Results Development Profile (DRDP):

Teachers shall be granted six (6) days per school year for DRDP activities:  
Three (3) days in the fall semester and three (3) in the spring semester.

The November Professional Day when Preschool when students do not attend school shall be one of the six (6) days to be dedicated for DRDP activities.

The other five (5) days shall be pre-approval by the Preschool Principal.

For BFT:

Cathy Campbell  
C. Campbell, President

7/15/15  
Date

For BUSD:

D. Ruiz  
D. Ruiz, Assistant Superintendent, HR

07/15/15  
Date



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

**Compensation for AP, IB and AVID Summer Trainings**

The Berkeley Unified School District (BUSD) and the Berkeley Federation of Teachers (BFT) have agreed that BFT members who attend AP, IB or AVID trainings at the request of a BUSD administrator will be compensated at a rate of \$150.00 per day for trainings occurring in the summer of 2015. Going forward, these trainings will be paid at the agreed upon daily rate for professional development for the applicable summer.

BUSD will pay for travel, with employees reimbursed for mileage at the current federal reimbursement rate.

For BFT:

  
Cathy Campbell, President

Date: 7/22/15

For BUSD:

  
Delia Ruiz, Assistant Superintendent

Date: 07/22/15





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

**Subject: Compensation for AVID Teachers and AVID Site Coordinators for AVID Activities**

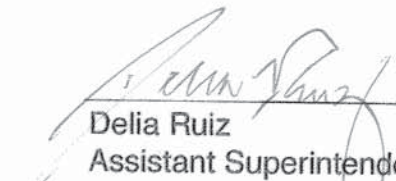
The Berkeley Unified School District and the Berkeley Federation of Teachers have agreed that BUSD compensate AVID Teachers and AVID Site Coordinators who are BFT members in the following ways:

- 1) Starting with the 2010-2011 school year, the District will compensate AVID Teachers for up to 65 hours of work per year at the curriculum development rate for the first AVID section they teach.
- 2) Starting with the 2010-2011 school year, the District will compensate AVID Teachers for up to 49 hours of work per year at the curriculum development rate for any additional AVID section they teach.
- 3) Starting with the 2010-2011 school year, the District will compensate AVID Site Coordinators who are BFT members for up to 20 hours of work per year at the curriculum development rate. Principals will select the AVID Site Coordinator.
- 4) The District will compensate any BFT member who attends an AVID summer training at the request of a BUSD administrator at the rate of \$100.00 per day.
- 5) All time sheets related to AVID Teacher or Site Coordinator duties will be processed in a timely fashion.

This MOU will be effective as of July 1, 2010 and will be incorporated into future contracts unless both parties agree to change these terms.

  
\_\_\_\_\_  
Cathy Campbell  
President, BFT

Date 6/29/11

  
\_\_\_\_\_  
Delia Ruiz  
Assistant Superintendent, BUSD

Date 07/05/11



Berkeley Unified School District					Human Resources Department			K-12 Calendar 2022-2023		
Board Approved 2/2/22										
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-5 Minimum Day			
	29	30	31			8/16-8/17	TK-5 Minimum Day	13	16	16
SEPT 2022				1	2	8/25	Elementary Back to School Night			
						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
NOV 2022		1	2	3	4	10/28	Secondary Break, Elementary Conference Day (No school for students)			
	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			11/23-11/25	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	5					
	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*	2	2	2
	26	27	28	29	30					
*Certificated and Classified Staff **Certificated Staff ***12 Month Classified Staff #Selected Classified Employees ~Subject to change Total Days								180	185	184
Secondary										
1st Q 39 days (August 15 - October 7)										
2nd Q 42 days (October 10 - December 16)										
1st Semester 81 days (August 15 - December 16)										
3rd Q 46 days (January 2 - March 10)										
4th Q 53 days (March 13 - June 3)										
2nd Semester 99 days (January 3 - June 5)										
Elementary										
1st Trimester 44 days (August 15 - October 14)										
2nd Trimester 65 days (October 18 - February 10)										
3rd Trimester 71 days (February 13 - June 3)										



Berkeley Unified School District							Human Resources Department				
5/18/22							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)				
	15	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)				
	31								19	21	
<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 Years' 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						
	30	31							20	20	
<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*				
	27	28							18	18	
<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



