

AGREEMENT BETWEEN

BERKELEY UNIFIED SCHOOL DISTRICT

and

THE UNION OF BERKELEY ADMINISTRATORS



July 1, 2022 – June 30, 2024

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APPENDICES:

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- (2) School Calendar 2022-2023 and School Calendar 2023-2024
- (3) UBA Benefits Charts effective 01/01/2022 and 01/01/2023
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1. AGREEMENT

This Agreement, is by and between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the “Board” or “District”) and the Union of Berkeley Administrators, AFSA, Local 81, AFL-CIO (hereinafter referred to as “UBA” or “Union”), shall become effective July 1, 2022 and shall continue until June 30, 2024.

2. RECOGNITION

2.1 Exclusive Bargaining Unit

The Board of Education of the Berkeley Unified School District (hereinafter “BUSD” or “District”) recognizes the Union of Berkeley Administrators (hereinafter “UBA”), as the exclusive bargaining representative of a bargaining unit of certificated supervisory employees. The unit represented by UBA shall include all certificated supervisory positions designated as principals, vice-principals, deans, program supervisors, coordinators, department chairpersons, managers, and coordinators.

2.2 Definition

Supervisory Employee means an employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

2.3 New Positions

Any position created during the lifetime of this Contract that complies with the description in Section 2.2 may be included in the unit by decision of the Public Employment relations Board or by mutual agreement of the parties. If it is determined that the new position belongs in the UBA unit, the salary, calendar and other conditions of employment for such added positions shall be set by BUSD-UBA negotiations and made part of this contract.

3. RIGHTS AND RESPONSIBILITIES

3.1 UBA Member Responsibilities

The District and UBA agree that each member of the unit has a professional right and obligation:

- 3.1.1 To carry out administrative responsibilities which accompany the administrative position. Although it is expected that the administrator shall expend whatever time is necessary to carry out the duties, the “normal” work day will consist of eight (8) hours.
- 3.1.2 To carry out District policies and regulations, state laws and regulations and the directives of the Superintendent of Schools and his/her line of officers;
- 3.1.3 To provide effective supervisory leadership to the extent that it is possible within the established line of duties that have been developed under the applicable job description.
- 3.1.4 Under the terms and conditions of the District’s insurance policy, members of the unit will be provided liability protection.

3.2 Provisions Contrary to Law

If any provisions to this Agreement are held to be contrary to law by a court of competent jurisdiction, such 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.

If the federal, state, or local legislature approves any law after the ratification of the Agreement which has or will have in the immediate future an adverse 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) days after a request to begin is made by either party.

3.3 Enroll Children

The children of Berkeley Supervisors 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 supervisor request that his/her child be permitted to enroll at the school to which he/she is assigned, the District will make every effort to enroll the child at the site in the Spring when students are normally assigned.

4. TRANSFER AND REASSIGNMENT

4.1 Reasons for Transfer

Voluntary and involuntary transfers and reassignments may arise for a number of reasons. Personal wishes, affirmative action, career objectives of the individual involved, length of service in present assignment, experience and competency of the individual to fulfill the requirements of the position may be considered.

Administrators who are displaced for other than performance evaluation (i.e. budget cuts, school restructure, etc.) will be guaranteed a job interview for any equivalent or lower positions which may become vacant.

4.2 Definition

A transfer is movement within a position designation from one location to another. A reassignment is a movement from one position designation to another.

4.3 Administrative Assignment

4.3.1 All administrative vacancies will be posted for at least ten (10) working days. The posting will contain job descriptions and qualifications. Interviews will be held as positions become vacant. At the time an administrative vacancy is initially posted, a copy of the announcement will be sent by District email to each UBA member. Administrative vacancies posted during summer recess will be sent by District email to each UBA member at the time of posting.

4.3.2 Acting appointments to administrative positions will not be continued for more than one year.

4.3.3 Members of the supervisory unit who wish to receive consideration for a transfer or reassignment to another assignment for the following school year shall submit their requests to the Superintendent no later than March 1, or, in the case of vacancies during the school year, shall submit their request within the time limits posted. The requests may include, in order of preference, the assignment(s) desired.

4.3.4 Prior to any involuntary transfer or reassignment of a UBA unit member, the Superintendent shall confer with the individual. At the request of the individual, the Superintendent shall submit his/her reasons in writing.

4.3.5 Upon written request, any member of the bargaining unit who has applied for but has not been granted a change in assignment or transfer, shall be given an explanation within ten (10) days of the request either through conference, or in writing by the Superintendent or his/her designee.

4.3.6 When a member of the unit is no longer required in a supervisory position because of a reduction in workforce, the employee shall be entitled to be transferred to the

teaching staff with credit for seniority earned while serving as a supervisory employee, in adherence to Education Code 44956.

- 4.3.7 A unit member who applies for a supervisory position and meets the minimum qualifications and upon applying submits a written request for conference with the Superintendent/designee shall be granted a conference prior to the official interview, to discuss the viability of the member's candidacy for the position for which the member applied. The Superintendent/designee shall provide the member with verbal feedback during the conference. Granting or conducting such conference shall not guarantee the unit member an official interview or appointment to the supervisory position.

5. LEAVES

5.1 Sabbatical Leave

- 5.1.1 A supervisory unit employee may request a leave of absence and may be returned to teacher status in the District upon completion of his/her leave. Return status shall be established prior to the granting of the leave.
- 5.1.2 Supervisory unit members may request an unpaid Sabbatical leave for a period of one (1) semester or one (1) year. The District shall consider granting such unpaid Sabbatical leave to no more than two (2) supervisory unit members in one year, and shall consider these opportunities only for supervisory unit members who have served in the District for at least ten (10) years, with at least five (5) of those years in a full time supervisory position. This provision of unpaid Sabbatical leave does not preclude a supervisory unit member from requesting a paid Sabbatical leave if funds are available.
- 5.1.3 All applications for the following school year shall be submitted to the Superintendent no later than March 1. Thereafter, such requests may be considered by the Board of Education.

5.2 Leave of Absence Without Compensation

- 5.2.1 A supervisory unit employee may request a leave of absence and may be returned to teacher status in the District upon completion of his/her leave. Return status shall be established prior to the granting of the leave.
- 5.2.2 Leave without pay may be granted for a maximum of one (1) school year upon written request of the supervisory unit member. This request is to be received by Human Resources on or before March 1. Thereafter, such requests may be considered by the Board of Education.

5.3 Short Term Leave

- 5.3.1 Short Term Time Period leaves may be granted to supervisory unit members at the discretion of the Superintendent. Such leaves shall be of value to the individual and of no detriment to the District.

5.4 Sick Leave

- 5.4.1 In recognition that supervisory unit members have a varying work year, the District shall allow Supervisory unit members the following schedule of sick leave days:

<u>Work Year</u>	<u>Sick Days Earned</u>
Fewer than 190 days	16 days
191 to 199 days	17 days
200 to 209 days	18 days
210 to 225 days	19 days

- 5.4.2 The full year's accumulation shall be credited to the supervisory unit member at the beginning of each school year.
- 5.4.3 Sick leave entitlement and deduction for supervisory unit members who are working less than full time shall be paid on a pro-rata basis.
- 5.4.4 Thirty days after the beginning of the school year the supervisory unit member 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. Supervisory unit members hired from another school district may request that sick leave be transferred to the District following their employment.
- 5.4.5 Sick leave may be used for personal illness, including quarantine, disability, and necessary appointments for health treatment.
- 5.4.6 There shall be no loss of sick leave for illnesses or work related accidents provided that an award of a properly filed worker's compensation claim has been granted.
- 5.4.7 A supervisory unit member who desires to check the District's sick leave records of his/her own absence(s) shall be provided access to the available records within ten (10) days of the written request.
- 5.4.8 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.

5.5 Extended Leave

- 5.5.1 A unit member who has exhausted accumulated sick leave and is absent from duty for 100 (one hundred) days or fewer due to illness or accident shall receive 50% (fifty percent) of the unit member's daily salary, including applicable stipends.

5.6 Parental Leave

- 5.6.1 Parental 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 unit member's spouse.
- 5.6.2 A unit member shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After submitting required documentation to the Assistant Superintendent for Human Resources, a woman may begin pregnancy disability at such time as she and her doctor deem advisable.
- 5.6.3 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, a unit member shall be entitled to utilize available sick leave pursuant to Section 5.6.3.1 or Section 5.6.3.2 below, but not both.

5.6.3.1 Eighty-Nine Day Leave

- a) During the first eighty-nine (89) days of parental leave, the UBA member shall receive twenty-five percent (25%) of his/her salary. . The member shall be entitled to utilize the available sick leave for any portion of child rearing leave that the employee elects not to receive twenty-five percent (25%) of his/her own salary. The eighty-nine (89) working days (in this instance defined as days for which the unit member is paid) shall be consecutive with the date of the arrival/adoption of the child.

Once a unit member returns to duty, the parental leave and all of its provisions shall be terminated. Concerning the above referenced eighty-nine (89) days of parental leave, the unit member shall continue to receive fringe benefits consistent with legal limitations and restrictions placed by various insurance carriers.

- b) After the eighty-nine (89) days of parental leave as provided for above have been fully utilized, the unit member shall upon written request submitted no later than twenty (20) working days prior to the expiration of the above referenced eighty-nine (89) days of parental leave, be placed on extended parental leave until the end of the school year. Extended parental leave shall be provided without pay.

5.6.3.2 Extended Parental Leave

- a) A unit member may use his or her sick leave for the purposes of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member for a period of 12 work weeks.
- b) When a unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2), the unit member shall receive 50% (fifty percent) of the unit member's daily salary, including applicable stipends, for the remaining portion of the 12 (twelve) workweeks of parental leave.
- c) Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- d) The 12-weeks of paid parental leave period shall only be available to unit members who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of parental leave.

- e) The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- f) A unit member shall not be provided more than one 12-week period of parental leave during any 12-month period.
- g) A unit member is not required to have 1250 hours of service with the District during the previous twelve (12) months in order to take Parental Leave under this section.

5.6.4 Extended parental leave beyond that provided above may be requested and granted without pay, for a period of one year, in case of personal or medical necessity.

5.7 Adoptions

5.7.1 The applicable provisions of this section may also apply to the placement of a child who has been or shall be adopted. Requests for parental leave in connection with adoptions shall require verification.

5.8 Bereavement Leave

5.8.1 In the event of the death of a member of a unit member's immediate family, the supervisory unit member shall be entitled to a maximum of three (3) days. In the event of the death of a supervisory member's spouse, domestic partner or child, the supervisory unit member shall be entitled to a maximum of five (5) days of bereavement leave. After the three (3) days' leave, if out-of-state travel is required, the employee shall be entitled to an additional two (2) days' leave.

5.8.2 Members of the supervisory unit member's immediate family shall include mother, father, foster parents, stepmother, stepfather, grandparents, spouse, children, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, domestic partner and such persons as the Superintendent may approve in individual cases.

5.8.3 Bereavement leave shall not be deducted from accumulated days of sick leave, nor is bereavement leave cumulative.

5.9 Personal Necessity, Personal Leave, Emergency Leave

5.9.1 A supervisory unit member may use up to a maximum of seven (7) days of accumulated sick leave in cases of personal necessity. A request for this leave shall be made in writing whenever possible to the immediate supervisor prior to taking the leave except in cases of death or serious or critical illness of a member of the immediate family. A unit member may be required to further document the necessity for such absences.

5.9.2 Personal necessity shall include a death of a member of the supervisory unit member's immediate family, serious or critical illness of a member of the immediate family, appearance in court as a litigant, or an occurrence of an accident involving

the supervisory unit member's person or property or the person or property of a member of the immediate family. In the case of death, such leave may be in addition to normal bereavement leave. A unit member may be required to further substantiate the need for such leave.

- 5.9.3 For personal matters that do not fall within the above mentioned categories and which cannot be handled outside of the work day, a full time supervisory member may utilize sick leave not in excess of four (4) days per year (part-time supervisory unit members shall receive prorated benefits). These days are in addition to the seven (7) sick leave days specified in sections 5.9.1 and 5.9.2. Unit members intending to take such leave shall notify his/her immediate supervisor prior to taking such leave.
- 5.9.4 In the event such personal business absences extend beyond the four (4) 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.
- 5.9.5 In combination with the above provisions, if it is not possible to obtain advance approval for the absence in an emergency situation, the procedure to report illness shall be followed and the proper forms filed with the Superintendent immediately upon the return to duty.
- 5.9.6 In the event a supervisory unit member exhausts personal necessity leave as provided for in sections 5.9.1 and 5.9.2 above, a paid day of emergency leave shall be provided subject to the requirements of 5.9.2.

5.10 Jury Duty

- 5.10.1 A supervisory unit member who receives a jury interview and appearance notice shall notify Human Resources within two (2) days of receipt of such notice or upon receipt of such notice if notice is received less than two (2) days before the appearance is required.
- 5.10.2 If any supervisory unit member is summoned and reports for jury duty, the supervisory unit member shall be paid regular salary but any juror's fees, exclusive of mileage, received by the supervisory unit member shall be deposited to the credit of the District at the Business Office.
- 5.10.3 It is understood and agreed that a supervisory unit member shall be required to report for regular working duties on any and all days when he/she is not required to report to the courthouse as a potential juror.

