

## **BUSD – BFT Factfinding Settlement Agreement**

February 20, 2026

### **Salary:**

#### FY 2025-2026:

Ongoing Increase: Add a two percent (2.0%) ongoing salary schedule increase effective July 1, 2025, plus an additional one percent (1.0%) salary schedule increase effective January 1, 2026.

One-time bonus: A one-time bonus of \$1,000 per full-time employee, and pro-rated for less than full-time, payable not later than sixty (60) days after ratification.

#### FY 2026-2027:

Ongoing Increase: A three percent (3.0%) ongoing salary schedule increase effective July 1, 2026.

In the event the total percent increase to LCFF base grants for 2026-2027 (including but not limited to statutory COLA and any additional LCFF investment) is greater than 3% from the prior year based on the 2026 May Revise, the parties agree to reopen Article 14 (Teacher Compensation) for the 2026-2027 school year.

Additional Payment: In addition, in the 2026-2027 fiscal year only, if the currently projected per-ADA amount, as calculated by the proposed \$2,763,633,000 Student Support and Professional Development Discretionary Block Grant divided by the 2025-2026 statewide Second Principal Apportionment ADA, increases, BFT members will receive a one-time bonus of \$0.50 of each dollar (\$1.00) in excess of the previously calculated amount, pro-rated by FTE, payable not later than sixty (60) days after receipt of funds from the state.

If the state changes the allocation formula, or if some or all of the Student Support and Professional Development Discretionary Block Grant funds become ongoing, the parties will reopen negotiations to address this additional payment.

## Health Benefits

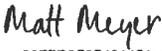
### FY 2026-2027:

Effective January 1, 2027, the District's maximum contribution shall be seventy percent (70%) of the Kaiser HMO health benefit premium at each tier (employee only, employee plus one, and family).

On June 30, 2027, the District shall increase its maximum contribution to eighty percent (80%) of the Kaiser HMO health benefit premium at each tier (employee only, employee plus one, and family), effective upon the next Kaiser HMO increase that occurs on or after June 30, 2027.

### Other:

This settlement includes a two-year term, July 1, 2025, to June 30, 2027, as a closed contract, and confirms the existing fourteen (14) Tentative Agreements signed by the parties. All other language in the current collective bargaining agreement shall remain unchanged.

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## Tentative Agreement

14.9.3 Teachers who are required to attend IEP, 504 and Student Study Team (SST) meetings and Special Education teachers who do case management, assessments, report writing or develop IEP's 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 teacher is on Column VII of the salary schedule or is an hourly Adult School teacher. An alternative to 14.9.3 is described in 14.18.13

14.18.13 Case Managers, Counselors, Speech Language Pathologists, SST facilitators who are facilitating IEP, SST or 504 meetings shall , at the unit member's option, be paid per diem, the Meeting Facilitator Hourly Rate or given inservice credit as described in 14.9.3, for meetings held during their lunch or beyond the duty day.

- Only one person can be deemed the facilitator per meeting.

Teachers, additional case managers, counselors and any other certificated attendees who are participating in the meeting shall, at the unit member's option, be paid the curriculum development rate or given inservice credit as described in 14.9.3.

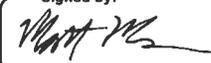
All efforts shall be made to schedule meetings during the duty day for all unit members.

Administrators will be notified of meetings that occur during lunch or beyond the duty day. If a meeting is scheduled to extend beyond the duty day, an Administrator will sign off that all efforts have been made to hold the meeting during the duty day. The maximum number of hours available to any individual educator is 15 hours per school year.

Notwithstanding the above, no added pay shall be due for IEP, SST or 504 meetings that are not during lunch and do not go beyond fifteen (15) ~~forty five (45)~~ fifteen (15) minutes after the end of the duty day (the unit member shall be provided inservice credit as described in 14.9.3 above). The educator is paid for the totality of the time beyond the duty day if the meeting goes beyond fifteen (15) ~~forty-five (45)~~ fifteen (15) minutes.

IEP, SST and 504 meetings may occur during a unit member's duty free lunch, prep period, or release time provided that all involved unit members are in agreement to attend during lunch these times.

