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1. AGREEMENT

This agreement, made and entered into the 1st day of July 2015 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, 2017.

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 teachers
 - 2.1.2 Temporary teachers
 - 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 teachers 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 teachers who are paid per diem and who have performed ten (10) paid substituting assignments in the District during the current school year
 - c. A teacher 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 for the subsequent school year/semester as long as they are working at the rate of six (6) assignments of substituting at the District each month. However, during the first (Fall) semester of the school year, substitutes who have qualified under this section will remain members of the bargaining unit until the substitute has not worked two (2) months during the fall semester at the rate of six (6) assignments of substituting each month.
- g. A temporary teacher in the District who ceases to be a temporary teacher 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 s/he has been employed as a temporary teacher.

2.2 The current school year used herein is defined as the period from the first working day for probationary/permanent teachers 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 "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 "Teacher Representative" is any certificated employee of the District appointed by the Union to represent the bargaining unit.
- 3.13 "Retiree" shall refer to a teacher 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 Teacher" shall refer to a temporary teacher, probationary teacher, or permanent teacher 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 The District shall provide the names and addresses of new teachers to authorized representatives of the Union by October 1st or within two (2) weeks of hire if hired after October 1. Additionally, the Superintendent shall make available addresses of continuing teachers. Such information shall be made available unless the teacher, in writing, indicates such information shall not be released.
- 5.1.4 The District shall provide the Union with school assignments of all teachers which includes current FTE and Step/Column placement. The District shall provide the Union with school assignment revisions by 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 provide the Union with an updated bargaining unit substitute list by October 1st which shows which bargaining unit substitutes are currently active. Any substitute teacher who meets 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.

5.2 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 teachers. 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 teachers. 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 5.7.4 (copies to be provided by the Union) to new employees.

- 5.7.2 All employees in the bargaining unit shall, as a condition of employment, have dues or any Agency or Service Fee deducted from their salary starting with their first pay warrant. In no case shall the Service Fee be greater than periodic dues and general assessments of the Union.
- 5.7.3 The parties agree further that the failure of any unit member to pay the equivalent of Union periodic dues and general assessments during the term of this Agreement shall constitute just and reasonable cause for discharge from employment. The District may exercise its right to automatically deduct the amount of the service fee under the provisions of Education Code Section 45061.
- 5.7.4 If any bargaining unit member is paid over a period other than twelve (12) months, the Agency Fee or membership fee will be prorated over that period.
- 5.7.5 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.
- 5.7.6 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.7.7 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 teachers from the requesting site.
- 5.10.3 If authorized by the Executive Board the President of the Berkeley Federation of Teachers, or his/her 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 a teacher 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 teacher 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 teacher shall have the right to be represented by a Union representative or by any teacher of his/her choice in his/her 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 (2nd) 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 (2nd) 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 a teacher's right to due process even if the Union does not justify the teacher'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 his/her Principal 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 a teacher 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 teachers with existing or anticipated vacancies
- f. Meeting the programmatic needs of the District.

8.2 Criteria for Transfer

The transfer of teachers 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 teachers shall be selected over candidates from outside the District when the currently employed teachers 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 teacher applies for a vacant position, and the teachers 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 teacher 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 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

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 teachers leaving the classroom to take a TSA position shall have return rights for one (1) year only to the same school/department that s/he 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 e-mail to each teacher's District e-mail 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 five (5) working days. If previously unknown positions become available during August and after the start of the school year or during the school year, they will be posted for three (3) days and then filled as soon as possible.

8.3.4 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.

8.3.5 The Human Resources Department will notify BFT of each new hire. Notification shall include information on any new teachers 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, 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 K-12 program may be transferred to K-12 classes where vacancies exist. Teachers in the 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 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

- 8.4.1 A teacher 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 teacher is proficient or capable of teaching.
- 8.4.2 Teachers' 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 Teachers 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 teacher's written request, the supervisor shall discuss with the teacher the reasons for the denial of transfer or issue a written response to the teacher.
- 8.4.4 Teachers 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 teacher.

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 Teachers involuntarily transferred shall not be transferred in the following two (2) years unless the closure of a building or failure to transfer the teacher 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 Teachers 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 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. 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 Teachers involuntarily transferred shall be provided assistance by 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.
- 8.5.10 In consultation with the supervisor, a teacher 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, teachers 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 teachers 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 Teachers 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 teachers 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 a teacher within secondary or adult schools. For purposes of the reassignment policy, teachers in the following services shall be assigned on a District-wide basis:

9.1.1 Music teachers

9.1.2 Psychologists

9.1.3 Providers of Designated Instructional Services (DIS)/Providers of Related Services, with the exception of Speech and Language Pathologists (SLPs)

9.2 General Provisions

9.2.1 Supervisors shall consider teacher preference when making teacher assignments.

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

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 supervisor.

9.3.2 All teachers 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 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, 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 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 s/he has 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 teacher 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 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.
- 9.4.6 Teachers involuntarily reassigned shall be provided assistance by 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 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 teacher whose site assignment is completely changed after the third week of school shall be informed that s/he may receive two (2) days of release time for preparation purposes.

9.5.2 Special Education teachers 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 teachers 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 s/he shall have a reasonable time to upgrade his/her 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 his/her 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 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 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

For each of the school years covered under this Agreement, 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

10.1.2 The K-12 elementary and secondary work year shall include one (1) teacher work day immediately by the first instructional day of the school year.

10.1.3 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.

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

10.1.5 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.

10.1.6 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 K-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, K-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 teachers shall attend staff development days and submit a time sheet for hours in attendance beyond their part-time status (i.e. a fifty percent (50%) FTE teacher would submit a time sheet for all hours in attendance beyond three and one-half (3.5) hours). Part-time teachers will be paid for extra staff development day hours at the per diem rate.

- 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 a teacher have extenuating circumstances that prevent him/her from attending a Staff Development Day, and should the teacher request that the make-up day requirement be waived, that teacher 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 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.

- 10.7.1 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.
- 10.7.2 On both of these days the morning and afternoon sessions will be canceled for students.
- 10.7.3 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.

- 10.7.4 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.
- 10.7.5 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 K-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 teachers 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 teachers 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 teachers to take restroom breaks during the students' instructional day.

11.1.6 Traveling Teachers

11.1.6.1 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 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 teachers shall have no more classes and meetings than if they taught at one (1) site.