BERKELEY ADULT SCHOOL ACADEMIC DEPARTMENT  
 COURSE NAMES AND SUBJECT AREAS THAT EACH COURSE ENCOMPASSES

	SUBJECT AREAS									
	ABE	Life Skills	English	Math	Science	Social Studies				
CURRENT COURSE NAMES↓										
ABE	X		X	X						
Basic English Review			X							
English Forum			X							
GED	X		X	X	X	X				
Independent Studies	X		X	X	X	X				
Life Skills		X								
Math Forum				X						
Science Forum					X					
Social Science Forum						X				









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.***

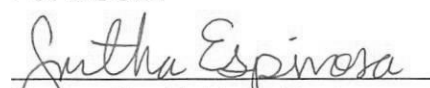
*14.7.1 New Career and Technical Education (CTE) teachers hired by the District shall be given year for year credit for all comparable teaching experience and thereafter progress according to the salary schedule.*

For BFT:



Matthew Meyer, President

For BUSD:



Samantha Tobias -Espinosa  
Assistant Superintendent

Date:

*2/26/20*

Date:

*2/26/20*



MEMORANDUM OF AGREEMENT  
HEALTH BENEFIT VESTING

This bilateral Agreement made and entered into this day August 15, 2016 by and between the parties: Berkeley Unified School District (BUSD) and The Berkeley Federation of Teachers (BFT)

Effective on the day of ratification, any bargaining unit member who has been employed 40 years or more of creditable service with the District shall be entitled upon retirement to the minimum health employer contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA).

Only employees retiring on or after January 1, 2017 shall be subject to the years of service criteria defined in this agreement.

All members who have retired before the effective date of this memorandum are eligible for the minimum health employer contribution.

In order to receive the employer's contribution payable for post-retirement health benefits, annuitants who retire for disability must meet the credited years of service requirements set forth above.

Nothing in this Memorandum effects or requires a change to BUSD health benefits contribution to active employees and early retirees as defined in the BFT collective bargaining agreement.

This Memorandum shall apply only if the District elects to participate in the CalPERS program and if the CalPERS program continues to mandate the vesting requirements herein.

Agreed to:

District Signature: [Signature]  
 Title: Assistant Superintendent  
 Bargaining Unit Signature: [Signature]  
 Title: President  
 Date: 8/16/16



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

**Subject: Part-Time Teachers at Full Day Scoring Days**

The Berkeley Unified School District and the Berkeley Federation of Teachers have agreed on the following:

1. Part-time teachers that attend full day scoring days for math, English language arts or science shall submit a time sheet for hour in attendance beyond their part-time status.
2. Part-time teachers will be paid for this extra work at the per diem rate.

For BFT:

  
\_\_\_\_\_  
Cathy Campbell, President

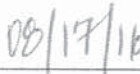
Date

  
\_\_\_\_\_  
8/17/16

For BUSD:

  
\_\_\_\_\_  
Delia Ruiz, Assistant Superintendent

Date

  
\_\_\_\_\_  
08/17/16





Memorandum of Understanding  
between  
the Berkeley Unified School District  
and  
the Berkeley Federation of Teachers  
05.04.16 dr v3

**Bilingual Stipend Proposal – School Psychologists and Behaviorists**

The Berkeley Unified School District (“District”) and the Berkeley Federation of Teachers (“BFT”) recognize the importance of retaining highly qualified employees. The parties also endeavor to provide the best education possible to students by ensuring that we address linguistic needs of students and families whose home language is not English.

To that end, the parties agree to provide a Bilingual Stipend to School Psychologists as follows:

**Definition of bilingual assessment:**

According to the National Association of School Psychologists (NASP), bilingual assessment requires fluency in a language (other than English), cultural competence in practice domains, training on theories of second language acquisition and the process of acculturation, and knowledge of how language acquisition and acculturation impact the learning process. Bilingual evaluation can involve direct assessment; consultation with families, teachers and other school staff; intervention planning and delivery; and counseling. In practice, bilingual school psychologists are often called upon to act as liaisons for limited or non-English speaking families at their school sites as they navigate complex and sometimes unfamiliar educational systems.

In addition to assessment tasks, bilingual school psychologists and behaviorists may describe school intervention programs and/or available special education supports, spend considerable time in meetings acting as a translator, and facilitate meetings between families and other school staff by making phone calls or speaking to families in person.