Meeting Facilitator Hourly Rate - \$50.00 Teacher Hourly Rate  
(salary increases for 25-26 would not apply to this rate, future increases will apply)

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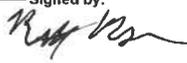
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## Tentative Agreement

### Appendix 16 - Counselor Duty Day - Initial Proposal

~~An additional 11% salary increase will be applied to Appendix 16 for the 2025-2026 school year in addition to the negotiated rate in Article 14.1.~~

**Reduce the counselor duty day to 7.17 hours in alignment with the teachers. Efforts will be made to create staggered schedules to allow for student access both before and/or after school.**

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## TENTATIVE AGREEMENT

### All BRAND NEW Language

#### 13.7.4.5 School Psychologists

- i. The District shall staff School Psychologists at least at a 500 students to 1 school psychologist for site based school psychologists.
- ii. Preschool, Therapeutic Homebase, Counseling Enriched Classroom (CEC) support, Non-Public Schools, and Private school allocations are excluded from this staffing formula and are hired as needed.

#### 13.7.4.6 Board Certified Behavior Analyst

- i. The District shall staff Board Certified Behavior Analysts at least at a **2200** students to 1 Behavior Analyst ratio.
- ii. Any Board Certified Behavior Analyst whose primary role is to supervise Registered Behavior Technicians are excluded from this staffing formula.
- iii. Allocation for private school or non-public school assessment or support is excluded from this staffing formula and hired on as needed basis.

13.7.4.7 If the service delivery model changes for school psychologists or Board Certified Behavior Analysts, the District and Berkeley Federation of Teachers agree to meet and negotiate the **any** impact of the model changes.

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1/7/2026



Appendix 11:

**Effective 7/1/25 -**

Add Step 11, 12 (follow existing pattern)

Add Step 13, 14 (follow existing pattern)

**Longevity would continue**

**Effective 7/1/26 -**

Add 15,16 (follow existing pattern)

Add 17,18 (follow existing pattern)

Add 19 (follow existing pattern)

**Eliminate longevity**

**Effective 7/1/27 - If the program continues to be funded on expenses, this schedule will continue. If the program is changed to an attendance model for funding this schedule will be renegotiated or reversed to the 6/30/25 schedule plus any other negotiated increase to salaries.**

~~Eliminate longevity~~

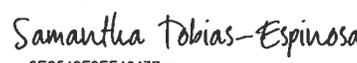
Head Start still applies if applicable

Pattern is between 4% - 4.5% depending on column

Masters stipend = \$1903

See current schedule for reference:

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BERKELEY USD ECE CHILD DEVELOPMENT SALARY SCHEDULE

APPENDIX 15

Steps	Column			
	I	II	III	IV
	<b>60 Units</b>	<b>BA</b>	<b>BA+24</b>	<b>BA +36</b>
<b>1</b>	\$45,139	\$48,106	\$51,464	\$54,619
<b>2</b>	\$48,109	\$51,464	\$54,619	\$57,780
<b>3</b>	\$51,464	\$54,619	\$57,780	\$60,939
<b>4</b>	\$54,619	\$57,780	\$60,939	\$64,098
<b>5</b>	\$57,780	\$60,939	\$64,098	\$67,258
<b>6</b>	\$60,939	\$64,098	\$67,258	\$70,425
<b>7</b>	\$64,098	\$67,258	\$70,425	\$73,579
<b>8</b>	\$67,258	\$70,425	\$73,579	\$76,740
<b>9</b>	\$70,389	\$73,557	\$76,709	\$79,867
<b>10</b>	\$73,546	\$76,718	\$79,867	\$83,028

Longevity		
15-16 Yrs	17-18 Yrs	19+ Yrs
\$1,639	\$3,171	\$4,808

Head Start Stipend		
	Part Time Teachers (less than 1.0 FTE)	\$609
Full time teachers in a single classroom who have between	1 and 10 Head Start students	\$1,221
	11 and 16 Head Start students	\$1,829
	more than 17 Head Start students	\$2,438

2% Increase effective July 1, 2024

Article 5.11

New Language:

The District agrees it will not subcontract out BFT bargaining unit work without prior written notice to and, except in case of an emergency, agreement from, the Berkeley Federation of Teachers. "Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position. While a position is filled by a subcontractor, bargaining unit employees will not be required to cover the duties of the position that has been subcontracted in addition to their own regular duties.

If a need to bring on a contractor is due to a retirement, resignation, or leave of absence after June 30th of each year in order to have coverage for the first day of school, the position will be posted as soon as possible but if a candidate has not been cleared to start the position by July 30th, a contractor will be retained until the position can be filled.