11.1.7 Kindergarten 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 K-12 Faculty Meetings and Collaboration Time

11.2.1 All K-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 teachers and support staff 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. Teachers 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. Teachers and support staff 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 teachers 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 teachers 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, Open House, or Elementary/Middle School Parent Conferences. 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).
- 11.2.6 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 teachers and support staff 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. Teachers 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, teachers 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. Teachers and support staff 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 teachers to work together. The general intent is for teachers to meet for purposes of planning for improved instruction and student achievement.
- 11.2.11 Principals have the discretion to excuse teachers from meetings and workshops.
- 11.2.12 Part-time teachers at .80 FTE or more are required to attend all required meetings that a 1.0 FTE teacher would. Part-time teachers at less than .80 FTE are required to attend required meetings in proportion to their part-time FTE status. (e.g. a .50 FTE teacher is required to attend fifty percent (50%) of required meetings). Part-time teachers 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 teacher will stay fully informed of staff meeting information.

11.3 K-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 4-6 shall be provided the equivalent of five (5) 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 If the District finds it necessary to form a 3rd/4th grade combination class, the classroom teacher shall receive the greater preparation time.
- 11.3.6 Preemption of preparation time shall be on a voluntary basis except for emergencies (which do not include teaching a class or normal supervision).
- 11.3.6.1 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.
- 11.3.7 A teacher shall use his/her preparation period for activities related to preparation for the classroom or instructional program, unless otherwise provided herein.
- 11.3.8 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.

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

11.3.10 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 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.

11.5.4 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.

11.5.5 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 two hundred twelve dollars and twenty-four cents (\$212.24) per athletic team and shall be required to record pupil attendance and issue grades for student participation on the team. If the boys' and girls' 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 a teacher 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 and Speech Language Pathologists 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 nonconsecutive 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, s/he 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; two hundred eighty-five (285) minutes for grades 1 to 3 inclusive; three hundred five (305) minutes for grades 4 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. The June salary warrant will be withheld from teachers until all requirements are met.
- 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 secondary school sites with District-provided information software will be expected to update and make consistently visible to parents and others through the District-provided software the student grades, which include but are not limited to marking period grades, assignment grades, and assessment scores. Student grades shall be updated at least twice a month, with a minimum of seven school days between updates in at least one case per month. If the District transitions to an information system that is not Power School, this requirement will be suspended for the first semester while training is provided. The parties

agree that the current practice of inputting elementary assessments into the student information system shall not change.

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 his/her regular day.
- 11.10.3 No Early Childhood Education teacher shall have his/her hours switched with another teacher's hours without his/her 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.
- 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 K-12 salary schedule and will be subject to the Early Childhood Education contractual provisions

regarding workday. The work year begins on the first K-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 Independent Study

Independent Study hourly teachers shall be paid at the curriculum development rate for preparation and paperwork as follows:

Assignment	Prep Time	End of Quarter
29-30 hours	12 hours per month	15 hours
27-28 hours	12 hours per month	14 hours
25-26 hours	11 hours per month	13 hours
23-24 hours	11 hours per month	12 hours
21-22 hours	10 hours per month	11 hours
19-20 hours	10 hours per month	10 hours
17-18 hours	9 hours per month	9 hours
15-16 hours	9 hours per month	8 hours
13-14 hours	8 hours per month	7 hours
11-12 hours	8 hours per month	6 hours
9-10 hours	6 hours per month	5 hours

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

12. LEAVES OF ABSENCE

12.1 Leaves of Absence Without Compensation

- 12.1.1 A teacher 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 teacher provided this request is received by the Human Resources Department on or before March 1 of the preceding school year. After March 1, such requests may be granted by the Board. 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 teachers.
- 12.1.3 After a teacher 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 teachers 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 a teacher fails to notify the Human Resources Department by February 1, the teacher will be sent a certified letter informing him/her 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 A teacher'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 A teacher 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 A teacher on such leave shall be permitted to make his/her 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, a teacher on leave of absence shall be entitled to return to the same elementary school or same secondary school and department to which the teacher 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 teachers 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 teacher 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 teacher 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 teacher in the bargaining unit at the start of each school year.
- 12.2.4 Sick leave entitlement and deduction for contract teachers who are teaching less than full time or less than the contract year shall be on a pro-rata basis.
- 12.2.5 Thirty (30) days after the first day of school, the teacher in the bargaining unit shall receive an accounting, in writing, of the total number of sick leave days accumulated to that date. The credit for the current year shall be included in the report. Teachers hired from another school district shall be notified of sick leave transferred following their employment. The District shall provide these reports usually within thirty (30) working days of the start of the school year or the start of employment.
- 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 teachers to enable doctor visits to be handled with minimum loss of teaching and service time to the District. It is further agreed that teachers in the bargaining unit will endeavor to schedule doctor visits during non-teaching time whenever practical.
- 12.2.8 During a leave of absence, a teacher 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 A teacher who desires to check the District's sick leave records of his/her 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.

12.3 Extended Sick Leave

A teacher 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 his/her 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 Class II, Step 1 of the Teacher Salary Schedule. Concerning the above-referenced one hundred (100) duty days or less of extended sick leave, the teacher 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

Child rearing leave shall be available for a parent in connection with the arrival of a new child either through natural birth or adoption of a child who is not the child of the teacher's spouse.

12.4.1 A teacher 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 woman may begin child rearing leave at such time as she and her doctor deem advisable.

12.4.2 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, an employee shall be entitled to utilize the available sick leave.

12.4.3 During the first eighty-nine (89) days of child rearing leave, the teacher shall receive twenty-five percent (25%) of his/her 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 a teacher returns to duty, the child rearing leave and all of its provisions shall be terminated. If, however, a returning teacher who has not used the full child rearing leave then becomes ill with a childbirth related illness, she shall be reinstated up to the total maternity leave allowance. Concerning the above-referenced eighty-nine (89) days of child rearing leave, the teacher 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.

12.4.4 After the eighty-nine (89) days of child rearing leave as provided for above have been fully utilized, the teacher 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.

12.4.5 Child rearing leave beyond that provided for above may be requested and granted pursuant to the provisions set forth in Section 12.1.

12.4.6 Bargaining unit hourly teachers shall be entitled to child rearing leaves without pay.

12.4.7 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.