5.11 Court Appearance Other Than Jury Duty (Civil Leave)

- 5.11.1 Whenever a supervisory unit member is subpoenaed as a witness, the supervisory unit member shall have time for appearance before a public body, commission or

court without loss of pay unless the unit member is a party of interest to the proceeding.

- 5.11.2 No salary deduction shall be made for absences if a supervisory unit member is under a subpoena.
- 5.11.3 No salary shall be paid in cases where a supervisory unit member is a voluntary witness appearing for his/her own interest, except as provided under provisions for use of such leave under personal emergency.
- 5.11.4 Upon request of an appropriate government agency, a supervisory unit member shall have time to perform emergency civilian duties in connection with emergency situations without loss of pay.
- 5.11.5 Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District consistent with applicable laws and regulations.

5.12 Military Leave

- 5.12.1 Leaves may be granted for government ordered military services. Compensation during such leaves shall be full salary for a maximum of thirty (30) days. Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District consistent with applicable laws and regulations.
- 5.12.2 All supervisory unit members 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 supervisory unit member shall file a written request with the Assistant Superintendent, Human Resources, giving full particulars therein before requesting orders for active duty training. A copy of the supervisory unit member's military order shall be provided to the immediate supervisor and to the Assistant Superintendent, Human Resources as soon as possible.
- 5.12.3 Supervisory unit members returning pursuant to this section shall be provided with employment in the District consistent with legal requirements.

5.13 Professional Leave

- 5.13.1 Professional leave may be granted by the Superintendent for the purpose of attending conferences, workshops, institutes, school visitations and other meetings related to the teaching and supervisory field.
- 5.13.2 Such professional leave shall be requested and responded to in a timely manner.
- 5.13.3 The Superintendent may reimburse certificated employees for expenses incurred, i.e., transportation, lodging, meals and registration or other fees.

5.14 Civic Participation Leave

- 5.14.1 A supervisory unit member 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 if such leave is necessary to perform the duties of the office.
- 5.14.2 A supervisory unit member who is appointed to a state commission shall be released from duty without pay for service on the commission as provided by law.
- 5.14.3 Leave may be granted for supervisory unit members who accept an assignment as a volunteer in Peace Corps, Vista, exchange teaching, or similar programs.
- 5.14.4 The above leaves shall be requested prior to the start of the semester and extended for at least one semester unless otherwise provided for by law or Board actions. Such leaves shall extend for at least the duration of the civic assignment.
- 5.14.5 Upon request of an appropriate government agency, subject to approval by the Superintendent based on the operational needs of the District, a bargaining unit member shall have time to perform emergency civilian duties in connection with emergency situations without loss of pay. Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District.

5.15 Union Leave

- 5.15.1 Such leave may include election or appointment to perform services as the representatives of the Union or American Federation of School Administrators (AFSA).
- 5.15.2 Leaves granted pursuant to this section may be authorized by the Superintendent. The selection of the eligible supervisory unit members shall be based on application by the Union President or the appropriate International President.
- 5.15.3 The Union agrees to indemnify and hold harmless the Board for any leave granted pursuant to this section.

5.16 Family Medical Leave

In addition to other leaves provided for in this Agreement, the District shall provide unit members leave in accordance with the State and Family Leave Acts as indicated below:

- [a] The District shall provide each unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. A summary of the current provisions of these laws is available in the Human Resources Department.
- [b] Eligible unit members shall be defined as within the Act.

- [c] No later than August 1 of each work year, the District shall notify unit members in writing of their rights under the Act.

5.17 Sick Leave Bank

- 5.17.1 Participation shall be voluntary, but permitted for all eligible unit members covered by this Agreement.
- 5.17.2 The unit shall establish a sick leave bank committee to implement administrative procedures and rules governing contributions, applications and withdrawals from the bank.
- 5.17.3 The committee shall determine necessary initial contributions for unit members to join the bank, as well as any additional necessary future contributions.
- 5.17.4 Each unit member who elects to participate in the bank shall apply by September 30 or within the committee's designated open enrollment period. A unit member who contributes to the bank as required by the committee shall then be a bank member for the period determined by the committee.
- 5.17.5 All leave drawn from the bank shall be approved by the committee, and the committee's decisions shall be consistent with state law.
- 5.17.6 Each bank participant who has exhausted all accumulated leave may apply to draw sick leave from the bank.
- 5.17.7 If the bank has days remaining at the end of the fiscal year, they shall be carried over to the next fiscal year.
- 5.17.8 In the event the committee deems the bank inoperable, it shall return to the employees the full or partial days contributed or the remaining.

6. RETIREMENT/PART-TIME EMPLOYMENT

6.1 CalPERS Health Benefits

- 6.1.1 Effective January 1, 2017, retirees who are annuitants and purchase health benefits through CalPERS will receive a District monthly contribution for health benefits provided that they either:
- a) retired before January 1, 2017, or
 - b) they retired on or after January 1, 2017 and have been employed by the District for at least forty (40) years.
- 6.1.2 For 2017, this monthly contribution shall be one dollar (\$1). This monthly contribution shall be increased annually as required by Government Code section 22892 (c).
- 6.1.3 Retirees who do not meet the forty (40)-year requirement in section 6.1.1, but are annuitants under Cal PERS or STRS, may purchase health benefits through CalPERS.
- 6.1.4 Retirees receiving CalPERS health benefits will have their share of the premium (i.e. the full premium minus the District monthly contribution as provided in sections 6.1.1 and 6.1.2) deducted from their annuitant checks as required by CalPERS. Retirees may receive reimbursement for their share of the premiums if they are eligible for supplemental benefits as provided in section 6.2.

6.2 Supplemental Health and Dental Benefits

- 6.2.1 To be eligible to participate in the supplemental health and dental coverage, a retiree must be at least fifty-five (55) years of age, been employed full time as an administrator in the District for at least five (5) consecutive years, and retired under a State of California retirement system or other system that meets the approval of the Assistant Superintendent, Human Resources. Normally, non-public systems will not be approved.
- 6.2.2 Until age sixty-five (65), a retiree shall receive the same health and dental benefit coverage provided for other certificated personnel covered by this Agreement. In addition, retirees who have served in the Berkeley Unified School District for twenty (20) or more years shall receive medical coverage for themselves only until age sixty-seven (67); provided, however, that the carrier or carriers of such health and dental coverage for the other certificated personnel covered by this Agreement shall provide such coverage for retirees. In the event that the present carrier or carriers of such coverage cancel said coverage for retirees, The District will endeavor to provide health and dental coverage for retirees under a different carrier or carriers. If a retiree

is employed in an occupation in which he/she is eligible to receive comparable health and/or dental benefits coverage, the District shall not provide such coverage for the retiree.

- 6.2.3 Effective January 1, 2017, retirees receiving supplemental health benefits will have their share of the premiums (i.e. the full premium minus the District monthly contribution as provided in sections 6.1.1 and 6.1.2) deducted from their annuitant checks as required by CalPERS and then receive reimbursement from the District by the end of the month to meet the District's obligations under sections 6.2.2. If requested, the retiree will submit proof of payment to the District or its designated administrator.

6.3 Retirement Notification

Unit members who formally notify the Human Resources Department in writing prior to March 20, 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 \$1,000, payable between May 1 and the last paycheck.

6.4 Consultancy

- 6.4.1 A supervisor who has been employed by the District for at least ten years and who is at least fifty-five (55) years of age may submit a proposal for a consultancy contract.
- 6.4.2 A consultancy shall refer to the work being performed for the District by a supervisor; consultancy proposal shall refer to the 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.
- 6.4.3 The daily rate of pay for a consultancy contract shall be negotiated between the District and the prospective consultant.

6.5 Retirement/Part-Time Retirement

- 6.5.1 Part-time employment leading towards retirement may be requested by the employee. The District will make the final decision of such a request and is under no obligation to provide part-time administrative or supervisory position for an employee who seeks to work part time.
- 6.5.2 The employee must have reached the lowest age allowed by law.
- 6.5.3 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.

- 6.5.4 The employee shall be paid a yearly salary which is pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full time employee.
- 6.5.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full time position.
- 6.5.6 The percentage of time employed shall be arrived at by mutual consent of the supervisory staff member and the District. The percentage of time must be a least 50%.
- 6.5.7 Any change in the percent of work time during this period may be requested by either party but granted only by mutual consent.
- 6.5.8 Both supervisory staff member and the District will sign this Memorandum of Agreement for part-time service limited to five (5) years.
- 6.5.9 The supervisory staff member will receive the same fringe benefits as any full time supervisory staff member.
- 6.5.10 The supervisory staff member and the District shall pay the proportional amount needed to qualify for full time salary credit for the STRS as for any full time supervisory staff member.
- 6.5.11 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.
- 6.5.12 In order to implement the part-time retirement provisions of this section, the supervisory staff member must make application to Human Resources by August 15 of the year in which it is intended to take effect. All rules and regulations of the State Teachers' Retirement System will be followed by the supervisory staff member and the District.

6.6 District Contributions

Effective July 1, 2005, the District contribution to the cost of the health plan selected by the retiree shall be as stated in section 13.14. For retirees who opt to enroll in a health plan with premium costs greater than the maximum amount provided by the District, it will be required that they pay the portion of the premium in excess of the above referenced maximum annual premium. This section shall apply to employees who retire on or after June 30, 1991. Employees who retired prior to June 30, 1991 shall not be affected by the provisions of this section.

- 6.7 After District paid benefits expire, retirees and spouses may choose to remain covered by the District coverage plan so long as they are on a self-pay basis.

7. EVALUATION

- 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 informal classroom visits ("walk-throughs") 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 informal classroom visits ("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 ("walk-throughs") for the school year. If the development and training on the use of the tool is delayed, the number of required data entries of informal 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.
- 7.5 Each supervisory unit member shall be formally evaluated in accordance with Education Code Sections 44660-44665 (Stull Bill) once each school year for the first two (2) years of an assignment. Thereafter, having met expectations, the supervisory unit member's evaluation shall occur every second year. Evaluation is a continuous process and may occur between scheduled periods at the request of the supervisory unit member and/or evaluator.
- 7.6 Formal evaluations of supervisory unit members shall be in writing. A formal conference shall be held by the evaluator and the employee. The purpose of this conference shall be to review the final evaluation. The conference shall highlight, as appropriate, areas of commendation, areas of satisfactory performance and, if needed, areas of improvement.

A mid-year Evaluation must be completed no later than January 31st for any evaluatee who did not receive a satisfactory overall rating the prior year or who is expected to receive an unsatisfactory overall rating.

During the conference at which an unsatisfactory evaluation is discussed, or wherein a mid-year evaluation is indicative of a forthcoming overall unsatisfactory rating, the supervisor shall highlight/identify specific recommendations within the evaluation that must be addressed moving forward; the supervisor will also specify actions that could be helpful in meeting those improvement goals.

- 7.7 A copy of the final evaluation form shall be provided to the employee within fifteen (15) working days following completion of the conference. The evaluation report shall be signed by the evaluator and the employee. The employee's signature on the form does not necessarily signify agreement with the evaluation.
- 7.8 Within fifteen (15) working days after the receipt of the evaluation report, the employee may request in writing a private conference to review the report with the evaluator. The employee may file written exceptions to the evaluation report within fifteen (15) working days after the private conference or receipt of the evaluation report. Content and substance of evaluation are not subject to Staff Complaints and Appeal Procedures or the Grievance Procedure.
- 7.9 Both the evaluation and the exceptions, if any, shall be placed in the employee's permanent personnel file.
- 7.10 All evaluations shall follow timelines incorporated within the Stull Bill, and the agreed-upon evaluation form included as an Appendix.
- 7.11 Supervisory employees shall be permitted to provide a written response to any evaluation. The response will be attached to the evaluation for inclusion in their personnel file.

8. GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A “grievance” is a formal, written allegation by the supervisory staff member that he/she has been adversely affected by a violation or a dispute regarding the meaning, application or interpretation of a specific provision of this Agreement.
- 8.1.2 The Board shall provide a separate mechanism for the adjudication of alleged violations of law, Board policy, and administrative regulations.
- 8.1.3 The “grievant” may be any supervisory unit member covered by the terms of this Agreement. The Union may grieve any of the Union’s rights or prerogatives as set forth in Article 10.

8.2 General Provisions

- 8.2.1 A grievance shall be presented not later than the fifteenth (15th) school day after the act, occurrence, event or circumstance alleged to constitute the grievance.
- 8.2.2 All grievances submitted shall include a concise statement of the grievance, plus a brief statement of the specific acts, conduct, or condition (including applicable dates) alleged to constitute the grievance. The grievance shall also contain a statement of the remedy sought by the grievant.
- 8.2.3 All grievances shall be submitted in writing and shall commence at Step 1 unless the grievance arises from the action of an authority higher than the immediate supervisor, in which case the grievance may be filed at the appropriate step of the grievance procedure.
- 8.2.4 By mutual agreement between the Union and the Board, if the substance of the grievances is substantially similar for each grievance, more than one 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 the grievants.
- 8.2.5 If a grievance hearing, at any step, is held on school time, the grievant and necessary witnesses shall be released to attend the hearing, with no loss of pay or sick leave.
- 8.2.6 A written record of the grievance proceedings may be maintained by the parties involved. No such record may be contained in the personnel file of the grievant, except upon request of the grievant. Neither the grievance, nor any record of it may be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement, except at the option of the grievant.