To the extent that prior to the date of this Agreement, the District has contracted out certain work performed by the Berkeley Federation of Teachers, the parties recognize that such contracts cannot be immediately rescinded or the work stopped and instead agrees to negotiate a reasonable timeline to return the work to the bargaining unit through a process that includes and takes into consideration any emergencies or unique situations and legal requirements, such as those involved with providing required accommodations to meet, among other things, the specialized needs of students with disabilities.

All positions filled with contractors will continue to be posted with the goal of replacing the contractor unless the position is less than a semester or on one-time funding. For the purposes of this article, parcel tax and LCAP funds will not be considered one-time funding except in years of renewal or plan writing.. Regardless of funding source, if a position has existed for two consecutive years at the same title, location, and FTE, it will be considered ongoing in year three and subject to this agreement.

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## TENTATIVE AGREEMENT 9-22-25

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 a current coordinator steps down, the position will be posted and filled for the completion of the two-year term. For departments with more than one coordinator the terms shall be staggered. All Adult School teachers should have the opportunity to express interest in a position.

Nominations for Coordinator positions will be submitted to BFT leadership by the teacher and BFT will provide the list to the Principal.

The members of the applicable department will vote for their representative(s) by secret ballot prior to May 15. Two teachers not on the ballot within the department with the support of the BFT office will conduct the election and report the results to the Berkeley Adult School principal and to the department.

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-Coordinator is nominated and accepted, an election will not be necessary

The principal will have the option to not accept the name(s) put forth by the department. In this case, the principal can then deny the appointment and send the matter back to the teachers for the selection of a different Coordinator to represent the department. If the principal decides to not accept a name, they will give a reason upon request.

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## Tentative Agreement

11.2.5 TK-5 report card data shall not be required to be inputted in the District's report card management system/platform until the beginning of the fourth working day from the end of First and Second Trimester Grading Periods. The third trimester report card data shall not be required to be inputted until the fourth to last day of school.

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

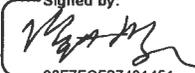
- 60% -----3 teaching periods and 1 Supervision period
- 80%-----4 teaching periods and 1 Supervision period
- 100%-----5 teaching periods and 1 Supervision period

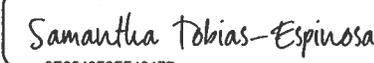
If the requirements of the master teaching schedule are met, whenever possible, teachers who work less than a one hundred percent (100%) assignment will work consecutive hours/periods.

Supervision at the middle school level can include but is not limited to lunch duty, advisory, silent sustained reading, morning supervision. All supervision must fall within the duty day.

Supervision responsibilities are prorated based on FTE.

(BTA schedule will continue to be discussed to reach an agreement)

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## TENTATIVE AGREEMENT 10-21-25

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 d) amount of physical classroom space available.

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## TENTATIVE AGREEMENT

13.5.5 Students with IEPs and 504s 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~~ balance of students' needs/supports with IEPs and 504s included in a general education class shall be mediated by the appropriate site team (for example, Student Study Team, Case Management Team including Case Managers, Coordination of Services Team, etc.) If the teacher feels the resolution of the issue ~~of the number of students~~ with the imbalance of need and/or supports for students with IEPs and 504s 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 or Student Services. The appeal shall be based on whether the number of students with IEPs and 504s compromises the heterogeneous integrity of the class.

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3.15 A "Long Term Substitute" is a substitute on a single assignment of ~~twenty (20)~~ fifteen (15) or more days' duration. A single assignment must be covering for the same educator, but is not required to be on consecutive dates.

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. It is the responsibility of the educator to accurately report absences in the absence reporting system to reflect the duty day and the actual time needed for the substitute.

#### 11.9.6.1

Day-to-day substitute teachers at secondary-level schools may be required to teach five periods if they are paid for a full day, at the discretion of the Principal or their designee. If a substitute teacher at a secondary school is being paid for a half day they can be asked to cover ~~three~~ two periods maximum. If the teacher they are assigned to cover has a prep period, they can be asked to cover another class without additional pay, with the exception that if a teacher covers six periods, they will receive 1.5 days of pay. Coverage of ~~four~~ three or more classes is paid at the full day rate. At middle school, advisory counts as 1 period.

#### 11.9.6.2

Substitute teachers who are assigned non-consecutive periods will be paid for the entire duration of time. 11.9.6.1 applies to this situation and substitutes can be assigned to sub for unassigned periods up to 2 periods for a half day and 5 periods for a full day.