**Proposal for hiring practice:**

- A BUSD bilingual school psychologist or behaviorist will participate on the hiring committee whenever there is a bilingual candidate to interview.
- Bilingual candidates will have to submit a de-identified bilingual psychoeducational or other report (behavior plan, functional behavior analysis, etc.) and at least two references familiar with their proficiency in bilingual practices during the application process (in addition to all other required materials).
- During the interview, the candidate will be asked to explain their evaluation findings in Spanish as if they were explaining the results to an IEP team (including parents, teachers, and administrators). The BUSD bilingual school psychologist or behaviorist, and possibly other bilingual panel members, will rate the candidate’s oral language proficiency on a rubric.
- During the interview, the candidate will be given a sample note from a parent, written in Spanish. The candidate will be asked to review the letter and verbally respond to the parent. The BUSD bilingual school psychologist or behaviorist, and possibly other bilingual panel members, will rate the candidate’s oral proficiency on this on a rubric.

- The candidate's two references will be contacted and asked to provide information about the candidate's ability to conduct bilingual evaluations, along with other information. Answers will be recorded.
- If the candidate is hired, the rubrics, reference notes, and de-identified report can go into his/her personnel file to certify their proficiency in bilingual assessment and eligibility to receive the bilingual stipend.

**Rationale**

Review of the psychoeducational or other evaluation report will allow the hiring committee to ensure the candidate has conducted bilingual assessments and determine whether the candidate is familiar with bilingual assessment best practices. Listening to the candidate explain their evaluation findings and respond to a parent/guardian will allow the hiring committee to evaluate the candidate's oral language proficiency, their ability to explain findings in a clear and succinct manner, and observe how they interact with a parent/family. Rating the candidate's oral language ability on a rubric will allow the hiring committee to standardize its evaluation of potential bilingual candidates to ensure proficiency and yield documentation that can be included in the personnel file. Contacting candidate's references will allow the committee to gather further information about bilingual ability as well as yield documentation that can be included in the personnel file.

**Proposal for process to ensure current BUSD bilingual school psychologists and behaviorists who did not take a District-administered language proficiency exam upon hire are eligible for the bilingual assessment stipend:**

- A bilingual District Human Resources representative, Special Education Director or Program Supervisor/Manager WILL BE invited to attend an IEP team or other meeting where the bilingual school psychologist or behaviorist is presenting results from a bilingual assessment (with prior consent from the family and the understanding that the District representative is there only in an observational capacity). The District representative can observe the bilingual school psychologist or behaviorist, review the evaluation report, and rate their language proficiency on a rubric to certify their ability to conduct bilingual assessment and eligibility for the bilingual stipend. This rubric can be included in the bilingual school psychologist or behaviorist's personnel file as documentation of proficiency in bilingual assessment.

Attachment: Rubric

For BFT:

  
Cathy Campbell, President

Date: 5/5/16

For the District:

  
Delia Ruiz, Assistant Superintendent

Date: 05/05/16

**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 2022 - 2023.

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

\$120,000

Scenario 1 12,080

Scenario 2 78,680

Scenario 3.1 28,880

Scenario 3.2 74,480

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:4/28/23

For the District:

Samantha Tobias-Espinosa, Assistant Superintendent

Date:

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

**Compensation for Hourly Teachers Instructing Students during Extended Suspension  
(AR BP 5144.3)**

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

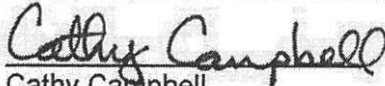
Any BFT teacher or substitute teacher assigned to this hourly position would receive the hourly rate of the highest pay rate on the Independent Study hourly teacher pay rate scale for both instruction and preparation (Appendix 12 BFT/BUSD Contract). One hour of preparation per week per subject which will be paid at the same rate as the instruction. (\$43.57 per hour in 2017-2018)

For each subject taught to the student 30 minutes of instruction in three or more classes per week. The student will be assigned five hours of homework for that subject to be completed independently. The teacher will attempt to access instructional materials and assignments from each regular classroom teacher.

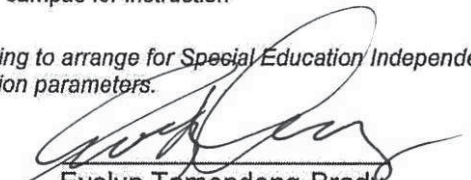
The position would be offered to student's current classroom teacher(s), and then offered to any BUSD hourly teachers, including Berkeley Independent Study teachers and Berkeley Adult School teachers. Finally, substitute teachers with a valid California teaching credential would be offered the position.

