

**TENTATIVE AGREEMENT  
BETWEEN  
THE BERKELEY UNIFIED SCHOOL DISTRICT  
AND  
THE BERKELEY FEDERATION OF TEACHERS, AFT LOCAL 1078, AFL-CIO**

The Berkeley Unified School District ("District") and the Berkeley Federation of Teachers, AFT Local 1078, AFL-CIO ("BFT") tentatively agree on the following changes to the collective bargaining agreement between the parties:

**1. AGREEMENT**

This agreement, made and entered into this 1st day of July ~~2012-2013~~ between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "Board"), and the Berkeley Federation of Teachers, AFT, Local 1078, AFL-CIO (hereinafter referred to as the "Union"), shall become effective this date and shall continue until June 30, ~~2013~~2015.

**8. TRANSFER**

**8.1. Definition**

A transfer is a relocation of a teacher from ~~school to school~~one worksite to another. A transfer is also a change in an Adult School or ~~Child Development~~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 teachers with existing or anticipated vacancies, and
- f. Meeting the programmatic needs of the district.

**8.2 Criteria for Transfer**

**8.2.4 Teacher on Special Assignment (TSA) Positions**

~~Commencing with the 2008-2009 school year, all~~ All teachers leaving the classroom to take a TSA position shall have return rights for one year only to the same school/department that he/she held immediately preceding the special assignment. If at the end of that one 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

8.3.4 ~~Teaching vacancies~~ Vacancies which occur after the beginning of the school year shall normally be filled on a temporary basis. All vacancies filled on a temporary basis shall be re-advertised for the following school year in order to allow interested teachers to apply.

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

8.3.8 Teachers in the K-12 program who voluntarily transfer into the ~~Child Development~~ 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 Teacher Initiated Transfer:

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

### 8.5 Involuntary Transfers:

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 ~~consistent with~~ based on and in the order of the criteria set forth in Section 8.2.2 a-c.

8.5.7 TSAs may be transferred at the discretion of the supervisor, consistent with the criteria set forth in this section 8.5.

8.5.78 Teachers 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 teacher and receiving administrator. ~~Child Development~~ Early Childhood Education Program 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.

8.5.910 In consultation with the ~~principal~~ supervisor, a teacher transferred involuntarily after September 1 shall receive, upon request, up to \$200 for that year to be used to purchase teaching supplies for the new assignment. Support staff are excluded from this provision. ~~Child Development~~ 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.

## 9. REASSIGNMENT

### 9.2 General Provisions

9.2.1 ~~Principals~~ Supervisors shall consider teacher preference when making teacher assignments.

### 9.3 Teacher Initiated Reassignment

9.3.1 Teacher Initiated Reassignment: Teachers may request a reassignment within the school by submitting a written request to the ~~Principal~~ Supervisor.

9.3.2 All teachers who do not receive a requested reassignment to fill a specific vacancy shall receive from the ~~Principal~~ Supervisor, notification thereof within three (3) days of the filling of the vacancy. If the teacher 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 ~~is made~~, the ~~administrator~~ Supervisor shall inform staff of any unfilled assignments, and ask for volunteers. The ~~administrator~~ Supervisor has the discretion to determine who will be reassigned.

9.4.2 In consultation with the ~~principal~~ Supervisor, an elementary teacher involuntarily reassigned during the school year, upon request, shall receive up to \$200 for that year to be used to purchase teaching supplies for the new assignment. Support staff

and ~~Child Development~~ 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 K-12 classroom teachers involuntarily reassigned within ten days before the start of school or during the school year to teach a different grade level he/she has not taught within the previous two (2) years shall be provided two (2) days of release time for preparation purposes prior to the assumption of the new position/assignment or at a time mutually agreed upon by the teacher and the receiving administrator. ~~Child Development~~ Early Childhood Education Center teachers are excluded from this provision.
- 9.4.5 K-12 teachers will be given notice of their intended assignment for the Fall semester no later than the last day of school. Teachers whose assignment changes over the summer recess shall be notified as soon as possible ~~if a teaching assignment changes over the summer.~~
- 9.4.6 Teachers involuntarily reassigned shall be provided assistance by ~~BUSD~~ the District in the moving of boxes and equipment from the old location to the new location. Teachers 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 Teachers who are required by a ~~District administrator~~ 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 ~~twelve~~ twelfth grade, and to teachers at the Berkeley Adult School.

## 9.6 Adult Education

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

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

9.6.3.1.2 For purposes of reduction in assignments, 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 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 seniority list if they previously served at the Berkeley Adult School in more than one of the above-listed departments.

9.6.3.1.3 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 years in the Berkeley Adult School. This shall continue until the senior teacher has been restored to his/her full current assigned hours per week. Subject matter areas for the purposes of this section are defined in Appendix 20. The parties shall jointly determine placement of new courses or course titles in Appendix 20. The teacher has the choice of accepting that position or undergoing a reduction in assignment as a result of a course reduction or cancellation.