If a substitute teacher accepts a job that is listed as a 'full day' on the substitute management system, they will be paid for a full day but can be assigned up to 5 periods as specified in 11.9.6.1.

No job number will be provided or needed for periods covered under 11.9.6.2

11.9.6.3

If a substitute teacher covers a classroom teacher who teaches 1.2 FTE, they are shall be paid for 1.5 days.

11.9.6.4

If a substitute covers a 0 or 7 period class as a separate job not attached to their other assignment, they are shall be paid an additional half day.

11.9.6.5

If a substitute covers for a teacher who has an extended duty day as entered into the absence reporting system that goes for longer than 7 hours and 110 minutes, they are shall be paid 1.5 days.

11.9.6.6

This language does not apply to substitutes covering the same assignment for more than 15 consecutive work days. If a substitute is covering the same assignment for fifteen or more consecutive days they will follow the daily schedule including prep periods of the original teacher. If the substitute wishes to volunteer to cover a class during the prep period they will notice the Principal or designee prior to start of the student school day. They will receive an additional job number for the assignment and be paid an additional half day if an assignment is made.

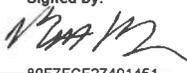
12.2.11 Substitute teachers who have served ~~forty-four (44)~~ thirty-one (31) days in a continuous assignment and who are placed on the salary schedule shall be credited with one (1) day of sick leave for each twenty (20) days served in the position. Sick leave credited under this section shall be accumulated only if the individual is subsequently reassigned to an assignment of ~~forty-four (44)~~ thirty-one (31) consecutive days or to a contract position. This sick leave is in lieu

of the Paid Sick Leave of up to 5 days or 40 hours that all substitute employees are entitled to.

14.11.13 Secondary Substitute Service: Any assignment for ~~three~~ ~~four~~ ~~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~~ ~~three~~ periods are paid at fifty percent (50%) of the daily substitute rate.

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Substitutes who accept and complete two half-day assignments at two different sites in the same day will be paid a total of 1.5 days. Substitutes for VAPA and other itinerant positions who accept and complete two or more half-day assignments at three different sites will be paid a total of 1.5 days, unless the total time exceeds 7 hours and 10 minutes, for which they shall be paid 1.75 days. This is intended to cover the 30-minute duty-free lunch and compensation for travel time between the sites.

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Tentative Agreement - 5-23-25

2.7.1 (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 15 assignments per semester.

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5/23/2025

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5/27/2025



## Tentative Agreement

11.3.4 Transitional Kindergarten and 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.

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6/2/2025



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

RE: Elementary Report Card Working Group

BFT and BUSD agree to establish an Elementary Report Card working group that will develop an updated report card content and best grading practices. The group will use tools such as the Elementary assessment calendar, mandatory and optional assessments, to examine report card commenting and how assessment data translates into report card scoring. Additionally, the workgroup will look at examples of elementary report cards from other districts. The working group will establish various report card goals in order to create a more efficient and more accurate reflection of student progress throughout each trimester.

The work group will be created to have an equal number of members from BFT and Designees by the Superintendent, not to exceed 12 regular members total. Experts may be brought in to discuss specific topics by either side as needed. The Union President will be able to attend and does not count toward the regular members' total.

BFT members will be eligible for inservice hours for meetings outside the duty year or duty day. If the group meets during the school day, BUSD covers the cost of the substitute if a substitute is necessary as they normally would do for any other committee meeting. BFT members will not be required to use any of their accrued leaves to participate.

Caregivers will be consulted at various points to better understand the user end perspective.

The group will meet beginning in Summer of 2025 and continue to meet on a frequent basis and no less than once a month to develop a set of recommendations with the goal of producing a new TK-5 report card to be used for the 2027-2028 school year. The first year will concentrate on the new literacy curriculum and assessments. The second year will focus on the new math curriculum and involve pilots.

For BFT:

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6/3/2025

For BUSD:

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6/3/2025



**13.4.1 - ECE Class Size MOU**

13.4.1. The class size/adult to student ratio in the State Preschool and Early Childhood Education Program classrooms shall not exceed an average of twenty-two (22) students to three (3) adults consisting of two Instructional Assistants and one (1) teacher. This agreement is for the 2025-2026 school year only.