The goal: Students receive instruction while serving extended suspensions as per AR BP 5144.3  
Student Services will arrange with the teacher and family to meet off campus for instruction\*

*\*If a student has an IEP the IEP team would have a placement meeting to arrange for Special Education Independent Study (SIEP). The IEP would determine the time, place, and instruction parameters.*

  
Cathy Campbell  
President, BFT

Date 3/1/18

  
Evelyn Tamondong-Brady  
Assistant Superintendent, BUSD

Date 3/1/18

**Berkeley USD Administrative Regulation AR BP 5144.3 Students  
Expulsions: Instruction during extended suspension**

Pursuant to Board Policy, the District shall ensure that any accused student whose suspension is extended pending an expulsion hearing is provided instruction during the period of extended suspension.

In order to effectuate this policy, the Superintendent or designee shall ensure that procedures are in place to provide appropriate instruction for students serving extended suspensions. The instruction shall be comparable to the instruction received in Berkeley Independent Study, and/or the Special Education Independent Program (SEIP).

All instruction and related services for students with disabilities shall continue during extended suspension, in accordance with state and federal law.



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

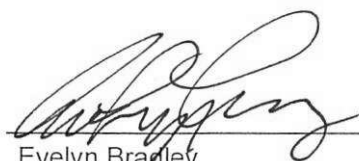
Subject: BHS Universal 9<sup>th</sup> Grade Program Implementation

The Berkeley Unified School District and the Berkeley Federation of Teachers (BFT) have agreed to the following with regard to implementation of the Universal 9<sup>th</sup> Grade Program at BHS:

1. All LEAP (Learn, Engage, Accelerate, Persist) classes will have a class size maximum of twelve (12) students.
2. All U9 teachers will have four core classes, and one LEAP class OR push in support to a different U9 hive, except in cases of mutual agreement.
3. All teachers assigned to the U9 program will have the option to be reassigned to non-U9 assignments at their request after two years of being assigned to the U9 program. (Teachers can be reassigned at any time at the discretion of the administrator.)
4. Hive Leaders will serve one-year terms. Each spring the opportunity will be provided to all U9 teachers to express interest in being the Hive Leader for the following year. These positions will be posted each spring to all teachers who will be assigned to the U9 for the following year.
5. Duties of the Hive Leader will include:
  - Monday PD planning duties for both Hive and Subject Matter meetings
  - Meeting regularly with the Universal 9<sup>th</sup> Grade Teacher Leader (twice per month, after school)
  - Being the liaison to the Intervention Team, and maintaining the Hive's Intervention Spreadsheet
  - Creating and coordinating parent communications for the Hive
  - Orienting new students and families
  - Other duties as assigned

  
 Cathy Campbell  
 President, BFT

Date 6/10/19

  
 Evelyn Bradley  
 Assistant Superintendent, BUSD

Date 6/10/19





**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:**

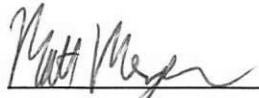
The instructional week is 35.8 hours which is 7 hours and 10 minutes per day. Because of the flexibility necessary for BIS schedules, hours will be calculated on a weekly basis. The attached chart shows the duty day and preparation time for each FTE which includes a one half hour duty free lunch on each 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.

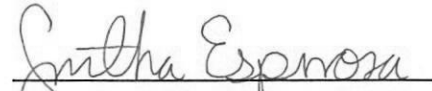
**Professional Development:**

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

  
 Samantha Tobias-Espinosa  
 Asst. Superintendent HR, BUSD

2/26/20  
 Date

2/26/2020  
 Date

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

FTE	Student Contact Hours/Week	Max Number of students per FTE**	Salaried Duty Day Hours/Week***	Additional hours each semester on a timesheet*
1	30	60	35.8	26
0.9	27	54	32.3	25
0.8	24	48	28.7	24
0.7	21	42	25.1	18
0.6	18	36	21.5	16
0.5	15	30	17.9	13
0.4	12	24	14.3	11
0.3	9	18	10.8	8
0.2	6	12	7.1	5

\*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**

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



**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  
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

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

7/28/21 \_\_\_\_\_  
Date

7/28/21 \_\_\_\_\_  
Date