- 8.2.7 Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step will be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended only by mutual agreement of the parties.
- 8.2.8 The initial grievance may be amended by the grievant at any time prior to the hearing at Step One in order to set forth new matters arising from the alleged violation.
- 8.2.9 Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the filing of an appeal to the next step of this procedure.
- 8.2.10 In the event the grievance is filed on or about June 1, the time limits set forth above may be reduced by written stipulation of the parties involved so that the matter may reach final adjudication by the end of the current school year, or as soon thereafter as practical.
- 8.2.11 No member of the unit shall be requested or required to meet with an immediate supervisor concerning any aspect of a formal grievance without proper representation.

8.3 Procedure

8.3.1 Step One

- a. The grievance shall be submitted in writing and discussed with the immediate superior either by the grievant accompanied by a representative of his/her choosing; or by the grievant representing himself/herself.
- b. Within ten (10) work days after receiving the grievance, the immediate supervisor shall investigate the grievance, including granting the grievant and/or UBA reasonable opportunity to be heard, and shall render a decision to the grievant in writing, together with supporting reasons and shall forward the decision to the grievant and UBA.

8.3.2 Step Two

- a. An appeal to Step Two shall be in writing and shall be accompanied by a copy of the decision of Step One.
- b. Within fifteen (15) work days after receiving the decision of Step One, the grievant may, on his/her own or through UBA, appeal the decision to the Superintendent of Schools or the Superintendent's designee.
- c. Within fifteen (15) work days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, including granting the grievant and/or UBA reasonable opportunity to be heard, and shall render a decision in writing

together with the supporting reasons to the grievant, the immediate supervisor, and UBA.

- d. If the grievant represents himself/herself, as permitted by sections 8.3.1 above, when the grievance reaches the Superintendent's level, UBA shall be given a copy of the grievance and shall have the opportunity to file a statement.

8.3.3 Step Three

Within fifteen (15) work days after receiving the decision of the Superintendent or his/her designee, the grievant may appeal the decision to the Board of Education. The Board of Education shall hear this appeal in a closed session and shall render a decision within fifteen (15) work days.

8.3.4 Step Four

- a. Within fifteen (15) work days after receiving the decision of the Board, UBA has the exclusive right to appeal the decision to arbitration. If UBA exercises the right to arbitrate, UBA shall inform the District by certified mail or by hand delivery.
- b. A grievance may not be submitted to arbitration unless the procedures in this article have been followed and completed.
- c. UBA and the District agree to meet for the purpose of mutually selecting an Arbitrator.
- d. The arbitrator's fee shall be shared equally by the District and UBA. If the Arbitrator is selected and the arbitration is postponed, the party requesting the postponement shall bear any costs incurred due to the postponement.
- e. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion on the issue(s) submitted. The decision of the arbitrator shall be binding.

9. COMPLAINTS

- 9.1 The District recognizes that an employee is entitled to be informed of all complaints received against them unless the District is otherwise advised by legal authority. Any formal complaint made against a unit member shall be brought to the member's attention. Unless otherwise advised by legal authority or law enforcement. The Superintendent, his or her designee, or the administrator's immediate supervisor, shall make every effort to inform the employee of the complaint within (5) working days. No formal disciplinary action shall be taken until the employee is informed of the complaint and until the complaint is reduced to writing. If the formal complaint is not reduced to writing, no further disciplinary action shall be taken.
- 9.2 During the investigation of a complaint, the unit member so charged shall be kept fully informed of the progress of the investigation. The investigation shall include a discussion with the subject employee. The employee may be accompanied by counsel and/or a representative of UBA.
- 9.3 No action shall be taken on a complaint until the investigation has been concluded. However, if the Superintendent in his/her discretion finds that summary action must be taken prior to the conclusion of the investigation, he/she may take such action as he/she finds appropriate under the circumstances. The investigation, however, shall continue and be concluded under the terms of this article.

10. UNION RIGHTS

10.1 Privileges and Prerogatives

- 10.1.1 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 reimbursed production costs.
- 10.1.2 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.
- 10.1.3 Union representatives shall have the right to visit schools during working hours.
- 10.1.4 Upon request by the Union, the Superintendent shall provide names and work locations of new supervisory staff members to an authorized representative of the Union. Additionally, the Superintendent shall make available the work locations of continuing supervisory staff members. Such information shall be made available unless supervisory staff members, in writing, indicate such information shall not be released.
- 10.1.5 The employee may, in writing, give a Union representative the right to review his/her personnel file.
- 10.1.6 The Superintendent shall provide the Union with school assignments of all Supervisory staff members with school assignment revisions within a reasonable period of time.
- 10.1.7 The Board agrees that release time for negotiations and grievances must be conditional upon the particular circumstances of the negotiations and grievances being processed.
- 10.1.8 Representatives of the bargaining unit on any committee, agency, or other such body established by the Board, Superintendent or his/her designee shall be appointed by UBA.
- 10.1.9 Upon request, the Superintendent of Schools or his/her designee shall meet with representatives of UBA at least one each calendar month during the school year, September through June. The purpose of such meetings shall be to exchange information and to discuss matters of mutual concern relating to the implementation of the contract. The time for such meetings shall be by mutual agreement. At least five (5) school days prior to any such meeting, the requesting party shall submit to the other a written agenda of the subject(s) to be discussed.

10.1.10 Thursday shall be reserved for Union meetings.

10.2 Use of District Facilities

10.2.1 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 to the Building Permits Clerk.

10.2.2 The Union shall have the right to use the mailboxes and intra-district mail service for the purpose of communicating with supervisory employees.

10.3 Dues and Organizational Security

10.3.1 The Union of Berkeley Administrators shall have the exclusive right to payroll deduction of dues. A monthly computer printout list showing the employee's name and the amount of dues deduction shall be sent to UBA. The District agrees to make efforts to expedite the procedure.

10.3.2 All supervisory employees in the bargaining unit shall, as a condition of employment, have dues or an 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.

10.3.3 Notwithstanding any other provisions of this article, any non-member may designate that the Union place an amount equal to an agency fee in the UBA Professional Development Fund. The cost of administration of this fund will be borne by the fund.

10.3.4 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 first of each month.

10.3.4.1 The Human Resources Department will confer with UBA and BFT on equitable collection of union dues when an employee is employed in both a part-time UBA and a part-time BFT position in the same fiscal year.

10.3.5 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

10.3.6 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.

11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CLAUSE

- 11.1 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, 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 law 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 applicable law.

- 11.2 The Board shall not discriminate against any certificated employee with respect to assignment, transfers, wages, hours, leave or discipline on the basis of pregnancy, life style, political affiliation or membership in or affiliation with a labor organization which serves a collective bargaining function.
- 11.3 Employment application forms and oral interviews relating to employment shall omit therefrom any reference to the applicant's membership in or association with any organization which serves a collective bargaining function.
- 11.4 Any certificated supervisory employee of the District shall be eligible for membership in UBA, and UBA shall not deny membership to any such person on the basis of race, color, creed, national origin, sex, or marital status. UBA shall represent all members of the unit without regard to their membership, participation in, or association with the activities of any other employee group, committee, or organization.

12. WORK YEAR

12.1 Definition of Work Year

The work year for UBA members shall be as stated in the mutually-approved UBA Administrative Work Year.

By June 1, UBA members shall complete a District yearly work calendar identifying their positive work year schedule for the following school year. The UBA member's work year schedule shall be approved by the supervisor and may be modified throughout the year by mutual agreement. The UBA member's number of yearly workdays shall be determined by the number of days on the schedule as listed below.

12.2 The work year for UBA members shall be the number of contiguous days as follows:

Elementary Principal	206 days
Middle School Principal	210 days
High School Principal	224 days
Alternative Program Principal	210 days
Adult Education	217 days
Pre-K Principal	217 days
Elementary Vice Principal	202 days
Middle School VP	204 days
High School VP	216 days
Adult School VP	209 days
Coordinator	198 days
Dean	198 days
Program Supervisor	224 days
Program Supervisor	210 days
Program Supervisor	217 days
Manager	217 days
Executive Vice Principal	218 days
Vice Principal, ECE	208 days

Upon mutual agreement with the supervisor, the Pre-K Principal, Program Supervisors, and Managers may establish an annual calendar of work days which are not contiguous.

12.3 Management Team Retreat

By June 1, the Superintendent shall determine the date(s) of the first all management meeting which all UBA members are expected to attend.

12.4 Compensatory Time

UBA members may earn compensatory time for a maximum of 240 (two hundred forty) hours per fiscal year, for work performed beyond regular work hours - evenings, weekends, breaks, recesses, and/or holidays. For every extra hour worked, the UBA member will earn 1 ½ (one and one half) hours of compensatory time.

UBA members may use compensatory time with prior permission from the supervisor and preferably not preceding or following holidays, breaks, and/or recesses.

For any compensatory time the UBA member does not use, the District will compensate the member at 1½ (one and one half) of the member's hourly rate, including applicable stipends. The District shall compensate each eligible UBA member no later than 30 (thirty) calendar days after the UBA member's last work day.

12.5 Non-Duty Days

By July 30, UBA members whose work year allows for non-duty days, shall submit to the supervisor the planned non-duty days for that fiscal year. By mutual agreement, the UBA member and supervisor may revise the non-duty days.

UBA members may elect to carry over to the next fiscal year a maximum of 10 (ten) non-duty days which must be used by the end of that fiscal year.

UBA members unable to use all of their non-duty time shall be compensated for any unused time, at the compensatory rate, as indicated in 12.4 above.

13. COMPENSATION

13.1 Wages for 2022-2023:

Effective July 1, 2022, unit members employed for the 2022-2023 fiscal year shall receive an on-schedule increase to all rates and schedules of 6 ½ % (six-and one-half percent).

Wages for 2023-2024:

Effective July 1, 2023, unit members employed for the 2023-2024 fiscal year shall receive an on-schedule increase to all rates and schedules of 6% (six percent).

If the total percent increase to LCFF base grants for 2023-2024 (including but not limited to statutory COLA and any additional LCFF investment) is greater than 7% (seven percent) from the prior year based on the 2023 May Revise, the parties agree to reopen Article 13 for the 2023-2024 school year.

13.2 The attached salary schedules will become effective on July 1, 2022 (See Appendices).

13.3 Placement on the salary schedule shall follow the rules set forth in that schedule.

13.4 Changes to STRS Contribution

In the event that the State shifts the STRS retirement costs to the District, those costs will be deducted from the total dollars available for planned compensation increases. Should such an event occur and the salary increase does not off-set the STRS increases, then the remaining dollars owed will be deducted from future compensation increases in subsequent years until the shift in cost has been met.

13.5 The District shall compensate unit members for compensatory time as indicated in Article 12.

13.6 The agreed-to salaries found in the attached appendices are each based on the duties and responsibilities for a full time equivalent (1.0 FTE) unit member. Should the District determine it to be necessary to reduce the FTE for a unit represented position and then combine the remaining assignment with any other position in the District, the parties agree to meet for the purpose of negotiating an appropriate salary based on the new assignment.

13.6.1 Any unit members working less than a full year may choose to have their salary pro-rated throughout the year, provided the work is performed before the salary is received.

13.7 In the event a unit member does not receive all or part of his/her paycheck, the unit member shall immediately notify the District's Business Office. Within five (5) calendar days the Superintendent/designee shall issue a check to rectify the missing or underpayment.

13.7.1 In the event the District overpays a unit member, the unit member agrees to meet to negotiate a repayment plan consistent with applicable law. In the event such overpayment is a result of deduction for a unit member 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 unit member.

- 13.8 All coursework taken for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Approval must be obtained within two (2) weeks of a class being initiated. If the course work is not approved, a written explanation must be provided.
 - 13.8.1 On or before June 2, a unit member must give written notification to the Human Resources Office of his/her intention to change his/her classification for the following year. All such courses 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 Office 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.
- 13.9 When the Superintendent/Superintendent's designee assigns a unit member to work additional days beyond the regular work year, the per diem rate, including applicable stipends, shall be paid. Unit members who perform work during their non-duty days shall be compensated as stated in Article 12.
- 13.10 Travel credit requested for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Such application must be submitted at least one month prior to taking the trip.
- 13.11 The highest rate allowable by the IRS per mile travel allowance shall be paid to unit members required to use their own automobiles 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.
- 13.12 No later than February of every year, the District and the Union will negotiate compensation for unit members serving in extended learning and/or summer school/intervention based on proposed summer model and available extended learning and/or summer school/intervention funding.
- 13.13 A unit member temporarily assigned to half to full days of replacement or substitute service in any certificated classification shall receive compensation at his/her per diem rate, including applicable stipends; or at the per diem rate, including applicable stipends, of the other classification, if the latter is greater.

13.14 Medical Benefits

Effective January 1, 2023 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall be established at the following levels:

Employee Only:	\$517.44 plus half of the increase in the Kaiser monthly premium for Plan Year 2023 only.
Employee Plus One:	\$943.87 plus half of the increase in the Kaiser monthly premium for Plan Year 2023 only.
Employee Plus Two:	\$1244.12 plus half of the increase in the Kaiser monthly premium for Plan Year 2023 only.

Effective January 1, 2024 and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall be established at the following levels:

Employee Only:	\$545.78 plus half of the increase in the Kaiser monthly premium for Plan Year 2024 only.
Employee Plus One:	\$1000.55 plus half of the increase in the Kaiser monthly premium for Plan Year 2024 only.
Employee Plus Two:	\$1317.80 plus half of the increase in the Kaiser monthly premium for Plan Year 2024 only.