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11/10/2025

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11/10/2025



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

Subject: BEARS/ECE and TK Outside of Ratio Pay

BFT and BUSD have a mutual interest in making sure that classrooms have the appropriate adult coverage. There is past practice and contract language that describes how educators are compensated when classrooms are not appropriately covered based on state mandates. Supervisors should make every effort to make sure each TK and ECE/BEARS class has state-mandated coverage. This MOU clarifies what happens when the appropriate coverage is not provided.

14.18.13

For BEARS and CDC classes, educators who have students in their class in excess of the state mandated adult to student ratio 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 excess of the state adult to student ratio guidelines. For BEARS, the formula applies when there are more than 14 students in a class without a second educator assigned to the classroom. For CDC classrooms, the formula applies when there are more students than an 8:1 ratio.

For TK classrooms, educators who have students in their class in excess of the adult to student ratio shall receive 0.05% of Step One, Column I, of the elementary salary schedule daily rate per student per full day, or 0.025% of Step One, Column I, of the elementary salary schedule daily rate per student per half day in excess of the state adult to student ratio guidelines. The formula applies when there are more than 10 students per class without a second educator assigned to the classroom.

In full settlement of this grievance, any TK teacher who had a timesheet denied in the 24/25 school year will have their timesheet processed. The above language applies beginning in the 25/26 school year

For BFT:

Signed by:

*Matt Meyer*

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Matt Meyer, President

10/27/2025

Date

For BUSD:

DocuSigned by:

*Samantha Tobias-Espinosa*

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Samantha Tobias-Espinosa, Assist.  
Superintendent

10/27/2025

Date

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

Subject: Social Work Interns

BFT and BUSD have a mutual interest in creating a pipeline for School Social Workers. Providing a stipend for Year 2 Social Work Interns will attract and help recruit future School Social Workers.

BUSD will pay each Year 2 Social Work intern a \$5,000 annual stipend for a minimum of 400 hours of work in a school year.

This stipend will be added to the BFT Extra Compensation Pay Schedule.

(Not to be included in the CBA - Budget Code: 01-6500-0-5001-3120-1217-901-00-000)

For BFT:

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*Matt Meyer*  
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10/8/2025

For BUSD:

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10/8/2025

## BTA Peer-to-Peer Mental Health Program Staff Expectations and Stipend

The Peer-to-Peer Mental Health Program needs a dedicated staff person responsible for the overall operation and success of the Berkeley Technology Academy (BTA) Peer-to-Peer Mental Health program. This role requires collaboration with the Seneca therapist, strong organizational skills, and a commitment to promoting student wellness.

### Key Responsibilities & Expectations

- **Student Recruitment & Selection:** Collaborate with the Seneca therapist to select approximately six students to serve as Peer-to-Peer Mental Health mentors.
- **Student Worker Onboarding:** Facilitate the enrollment of selected students as Berkeley Unified School District (BUSD) student workers. This includes ensuring all required paperwork is completed and submitted on time.
- **OR Collaborate with Youth Works:** If Youth Works is able to secure funding for 6 BTA students, and use the Wellness Center as a worksite, this stipend position will collaborate with Youth Works to onboard and maintain all necessary paperwork for the students to be paid by Youth Works.
- **Payroll & Time Management:** Track and submit regular timesheets for all student Peer-to-Peer mentors to BUSD payroll, or Youth Works, ensuring timely and accurate compensation for approximately five hours of work per student per week.
- **Program Facilitation & Training:**
  - Conduct regular meetings with the student mentors and the Seneca therapist.
  - Provide training to the mentors on foundational mental health concepts and communication skills.
  - Work with the mentors to design and implement mental health education and support activities for the entire BTA student body.
- **Program Implementation:** Oversee the execution of various mental health initiatives, which may include:
  - Conducting classroom workshops on mental health topics.
  - Developing and displaying educational posters throughout the school.
  - Supervising Peer-to-Peer mentors as they provide support to students in the Wellness Center.
- **Data Collection & Reporting:** Track all program activities and outcomes on the BHSSA spreadsheet. Ensure data is accurately collected and submitted for the bi-annual grant reporting.