12.5 Bereavement Leave

12.5.1 In the event of the death of a member of a teacher's immediate family, the teacher 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 a teacher's

spouse, domestic partner or child, the teacher shall be entitled to a maximum of five (5) days of bereavement leave.

12.5.2 Members of the teacher's immediate family shall include the spouse, domestic partner, parents, step-parents, foster parents, guardians, father/mother-in-law, grandparents, children, siblings, grandchildren, son/daughter in-laws, uncles, aunts, nieces, or nephews 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 Teachers 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 his/her 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 Leave

12.6.1 A teacher 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 leave. A teacher may be required to further substantiate the need for such leave.

12.6.2 Personal 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 teacher'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 teacher'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 teacher's immediate family, such leave may be in addition to normal bereavement leave.

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

12.6.3 In the event such Personal 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 teachers 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 A teacher 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 teacher is summoned and reports for jury duty, the teacher shall be paid regular salary but any juror's fees, exclusive of mileage received by the teacher shall be deposited to the credit of the District at the Business Office. This provision shall apply to teachers 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 a teacher shall be required to report for regular teaching duties on any and all days when he or she is 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 a teacher is subpoenaed as a witness, the teacher 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 a teacher is under a subpoena.

12.8.3 No salary will be paid in cases where a teacher is a voluntary witness appearing for his/her 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, a teacher 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 teachers who are reserve members of the Armed Forces are required to make every effort to arrange for active duty for 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 teacher 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 teacher's military order shall be provided to the Principal and to the Human Resources Certificated Administrator as soon as available.

12.9.3 Teachers 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 his/her 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 his/her 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 A teacher 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 A teacher 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 teachers 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. Sabbatical Leave

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 ($\frac{1}{2}$) 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. Teachers who submit sabbatical proposals shall be notified of the acceptance or rejection of said proposals by April 15. Teachers 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 Class II, Step I of the Teacher 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 teacher may have been in a leave status during the previous year.

Any teacher 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 his/her full FTE for employment purposes upon his/her 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) teachers per school year. The selection of the eligible teachers 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 ten thousand seventy-eight dollars (\$10,078) per year for 2015-16 leave, shall be paid to the Berkeley Federation of Teachers. The ten thousand seventy-eight dollars (\$10,078) 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 teacher'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 teacher 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 teachers covered by this Agreement and included in the bargaining unit.

- 12.15.2 Each teacher 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 his/her 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 a user unless the user has exhausted his/her 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.
- 12.16.2 Bargaining unit Adult School teachers shall be eligible for all leaves of absence without pay for up to one (1) year.
- 12.16.3 Teachers 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 teacher 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 teacher.

12.17.2 Such examination shall be timely so as to be relevant to the illness and may be by the teacher'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 teacher, 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 teacher 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 teacher. The Superintendent shall then provide such transportation or agree to reimbursement.

13. CLASS SIZE

13.1 K-5 Classes:

13.1.1 At the K-5 level, maximum class size is 32.

13.1.2 Except as provided in sections 13.1.5 through 13.1.6 and 13.3.1 below, for the term of this agreement only, class size averages shall be as they appear below:

K-3 Level	20:1
4-5 Level	26:1

13.1.3 Except as provided in sections 13.1.5 through 13.1.6 and 13.3.1 below, for the term of this agreement only, all 3-4 combination classes, excluding dual immersion classrooms, shall not be higher than 22:1.

13.1.4 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.

13.1.5 Should funding for class size reduction (CSR) from the State for grades K-3 be reduced or eliminated, or should the District be unable to participate, class size averages for these grades will not continue at the level stated above and shall automatically revert to the following levels:

13.1.5.1 If Measure A remains in effect, class size averages for grade K-5 shall be 26:1.

13.1.5.2 If Measure A is repealed, expires, altered to reduce the 66% allocation for class size reduction pursuant to Measure A, Section 3A, or if the District declares a Severe Fiscal Emergency under the terms of Measure A, 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

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 seventy (170) student contacts 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 (6th) 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 A expires or is repealed, or if Measure A is altered to reduce the sixty-six percent (66%) allocation for class size reduction pursuant to Measure A, Section 3A, 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 Pre-School and Early Childhood Education

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

13.4.2 District pre-school 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 Pre-school 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. Students with Speech-Only IEPs shall be regarded as general education students for purposes of this section.

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 A traveling resource specialist shall be assigned no more than twenty-six (26) students.

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 case load.

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

The caseload maximum for Speech Language Pathologists shall be forty (40) 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/RTE services to up to seven (7) students with identified needs (but no IEP) above their caseload maximum.

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

13.6.5 Initial assessments for all K-12 students considered for special education services shall be the responsibility of the student's site. All subsequent assessments for students attending a District site shall be done by special education personnel at that site. 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. On the rare occasions a teacher is assigned a non-District site assessment, no more than one (1) per two- (2) month period shall be assigned.

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 Pre-school 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 the current specialized elementary special education Special Day Classes (SDC) (Rosa Parks autism class, Cragmont Counseling-Enriched class, John Muir Deaf and Hard of Hearing class, Oxford Medically-Fragile class), and the current middle school special education Special Day Class (SD) (Longfellow Severely-Handicapped class) and any new 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 contracted mental health organization support similar to the contract in force at Cragmont, King Middle and Berkeley High School as of the signing of this agreement.

13.7 Special Education Restructuring

13.7.1 School Ownership of Special Education Restructuring-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 ULSS 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 restructuring and ensure regular feedback and input from all the teachers, 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 special education FTE at the site. There shall be no other ULSS 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 (except John Muir, which will have 1.5 FTE), 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 his/her 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.

- 13.7.3.1 For the 2009-2010 school year only, if a special education teacher voluntarily reduces his/her FTE, either temporarily or permanently, or if for any reason a special education vacancy occurs (regardless of FTE), the District shall, in consultation with the Union, determine whether to fill the reduced or vacant FTE.
- 13.7.3.2 In addition, for the 2009-2010 school year only, the District may determine to fill such vacancies with certificated employees (not necessarily special education teachers) whose credentials and authorizations permit them to deliver services provided through the ULSS program.
- 13.7.3.3 Such vacancies occurring after the 2009-2010 school year shall not be filled in this manner and sections 13.7.3.1 and 13.7.3.2 shall expire June 30, 2010, at which time section 13.7.3 only shall apply to filling vacancies.
- 13.7.3.4 Special Education Administration with the input of the Inclusive Education Advisory Panel shall write an overall Professional Development plan. The plan shall include: training and in-service for case managers as the District transitions to the ULSS; training for principals and other administrators in their role in supervision and evaluations; training in positive behavior support; and a recommendation that staff have opportunities to visit other restructuring schools, both inside and outside the District. The site leadership team shall take that plan and identify the site-specific PD needs, solutions and funding as part of the site plan. The District/BFT Special Education Negotiations Committee shall review these plans and provide input.