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. Effective January 1, 2017, all eligibility rules for health benefits for both active unit members and retirees will be governed by CalPERS.

13.14.2 Effective January 1, 2017, pursuant to Government Code section 22892 (b) and notwithstanding any other provision of this agreement, the District contribution for active employees shall not be less than CalPERS minimum required contribution (i.e. \$125/month for 2016).

- 13.14.3 Part-Time Unit Members: The District contribution to the cost of health and dental plans for all part-time unit members and their dependents shall be in the same ratio as the regular part-time assignment bears to a full-time work assignment.
- 13.14.4 Unit members who do not wish to be covered by a 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 which the District would have contributed towards a health plan for the unit member only under the Kaiser plan at the premium rate established as of October 1. Unit members exercising this option must submit written notification to the Business Office thirty (30) business days prior to the discontinuance of health plan coverage. Upon the death or disability of a spouse or domestic partner, a unit member presently receiving payment may re-enroll in the District medical plan subject to approval by the carrier. The final decision relative to re-enrollment rests with the carrier.
- 13.14.5 Life Insurance Benefits: For the contract year, the District will continue to carry \$15,000 Life insurance for each eligible unit member and will continue to request the carrier to offer increased insurance to the unit member at the unit member's option and expense up to \$50,000 or more.
- 13.14.6 Dental Self-Funding Benefits: Through the term of this Agreement, the District will maintain the same level of benefits for the dental care as has been in force for the 2007-08 school year through a self-funded dental plan. The cost of contributions by part-time unit members will be based on the current premium experience level.
- 13.14.7 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.
- 13.15 For a maximum period of ten (10) years, unit members receiving a disability allowance from the California State Teachers' Retirement System or from the Public Employees Retirement System shall receive the same health and dental benefit coverage provided for other unit members covered in this Agreement, provided that all carriers of such health and dental coverage for other unit members 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 health and dental coverage cancel such coverage for the individuals receiving State Teachers' Retirement Disability allowance, the District will endeavor to provide such health and dental coverage for these unit members under a different carrier or carriers. When the disability allowance is ended by the Retirement System, the unit member 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 6.

13.16 Domestic Partners

13.16.1 Policy: The District will extend benefits to same and different gender unit members living in domestic partnerships.

13.16.2 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 marital relationship unless a substantially equal application to a broader category of relationships or persons which includes within it the domestic partnership relationships shall also be a proper compliance with this policy.

13.16.3 Unit members 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.

13.16.4 District administration will continue to negotiate with health plan providers to permit the inclusion of domestic partners in unit members' health plans. After such negotiations with health insurance providers, if health insurance costs are increased, the District and the Union shall meet to renegotiate this section prior to implementation.

13.16.5 Domestic Partnership Defined

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be domestic partner of the other if they complete, sign, and cause to be filed in the Human Resources Department an Affidavit of Domestic Partnership, attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two 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 parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the District if there is a change of the circumstances attested in the Affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

13.16.6 Termination

A member of a domestic partnership may end said relationship by filing a statement with the designated District Benefits 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.

13.16.7 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 designated District Human Resources Department.

13.16.8 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/her losses.

14. PROFESSIONAL DEVELOPMENT

- 14.1 The District and UBA shall meet annually to plan the professional development for the following school year for school site administrators and to evaluate the professional development for school site administrators.
- 14.2 The District shall allocate an annual amount of \$2000 (two thousand dollars) to every UBA member to participate in professional development activities that the member deems will enhance the UBA member's performance. In the event the District is unable to provide a timely cash advance, the District shall, within 30 (thirty) business days of the request of reimbursement, reimburse the member for the expenses.

15. SAVINGS CLAUSE

If any provisions to 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.

If the federal, state or local legislature approves any law after the ratification of this Agreement which has, or will have in the immediate future, an adverse 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.

16. HEALTH AND SAFETY

16.1 The Board shall make provisions for the health and safety of all unit members in all aspects of their employment. These shall include published District or school procedures for the health and safety of all unit members. By July 15 of each school year, and as additionally necessary, the District shall disseminate health and safety procedures.

16.2 Safety Committee

16.2.1 To assist in maintaining a safe work environment, the District shall establish a Safety Committee consisting of an equal number of representatives of the District and the Union. The Union shall designate its three (3) member representatives to the Safety Committee.

16.2.2 By October 1 of each year, the District shall convene the first meeting of the Safety Committee, and the Safety Committee shall establish its operating procedures by October 15 of each year. The unit member representatives on the Safety Committee shall be granted the opportunity to communicate the Safety Committee matters as appropriate.

16.2.3 The Safety Committee may initiate investigations or respond to unit member reports of potential unsafe and/or harmful working conditions. The unit representatives shall be granted release time when the Safety Committee, by consensus, agrees that release time is warranted. Safety Committee findings shall be completed within three work (3) days of receipt of the written complaint. Unsafe conditions which are reported by the Safety Committee shall receive immediate attention from the District. If action to correct these conditions is not initiated within three (3) work days of the receipt of the report, the matter shall be referred directly to the Superintendent who shall initiate corrective action within three (3) work days. If the Superintendent does not correct the matter within three (3) work days, the Superintendent shall immediately notify the Safety Committee in writing of the reasons for not acting and a plan with a reasonable timetable to remedy the problem.

16.2.4 Without the approval of the Board, the total amount awardable by the Safety Committee to correct unsafe or harmful working conditions found pursuant to its investigation, shall not exceed two thousand five hundred dollars (\$2,500) per year.

16.2.5 The Safety Committee shall identify a professional agency to conduct, at District's expense, health and safety audits every two (2) years. The first audit shall be completed by March 31 of 2023, and the results disseminated to all unit members within thirty (30) calendar days of the District receiving the results. No later than six

(6) months from the District receiving the audit findings, the District shall complete all corrective actions. In the event of imminent unsafe conditions, the District shall remedy the situation as required by appropriate agencies and/or regulations.

17. EXPIRATION OF CONTRACT AND REOPENERS

17.1 The parties agree that the term of this Agreement shall be from July 1, 2022 through June 30, 2024 as ratified by the Board of Education.

17.2 If the total percent increase to LCFF base grants for 2023-2024 (including but not limited to statutory COLA and any additional LCFF investment) is greater than 7% (seven percent) from the prior year based on the 2023 May Revise, the parties agree to reopen Article 13 for the 2023-2024 school year. The parties agree to start the meet and negotiate process for the reopener in 2023-2024 on or before June 15, 2023.

The parties agree to start the meet and negotiate process for the Successor Agreement on or before March 15, 2024.

Each party must submit the Initial Proposals to the other party, in writing by, February 28 2024.

17.3 The parties agree to share equally the costs of printing this Agreement.

BERKELEY UNIFIED SCHOOL DISTRICT

UBA SALARY SCHEDULE 13

2022-2023

(with 6.5% increase on pre-BERRA amount)

POSITION	Range	Work Year	Step 1	Per Diem	Step 2	Per Diem	Step 3	Per Diem	Step 4	Per Diem	Step 5	Per Diem
Coordinator	14	198	\$123,833	625.42	\$123,833	625.42	\$123,833	625.42	\$127,548	644.18	\$131,375	663.51
Dean	23	198	\$113,904	575.27	\$117,327	592.56	\$120,846	610.33	\$124,466	628.62	\$128,206	647.51
Executive Vice Principal	10	218	\$149,636	686.40	\$154,125	707.00	\$158,746	728.19	\$163,511	750.05	\$168,412	772.53
Manager	21	217	\$130,687	602.24	\$134,601	620.28	\$138,650	638.94	\$142,799	658.06	\$146,656	675.83
Principal, Adult and Career Education	59	217	\$139,992	645.12	\$144,192	664.48	\$148,519	684.42	\$152,973	704.94	\$157,565	726.11
Principal, Alternative Program	68	210	\$130,340	620.67	\$134,249	639.28	\$138,277	658.46	\$142,425	678.21	\$146,697	698.56
Principal, Elementary	4	206	\$130,659	634.27	\$134,577	653.29	\$138,614	672.88	\$142,771	693.06	\$147,054	713.85
Principal, High School	8	224	\$165,236	737.66	\$170,196	759.80	\$175,296	782.57	\$180,560	806.07	\$185,972	830.23
Principal, Middle School	7	210	\$135,514	645.30	\$139,579	664.66	\$143,764	684.59	\$148,078	705.13	\$152,518	726.28
Principal, Pre-K	70	217	\$130,659	602.12	\$134,577	620.17	\$138,614	638.77	\$142,771	657.93	\$147,054	677.67
Program Supervisor	18	224	\$141,779	632.94	\$141,779	632.94	\$141,779	632.94	\$146,032	651.93	\$150,413	671.49
Program Supervisor	19	210	\$132,967	633.18	\$132,967	633.18	\$132,967	633.18	\$136,956	652.17	\$141,065	671.74
Program Supervisor	25	217	\$137,400	633.18	\$137,400	633.18	\$137,400	633.18	\$141,522	652.18	\$145,767	671.74
Vice Principal, Adult School	60	209	\$122,035	583.90	\$125,695	601.41	\$129,467	619.46	\$133,351	638.04	\$137,351	657.18
Vice Principal, ECE	2	208	\$121,232	582.85	\$124,869	600.33	\$128,614	618.34	\$132,474	636.89	\$136,448	656.00
Vice Principal, Elementary	13	202	\$117,736	582.85	\$121,267	600.33	\$124,904	618.34	\$128,652	636.89	\$132,512	656.00
Vice Principal, High School	11	216	\$132,692	614.31	\$136,670	632.73	\$140,772	651.72	\$144,992	671.26	\$149,341	691.39
Vice Principal, Middle School	12	204	\$120,091	588.68	\$123,696	606.35	\$127,406	624.54	\$131,228	643.27	\$135,164	662.57

<u>LONGEVITY INCREMENTS</u>	
<u>YEARS OF CREDITED</u>	<u>STIPEND</u>
<u>ADMINISTRATIVE SERVICE</u>	
5-7 Years	\$ 1,395
8-10 Years	\$ 2,708
11-13 Years	\$ 4,106
14+ Years	\$ 5,502

<u>ADVANCED DEGREES</u>	
<u>DEGREE</u>	<u>STIPEND</u>
<u>MA+36/BA+66</u>	\$2,882
<u>DOCTORATE</u>	\$1,669

Berkeley Unified School District							Human Resources Department			
Board Approved 2/2/22							K-12 Calendar 2022-2023			
Month	Mon	Tue	Wed	Thur	Fri	Key Dates	Highlights	Student Days	Elementary Teacher Work Days	Secondary Teacher Work Days
JULY 2022					1					
	4	5	6	7	8	7/4	Independence Day Holiday***			
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29			0	0	0
AUG 2022	1	2	3	4	5					
	8	9	10	11	12	8/10-8/11	Certificated Staff Development Day (No school for students)			
	15	16	17	18	19	8/12	Teacher Work Day, Classified PD Day (No school for students)			
	22	23	24	25	26	8/15	First Day of School -TK-5 Minimum Day			
	29	30	31			8/16-8/17	TK-5 Minimum Day	13	16	16
						8/25	Elementary Back to School Night			
SEPT 2022				1	2	9/1	Middle School Back to School Night			
	5	6	7	8	9	9/5	Labor Day Holiday*			
	12	13	14	15	16					
	19	20	21	22	23	9/22	High School Back to School Night			
	26	27	28	29	30			21	21	21
OCT 2022	3	4	5	6	7	10/7	End of First Quarter (Secondary)			
	10	11	12	13	14	10/10	District Staff Professional Development Day (No school for students)			
	17	18	19	20	21	10/14	End of First Grading Period (Elementary)			
	24	25	26	27	28	10/24-10/27	Elementary Parent Teacher Conference Days (Shortened Days)			
	31					10/25-10/27	Middle School Conference Days (Shortened Days)	19	21	20
						10/28	Secondary Break, Elementary Conference Day (No school for students)			
NOV 2022		1	2	3	4					
	7	8	9	10	11	11/11	Veterans' Day Holiday*			
	14	15	16	17	18					
	21	22	23	24	25	11/21-11/25	Fall Break (No school for students)			
	28	29	30			11/23-11/25	Fall Break Board Holidays* (District Office Closed)	16	16	16
DEC 2022				1	2					
	5	6	7	8	9	12/16	End of Second Quarter/First Semester (Secondary)			
	12	13	14	15	16	12/19-12/30	Winter Recess (No school for students)			
	19	20	21	22	23	12/22-12/26	Winter Board Holidays* (District Office Closed)			
	26	27	28	29	30	12/30	Winter Board Holidays* (District Office Closed)	12	12	12
JAN 2023	2	3	4	5	6	1/2	New Years's Holiday* (District Office Closed)			
	9	10	11	12	13					
	16	17	18	19	20	1/16	Martin Luther King Jr. Birthday Holiday*			
	23	24	25	26	27	1/26	High School Open House			
	30	31						20	20	20
FEB 2023			1	2	3					
	6	7	8	9	10	2/10	End of Second Grading Period (Elementary)			
	13	14	15	16	17	2/17	Lincoln's Birthday Holiday*			
	20	21	22	23	24	2/20	Presidents Day Holiday*			
	27	28						18	18	18
MAR 2023			1	2	3					
	6	7	8	9	10	3/10	End of Third Quarter (Secondary)			
	13	14	15	16	17					
	20	21	22	23	24	3/30	Middle School Open House			
	27	28	29	30	31	3/31	Cesar Chavez Day of Service and Learning	23	23	23
APR 2023	3	4	5	6	7	4/3-4/7	Spring Recess (No school for students)			
	10	11	12	13	14	4/7	Board Holiday* (District Office Closed)			
	17	18	19	20	21					
	24	25	26	27	28			15	15	15
MAY 2023	1	2	3	4	5					
	8	9	10	11	12					
	15	16	17	18	19	5/15	Malcolm X's Birthday Holiday*			
	22	23	24	25	26	5/18	Elementary Open House			
	29	30	31			5/29	Memorial Day Holiday*	21	21	21
JUN 2023				1	2	6/2	Last Day of School			
	5	6	7	8	9					
	12	13	14	15	16					
	19	20	21	22	23	6/19	Juneteenth Holiday*			
	26	27	28	29	30			2	2	2
*Certificated and Classified Staff **Certificated Staff ***12 Month Classified Staff #Selected Classified Employees -Subject to change Total Days								180	185	184

