

**Tentative Agreement
between the
Berkeley Unified School District (BUSD)
to the
Union of Berkeley Administrators (UBA)
August 20, 2015**

The Berkeley Unified School District (District) and the Union of Berkeley Administrators (UBA) tentatively agree on the following changes to the collective bargaining agreement between the parties as the reopener agreement for the July 1, 2013 to June 30, 2016 collective bargaining agreement.

7. EVALUATION PROCEDURE

7.1 Recognizing that the District's personnel evaluation procedures are intended to identify, reinforce and improve knowledge, skills, attitudes and abilities that result in the achievement of predetermined goals and objectives, all supervisory unit members shall be formally evaluated. Additionally, a necessary role of the evaluation process is to identify and discharge incompetent supervisory unit members.

7.2 Difficulty and complexity of assignment shall be considered in the evaluation. Evaluation shall include commendations for outstanding performance where appropriate. If the evaluation references complaints filed against the evaluatee, the evaluatee shall have been informed about the complaints prior to the reference in the evaluation.

7.3 The criteria for evaluation are solely the prerogative of the Board of Education and all forms used in evaluation shall be based on those criteria.

7.3.1 By September 1st of each year, the Assistant Superintendent of Educational Services shall identify the areas of focus for the school year. This deadline may be extended by mutual agreement between the Assistant Superintendent and UBA. Once areas of focus have been established, changes or adjustments to the areas of focus for classroom visits or "walk-throughs" during the school year may be made by mutual agreement.

By September 30th, the tool for data management and the process for its use shall be jointly developed by representatives of UBA and the Educational Services Department. By April 30th, principals and vice principals shall complete data entry of a minimum of sixty (60) informal classroom visits ("walkthroughs") for the school year. If the development and training on the use of the tool is delayed, the number of required data entries of classroom visits will be adjusted accordingly. The evaluations for principals and vice principals shall include a reference to this requirement provided the requisite training is offered within a reasonable time.

- 7.4 The instrument for evaluation of supervisory personnel will be mutually agreed upon by UBA and the District. The instrument shall reflect priorities and goals set by the Board.

13. COMPENSATION

13.1 Wages for 2013-2014 and 2014-2015:

- a. If, before the expiration of this current collective bargaining agreement, the District agrees to a higher total compensation increase for the Berkeley Federation of Teachers (BFT), the District shall increase the total compensation of UBA unit members by the same percentage.

- b. For 2013-2014:

Unit members employed in the 2013-2014 school year shall receive a one-time lump sum bonus equal to two per cent (2%) of their salary as of July 1, 2013. The bonus shall be paid on the first regular pay warrant at least fifty (50) days after ratification of the Agreement.

Unit members employed for the 2013-2014 school year shall receive an on schedule compensation increase of one and one-half per cent (1.5%) effective July 1, 2013, which shall be applied to all rates and schedules.

- c. For 2014-2015:

Unit members employed for the 2014-2015 school year shall receive an on schedule compensation increase of two percent (2%), effective July 1, 2014, which shall be applied to all rates and schedules.

- d. For 2015-2016:

Effective July 1, 2015, unit members employed for the 2015-2016 school year shall receive an on-schedule increase to all rates and schedules of four (4) percent which is equivalent to the increase implemented for the Berkeley Federation of Teachers (BFT). Within forty-five (45) days of the signing this agreement, the District shall pay the retroactive check(s) required by the above salary increase.

- 13.2 The attached salary schedules will become effective on July 1, 2013, ~~and July 1, 2014,~~ and July 1, 2015. (See Appendices).

13.13 CCL

13.14 Medical Benefits

- 13.14.1 The Board agrees to provide hospital, surgical and major medical insurance coverage through the term of this Agreement, subject to requirements of the various insurance carriers. The District agrees to provide dental, employee assistance plan, and life insurance coverage.

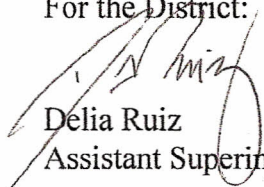
Out of the total compensation dollars indicated in 13.1 above, the District will pay toward health and medical benefits the maximum amounts as shown below:

Kaiser - employee only	\$358.27
Kaiser - employee plus one	\$716.54
Kaiser - employee plus two or more	\$1,013.90
Health Net - employee only	\$431.80
Health Net - employee plus one	\$866.12
Health Net - employee plus two or more	\$1,013.90

Health Net maximum amounts apply to all Health Net plans including regular, PPO and POS plans.


- 13.14.2 The benefit levels paid for by the District for medical coverage will remain the same as 2007-08 until December 31, 2015. Effective January 1, 2016, the District will increase its contribution to health benefits by the equivalent of one percent (1%) increase in compensation divided by the total number of bargaining unit members enrolled in the District's health benefits which the parties agree equates to \$112/month increase (\$1,344/annual) to the District's contribution for Employee Only, Employee Plus One, and Employee Plus Two or More. This is equivalent to the increase implemented for the Berkeley Federation of Teachers (BFT). Co-payments and monthly costs that exceed the cap will be determined with all units participating in the Cost Containment Committee.

For the District:


Delia Ruiz
Assistant Superintendent, Human Resources

Date: 09.20.15

For UBA:


Janet Levenson
President

Date: 08/20/2015