9.6.3.1.4 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 so state and include details of the bumping options. The teacher with bumping rights must let the District know by the specified date, if (s)he wishes to exercise those bumping rights. The bumping teacher shall have at least five work days to respond if notified via 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.

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

9.6.1.3.6 Teachers who undergo a reduction in assignment as a result of course reductions or cancellations have rights to be rehired for one calendar year and must be offered open positions in order of seniority for which they meet the requirements of section 9.6.1.3.3. The most senior teacher impacted by course reductions or cancellations will have two rights of refusal within the rehire calendar year.

9.6.1.3.7 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

~~9.7.2 A teacher who has taught a class for 4 semesters or 8 quarters consecutively is deemed qualified to teach the class. A teacher will not be disqualified from teaching a course because of no prior experience, but no right to teach a course will prevail.~~

~~9.7.32 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 administration supervisor will inform-notify staff of any known program/curriculum changes. Staff will inform the administration of any new subject areas for which they wish to qualify by February 1. The administration~~ Within thirty (30) days the supervisor will inform the teachers, requesting qualification to new areas, of the result of their request ~~within 30 days.~~

## 11. HOURS OF EMPLOYMENT

### 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: 260 minutes for Kindergarten; 285 minutes for grades 1 to 3 inclusive; 305 minutes for grades 4 to 8-5 inclusive; 325 minutes for grades 6 to 8 inclusive; and 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.

#### 14. TEACHER COMPENSATION

##### ~~14.1 Wages for 2012-2013~~

~~14.1.1 All BFT bargaining unit wages, including salaries, stipends, daily rates and hourly rates shall be adjusted to reflect a 2.5% increase effective July 1, 2012.~~

~~14.1.2 The District's level of contribution to health and welfare benefits remains at the 2005-2006 level.~~

~~14.1.3 Unit members employed for the 2012-2013 school year shall receive a one-time lump sum bonus equal to 2.5% of their salary for 2012-2013. This bonus shall be paid on or by August 30, 2013. This bonus is in addition to the one percent (1%) bonus provided pursuant to the MOU dated August 21, 2012.~~

##### ~~14.2 Wages for 2009-2010~~

~~14.2.1 All bargaining unit wages including salaries, stipends, daily rates and hourly rates will remain unchanged from 2008-2009.~~

~~14.2.2 The District will assume the cost of step and column advancement and teachers will advance on the salary schedules according to the negotiated agreement.~~

~~14.2.3 The District's level of contribution to health and welfare benefits remains at the 2005-2006 level.~~

~~14.2.4 At the District's request, the parties shall reopen negotiations over Article 10 (WORK DAYS) insofar as the District may need to propose reductions in work days and years and corresponding salary to address the ongoing state fiscal crisis.~~

##### 14.1 Wages for 2013-2014

14.1.1 Unit members employed for the 2013-2014 school year shall receive a one-time lump sum bonus equal to two percent (2%) of their salary for 2013-2014.

a. For salaried unit members, this bonus shall be paid on the first regular pay warrant not later than fifty (50) days after ratification of the Agreement.

b. For hourly and substitute unit members employed for the 2013-2014 school year, this bonus shall be paid on their August 31, 2014 pay warrant.

14.1.2 All BFT bargaining unit wages, including salaries, stipends, daily rates and hourly rates shall be adjusted to reflect a one and one-half percent (1 ½%) increase effective July 1, 2013.

a. For all unit members, this increase, including any retroactive amount owed, shall be reflected on the first regular pay warrant not later than fifty (50) days after ratification of the Agreement.

14.2 Wages for 2014-2015

14.2.1 All BFT bargaining unit wages, including salaries, stipends, daily rates and hourly rates shall be adjusted to reflect a two percent (2%) increase effective July 1, 2014.

24. EXPIRATION OF CONTRACT AND RE-OPENERS

24.1 The parties agree that the term of this Agreement shall be from July 1, ~~2012-2013~~ through June 30, ~~2013~~2015.

24.3 The parties agree to start the meet and negotiate process for the subsequent Agreement on or before ~~October 1, 2013~~March 15, 2015.

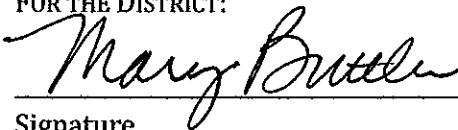
Each party must submit the Initial Proposals to the other party, in writing by ~~September 15, 2013~~February 28, 2015.

If the proposals are delivered by U.S. mail, they must be postmarked by ~~September 15, 2013~~February 28, 2015.

If new laws adopted by the Legislature, or provisions of the BSEP reauthorization adopted by the voters of the City of Berkeley in any November election impact on the terms and conditions of employment of this Agreement, either party may reopen with reasonable advance notice to the other party.

FOR THE DISTRICT:

FOR BFT:



3/14/2014  
Date



3/14/14  
Date



3/14/2014



APPENDIX 23

~~ATTACHMENT A~~

**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				