Berkeley Unified School District							Human Resources Department							
STE 3/1/23							K-12 Calendar 2023-2024							
Month	Mon	Tue	Wed	Thur	Fri	Key Dates	Highlights					Student Days	Elementary Teacher Work Days	Secondary Teacher Work Days
JULY 2023	3	4	5	6	7	7/4	Independence Day Holiday***							
	10	11	12	13	14									
	17	18	19	20	21									
	24	25	26	27	28									
	31											0	0	0
AUG 2023		1	2	3	4	8/9-8/10	New Teacher Orientation							
	7	8	9	10	11	8/14	Staff Development Day (No school for students)							
	14	15	16	17	18	8/15	Teacher Work Day (No school for students)							
	21	22	23	24	25	8/16	First Day of School (Wednesday Schedule)							
	28	29	30	31		8/31	Elementary Back to School Night					12	14	14
SEPT 2023					1									
	4	5	6	7	8	9/4	Labor Day Holiday*							
	11	12	13	14	15	9/7	Middle School Back to School Night							
	18	19	20	21	22	9/21	High School Back to School Night							
	25	26	27	28	29							20	20	20
OCT 2023	2	3	4	5	6									
	9	10	11	12	13	10/9	District Staff Professional Development Day (No school for students)							
	16	17	18	19	20	10/13	End of First Grading Period (Elementary and Secondary)							
	23	24	25	26	27	10/23-10/26	Elementary Parent Teacher Conference Days (Shortened Days)							
	30	31				10/24-10/26	Middle School Conference Days (Shortened Days)					20	22	21
						10/27	Secondary Break, Elementary Conference Day (No school for students)							
NOV 2023			1	2	3									
	6	7	8	9	10	11/10	Veterans' Day Holiday*							
	13	14	15	16	17									
	20	21	22	23	24	11/20-11/24	Fall Recess (No school for students)							
	27	28	29	30		11/22-11/24	Board Holidays* (District Office Closed)					16	16	16
DEC 2023					1									
	4	5	6	7	8	12/20-12/22	BHS Final Exams (Special Schedule)							
	11	12	13	14	15	12/22	End of Second Quarter/First Semester (Secondary)							
	18	19	20	21	22	12/25-1/5	Winter Recess (No school for students)							
	25	26	27	28	29	12/25-12/27	Winter Board Holidays* (District Office Closed)					16	16	16
JAN 2024	1	2	3	4	5	1/1-1/2	New Year's Holidays (District Office Closed)							
	8	9	10	11	12									
	15	16	17	18	19	1/15	Martin Luther King Jr. Birthday Holiday*							
	22	23	24	25	26									
	29	30	31			1/29	District Staff Professional Development Day (No school for students)					16	17	17
FEB 2024				1	2	2/2	End of Second Grading Period (Elementary)							
	5	6	7	8	9	2/8	High School Open House							
	12	13	14	15	16	2/16	Lincoln's Birthday Holiday*							
	19	20	21	22	23	2/19	Presidents Day Holiday*							
	26	27	28	29								19	19	19
MAR 2024					1									
	4	5	6	7	8									
	11	12	13	14	15	3/15	End of third Quarter (Secondary)							
	18	19	20	21	22	3/28	Middle School Open House							
	25	26	27	28	29	3/29	Cesar Chavez Day of Service and Learning					21	21	21
APR 2024	1	2	3	4	5	4/1-4/5	Spring Recess (No school for students)							
	8	9	10	11	12	4/1	Board Holiday* (District Office Closed)							
	15	16	17	18	19									
	22	23	24	25	26									
	29	30										17	17	17
			1	2	3									
MAY 2024	6	7	8	9	10	5/9	Elementary Open House							
	13	14	15	16	17	5/17	Malcolm X's Birthday Holiday*							
	20	21	22	23	24									
	27	28	29	30	31	5/27	Memorial Day Holiday*					21	21	21
						5/29 - 5/31	BHS Final Exams (Special Schedule)							
	3	4	5	6	7	6/3	Minimum Day							
JUN 2024	10	11	12	13	14	6/4	Last Day of School (Minimum Day)							
	17	18	19	20	21	6/19	Juneteenth Holiday*							
	24	25	26	27	28									
												2	2	2
*Certificated and Classified Staff **Certificated Staff ***12 Month Classified Staff #Selected Classified Employees -Subject to change Total Days												180	185	184
						Secondary								
						1st Q	41 days							
						2nd Q	43 days							
						1st Semester	84 days							
						3rd Q	46 days							
						4th Q	50 days							
						2nd Semester	96 days							
						Elementary								
						1st Trimester	41 days							
						2nd Trimester	61 days							
						3rd Trimester	78 days							

UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators)

2022 CalPERS Premium Rates (TOTAL COST) Region 1 MONTHLY				
Plans	EE	EE+1	FAM	
Kaiser	\$857.06	\$1,714.12	\$2,228.36	
Anthem HMO Select	\$1,015.81	\$2,031.62	\$2,641.11	
Anthem HMO Traditional	\$1,304.00	\$2,608.00	\$3,390.40	
Blue Shield Access +	\$1,116.01	\$2,232.02	\$2,901.63	
Health Net SmartCare	\$1,153.00	\$2,306.00	\$2,997.80	
Western Health Advantage	\$741.26	\$1,482.52	\$1,927.28	
PERS Platinum	\$1,057.01	\$2,114.02	\$2,748.23	
PERS Gold	\$701.23	\$1,402.46	\$1,823.20	
Cash-In-Lieu	\$685.65			
DELTA DENTAL PPO	\$95.82	\$95.82	\$95.82	
DELTACARE DHMO	\$32.21	\$32.21	\$32.21	
VSP	\$7.23	\$14.46	\$23.30	

2022 1.00 FTE Employee Contributions Kaiser			
EE	EE+1	FAM	
\$339.62	\$770.25	\$984.24	

2022 District Caps	
Medical	\$517.44
Dental	\$32.21
DHMO PPO	\$95.82
Effective January 1, 2022	
AS OF	

UPDATED 9/16/2021

UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators) - BAY AREA REGION

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	Kaiser MONTHLY			Anthem HMO Select MONTHLY			Anthem HMO Traditional MONTHLY			Cash In Lieu of Benefits MONTHLY
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	
	\$857.06	\$1,015.81	\$1,304.00	\$1,015.81	\$1,304.00	\$1,685.65	\$1,015.81	\$1,304.00	\$1,685.65	
	\$1,714.12	\$2,031.62	\$2,608.00	\$2,031.62	\$2,608.00	\$2,228.36	\$2,031.62	\$2,608.00	\$2,228.36	
	\$2,228.36	\$2,641.11	\$3,390.40	\$2,641.11	\$3,390.40					
FTE										
Caps										
0.03	\$517.44	\$943.87	\$1,244.12	\$517.44	\$943.87	\$1,244.12	\$517.44	\$943.87	\$1,244.12	\$20.57
0.06	\$841.54	\$1,685.80	\$2,191.04	\$1,000.29	\$2,003.30	\$2,603.79	\$1,288.48	\$2,579.68	\$3,353.08	\$41.14
0.09	\$826.01	\$1,657.49	\$2,153.71	\$984.76	\$1,974.99	\$2,566.46	\$1,272.95	\$2,551.37	\$3,315.75	\$61.71
0.13	\$810.49	\$1,629.17	\$2,116.39	\$969.24	\$1,946.67	\$2,529.14	\$1,257.43	\$2,523.05	\$3,278.43	\$89.13
0.16	\$789.79	\$1,591.42	\$2,066.62	\$948.54	\$1,908.92	\$2,479.37	\$1,236.73	\$2,485.30	\$3,228.66	\$109.70
0.19	\$774.27	\$1,563.10	\$2,029.30	\$933.02	\$1,880.60	\$2,442.05	\$1,221.21	\$2,456.98	\$3,191.34	\$130.27
0.22	\$758.75	\$1,534.78	\$1,991.98	\$917.50	\$1,852.28	\$2,404.73	\$1,205.69	\$2,428.66	\$3,154.02	\$150.84
0.25	\$743.22	\$1,506.47	\$1,954.65	\$901.97	\$1,823.97	\$2,367.40	\$1,190.16	\$2,400.35	\$3,116.69	\$171.41
0.28	\$727.70	\$1,478.15	\$1,917.33	\$886.45	\$1,795.65	\$2,330.08	\$1,174.64	\$2,372.03	\$3,079.37	\$191.98
0.31	\$712.18	\$1,449.84	\$1,880.01	\$870.93	\$1,767.34	\$2,292.76	\$1,159.12	\$2,343.72	\$3,042.05	\$212.55
0.34	\$696.65	\$1,421.52	\$1,842.68	\$855.40	\$1,739.02	\$2,255.43	\$1,143.59	\$2,315.40	\$3,004.72	\$233.12
0.38	\$681.13	\$1,393.20	\$1,805.36	\$839.88	\$1,710.70	\$2,218.11	\$1,128.07	\$2,287.08	\$2,967.40	\$260.55
0.41	\$660.43	\$1,355.45	\$1,755.59	\$819.18	\$1,672.95	\$2,168.34	\$1,107.37	\$2,249.33	\$2,917.63	\$281.12
0.44	\$644.91	\$1,327.13	\$1,718.27	\$803.66	\$1,644.63	\$2,131.02	\$1,091.85	\$2,221.01	\$2,880.31	\$301.69
0.47	\$629.39	\$1,298.82	\$1,680.95	\$788.14	\$1,616.32	\$2,093.70	\$1,076.33	\$2,192.70	\$2,842.99	\$322.25
0.50	\$613.86	\$1,270.50	\$1,643.62	\$772.61	\$1,588.00	\$2,056.37	\$1,060.80	\$2,164.38	\$2,805.66	\$342.82
0.53	\$598.34	\$1,242.19	\$1,606.30	\$757.09	\$1,559.69	\$2,019.05	\$1,045.28	\$2,136.07	\$2,768.34	\$363.39
0.56	\$582.82	\$1,213.87	\$1,568.98	\$741.57	\$1,531.37	\$1,981.73	\$1,029.76	\$2,107.75	\$2,731.02	\$383.96
0.59	\$567.29	\$1,185.55	\$1,531.65	\$726.04	\$1,503.05	\$1,944.40	\$1,014.23	\$2,079.43	\$2,693.69	\$404.53
0.63	\$551.77	\$1,157.24	\$1,494.33	\$710.52	\$1,474.74	\$1,907.08	\$998.71	\$2,051.12	\$2,656.37	\$431.96
0.66	\$531.07	\$1,119.48	\$1,444.56	\$689.82	\$1,436.98	\$1,857.31	\$978.01	\$2,013.36	\$2,606.60	\$452.53
0.69	\$515.55	\$1,091.17	\$1,407.24	\$674.30	\$1,408.67	\$1,819.99	\$962.49	\$1,985.05	\$2,569.28	\$473.10
0.72	\$500.03	\$1,062.85	\$1,369.92	\$658.78	\$1,380.35	\$1,782.67	\$946.97	\$1,956.73	\$2,531.96	\$493.67
0.75	\$484.50	\$1,034.53	\$1,332.59	\$643.25	\$1,352.03	\$1,745.34	\$931.44	\$1,928.41	\$2,494.63	\$685.65
0.78	\$468.98	\$1,006.22	\$1,295.27	\$627.73	\$1,323.72	\$1,708.02	\$915.92	\$1,900.10	\$2,457.31	\$685.65
0.81	\$453.46	\$977.90	\$1,257.95	\$612.21	\$1,295.40	\$1,670.70	\$900.40	\$1,871.78	\$2,419.99	\$685.65
0.84	\$437.93	\$949.59	\$1,220.62	\$596.68	\$1,267.09	\$1,633.37	\$884.87	\$1,843.47	\$2,382.66	\$685.65
0.88	\$422.41	\$921.27	\$1,183.30	\$581.16	\$1,238.77	\$1,596.05	\$869.35	\$1,815.15	\$2,345.34	\$685.65
0.91	\$401.71	\$883.51	\$1,133.53	\$560.46	\$1,201.01	\$1,546.28	\$848.65	\$1,777.39	\$2,295.57	\$685.65
0.94	\$386.19	\$855.20	\$1,096.21	\$544.94	\$1,172.70	\$1,508.96	\$833.13	\$1,749.08	\$2,258.25	\$685.65
0.97	\$370.67	\$826.88	\$1,058.89	\$529.42	\$1,144.38	\$1,471.64	\$817.61	\$1,720.76	\$2,220.93	\$685.65
1.00	\$355.14	\$798.57	\$1,021.56	\$513.89	\$1,116.07	\$1,434.31	\$802.08	\$1,692.45	\$2,183.60	\$685.65
	\$339.62	\$770.25	\$984.24	\$498.37	\$1,087.75	\$1,396.99	\$786.56	\$1,664.13	\$2,146.28	\$685.65