**Compensation:** A monthly stipend of \$200 to support implementing and tracking this program.

Signed by  
*Matt Meyer*  
80F7FCF27491451  
9/22/2025

DocuSigned by:  
*Samantha Tobias-Espinosa*  
3E3549F3FF4047B  
9/22/2025

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

Subject: Teacher Induction Mentor Training Compensation

BUSD contracts with the Contra Costa County Office of Education (CCCOE) to provide training to teachers who agree to mentor new teachers in their induction program. The District provides mentors an annual \$2038.00 stipend (subject to salary increases), payable monthly ~~in two installments~~, for every teacher supported by a mentor. All mentors are required to attend mentor training sessions facilitated by CCCOE.

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

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

If a teacher candidate needs to pause their participation in the induction program or requires fewer than 11 months to complete induction, a mentor's stipend will be prorated. The mentorship position is at the discretion of the District and can be revoked if a mentor fails to meet the minimum requirements for attending required trainings and elect not to attend a make-up session OR they consistently fail to meet the weekly meetings with a participating teacher.

This agreement shall begin in the 2025-2026 school year and will continue as long as the CCCOE Mentor structure does not change. As with all stipends, this rate will go up with any salary increase. This stipend reflects the 2024-2025 increase. If CCCOE changes the Mentor structure, the District and BFT will meet to update this agreement.

Signed by: Matt Meyer 9/15/2025

80F7FCF27491451  
Matt Meyer, President BFT Date

DocuSigned by: Samantha Tobias-Espinosa 9/15/2025  
3E3549F3FF4047B  
Samantha Tobias-Espinosa, BUSD Date

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

Subject: Substitute Pay for Assignments 30 days or longer

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") recognize that California Education Code allows substitutes without teaching credentials to work in the same assignment for up to 30 days. Daily subs that have the same teaching assignment for 30 days have more responsibilities than a typical daily sub job.

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.

Starting the 2025-2026 school year:

If a substitute teacher does not have a valid teaching credential and they are in the same substitute position for the 30 day maximum, they will be paid at the equivalent of Step 1, Column 1 of the teacher salary schedule and the contractual duty day and duties will apply. If a teacher receives a teaching credential during this time period, the employee will be placed on contract and paid at their appropriate Step and Column back dated to the date the credential was issued or the first day of the assignment whichever is first. Subs will fill out the normal substitute timesheet and after the position is completed, they will be retroactively paid the difference between the substitute daily rate and Step 1, Column 1.

The responsibilities that will be held by these substitutes include but are not limited to:

- Attending staff meetings, professional development, IEPs, SST/COST, and 504 meetings
- Lesson planning with support from grade/subject area co-workers
- Grading
- Back to School Night and Open House

Signed by:

*Matt Meyer*

80F7FCF27491451

Matt Meyer, President BFT

DocuSigned by:

*Samantha Tobias-Espinosa*

3E3549F3FF4047B

Samantha Tobias-Espinosa,  
Asst. Superintendent of HR

9/8/2025

Date

9/8/2025

Date

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

**Subject: Moving due to Construction**

8.5.9 Additional language

Any certificated educator who is required to move classrooms because of construction shall be given a reimbursement allocation according to the following chart. The allocation is paid separately for those in the spring for those moving out of classrooms and in the fall for those moving into classrooms. This allocation supersedes any hourly moving compensation. This allocation is not considered wages. Please refer to the following chart:

<u>Allocation Rates</u>	<u>Description</u>
<u>\$750</u>	<u>Packing or unpacking entire classroom</u>
<u>\$550</u>	<u>Packing or unpacking a non-classroom space or circumstances required less non-duty time than a full move</u>
<u>\$350</u>	<u>Move requires similar amount of time as moving from one classroom to another under normal circumstances.</u>

In order to qualify for the full amount, an educator must be .6 FTE or above. Any educator .6 or below could qualify for the second or third tier.

In order to qualify the educator must be assigned to the impacted site.

All allocations are approved and submitted by the site administrator.

The allocation chart will be added to Appendix 9 with reference to the MOU.

Increases will not apply to these rates until July 1, 2027.

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

DocuSigned by:  
Samantha Tobias-Espinosa  
3E3549F3FF4047B  
Samantha Tobias-Espinosa, Asst. Superintendent, HR

8/25/2025  
Date

8/20/2025  
Date

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

Subject: Adult School Salary Placement and Emergency Coverage

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers ("BFT") have a mutual interest in new Adult School teachers being placed accurately based on Contract Language. This MOU clarifies already agreed upon contract language.

14.7.1 establishes that Adult School teachers receive comparable teaching experience and defines that as experience at a regionally accredited public or private elementary, secondary, or postsecondary institution in their subject area.