13.7.3.5 The District/BFT Special Education Committee shall meet as needed to oversee the monitoring of ULSS programs, including looking at student outcomes.

13.8 Release Time Teachers

A full-time release time teacher who provides instruction during preparation time of K-6 teachers, shall have a case load 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. TEACHER COMPENSATION

- 14.1 Wages for 2015-2016 and 2016-2017: The District is proposing a two year compensation increase totaling ten percent (10%) over two years, comprised of a seven percent (7%) ongoing increase that includes a 1.0% increase to the District's contribution to health benefits, and a three percent (3%) on-time bonus.

For 2015-2016:

Unit members employed for the 2015-16 school year shall receive an on schedule increase to all rates and schedules of four percent (4%), effective July 1, 2015.

- 14.2 Wages for 2016-2017:

- a. Unit members employed for the 2016-2017 school year shall receive a one-time lump sum bonus equal to three percent (3%) of their salary for 2016-2017. For salaried unit members, this bonus shall be paid on the first regular pay warrant after July 1, 2016. For hourly and substitute unit members employed for the 2016-2017 school year, this bonus shall be paid on their August 31, 2017 pay warrant.
- b. In the event the District receives at least an additional two million dollars (\$2,000,000) in ongoing State funding for Adult Education (compared to 2014-2015 funding), then unit members employed for the 2016-2017 school year shall receive, effective July 1, 2016, an on schedule compensation increase to all rates and schedules in an amount of two percent (2%). In the event the District receives less than an additional two million dollars (\$2,000,000) in ongoing State funding for Adult Education (compared to 2014-2015 funding), then unit members employed for the 2016-2017 school year shall receive, effective July 1, 2016, an on schedule compensation increase to all rates and schedules in an amount equal to 70% of every 55 cents (55¢) of each additional dollar received by the District from the State for adult education funding.

For example, if the District receives \$1,500,000 in additional ongoing funding for adult education from the State, BFT unit members shall receive a 1.12% ongoing salary increase as follows:

Sample Calculation:

$1,500,000 \times .55 = \$825,000$

$825,000 \times .7 = \$577,500$ (BFT constitutes 70% of unrestricted salaries)

$\$577,500/515,000 = 1.12\%$

14.3 Total Compensation-- Wages and Health Benefits

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

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 were “grandfathered” on to the K-12 salary schedule shall be limited to Column III (BA + 36).

14.4.2 Current teachers who were “grandfathered” on to the K-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 his/her 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 his/her class qualifying for Head Start will receive an annual stipend payable in one (1) lump sum in May, as follows: (see Appendix 15)

- For full time teachers in a single classroom who have between one (1) and ten (10) Head Start students - \$849
- For full time teachers in a single classroom who have between eleven (11) and sixteen (16) Head Start students - \$1,273

- For full time teachers in a single classroom who have more than seventeen (17) Head Start students - \$1,698
- Part time teachers (less than 1.0 FTE) - \$424

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 "10-19 Days" substitute daily rate for each and every day of the summer assignment. Summer session teachers in the Early Childhood Education Program with an assignment of three (3) or more hours will be paid the full "10-19 Days" daily rate. Summer session teachers with an assignment of less than three (3) hours will be paid exactly half of the "10-19 Days" daily rate.

14.5 Secondary Schools

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

14.5.2 Coaches whose teams are involved in official post season CIF tournaments or playoffs shall receive \$212.24 for each week of extended competition.

14.5.3 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 Coordinator, ESL Coordinator two (2), Off-Site (Older Adults and Adults With Disabilities), Career Technical Education and such other coordinator positions which the District may designate on an as needed basis.

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 K-12 Salary Schedule

14.7.1 New teachers hired by the District shall be given year for year credit for all comparable teaching experience. Teachers entering the District with years of service in districts outside of the District will stay three (3) years at Step 12 or a total of twelve (12) years in the District, whichever comes first, and then move to the first longevity step and thereafter will progress according to the salary schedule. (See Appendix 28.)

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 All course work must be pre-approved by the District. It is recommended that approval be obtained before course work is initiated; however, approval must be obtained within two (2) weeks of a class being initiated. Written notification of the approval or non-approval shall occur within five (5) days of receipt of the teacher's original request and reasons provided to the teacher if the course was not approved on the salary schedule.

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

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

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

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 teacher is on Column VII of the salary schedule or is an hourly Adult School teacher. Such inservice credit shall be provided for teachers 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 Teachers who are required to attend IEP 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.

14.9.4 Early Childhood Education teachers 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 teacher 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 teachers 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 teacher 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 s/he subsequently returns to the continuing assignment, this shall not be considered a break in service.
- 14.11.5 Laid-off teachers 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 teacher 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 teachers 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 teachers 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.
- 14.11.10 All Early Childhood Education substitute service and all teaching beyond the 202 day work year will be paid at the K-12 daily substitute salary schedule rate. Service will be paid at the K-12 daily substitute salary schedule for any assignment of five (5) hours or more. Assignments between two (2) and five (5) hours will be paid on a prorated basis. (i.e. The 2002-03 daily rate is \$117.66 so the 2002-03 hourly rate is \$19.61). A minimum of two hours will be paid for a substitute called in for any portion of the day. Long term Early Childhood Education substitute

assignments will advance in pay at the same intervals as long term K-12 substitute assignments (ten (10) days, twenty (20) days, forty-four (44) days). (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 is 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 full 0-9 day 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 The District inservice programs provided by the District without compensation if room is available.

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.

14.12.2 Part Time Employees: The District contribution to the cost of health and dental plans for all part-time teachers and his/her dependents shall be in the same ratio as the regular part-time assignment bears to a full-time work assignment.