Effective January 1, 2022

UPDATED 9/16/2021

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	Blue Shield Access + MONTHLY			Health Net SmartCare HMO MONTHLY			Western Health Advantage HMO MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
FTE	\$517.44	\$943.87	\$1,244.12	\$517.44	\$943.87	\$1,244.12	\$517.44	\$943.87	\$1,244.12
Caps									
0.03	\$1,100.49	\$2,203.70	\$2,864.31	\$1,137.48	\$2,277.68	\$2,960.48	\$725.74	\$1,454.20	\$1,889.96
0.06	\$1,084.96	\$2,175.39	\$2,826.98	\$1,121.95	\$2,249.37	\$2,923.15	\$710.21	\$1,425.89	\$1,852.63
0.09	\$1,069.44	\$2,147.07	\$2,789.66	\$1,106.43	\$2,221.05	\$2,885.83	\$694.69	\$1,397.57	\$1,815.31
0.13	\$1,048.74	\$2,109.32	\$2,739.89	\$1,085.73	\$2,183.30	\$2,836.06	\$673.99	\$1,359.82	\$1,765.54
0.16	\$1,033.22	\$2,081.00	\$2,702.57	\$1,070.21	\$2,154.98	\$2,798.74	\$658.47	\$1,331.50	\$1,728.22
0.19	\$1,017.70	\$2,052.68	\$2,665.25	\$1,054.69	\$2,126.66	\$2,761.42	\$642.95	\$1,303.18	\$1,690.90
0.22	\$1,002.17	\$2,024.37	\$2,627.92	\$1,039.16	\$2,098.35	\$2,724.09	\$627.42	\$1,274.87	\$1,653.57
0.25	\$986.65	\$1,996.05	\$2,590.60	\$1,023.64	\$2,070.03	\$2,686.77	\$611.90	\$1,246.55	\$1,616.25
0.28	\$971.13	\$1,967.74	\$2,553.28	\$1,008.12	\$2,041.72	\$2,649.45	\$596.38	\$1,218.24	\$1,578.93
0.31	\$955.60	\$1,939.42	\$2,515.95	\$992.59	\$2,013.40	\$2,612.12	\$580.85	\$1,189.92	\$1,541.60
0.34	\$940.08	\$1,911.10	\$2,478.63	\$977.07	\$1,985.08	\$2,574.80	\$565.33	\$1,161.60	\$1,504.28
0.38	\$919.38	\$1,873.35	\$2,428.86	\$956.37	\$1,947.33	\$2,525.03	\$544.63	\$1,123.85	\$1,454.51
0.41	\$903.86	\$1,845.03	\$2,391.54	\$940.85	\$1,919.01	\$2,487.71	\$529.11	\$1,095.53	\$1,417.19
0.44	\$888.34	\$1,816.72	\$2,354.22	\$925.33	\$1,890.70	\$2,450.39	\$513.59	\$1,067.22	\$1,379.87
0.47	\$872.81	\$1,788.40	\$2,316.89	\$909.80	\$1,862.38	\$2,413.06	\$498.06	\$1,038.90	\$1,342.54
0.50	\$857.29	\$1,760.09	\$2,279.57	\$894.28	\$1,834.07	\$2,375.74	\$482.54	\$1,010.59	\$1,305.22
0.53	\$841.77	\$1,731.77	\$2,242.25	\$878.76	\$1,805.75	\$2,338.42	\$467.02	\$982.27	\$1,267.90
0.56	\$826.24	\$1,703.45	\$2,204.92	\$863.23	\$1,777.43	\$2,301.09	\$451.49	\$953.95	\$1,230.57
0.59	\$810.72	\$1,675.14	\$2,167.60	\$847.71	\$1,749.12	\$2,263.77	\$435.97	\$925.64	\$1,193.25
0.63	\$790.02	\$1,637.38	\$2,117.83	\$827.01	\$1,711.36	\$2,214.00	\$415.27	\$887.88	\$1,143.48
0.66	\$774.50	\$1,609.07	\$2,080.51	\$811.49	\$1,683.05	\$2,176.68	\$399.75	\$859.57	\$1,106.16
0.69	\$758.98	\$1,580.75	\$2,043.19	\$795.97	\$1,654.73	\$2,139.36	\$384.23	\$831.25	\$1,068.84
0.72	\$743.45	\$1,552.43	\$2,005.86	\$780.44	\$1,626.41	\$2,102.03	\$368.70	\$802.93	\$1,031.51
0.75	\$727.93	\$1,524.12	\$1,968.54	\$764.92	\$1,598.10	\$2,064.71	\$353.18	\$774.62	\$994.19
0.78	\$712.41	\$1,495.80	\$1,931.22	\$749.40	\$1,569.78	\$2,027.39	\$337.66	\$746.30	\$956.87
0.81	\$696.88	\$1,467.49	\$1,893.89	\$733.87	\$1,541.47	\$1,990.06	\$322.13	\$717.99	\$919.54
0.84	\$681.36	\$1,439.17	\$1,856.57	\$718.35	\$1,513.15	\$1,952.74	\$306.61	\$689.67	\$882.22
0.88	\$660.66	\$1,401.41	\$1,806.80	\$697.65	\$1,475.39	\$1,902.97	\$285.91	\$651.91	\$832.45
0.91	\$645.14	\$1,373.10	\$1,769.48	\$682.13	\$1,447.08	\$1,865.65	\$270.39	\$623.60	\$795.13
0.94	\$629.62	\$1,344.78	\$1,732.16	\$666.61	\$1,418.76	\$1,828.33	\$254.87	\$595.28	\$757.81
0.97	\$614.09	\$1,316.47	\$1,694.83	\$651.08	\$1,390.45	\$1,791.00	\$239.34	\$566.97	\$720.48
1.00	\$598.57	\$1,288.15	\$1,657.51	\$635.56	\$1,362.13	\$1,753.68	\$223.82	\$538.65	\$683.16

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AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	PERS Platinum MONTHLY			PERS Gold MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
	\$517.44	\$943.87	\$1,244.12	\$517.44	\$943.87	\$1,244.12
FTE						
Caps						
0.03	\$1,041.49	\$2,085.70	\$2,710.91	\$685.71	\$1,374.14	\$1,785.88
0.06	\$1,025.96	\$2,057.39	\$2,673.58	\$670.18	\$1,345.83	\$1,748.55
0.09	\$1,010.44	\$2,029.07	\$2,636.26	\$654.66	\$1,317.51	\$1,711.23
0.13	\$989.74	\$1,991.32	\$2,586.49	\$633.96	\$1,279.76	\$1,661.46
0.16	\$974.22	\$1,963.00	\$2,549.17	\$618.44	\$1,251.44	\$1,624.14
0.19	\$958.70	\$1,934.68	\$2,511.85	\$602.92	\$1,223.12	\$1,586.82
0.22	\$943.17	\$1,906.37	\$2,474.52	\$587.39	\$1,194.81	\$1,549.49
0.25	\$927.65	\$1,878.05	\$2,437.20	\$571.87	\$1,166.49	\$1,512.17
0.28	\$912.13	\$1,849.74	\$2,399.88	\$556.35	\$1,138.18	\$1,474.85
0.31	\$896.60	\$1,821.42	\$2,362.55	\$540.82	\$1,109.86	\$1,437.52
0.34	\$881.08	\$1,793.10	\$2,325.23	\$525.30	\$1,081.54	\$1,400.20
0.38	\$860.38	\$1,755.35	\$2,275.46	\$504.60	\$1,043.79	\$1,350.43
0.41	\$844.86	\$1,727.03	\$2,238.14	\$489.08	\$1,015.47	\$1,313.11
0.44	\$829.34	\$1,698.72	\$2,200.82	\$473.56	\$987.16	\$1,275.79
0.47	\$813.81	\$1,670.40	\$2,163.49	\$458.03	\$958.84	\$1,238.46
0.50	\$798.29	\$1,642.09	\$2,126.17	\$442.51	\$930.53	\$1,201.14
0.53	\$782.77	\$1,613.77	\$2,088.85	\$426.99	\$902.21	\$1,163.82
0.56	\$767.24	\$1,585.45	\$2,051.52	\$411.46	\$873.89	\$1,126.49
0.59	\$751.72	\$1,557.14	\$2,014.20	\$395.94	\$845.58	\$1,089.17
0.63	\$731.02	\$1,519.38	\$1,964.43	\$375.24	\$807.82	\$1,039.40
0.66	\$715.50	\$1,491.07	\$1,927.11	\$359.72	\$779.51	\$1,002.08
0.69	\$699.98	\$1,462.75	\$1,889.79	\$344.20	\$751.19	\$964.76
0.72	\$684.45	\$1,434.43	\$1,852.46	\$328.67	\$722.87	\$927.43
0.75	\$668.93	\$1,406.12	\$1,815.14	\$313.15	\$694.56	\$890.11
0.78	\$653.41	\$1,377.80	\$1,777.82	\$297.63	\$666.24	\$852.79
0.81	\$637.88	\$1,349.49	\$1,740.49	\$282.10	\$637.93	\$815.46
0.84	\$622.36	\$1,321.17	\$1,703.17	\$266.58	\$609.61	\$778.14
0.88	\$601.66	\$1,283.41	\$1,653.40	\$245.88	\$571.85	\$728.37
0.91	\$586.14	\$1,255.10	\$1,616.08	\$230.36	\$543.54	\$691.05
0.94	\$570.62	\$1,226.78	\$1,578.76	\$214.84	\$515.22	\$653.73
0.97	\$555.09	\$1,198.47	\$1,541.43	\$199.31	\$486.91	\$616.40
1.00	\$539.57	\$1,170.15	\$1,504.11	\$183.79	\$458.59	\$579.08

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AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

	DELTA DENTAL		VSP (Vision Plan)		
	MONTHLY		MONTHLY		
	DeltaCare DHMO	PPO	(100% Employee Contribution)		
Employee Only	\$32.21	\$95.82			\$7.23
Employee + 1	\$32.21	\$95.82			\$14.46
Employee + 2/more	\$32.21	\$95.82			\$23.30
FTE	Employee Only or Family	Employee Only or Family	Employee Only	Employee +1	Employee + 2/more
Caps	\$32.21	\$95.82	\$0.00	\$0.00	\$0.00
0.03	\$31.24	\$92.96	\$7.23	\$14.46	\$23.30
0.06	\$30.28	\$90.07	\$7.23	\$14.46	\$23.30
0.09	\$29.31	\$87.21	\$7.23	\$14.46	\$23.30
0.13	\$28.02	\$83.36	\$7.23	\$14.46	\$23.30
0.16	\$27.06	\$80.49	\$7.23	\$14.46	\$23.30
0.19	\$26.09	\$77.61	\$7.23	\$14.46	\$23.30
0.22	\$25.12	\$74.74	\$7.23	\$14.46	\$23.30
0.25	\$24.16	\$71.87	\$7.23	\$14.46	\$23.30
0.28	\$23.19	\$69.00	\$7.23	\$14.46	\$23.30
0.31	\$22.22	\$66.12	\$7.23	\$14.46	\$23.30
0.34	\$21.26	\$63.25	\$7.23	\$14.46	\$23.30
0.38	\$19.97	\$59.41	\$7.23	\$14.46	\$23.30
0.41	\$19.00	\$56.53	\$7.23	\$14.46	\$23.30
0.44	\$18.04	\$53.66	\$7.23	\$14.46	\$23.30
0.47	\$17.07	\$50.78	\$7.23	\$14.46	\$23.30
0.50	\$16.11	\$47.91	\$7.23	\$14.46	\$23.30
0.53	\$15.14	\$45.05	\$7.23	\$14.46	\$23.30
0.56	\$14.17	\$42.16	\$7.23	\$14.46	\$23.30
0.59	\$13.22	\$39.30	\$7.23	\$14.46	\$23.30
0.63	\$11.92	\$35.45	\$7.23	\$14.46	\$23.30
0.66	\$10.95	\$32.58	\$7.23	\$14.46	\$23.30
0.69	\$9.99	\$29.70	\$7.23	\$14.46	\$23.30
0.72	\$9.02	\$26.83	\$7.23	\$14.46	\$23.30
0.75	\$8.05	\$23.96	\$7.23	\$14.46	\$23.30
0.78	\$7.10	\$21.09	\$7.23	\$14.46	\$23.30
0.81	\$6.12	\$18.21	\$7.23	\$14.46	\$23.30
0.84	\$5.15	\$15.34	\$7.23	\$14.46	\$23.30
0.88	\$3.87	\$11.50	\$7.23	\$14.46	\$23.30
0.91	\$2.90	\$8.62	\$7.23	\$14.46	\$23.30
0.94	\$1.93	\$5.75	\$7.23	\$14.46	\$23.30
0.97	\$0.98	\$2.87	\$7.23	\$14.46	\$23.30
1.00	\$0.00	\$0.00	\$7.23	\$14.46	\$23.30

UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators)

2023 CalPERS Premium Rates (TOTAL COST) Region 1 MONTHLY				
Plans	EE	EE+1	FAM	
Kaiser	\$913.74	\$1,827.48	\$2,375.72	
Anthem HMO Select	\$1,128.83	\$2,257.66	\$2,934.96	
Anthem HMO Traditional	\$1,210.71	\$2,421.42	\$3,147.85	
Blue Shield Access +	\$1,035.21	\$2,070.42	\$2,691.55	
Health Net SmartCare	\$1,174.50	\$2,349.00	\$3,053.70	
Western Health Advantage	\$760.17	\$1,520.34	\$1,976.44	
PERS Platinum	\$1,200.12	\$2,400.24	\$3,120.31	
PERS Gold	\$825.61	\$1,651.22	\$2,146.59	
Cash-In-Lieu	\$730.99			
DELTA DENTAL PPO	\$95.82	\$95.82	\$95.82	
DELTACARE DHMO	\$32.21	\$32.21	\$32.21	
VSP	\$7.23	\$14.46	\$23.30	

2023 1.00 FTE Employee Contributions Kaiser			
EE	EE+1	FAM	
\$367.96	\$826.93	\$1,057.92	

2023 District Caps*	
Medical	\$545.78
Dental	\$1,000.55
DHMO	\$32.21
PPO	\$95.82
Effective January 1, 2023	

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AS OF

*Based on 2021 District CAP

UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators) - BAY AREA REGION

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	Kaiser MONTHLY			Anthem HMO Select MONTHLY			Anthem HMO Traditional MONTHLY			Cash In Lieu of Benefits MONTHLY
	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more	
	\$913.74			\$1,128.83			\$1,210.71			80% of Kaiser = \$730.99
	\$1,827.48			\$2,257.66			\$2,421.42			
	\$2,375.72			\$2,934.96			\$3,147.85			
FTE										
Caps	\$545.78	\$1,000.55	\$1,317.80	\$545.78	\$1,000.55	\$1,317.80	\$545.78	\$1,000.55	\$1,317.80	
0.03	\$897.37	\$1,797.46	\$2,336.19	\$1,112.46	\$2,227.64	\$2,895.43	\$1,194.34	\$2,391.40	\$3,108.32	\$21.93
0.06	\$880.99	\$1,767.45	\$2,296.65	\$1,096.08	\$2,197.63	\$2,855.89	\$1,177.96	\$2,361.39	\$3,068.78	\$43.86
0.13	\$842.79	\$1,697.41	\$2,204.41	\$1,057.88	\$2,127.59	\$2,763.65	\$1,139.76	\$2,291.35	\$2,976.54	\$95.03
0.16	\$826.42	\$1,667.39	\$2,164.87	\$1,041.51	\$2,097.57	\$2,724.11	\$1,123.39	\$2,261.33	\$2,937.00	\$116.96
0.19	\$810.04	\$1,637.38	\$2,125.34	\$1,025.13	\$2,067.56	\$2,684.58	\$1,107.01	\$2,231.32	\$2,897.47	\$138.89
0.22	\$793.67	\$1,607.36	\$2,085.80	\$1,008.76	\$2,037.54	\$2,645.04	\$1,090.64	\$2,201.30	\$2,857.93	\$160.82
0.25	\$777.30	\$1,577.34	\$2,046.27	\$992.39	\$2,007.52	\$2,605.51	\$1,074.27	\$2,171.28	\$2,818.40	\$182.75
0.28	\$760.92	\$1,547.33	\$2,006.74	\$976.01	\$1,977.51	\$2,565.98	\$1,057.89	\$2,141.27	\$2,778.87	\$204.68
0.31	\$744.55	\$1,517.31	\$1,967.20	\$959.64	\$1,947.49	\$2,526.44	\$1,041.52	\$2,111.25	\$2,739.33	\$226.61
0.34	\$728.17	\$1,487.29	\$1,927.67	\$943.26	\$1,917.47	\$2,486.91	\$1,025.14	\$2,081.23	\$2,699.80	\$248.54
0.38	\$706.34	\$1,447.27	\$1,874.96	\$921.43	\$1,877.45	\$2,434.20	\$1,003.31	\$2,041.21	\$2,647.09	\$277.78
0.41	\$689.97	\$1,417.25	\$1,835.42	\$905.06	\$1,847.43	\$2,394.66	\$986.94	\$2,011.19	\$2,607.55	\$299.71
0.44	\$673.60	\$1,387.24	\$1,795.89	\$888.69	\$1,817.42	\$2,355.13	\$970.57	\$1,981.18	\$2,568.02	\$321.64
0.47	\$657.22	\$1,357.22	\$1,756.35	\$872.31	\$1,787.40	\$2,315.59	\$954.19	\$1,951.16	\$2,528.48	\$343.57
0.50	\$640.85	\$1,327.21	\$1,716.82	\$855.94	\$1,757.39	\$2,276.06	\$937.82	\$1,921.15	\$2,488.95	\$365.50
0.53	\$624.48	\$1,297.19	\$1,677.28	\$839.57	\$1,727.37	\$2,236.52	\$921.45	\$1,891.13	\$2,449.41	\$387.43
0.56	\$608.10	\$1,267.17	\$1,637.75	\$823.19	\$1,697.35	\$2,196.99	\$905.07	\$1,861.11	\$2,409.88	\$409.36
0.59	\$591.73	\$1,237.16	\$1,598.22	\$806.82	\$1,667.34	\$2,157.46	\$888.70	\$1,831.10	\$2,370.35	\$431.29
0.63	\$569.90	\$1,197.13	\$1,545.50	\$784.99	\$1,627.31	\$2,104.74	\$866.87	\$1,791.07	\$2,317.63	\$460.52
0.66	\$553.53	\$1,167.12	\$1,505.97	\$768.62	\$1,597.30	\$2,065.21	\$850.50	\$1,761.06	\$2,278.10	\$482.45
0.69	\$537.15	\$1,137.10	\$1,466.44	\$752.24	\$1,567.28	\$2,025.68	\$834.12	\$1,731.04	\$2,238.57	\$504.38
0.72	\$520.78	\$1,107.08	\$1,426.90	\$735.87	\$1,537.26	\$1,986.14	\$817.75	\$1,701.02	\$2,199.03	\$526.31
0.75	\$504.41	\$1,077.07	\$1,387.37	\$719.50	\$1,507.25	\$1,946.61	\$801.38	\$1,671.01	\$2,159.50	\$730.99
0.78	\$488.03	\$1,047.05	\$1,347.83	\$703.12	\$1,477.23	\$1,907.07	\$785.00	\$1,640.99	\$2,119.96	\$730.99
0.81	\$471.66	\$1,017.03	\$1,308.30	\$686.75	\$1,447.21	\$1,867.54	\$768.63	\$1,610.97	\$2,080.43	\$730.99
0.84	\$455.28	\$987.02	\$1,268.77	\$670.37	\$1,417.20	\$1,828.01	\$752.25	\$1,580.96	\$2,040.90	\$730.99
0.88	\$433.45	\$947.00	\$1,216.05	\$648.54	\$1,377.18	\$1,775.29	\$730.42	\$1,540.94	\$1,988.18	\$730.99
0.91	\$417.08	\$916.98	\$1,176.52	\$632.17	\$1,347.16	\$1,735.76	\$714.05	\$1,510.92	\$1,948.65	\$730.99
0.94	\$400.71	\$886.96	\$1,136.99	\$615.80	\$1,317.14	\$1,696.23	\$697.68	\$1,480.90	\$1,909.12	\$730.99
0.97	\$384.33	\$856.95	\$1,097.45	\$599.42	\$1,287.13	\$1,656.69	\$681.30	\$1,450.89	\$1,869.58	\$730.99
1.00	\$367.96	\$826.93	\$1,057.92	\$583.05	\$1,257.11	\$1,617.16	\$664.93	\$1,420.87	\$1,830.05	\$730.99

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UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators) - BAY AREA REGION

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	Blue Shield Access + MONTHLY				Health Net SmartCare HMO MONTHLY			Western Health Advantage HMO MONTHLY		
	Employee Only	Employee +1	Employee + 2/more	Employee Only + 2/more						
				Employee Only	Employee +1	Employee + 2/more				
Caps	\$545.78	\$1,000.55	\$1,317.80	\$545.78	\$1,000.55	\$1,317.80	\$545.78	Employee Only	Employee +1	Employee + 2/more
0.03	\$1,018.84	\$2,040.40	\$2,652.02	\$1,158.13	\$2,318.98	\$3,014.17	\$743.80	\$1,490.32	\$1,936.91	\$760.17
0.06	\$1,002.46	\$2,010.39	\$2,612.48	\$1,141.75	\$2,288.97	\$2,974.63	\$727.42	\$1,460.31	\$1,897.37	\$1,520.34
0.13	\$964.26	\$1,940.35	\$2,520.24	\$1,103.55	\$2,218.93	\$2,882.39	\$689.22	\$1,390.27	\$1,805.13	\$1,976.44
0.16	\$947.89	\$1,910.33	\$2,480.70	\$1,087.18	\$2,188.91	\$2,842.85	\$672.85	\$1,360.25	\$1,765.59	
0.19	\$931.51	\$1,880.32	\$2,441.17	\$1,070.80	\$2,158.90	\$2,803.32	\$656.47	\$1,330.24	\$1,726.06	
0.22	\$915.14	\$1,850.30	\$2,401.63	\$1,054.43	\$2,128.88	\$2,763.78	\$640.10	\$1,300.22	\$1,686.52	
0.25	\$898.77	\$1,820.28	\$2,362.10	\$1,038.06	\$2,098.86	\$2,724.25	\$623.73	\$1,270.20	\$1,646.99	
0.28	\$882.39	\$1,790.27	\$2,322.57	\$1,021.68	\$2,068.85	\$2,684.72	\$607.35	\$1,240.19	\$1,607.46	
0.31	\$866.02	\$1,760.25	\$2,283.03	\$1,005.31	\$2,038.83	\$2,645.18	\$590.98	\$1,210.17	\$1,567.92	
0.34	\$849.64	\$1,730.23	\$2,243.50	\$988.93	\$2,008.81	\$2,605.65	\$574.60	\$1,180.15	\$1,528.39	
0.38	\$827.81	\$1,690.21	\$2,190.79	\$967.10	\$1,968.79	\$2,552.94	\$552.77	\$1,140.13	\$1,475.68	
0.41	\$811.44	\$1,660.19	\$2,151.25	\$950.73	\$1,938.77	\$2,513.40	\$536.40	\$1,110.11	\$1,436.14	
0.44	\$795.07	\$1,630.18	\$2,111.72	\$934.36	\$1,908.76	\$2,473.87	\$520.03	\$1,080.10	\$1,396.61	
0.47	\$778.69	\$1,600.16	\$2,072.18	\$917.98	\$1,878.74	\$2,434.33	\$503.65	\$1,050.08	\$1,357.07	
0.50	\$762.32	\$1,570.15	\$2,032.65	\$901.61	\$1,848.73	\$2,394.80	\$487.28	\$1,020.07	\$1,317.54	
0.53	\$745.95	\$1,540.13	\$1,993.11	\$885.24	\$1,818.71	\$2,355.26	\$470.91	\$990.05	\$1,278.00	
0.56	\$729.57	\$1,510.11	\$1,953.58	\$868.86	\$1,788.69	\$2,315.73	\$454.53	\$960.03	\$1,238.47	
0.59	\$713.20	\$1,480.10	\$1,914.05	\$852.49	\$1,758.68	\$2,276.20	\$438.16	\$930.02	\$1,198.94	
0.63	\$691.37	\$1,440.07	\$1,861.33	\$830.66	\$1,718.65	\$2,223.48	\$416.33	\$889.99	\$1,146.22	
0.66	\$675.00	\$1,410.06	\$1,821.80	\$814.29	\$1,688.64	\$2,183.95	\$399.96	\$859.98	\$1,106.69	
0.69	\$658.62	\$1,380.04	\$1,782.27	\$797.91	\$1,658.62	\$2,144.42	\$383.58	\$829.96	\$1,067.16	
0.72	\$642.25	\$1,350.02	\$1,742.73	\$781.54	\$1,628.60	\$2,104.88	\$367.21	\$799.94	\$1,027.62	
0.75	\$625.88	\$1,320.01	\$1,703.20	\$765.17	\$1,598.59	\$2,065.35	\$350.84	\$769.93	\$988.09	
0.78	\$609.50	\$1,289.99	\$1,663.66	\$748.79	\$1,568.57	\$2,025.81	\$334.46	\$739.91	\$948.55	
0.81	\$593.13	\$1,259.97	\$1,624.13	\$732.42	\$1,538.55	\$1,986.28	\$318.09	\$709.89	\$909.02	
0.84	\$576.75	\$1,229.96	\$1,584.60	\$716.04	\$1,508.54	\$1,946.75	\$301.71	\$679.88	\$869.49	
0.88	\$554.92	\$1,189.94	\$1,531.88	\$694.21	\$1,468.52	\$1,894.03	\$279.88	\$639.86	\$816.77	
0.91	\$538.55	\$1,159.92	\$1,492.35	\$677.84	\$1,438.50	\$1,854.50	\$263.51	\$609.84	\$777.24	
0.94	\$522.18	\$1,129.90	\$1,452.82	\$661.47	\$1,408.48	\$1,814.97	\$247.14	\$579.82	\$737.71	
0.97	\$505.80	\$1,099.89	\$1,413.28	\$645.09	\$1,378.47	\$1,775.43	\$230.76	\$549.81	\$698.17	
1.00	\$489.43	\$1,069.87	\$1,373.75	\$628.72	\$1,348.45	\$1,735.90	\$214.39	\$519.79	\$658.64	