Clarification Language:

1. Any new adult school hire that is the teacher of record is not considered a daily substitute. They will be placed at the correct pay step based on 14.7.1.
2. Verification of employment forms come from other Districts. These are not available at the time of hire. Once the form is received, a new hire that is the teacher of record will be placed at the correct step placement and will receive back pay going back to the beginning of the school year.
3. If students are added to an existing class because of lack of daily or long term substitutes, teachers are paid two times their hourly rate per day.

This language will be inserted into the 2025-2026 CBA.

For the Berkeley Federation of Teachers

Signed by:

*Matt Meyer*

80F77CFE2749145  
Matt Meyer, President

Date: 5/28/2025

For the Berkeley Unified School District

DocuSigned by:

*Samantha Tobias-Espinosa*

3E354953FE4047B  
Samantha Tobias-Espinosa, Assistant Superintendent, Human Resources

Date: 5/28/2025

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

The District and the Union agree to pay stipends for CAS Peer Mentoring Support via timesheet to:

1. Staff who support Communication Arts & Sciences (CAS) Projects as:
  - a. Grant captain - \$2500 total amount (may be divided among multiple staff members who split the work)
  - b. Senior trip captain - \$1500
  - c. Graduation captain - \$1500
  - d. Support group leader - \$1400
  - e. Student Leadership club sponsor - \$750
  - f. Support group interns - \$500
  - g. Senior thesis advising - paid at the Teacher Hourly Rate up to \$800.
  
2. Will be paid out of the California Partnership Academy (CPA) funds.
  
3. BUSD will provide payment of the stipend after a Personnel Requisition has been completed and submitted to Human Resources by BHS Administration and a timesheet has been submitted to BHS Administration for processing after completion of services - leading a CAS Support Group and/or Project.
  
4. All requests for stipends must be presented to the District by June 30th each school year.
  
5. This agreement will continue in effect until the parties negotiate a new agreement.

For the Berkeley Federation of Teachers

Signed by:

*Matt Meyer*

30F7E6E27481451  
Matt Meyer, President

Date: 5/20/2025

For the Berkeley Unified School District

DocuSigned by:

*Samantha Tobias-Espinosa*

3E3540F3FF46478  
Samantha Tobias-Espinosa, Assistant Superintendent, Human Resources

Date: 5/20/2025

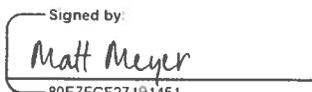
MEMORANDUM OF UNDERSTANDING BETWEEN  
BERKELEY UNIFIED SCHOOL DISTRICT (BUSD) and  
BERKELEY FEDERATION OF TEACHERS (BFT)

Subject: MPAR Referral Clarification (Standard 6)

BFT and BUSD have a mutual interest in ensuring that the appropriate process is used to help educators improve their craft.

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". If CSTP 6 (Developing as a Professional Educator) is the only standard rated "Unsatisfactory", the educator will not be referred to MPAR.

For BFT:

Signed by:  
  
80F75CF27491455  
Matt Meyer, President

4/26/2025  
Date

For BUSD:

DocuSigned by:  
  
3E3549E2FF4047B  
Samantha Tobias-Espinosa, Assist.  
Superintendent

4/22/2025  
Date

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

Subject: Participation in Quality Counts.

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 4 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.

**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

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

Subject: The Berkeley Unified School District (BUSD) and the Berkeley Federation of Teachers have agreed to the following concerning teachers who have or are working on administrative credentials who will work at BUSD schools sites as the principals for multiple days in a row.

1. BFT member(s) will hold or be working on their Administrative Services Credential. Proof of enrollment in an Administrative Services Credential program must be submitted before the assignment.
2. BFT member(s) will be substitute administrators at schools where the principal is absent and be supervised by the Director of schools.
3. BFT member(s) will be placed on the UBA Step 1 pay scale and be paid the difference of their current salaries. If the BFT member is earning more in base salary than the UBA Step 1 amount, they will receive a 5% differential.
4. BFT member(s) will enter their absence into the system but the days will not come out of their sick leave.

Signed by:  
  
80F7FCF27491431  
Matt Meyer  
President, BFT

12/3/2024  
Date

DocuSigned by:  
  
3E3349F3FF4047B  
Samantha Tobias-Espinosa  
Assistant Superintendent, BUSD

12/3/2024  
Date