14.12.3 Effective October 1, 2008 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits, including medical,

dental, employee assistance plan, and life insurance, shall be established at the following levels:

Kaiser Employee Only:	\$ 358.27 month
Kaiser Employee Plus One:	\$ 716.54 month
Kaiser Employee Plus Two:	\$ 1013.9 month
Health Net Employee Only:	\$ 431.8 month
Health Net Employee Plus One:	\$ 866.12 month
Health Net Employee Plus Two:	\$ 1013.90 month
MetLife Dental Coverage:	\$ 66.15 month
MHN Employee Assistance Plan Coverage:	2005-2006 Premium Rate
MetLife Life Insurance Coverage:	2005-2006 Premium Rate

Effective January 1, 2016, the District will increase its contribution to health benefits by the equivalent of a one percent (1%) increase in compensation, divided by the total number of bargaining unit members enrolled in District health benefits, which the parties agree equates to a \$80/month increase (\$960/annual) to the District's contribution for Employee Only, Employee Plus One, and Employee Plus Two.

- 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 Independent Study hourly teachers only who do not wish to be covered by the District health plan 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 (High) health plan in effect at the time of payment. Adult School and Independent Study 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.

14.12.8 Health Benefits coverage shall go into effect no later than the first contractual work day for all bargaining unit members.

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 teacher be hired back to teach in the District in the year following his/her year of temporary service, regardless of the contract s/he signed with regards to health benefits coverage, s/he shall receive health benefits coverage (retroactive if need be) for the summer following the year of temporary service.

14.13 Health Benefits: Adult School

14.13.1 Adult School bargaining unit hourly teachers who work at least nine (9) hours per week may enroll in a regular District health plan (medical or dental or both) beginning the second year of employment. 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 current premium formulae. 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 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 Health Benefits: Independent Study

Independent Study hourly teachers who work at least nine (9) hours per week may enroll in a regular District medical and dental plan beginning the first year of employment. For part-time Independent Study hourly teachers, the District will contribute an amount prorated to the weekly hourly teaching assignment. Independent Study bargaining unit hourly teachers who do not wish to be covered may receive the District contribution as provided in District/BFT 14.12.7. The prorated District contribution is based on a full-time teaching equivalent of thirty (30) hours per week.

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 15. (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. Employee contributions to the dental plan shall be as follows:

There may be a twenty-five dollar (\$25.00) annual deductible that shall apply only to dependents of the employee to a maximum of fifty dollars (\$50.00) per family.

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 teachers, teachers 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, teachers 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 Teachers 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 a teacher is absent from school as a result of bodily injury due to an assault arising out of or in the course of his/her employment, s/he shall be paid his/her 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 same and opposite gender 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 his or her losses.

14.18 Other Provisions

14.18.1 In the event a teacher does not receive all or part of his/her paycheck, the Business Office of the District shall immediately be notified. Reimbursement arrangements shall be provided by the Superintendent within five (5) days.

14.18.2 In the event the District overpays a teacher, the teacher 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 a teacher on extended sick leave or maternity leave, such repayment shall be prorated over the remaining months of the fiscal year at the request of the teacher.

- 14.18.3 Part-time teachers 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 a teacher with written notice of the need for a tuberculosis (TB) verification a minimum of thirty (30) working days before the Superintendent requires said verification. In the event that the Superintendent fails to give such notification the Superintendent shall be able to withhold pay only upon having given thirty (30) days' notification.
- 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 Board shall adopt a resolution electing to provide bargaining unit members employed less than .50 FTE who are not current participants in STRS with the option of electing the Cash Balance Plan offered by the State Teachers' Retirement System (STRS).

Contributions to this plan shall total a pretax amount equal to eight percent (8%) of the bargaining unit member's creditable earned salary in accordance with Internal Revenue Code Section 414 (h) (2).

Participating bargaining unit members shall contribute 2.05% of their creditable earned salary deducted from each paycheck.

The District shall make the contribution of six and a quarter percent (6.25%) of each bargaining unit member's account who elects to participate in the cash balance plan.

- 14.18.8 The District shall make every effort to provide substitutes for teachers and maintain an adequate substitute list. In emergency situations when a substitute is not available, elementary teachers who are assigned uncovered students shall receive the daily substitute rate; the daily

substitute rate shall be received on a pro-rata basis if more than one (1) teacher is assigned uncovered students. In emergency situations when a substitute is not available, secondary teachers who are assigned uncovered students shall receive the per diem rate. The teacher'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.

14.18.9 National Board Certification

Bargaining unit members who complete the process and obtain National Board certification shall be reimbursed for the fees to obtain said certification. The District shall not be liable for any application processing charges, initial fees or assessment fees where the candidate voluntarily withdraws from the process. All reimbursements shall be net of any financial aid or grant the teacher receives for these fees. A copy of the receipts shall be provided to the District. The first twenty-five (25) teachers holding National Board Certification by June 30, 2011 shall receive an annual stipend listed in Appendix 9.

14.18.10 Psychologists and counselors shall receive a stipend for services rendered in the school year (See Appendix 9). Additionally, psychologists and counselors will be paid at a per diem rate for services as provided in this Agreement. During the fiscal year, at least nine (9) days of additional service shall be required and per diem compensation provided.

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 teacher and his/her Principal/designee 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 mandatory B-PAR Improvement Plans (Form C) and dismiss unsatisfactory teachers who do not improve sufficiently after being provided with a B-PAR 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. Information based on secondary sources shall be given limited weight.

15.2.2 A teacher's primary evaluator shall normally be his/her principal or administrative designee. A teacher in an evaluation year shall receive notification by September 30 of his/her evaluator(s).

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

15.3 Formal Evaluations

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

15.3.2 Permanent status teachers shall be provided at minimum with an evaluation every other year.

15.3.3 The B-PAR Panel or principal/designee 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 teachers receiving a Summative Evaluation rating of "Unsatisfactory" will be mandatory referred to B-PAR. 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 principal/designee, a permanent teacher receiving a Summative Evaluation with an overall rating of "Distinguished" or "Proficient" may participate in alternative evaluation procedures in his/her subsequent evaluation year. Alternative evaluation procedures shall be determined by the B-PAR Panel and shall be in accordance with the Stull Act.

15.3.6 The District shall ensure the evaluation of certificated staff working with the ULSS model. These evaluations are done for the betterment of the District and the Union. This provision, 15.3.6, is not grievable. This provision, 15.3.6, does not change existing language under Article 15.9.1 or the ability of the Union to grieve Article 15.9.1.

15.4 Formative Observations

- 15.4.1 Tenured teachers shall receive at least two (2) formative observations per year. Temporary contract, probationary teachers, potential B-PAR referred teachers, and B-PAR referred teachers shall receive at least three (3) formative observations per year. At least two (2) formative observation visits shall take place by February 15. For teachers receiving a minimum of three (3) observations per year, the third formative observation shall take place by April 15.
- 15.4.2 Each Formative Observation visit shall be a minimum of twenty (20) continuous minutes. At the teacher's request, the teacher 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 teacher shall receive a copy of his/her 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 principal/designee and the teacher 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 teacher 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 teacher 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 principal/designee.
- 15.5.2 By March 15, the District shall make a report to the B-PAR Panel which includes the name(s) of any teacher 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 B-PAR 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 teacher.

- 15.5.3 Written notification of the possibility of a Summative Evaluation with an overall rating of “Unsatisfactory” shall be provided to the teacher by March 15.

15.6 Teachers Mandatory Referred to B-PAR

- 15.6.1 At the conclusion of a Participating Teacher’s year of review, and in keeping with the California Education Code, the B-PAR Panel shall make a recommendation in the form of a written report to the Participating Teacher, the Principal, the Superintendent, and the Board of Education that:
- a) the Participating Teacher has demonstrated sufficient improvement with regard to the District/California Standards for the Teaching Profession and should be exited out of B-PAR; or
 - b) the B-PAR Panel does not believe further assistance and remediation will be successful, with documented reasons in support of the conclusion. If dismissal proceedings begin, the B-PAR Program will provide the Participating Teacher with career advising; or
 - c) the B-PAR Panel believes progress is being made without proficiency yet being demonstrated and the Improvement Plan should be extended to a second year.
- 15.6.2 All referred-teachers will continue to be monitored by the B-PAR program for at least the following two (2) years. Should a referred teacher receive a summative evaluation of unsatisfactory in the two (2) years following his/her mandatory referred year, the B-PAR Governing Panel will review the case and make a follow-up recommendation to the Superintendent per Article 15, Section 6.

15.7 Personnel Files and Performance Reviews:

- 15.7.1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher is given notice by "cc: Personnel File" or by a letter stating that the material will be entered in the file. The teacher 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 teacher the removal of such materials.
- 15.7.2 Teachers may request and meet within five (5) days with the administrator before derogatory material is placed in their personnel files.
- 15.7.3 The teacher'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 teacher shall have the right to review any material in his/her personnel file.
- 15.7.5 No documents shall be used for the purpose of reviewing the performance of a teacher unless the teacher has access to the documents.
- 15.7.6 All materials used for performance review of a teacher 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 A teacher has the right to request inclusion of any document relevant to his/her performance in his/her file. No materials related to the teacher's performance shall be removed from the teacher's file without the teacher's permission.

- 15.7.8 Should the principal deem it necessary to communicate with a Participating Teacher in the B-PAR 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 B-PAR Panel.
- 15.7.9 Discussions with teachers 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 Teachers shall have the right to be accompanied and represented by a Union representative during a meeting involving potential disciplinary action against the teacher per the Weingarten ruling.

15.8 Formal Complaints

Formal complaints from community members against an individual teacher shall be referred to the Principal. If the complaint is not resolved by the Principal and the complaint could affect the performance review of the teacher, the complaint shall be reduced to writing by the complainant and copies provided the District Compliance Officer (DCO) and the teacher. A summary of the complaint will be provided to the teacher at or before the beginning of any interview with the teacher about the complaint. If the DCO views it necessary s/he shall meet with the teacher 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 teacher the complaint could affect the performance review of the teacher the complaint shall be provided to the Superintendent. If the Superintendent views it necessary s/he shall meet with the teacher 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 teacher 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 teacher. 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 teacher's Formative Observation or Summative Evaluation report, the principal/designee will notify the teacher of any party(ies) who is/are scheduled to be present at the meeting. If the teacher plans to have his/her representative present at such a meeting, the teacher shall notify the principal/designee.
- 15.9.3 No teacher shall be evaluated on school conditions beyond his/her control. Additionally, no teacher 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 teacher 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 teacher 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 teacher's personnel file. Sending

Formative Observation reports to the Human Resources Department and including them in the teacher's personnel file is optional. In the event that Formative Observation reports are sent to the Human Resources Department, the teacher shall be notified and the teacher's responses to the Formative Observation reports, if submitted, must also be attached.

15.9.6 The Board shall not make any ranking of teachers for evaluation purposes under this Article.

15.9.7 A teacher may provide input for the performance review of an Instructional Aide, Tutor or Substitute Teacher, but shall not serve as the primary reviewer. The District recognizes that teacher 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. Teachers 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 teachers.

15.9.8 In their evaluation year, all itinerant teachers, including Special Education teachers 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 Preferential consideration will be given to calling bargaining unit substitutes for day-to-day positions and for long-term assignments.

15.10.1.2 To assure that unit members are teaching classes in accordance with established policy and guidelines.

15.10.1.3 To identify planning and instructional delivery practices which need improvement and make recommendations for such improvement.

15.10.1.4 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 Principal or his/her designee. Hourly teachers new to the unit will be reviewed during the first year and as deemed necessary by the responsible administrator or his/her designee.
- 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 Principal or his/her designee.
- 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, s/he 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 teacher reports of possible unsafe and/or harmful working conditions for teachers 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 his/her teachers, 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 Teachers 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 teachers 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 a teacher for loss/damage of personal effects when such loss/damage results from the necessity of a teacher'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 teacher'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, teachers 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 teachers 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 teachers 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 teachers with respect to student discipline as it affects teacher safety including the use of corporal punishment and rights of suspended students shall be presented to each teacher.

16.12 Upon serious threat or assault of a teacher by a pupil and/or parent, guardian, or other adult representing a student, the teacher 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 teacher 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 teachers 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 teacher 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 Medical and Dental Benefits

- 17.1.1 To be eligible to participate in the 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. A teacher's request for approval and the response shall be in writing.
- 17.1.2 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, teachers 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, teachers 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 (67th) birthday.
- 17.1.3 Salaried bargaining unit members who retire following June 30, 2006: Until the sixty-fifth (65th) 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 (65th) birthday until their sixty-seventh (67th) birthday.
- 17.1.4 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.
- 17.1.5 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.

17.1.6 Teachers 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.

17.1.7 All bargaining unit members hired after July 1, 2005 shall only receive medical and dental benefits covered in Article 17.1 if they meet both the following criteria:

- a) Have been a full-time teacher 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 medical and dental benefits specified in Article 17.1 even if s/he does 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 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.

17.2 Consultancy Contracts

17.2.1 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.

17.2.2 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.

17.2.3 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.

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

17.3 Reduced Work Load

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

17.3.2 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.

17.3.3 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 teacher.

17.3.4 The employee shall be paid a salary which is pro-rata share of the salary s/he would be earning had s/he 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.

17.3.5 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%).

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

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

- 17.3.8 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.
- 17.3.9 In order to implement the reduced workload provisions of this section, the teacher must make application to the Human Resources Department as early as possible but no later than July 15, prior to the start of the leave. All rules and regulations of the State Teachers' Retirement System will be followed by the teacher and the District. A reduced workload leave may be granted after the July 15 deadline, by mutual consent of the teacher and the District.
- 17.3.10 Sick leave entitlement shall accrue in an amount proportionate to the level of employment. (Example: A .50 FTE teacher would accrue half the sick time of a full-time (1.0 FTE) teacher.) Employees on a reduced work load 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 (B-PAR) 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 teachers. 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

The Berkeley Peer Assistance and Review Program (B-PAR) shall include all teachers working with K-12 students.

18.3.1 Assistance and professional development of Berkeley Unified teachers will be provided within the Berkeley Peer Assistance and Review Program (B-PAR). Consulting Teachers will be trained and certified to support all teachers, new and veteran, include those participating in BTSA, intern, pre-intern, or other support programs.

18.3.1.1 Consulting Teachers will contribute regular reports to the B-PAR Governing Panel on any permanent status teacher who has received a less than satisfactory evaluation from the previous year. Consulting Teachers may also be asked by the B-PAR Governing Panel to conduct formative observations on Mandatory Referred teachers which they are not directly supporting.

18.3.1.2 Neither Consulting Teachers nor Consulting Teacher reports will substitute for the Principal's role as primary evaluator of teachers.

18.3.1.3 In accordance with BTSA guidelines, Consulting Teachers will not provide reports on new teachers for whom they are designated Support Providers.

18.3.1.4 The B-PAR Panel will make final recommendations to the Superintendent who then makes recommendations to the Board of Education regarding retention or dismissal of all teachers receiving unsatisfactory evaluations.

18.3.1.5 The B-PAR 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.

18.4 B-PAR Governing Panel

18.4.1 The B-PAR Governing Panel shall be composed of seven (7) members. Four (4) members shall be appointed by BFT. Three (3) administrators shall be appointed by the Superintendent.

18.4.2 Decisions by the B-PAR Governing Panel will be made by consensus whenever possible. Should a vote be required, passage of any decision with either eight or seven 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.

18.4.3 The deliberations of the B-PAR 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 number of Panel members voting on each side of the question.

18.4.3.2 A Panel member shall excuse him/herself from discussion and voting on any matter in which she/he has a professional or personal conflict of interest. In those cases where a member excuses him/herself from discussion and voting the panel will ensure that the resulting panel meets the requirements of Education Code Section 44502(b).

18.5 The B-PAR Governing Panel shall:

- a) review the level and scope of Improvement Plans for all referred teachers
- b) when resources permit, assign Professional Development Plan (Form A) support to permanent status teachers who volunteer
- c) make end of year recommendations regarding teacher retention or dismissal to the Superintendent who will then make recommendations to the Board of Education
- d) select Consulting Teachers and other teacher leaders paid for from B-PAR funding
- e) assist in planning the training of Consulting Teachers and other teacher leaders
- f) review annually the performance of Consulting Teachers
- g) oversee Consulting Teachers' support of non-BTSA teachers
- h) modify the B-PAR Program within the provisions of the District/BFT contract
- i) make proposals to the District and the Union for changes to Article 19 or Article 15
- j) select a Panel Chair
- k) develop and administer the B-PAR budget each year
- l) research, evaluate, and adopt professional development resources available within the District and the community including, but not limited to:
 - 1. Local higher education institutions that would offer courses, content consultations, conferences, classroom visits from professors
 - 2. Recruitment and support for teachers obtaining National Board Certification

3. Identification of teacher center programs, conferences, and consultants from outside the District who would assist in professional development

- m) advise and/or assign professional development resources to Participating Teachers that are relevant and fit identified needs
- n) assure new standards evaluation training for Consulting Teachers
- o) coordinate annual evaluation of B-PAR Program. During the annual evaluation, the B-PAR Panel will explore its role in relation to the review of non-tenured teachers.

18.6 Consulting Teachers

- 18.6.1 Consulting Teachers will be selected by the B-PAR Panel for a two (2) year term. The B-PAR Panel will have the option of extending the term for a third year.
- 18.6.2 Any Consulting Teacher or B-PAR Coordinator with release time shall earn the salary amount, benefits, salary schedule advancement, and years of credit that s/he would normally earn as a District classroom teacher.
- 18.6.3 To compensate for additional hours, each Consulting Teacher and the B-PAR Coordinator will earn an annual stipend annually. The B-PAR Coordinator stipend will be prorated for a B-PAR Coordinator with less than 100% full time equivalent release time.
- 18.6.4 One (1) release time B-PAR Coordinator will be selected by the BFT PAR Panel each year. The B-PAR Coordinator will be provided with additional days of pay at a per diem rate if approved by the B-PAR Governing Panel.
- 18.6.5 Consulting Teachers will have access to desk space, a copy machines, telephones, and other office supplies.
- 18.6.6 The B-PAR Panel will provide each Consulting Teacher with an annual evaluation report. Reports will be written and may include input from fellow Consulting Teachers, B-PAR Panel Members, Principals, and Participating Teachers.

18.6.7 A Consulting Teacher's caseload will be determined by the B-PAR Governing Panel. Caseloads will be as evenly distributed as possible among all Consulting Teachers.

18.7 Participating Teacher Guidelines

18.7.1 All teachers newly hired to Berkeley Unified are required to attend all paid New Teacher Orientation Days that are developed by the B-PAR Panel. All teachers new to Berkeley Unified are also required to participate in the B-PAR program according to guidelines set by the B-PAR Governing Panel.

18.7.2 Participating Teachers may, on occasion, be required to remain beyond his/her duty day in order to meet with a Consulting Teacher or the B-PAR Governing Panel.

18.8 Referral of Teachers

18.8.1 Any teacher whose contractually valid end of the year performance review is less than satisfactory will be mandated to participate in B-PAR.

18.8.2 Each referral shall be reviewed by the B-PAR Panel to determine whether a Consulting Teacher will be assigned to assist the referred teacher meet the requirements of the Improvement Plan (Form C). The B-PAR Panel may request that Consulting Teachers also make observations and reports on referred teachers in order to determine the level and scope of Professional Development Improvement Plan (Form C) most appropriate for each Participating Teacher.

18.8.3 The B-PAR Program 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.

18.9 Participating Teacher Rights to Due Process and Representation

18.9.1 A Referred Teacher may be present for the presentation of his/her end of year report to the B-PAR Governing Panel and will be given an opportunity to respond to said report.

- 18.9.2 All Referred Teachers shall have the right to request Union representation during presentations to the B-PAR Governing Panel.
- 18.9.3 A Referred Teacher may not be present during deliberations of the B-PAR Governing Panel which are confidential.
- 18.9.4 A Referred Teacher shall be entitled to review all end of year evaluations by his/her Principal and all end of year reports generated by Consulting Teachers and to have his/her comments attached. The B-PAR Governing Panel will provide the Referred Teacher with copies of such reports at least five (5) working days prior to the meeting of the B-PAR Governing Panel at which the reports will be considered.
- 18.9.5 Decisions by the B-PAR Governing Panel 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.
- 18.9.6 A Referred Teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Consulting Teacher, Principal, or Panel Members, but may file responses that shall be part of the official record.
- 18.9.7 The Referred Teacher shall have the right to timely reports of progress being made.
- 18.9.8 The Referred Teacher shall have the right to present reasons in writing to the B-PAR Governing Panel that request a replacement of a specific Consulting Teacher and to have the request considered.
- 18.9.9 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.
- 18.9.10 Should a teacher wish to contest a recommendation for dismissal, the documents related to the case shall be referred to an impartial arbitrator for review.
- 18.9.11 The impartial arbitrator shall be selected from a panel of arbitrators selected by the B-PAR Governing Panel.

18.9.12 If the impartial arbitrator determines that procedures have been correctly followed, the Union will agree that its obligation of fair representation has been met.

18.9.13 The District and BFT agree that the cost of the arbitration process shall not decrease the administrative expenditure limitations of AB1X. If the cost of the process exceeds said limitations, and cannot be reimbursed from other sources, the excess cost shall be split between the District and the Union.

18.10 Board of Education and Superintendent Rights and Responsibilities

18.10.1 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.

18.10.2 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-re-election of certificated employees.

18.10.3 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.

18.10.4 Through its basic liability insurance coverage, the District shall hold harmless the members of the B-PAR Governing Panel, the B-PAR Coordinator, Support Providers, and Consulting Teachers 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 principals and other administrators involved in the teacher evaluation process.

18.11 Budget

18.11.1 Commencing with the 2001-02 school year, B-PAR revenue shall include, but not be limited to, all PAR (AB1X) funding allocated to the District, and all BTSA funding allocated to the District.

18.11.2 Commencing with the 2001-02 school year, all additional District revenues earmarked for staff development will be reported to the B-PAR Governing Panel for allocation input.

18.11.3 In the event that state funding for PAR is changed, the Union and the District will discuss modifications to the program to fit within the new budget parameters.

18.11.4 As part of the annual review, the B-PAR Governing Panel will have access to pertinent budget documents in order to ensure that all Program expenditures were appropriate.

18.11.5 At the conclusion of each fiscal year, if revenue exceeds expenditure, the B-PAR Governing Panel shall determine the allocation of the surplus in a manner that facilitates the purpose of this article.

18.12 Professional Development Council

Beginning in the second semester of the 2004-05 school year, the District administrator in charge of staff development shall convene an Elementary and Middle School Professional Development Advisory Council. The Council will be comprised of teacher representatives in Grade K-8 and will meet a minimum of two (2) times per year with additional meetings scheduled as needed.

Representatives will provide feedback from sites about the quality and effectiveness of current professional development opportunities and will advise the Director about priorities for future District-wide professional development.

The council will include one (1) representative from each elementary school, two (2) representatives from each middle school, the BFT President (or designee) and a representative from other non-represented K-8 teachers as mutually agreed upon by BFT and the District (i.e. music, special education, reading recovery). Council representatives will reflect the diversity of the District community as much as possible and will be mutually appointed by the BFT president and the District administrator in charge of staff development.

Representatives from Berkeley High School, Berkeley Alternative High School, Early Childhood Education Program, Berkeley Adult School, and Berkeley Independent Study will provide professional development input to the administrator in charge of staff development through their school's shared governance and/or leadership team process.

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 Teachers will retain rights to and ownership of books, tapes, films and all copyrightable material produced by the teacher on non-duty time outside the scope of the teacher's normal duties and responsibilities to the District.
- 20.2 Teachers 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 teachers is improper.
- 20.3 The children of Berkeley teachers 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 a teacher request that his/her child be permitted to enroll at the school to which s/he is assigned, the District will make every effort to enroll the child at the site in the Spring when students are normally assigned.
- 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 teachers 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 s/he applies.
- 20.7 Substitute teachers shall be provided access to materials and equipment required to perform assigned duties.
- 20.8 No teacher 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 teachers 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, 2015 through June 30, 2017. The parties agree to a re-opener for the 2016-2017 year as follows:
- a. 2016-2017 re-opener for Article 11 (Hours of Employment), Article 13 (Class Size) and Article 14 (Compensation).
 - b. The parties agree to start the meet and negotiate process for the 2016-2017 re-openers after November 30, 2016.
- 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, 2017.

Each party must submit the Initial Proposals to the other party, in writing by February 28, 2017.

If the proposals are delivered by U.S. mail, they must be postmarked by February 28, 2017.

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.