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UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators) - BAY AREA REGION

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

Employee Only Employee + 1 Employee + 2/more	PERS Platinum MONTHLY			PERS Gold MONTHLY		
	\$1,200.12			\$825.61		
	\$2,400.24			\$1,651.22		
	\$3,120.31			\$2,146.59		
FTE	Employee Only	Employee +1	Employee + 2/more	Employee Only	Employee +1	Employee + 2/more
Caps	\$545.78	\$1,000.55	\$1,317.80	\$545.78	\$1,000.55	\$1,317.80
0.03	\$1,183.75	\$2,370.22	\$3,080.78	\$809.24	\$1,621.20	\$2,107.06
0.06	\$1,167.37	\$2,340.21	\$3,041.24	\$792.86	\$1,591.19	\$2,067.52
0.13	\$1,129.17	\$2,270.17	\$2,949.00	\$754.66	\$1,521.15	\$1,975.28
0.16	\$1,112.80	\$2,240.15	\$2,909.46	\$738.29	\$1,491.13	\$1,935.74
0.19	\$1,096.42	\$2,210.14	\$2,869.93	\$721.91	\$1,461.12	\$1,896.21
0.22	\$1,080.05	\$2,180.12	\$2,830.39	\$705.54	\$1,431.10	\$1,856.67
0.25	\$1,063.68	\$2,150.10	\$2,790.86	\$689.17	\$1,401.08	\$1,817.14
0.28	\$1,047.30	\$2,120.09	\$2,751.33	\$672.79	\$1,371.07	\$1,777.61
0.31	\$1,030.93	\$2,090.07	\$2,711.79	\$656.42	\$1,341.05	\$1,738.07
0.34	\$1,014.55	\$2,060.05	\$2,672.26	\$640.04	\$1,311.03	\$1,698.54
0.38	\$992.72	\$2,020.03	\$2,619.55	\$618.21	\$1,271.01	\$1,645.83
0.41	\$976.35	\$1,990.01	\$2,580.01	\$601.84	\$1,240.99	\$1,606.29
0.44	\$959.98	\$1,960.00	\$2,540.48	\$585.47	\$1,210.98	\$1,566.76
0.47	\$943.60	\$1,929.98	\$2,500.94	\$569.09	\$1,180.96	\$1,527.22
0.50	\$927.23	\$1,899.97	\$2,461.41	\$552.72	\$1,150.95	\$1,487.69
0.53	\$910.86	\$1,869.95	\$2,421.87	\$536.35	\$1,120.93	\$1,448.15
0.56	\$894.48	\$1,839.93	\$2,382.34	\$519.97	\$1,090.91	\$1,408.62
0.59	\$878.11	\$1,809.92	\$2,342.81	\$503.60	\$1,060.90	\$1,369.09
0.63	\$856.28	\$1,769.89	\$2,290.09	\$481.77	\$1,020.87	\$1,316.37
0.66	\$839.91	\$1,739.88	\$2,250.56	\$465.40	\$990.86	\$1,276.84
0.69	\$823.53	\$1,709.86	\$2,211.03	\$449.02	\$960.84	\$1,237.31
0.72	\$807.16	\$1,679.84	\$2,171.49	\$432.65	\$930.82	\$1,197.77
0.75	\$790.79	\$1,649.83	\$2,131.96	\$416.28	\$900.81	\$1,158.24
0.78	\$774.41	\$1,619.81	\$2,092.42	\$399.90	\$870.79	\$1,118.70
0.81	\$758.04	\$1,589.79	\$2,052.89	\$383.53	\$840.77	\$1,079.17
0.84	\$741.66	\$1,559.78	\$2,013.36	\$367.15	\$810.76	\$1,039.64
0.88	\$719.83	\$1,519.76	\$1,960.64	\$345.32	\$770.74	\$986.92
0.91	\$703.46	\$1,489.74	\$1,921.11	\$328.95	\$740.72	\$947.39
0.94	\$687.09	\$1,459.72	\$1,881.58	\$312.58	\$710.70	\$907.86
0.97	\$670.71	\$1,429.71	\$1,842.04	\$296.20	\$680.69	\$868.32
1.00	\$654.34	\$1,399.69	\$1,802.51	\$279.83	\$650.67	\$828.79

Effective January 1, 2023

UPDATED 09/16/2022

UBA CERTIFICATED SALARIED EMPLOYEES (Local #81 - Administrators) - BAY AREA REGION

AMOUNT TO BE PAID WILL BE BASED ON ACTUAL FTE. TABLES ARE ESTIMATES ONLY

	DELTA DENTAL MONTHLY		VSP (Vision Plan) MONTHLY (100% Employee Contribution)		
	DeltaCare DHMO	PPO			
	Employee Only	Employee + 1	Employee + 2/more		
	\$32.21	\$95.82	\$7.23		
	\$32.21	\$95.82	\$14.46		
	\$32.21	\$95.82	\$23.30		
FTE	Employee Only or Family	Employee Only or Family	Employee Only	Employee +1	Employee + 2/more
Caps	\$32.21	\$95.82	\$0.00	\$0.00	\$0.00
0.03	\$31.24	\$92.96	\$7.23	\$14.46	\$23.30
0.06	\$30.28	\$90.07	\$7.23	\$14.46	\$23.30
0.13	\$28.02	\$83.36	\$7.23	\$14.46	\$23.30
0.16	\$27.06	\$80.49	\$7.23	\$14.46	\$23.30
0.19	\$26.09	\$77.61	\$7.23	\$14.46	\$23.30
0.22	\$25.12	\$74.74	\$7.23	\$14.46	\$23.30
0.25	\$24.16	\$71.87	\$7.23	\$14.46	\$23.30
0.28	\$23.19	\$69.00	\$7.23	\$14.46	\$23.30
0.31	\$22.22	\$66.12	\$7.23	\$14.46	\$23.30
0.34	\$21.26	\$63.25	\$7.23	\$14.46	\$23.30
0.38	\$19.97	\$59.41	\$7.23	\$14.46	\$23.30
0.41	\$19.00	\$56.53	\$7.23	\$14.46	\$23.30
0.44	\$18.04	\$53.66	\$7.23	\$14.46	\$23.30
0.47	\$17.07	\$50.78	\$7.23	\$14.46	\$23.30
0.50	\$16.11	\$47.91	\$7.23	\$14.46	\$23.30
0.53	\$15.14	\$45.05	\$7.23	\$14.46	\$23.30
0.56	\$14.17	\$42.16	\$7.23	\$14.46	\$23.30
0.59	\$13.22	\$39.30	\$7.23	\$14.46	\$23.30
0.63	\$11.92	\$35.45	\$7.23	\$14.46	\$23.30
0.66	\$10.95	\$32.58	\$7.23	\$14.46	\$23.30
0.69	\$9.99	\$29.70	\$7.23	\$14.46	\$23.30
0.72	\$9.02	\$26.83	\$7.23	\$14.46	\$23.30
0.75	\$8.05	\$23.96	\$7.23	\$14.46	\$23.30
0.78	\$7.10	\$21.09	\$7.23	\$14.46	\$23.30
0.81	\$6.12	\$18.21	\$7.23	\$14.46	\$23.30
0.84	\$5.15	\$15.34	\$7.23	\$14.46	\$23.30
0.88	\$3.87	\$11.50	\$7.23	\$14.46	\$23.30
0.91	\$2.90	\$8.62	\$7.23	\$14.46	\$23.30
0.94	\$1.93	\$5.75	\$7.23	\$14.46	\$23.30
0.97	\$0.98	\$2.87	\$7.23	\$14.46	\$23.30
1.00	\$0.00	\$0.00	\$7.23	\$14.46	\$23.30

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**BERKELEY UNIFIED SCHOOL DISTRICT
EVALUATION FORM FOR CERTIFICATED ADMINISTRATORS (UBA)**

Evaluatee's Name		Professional Assignment	
Evaluator's Name		Date	

Timeline:

Mid-year Evaluation: Must be completed no later than January 31st for any evaluatee who did not receive a satisfactory overall rating the prior year or who is expected to receive an unsatisfactory overall rating.

Final Evaluation: Must be completed no later than 30 days before the last school day (EC 44663).

This Administrator evaluation is based upon the *California Professional Standards for Educational Leaders* and the *National Standards*.

1. SHARED VISION OF LEARNING

- Facilitates the development of a shared vision for the achievement of all students based upon data from multiple measures of student learning and relevant qualitative indicators.
- Communicates and implements the shared vision so that the entire school community understands and acts on the mission of the school as a standards-based educational system.
- Leverages and marshals sufficient resources to implement and attain the vision for all students and subgroups of students.
- Identifies and addresses any barriers to accomplishing the vision.
- Shapes school programs, plans activities to ensure integration, articulation, and consistency with the vision.
- Uses influence of diversity to improve teaching and learning.

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:

2. CULTURE FOR STUDENT LEARNING AND PROFESSIONAL GROWTH

- Creates an accountability system of teaching and learning based on student learning standards.
- Utilizes multiple assessment measures to evaluate student learning to drive an ongoing process of inquiry focused on improving the learning of all students and all subgroups of students.
- Shapes a culture where high expectations for all students and for all subgroups of students is the core purpose.
- Guides and supports the long-term professional development of all staff consistent with the ongoing effort to improve the learning of all students relative to the content standards.
- Promotes equity, fairness, and respect among all members of the school community.



**BERKELEY UNIFIED SCHOOL DISTRICT
EVALUATION FORM FOR CERTIFICATED ADMINISTRATORS (UBA)**

Evaluatee's Name		Professional Assignment	
Evaluator's Name		Date	

- Provides opportunities for all members of the school community to develop and use skills in collaboration, leadership, and shared responsibility.
- Facilitates the use of appropriate learning materials and learning strategies which includes: (1) students as active learners, (2) a variety of appropriate materials and strategies, (3) the use of reflection and inquiry, (4) an emphasis on quality versus quantity, and (5) appropriate and effective technology.

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:

3. ORGANIZATIONAL AND RESOURCE MANAGEMENT

- Monitors and evaluates the programs and staff at the site.
- Establishes school structures, patterns, and processes that support student learning.
- Manages legal and contractual agreements and records in ways that foster a professional work environment and secure privacy and confidentiality for all students and staff.
- Aligns fiscal, human, and material resources to support the learning of all students and subgroups of students.
- Sustains a safe, efficient, clean, well-maintained, and productive school environment that nurtures student learning and supports the professional growth of teachers and support staff.
- Utilizes the principles of systems management, organizational development, problem solving, and decision-making techniques fairly and effectively.
- Utilizes effective and nurturing practices in establishing student behavior management systems.

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:



**BERKELEY UNIFIED SCHOOL DISTRICT
EVALUATION FORM FOR CERTIFICATED ADMINISTRATORS (UBA)**

Evaluatee's Name		Professional Assignment	
Evaluator's Name		Date	

4. COLLABORATION WITH DIVERSE FAMILIES AND COMMUNITIES

- Incorporates information about family and community expectations into school decision-making and activities.
- Recognizes the goals and aspirations of diverse family and community groups.
- Treats diverse community stakeholder groups with fairness and with respect.
- Supports the equitable success of all student and all subgroups of students through the mobilization and leveraging of community support services.
- Strengthens the school through the establishment of community, business, institutional, and civic partnerships.
- Communicates information about the school on a regular basis through a variety of media and modules.

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:

5. PERSONAL ETHICS AND LEADERSHIP CAPACITY

- Demonstrates skills in decision-making, problem solving, change management, planning, conflict management, and evaluation.
- Models personal and professional ethics, integrity, justice, and fairness and expects the same behavior from others.
- Makes and communicates decisions based upon relevant data and research about effective teaching and learning, leadership, management practices and equity.
- Reflects on personal leadership practices and recognizes their impact and influence on the performance of others.
- Encourages and inspires others to higher levels of performance, commitment, and motivation.
- Sustains personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.
- Engages in professional development.
- Demonstrates knowledge of the curriculum and the ability to integrate and articulate programs throughout the grades.
- Uses influence of the office to enhance the educational program rather than for personal gain.
- Protects the rights and confidentiality of students and staff.



BERKELEY UNIFIED SCHOOL DISTRICT
EVALUATION FORM FOR CERTIFICATED ADMINISTRATORS (UBA)

Evaluatee's Name		Professional Assignment	
Evaluator's Name		Date	

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:

6. POLITICAL, SOCIAL, ECONOMIC, LEGAL, AND CULTURAL UNDERSTANDING

- Views oneself as a leader of a team and also a member of a larger team.
- Ensures that the school operates consistently with the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
- Generates support for the school by two-way communication with key decision makers in the school community.
- Works with the governing boards and district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.
- Influences and supports public policies that ensure the equitable distribution of resources, and support for all the subgroups of students.
- Opens the school to the public and welcomes and facilitates constructive conversations about how to improve student learning and achievement.

Commendations:

Evidence:

Recommendations (Improvement Plan to be reviewed monthly during collaborative coaching session):

Evidence:

