

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

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

1. AGREEMENT

This agreement, made and entered into ~~effective the this~~ 1st day of July ~~2008-2012~~ between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "Board"), and the Berkeley Federation of Teachers, AFT, Local 1078, AFL-CIO (hereinafter referred to as the "Union"), ~~shall become effective this date and~~ shall continue until June 30, ~~2010~~2013.

8. TRANSFER

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 ~~to the District-wide music program~~ on a District-wide basis.

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, ~~music teachers in the following services will be considered assigned to the District-wide music program.~~ 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)

14. TEACHER COMPENSATION

14.1 Wages for ~~2008-2009~~2012-2013

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

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

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

#### 24. EXPIRATION OF CONTRACT AND RE-OPENERS

24.1 The parties agree that the term of this Agreement shall be from July 1, ~~2010-2012~~ through June 30, ~~2012~~ 2013.

24.2 In the event of any litigation, verdict, judgment, award, or settlement which results in the inability of the Berkeley Unified School 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.

24.3 The parties agree to start the meet and negotiate process for the subsequent Agreement on or before ~~March 15, 2010~~ October 1, 2013.

Each party must submit the Initial Proposals to the other party, in writing by ~~February 28, 2010~~ September 15, 2013.

If the proposals are delivered by U.S. mail, they must be postmarked by ~~February 28, 2010~~ September 15, 2013.

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

FOR THE DISTRICT:

  
Signature \_\_\_\_\_ Date 5/28/13

FOR BFT:

  
Signature \_\_\_\_\_ Date 5/28/13