

ARTICLE 12 - COMPENSATION

12.1 **Definitions** of terms used in this Article.

12.1.1 **Base Salary:** Annual salary rate for employees compensated on the Teachers' Salary Schedule, based upon training and years of experience.

12.1.2 **Contract Daily Rate:** Base salary divided by the number of days of required service for teachers. This is also known as the Per Diem Rate.

12.1.3 **Contract Hourly Rate:** The contract daily rate multiplied by .1538 for all Non-management certificated personnel except those for whom separate factors are listed below:

- Counselors: Contract daily rate multiplied by .1428.

- Psychologists, program specialists, and social workers: Contract daily rate multiplied by .1250.

- Children's Center teachers: Contract daily rate multiplied by .1250.

12.1.4 **Contract Salary:** Base salary plus or minus adjustments for additional days of required service, employment begun before or after the first day of required service, and/or less than full-time employment.

12.1.5 **Extra Duty Assignment:** The supervision of students in activities after the close of the regular school day and/or on non-teaching days. Extra duty assignments for which compensation is provided are listed in Section 12.9.2 of this Article.

12.1.6 **Per Session Rate:** Pay rate calculated at 1/1080 of the base annual salary up to a maximum amount calculated from Class C, Step 2, on the Teachers' Salary Schedule for K-12 and preschool, or Class 5, Step 2, on the Salary Schedule for Teachers of Adult Education.

12.1.7 **Day-to-Day Substitute:** A certificated teacher hired on a day-to-day basis to replace a regular teacher who is absent or who is temporarily assigned other duties.

12.1.8 **Non-Contract Certificated Non-management Employees:** Certificated Non-management employees employed on a per session or hourly basis for not more than eighteen (18) hours per week, and in adult education, for not more than four (4) months.

12.2 Salary Schedule Structure

12.2.1 The salary schedules for SCTA unit members consist of the following:

[Add the list each of the salary schedules, including new ones, and their Appendix letter.] 620300000912 0g spck1(a)Blaweek, poules f(e)4(k,)h and hearing specialists,

[The salary schedule for language speech and hearing specialists, :

- 12.2.2.5 Substitutes receiving a rate of pay above the first rate who exceed their allotment of refusals shall be returned to the first rate of pay and must serve the required number of days before advancing. Notwithstanding the foregoing, the rate of pay will not be reduced after the allotted number of refusals during a pilot program effective from December 17, 1996 through June 30, 1998.
- 12.2.2.6 Substitutes shall retain their compensation status and carry it forward to the following school year. Any accumulated refusals shall not be carried forward to the following school year.
- 12.2.2.7 Compensation for part-day assignments shall be based upon one-half (1/2) or two-thirds (2/3) the rate of pay for which the substitute qualifies, depending upon which fraction is nearest, but not less than the actual time served. The length of a substitute's day is equal to the day of the employee for whom he/she is substituting. Partial day assignments will be counted as a day of service for advancement to the next pay step.
- 12.2.2.8 Substitutes who teach or start a class for which there is no regular teacher providing lesson plans at any time during the school year shall be paid at their appropriate contract daily rate, **or the daily the sub rate whichever is higher**, provided they are responsible for lesson planning, all other teacher duties, and in the position for at least thirty (30) calendar days.

After thirty (30) days, the substitute shall receive the appropriate rate retroactively and shall continue to receive the rate until replaced or placed in the position.

12.3 **Experience Credit**

- 12.3.1 Vertical (step) placement on the Teachers' Salary Schedule shall correspond to the number of years of District teaching service, with the following exceptions:
- 12.3.1.1 Step placement may be higher if experience credit has been granted at the time of initial employment in keeping with Sections 12.3.2 through 12.3.5 of this Article.
- 12.3.1.2 Persons who have reached the maximums of their salary classes, when obtaining the requirements for a higher class, shall be moved over to the new class and be placed on the step which corresponds to their years of credited service.
- 12.3.2 Upon employment, experience credit is granted on the basis of one (1) step for each year of properly verified comparable experience with limitations set forth in Sections 12.3.2 through 12.3.3.3 of this Article. A year of experience must represent no less than seventy-five per cent (75%) of the days of required full-time service, although full semesters will be added together, even if in separate school years **and/or at one or more school districts (but not more than three [3])**

school districts), in computing years of service. Credit for part-time experience will be computed by converting to full-time experience; e.g., two (2) years of halftime experience equal one (1) step of experience credit. Comparable experience includes previous teaching experience, Peace Corps service, VISTA service, preschool experience, or other exceptional professional assignments.

[OK]

12.3.3 Upon application to the Human Resources Office, at the time of initial employment, prior non-certificated paid experience closely allied to the local certificated assignment, when fully verified, will be evaluated on the basis of one (1) step for each two (2) years of such acceptable experience within the past ten (10) years.

12.3.4 Upon reemployment, prior experience credit is not reevaluated for a teacher returning to the service of the District within ten (10) years after termination, but verified experience gained during the interim will be evaluated. Such personnel are returned to their place on the schedule in effect when they terminated, and then all schedule changes which occurred during their absence and any interim experience credit are applied to determine their placement on the present schedule.

12.3.5 Employees new to the District have a maximum of ninety (90) days from their first day of required service in which to file verifications of comparable or allied experience. After ninety days, verification can be filed without retroactive credit.

12.3.6

12.3.9 Personnel who are employed during the summer period on a contract daily rate basis (CDR) are to be given their earned salary step increments, effective July 1.

12.4 Training Classification

12.4.1 Training classification is based upon earned collegiate degrees and regular credits earned in excess of degree requirements in fully accredited ~~four-year~~ colleges and universities, or in the District's Professional Improvement Program as outlined in the Board's Policies and Bylaws, Sections P-3572 through P-3575, adopted on July 10, 1978. [OK on removal of 4-year, may still need board policy update.]

Credits will be accepted only if they are earned in a ~~four-year~~ college or university accredited by a regional accrediting Association, if they are accepted by the Commission for Teacher Preparation and Licensing for credentialing purposes, or if they are reported on appropriate forms as outlined in connection with the District's Professional Improvement Program. Training classification shall be determined twice annually on July 1 and February 1, except that July 1st class changes shall not be used in determining summer school per session rates of pay for that year. [ok]

12.4.1.1 Excess units are defined as those units earned in excess of the minimum requirement for the degree in the institution where the degree was granted, and may have been earned before or after the awarding of the degree.

12.4.2 ~~Before beginning work on any four year college or university courses or on any courses sponsored by the District's Staff Training Services Department, prior approval must be obtained by all Non-management certificated personnel from their principal (or other administrator responsible for the evaluation of the employee's performance). This approval will be made "on the basis of a plan for the orderly and appropriate professional improvement" of all employees. Approval forms for four year college or university courses must be completed and filed with the Human Resources Office. Approval forms for in-service courses offered by the Staff Training Services Department must be filed with that department. Approvals denied by the principals may be appealed to the assistant superintendent, Human Resources Office.~~

12.4.2.1

~~days after the date of the site administrator's disapproval.~~ [Union will provide additional response.]

12.4.3 Credit for participation in the District's Program for Professional Improvement, as

12.7 **Per Session Compensation**

- 12.7.1 Per session or hourly rate shall be based upon the adopted salary schedule. The rate shall be calculated at 1/1080 of the Teachers' Salary Schedule for K-12 and preschool up to a maximum amount calculated from Class C, Step 2.

- 12.7.2 Members of the unit employed in summer school or part-time adult shall be paid at the appropriate per session rate of pay.

- 12.7.2.1 The per session rates for K-12 summer school shall be the same as set forth in Section 12.7.1, unless otherwise agreed to by the parties. [ok]

- 12.7.2.2 Adult Education Teachers paid on hourly Adult Education Teachers' Salary Schedule (Appendix B-

their salaries, however, shall be added the product of the number of days of service beyond those required of regular teachers times the contract daily rate.

- 12.8.2 Any member of the bargaining unit who is required by appropriate administrative authority or District regulation to serve additional days or hours beyond his/her service year or service day, as defined in Article 5 of this Agreement, shall be compensated for such day or fraction thereof at the contract hourly rate or the per session rate, whichever is greater, except for extra duty pay for those selected work assignments enumerated in Sections 12.8.4 through 12.9.8 of this Article and also excepting Sections 5.3.7 and 5.9 through 5.10.7 of Article 5.

In addition, for staff who substitute during a prep period or free period, and staff filling in and who voluntarily accept an out-of-regular assignment (including accepting additional students on their caseload, or teaching a class that is temporarily combined when a teacher is absent and/or substitute coverage cannot be secured, or the duties of staff outside of our bargaining unit), the District will pay an additional 25% over the bargaining unit

this work. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet. In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five (5) working days of the missed prep period contractual hourly rate of pay plus an additional 25%.

- 12.8.3 Adult Education Teachers who teach beyond regular contract hours of service shall be paid per session rates.

- 12.8.3.1 Adult Education Teachers who are placed on the hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid at the appropriate rate for all hours assigned except that hours beyond 40 hours per week in the Adult Program shall be paid at 1 1/2 times the appropriate rate.

- 12.8.4 When teachers agree voluntarily to serve on curriculum development committees or project teams, they shall be given the alternative of released time with the provision of a substitute, or ~~the negotiation of a "contract" for such work which shall be based on a~~ contract daily rate. ~~of .002458 of Class A, Step 8.~~ [OK]

- 12.8.5 In order to reimburse employees who temporarily assume the duties of a principal, the District shall provide a stipend to a designated person in each school where there is no co-administrator. This stipend will require that the designated member of the bargaining unit shall assume the duties in the absence of the principal for any and all occasions when the principal is not available at the school site. Designated teachers in charge shall be paid a ~~monthly- f of ten percent (10%) above their regular salary \$50.00~~ for each of ~~ten nine~~ calendar onths. Such persons serving in year-round programs (e.g., 230-day programs) shall be paid a monthly stipend of ten percent (10%) above their regular salary ~~\$50.00~~ for each calendar month of the year. Such teachers shall work under the following conditions:

- a. No teacher shall be required to serve in this position.
- b. All teachers shall be given an opportunity to volunteer for this position each year.
- c. A designated teacher in charge shall have the right to withdraw at any time with 10 working days' notice and be paid on a pro rata basis.
- d. The designated teacher in charge shall be informed each time the site administrator is to be absent from the school.
- e. A designated teacher shall not have discipline or evaluation responsibilities for members of the bargaining unit.

12.8.5.1 When both the principal and designated teacher are absent and another member of the unit is assigned responsibility for carrying out the duties of the principal, he/she shall be compensated at the rate of **ten percent (10%) of their regular salary \$8 per day.**

12.8.6 When an employee temporarily assumes the duties of a vice principal, he/she shall receive a stipend of **seven percent (7%) above their regular salary per day.** ~~which equals the difference between his/her regular daily rate and the daily rate earnable as a vice principal, provided that he/she shall not receive less than \$5.00 nor more than \$8.00 additional compensation per day.~~

12.8.6.1 Children's Center teachers designated as teacher-in-charge must meet state requirements.

12.8.6.1.1 At Children's Centers **and with Pre-school Head Teachers** where only one teacher is assigned, the designated teacher-in-charge shall be granted a **ten percent (10%) above their regular salary fifty dollar (\$50.00)** stipend for each month of service.

12.8.6.1.2 At each Children's Center site where two (2) or more teachers are assigned, the stipend for designated teacher-in-charge shall be shared between two teachers and shall be **five percent (5%)** _____

12.8.8 **Parent Participation Teachers**

12.8.8.1 Parent participation pre-school teachers who teach in a State-funded program for

Category F:

the site administrator in writing no later than March 1 preceding the school year in which withdrawal would become effective.

Upon receipt of such notification, the principal should take the following courses of action as appropriate:

- a. Survey the faculty by memorandum, bulletin, or meeting, to determine if there is another individual who is qualified and interested in the extra duty assignment.
- b. In the event that there is a teaching vacancy to be filled, determine if it is feasible to add the extra duty to the teaching position. In making such a determination, the principal should confer with the director, Secondary Certificated Personnel Services, regarding the likelihood of applicants who would be qualified for both the teaching assignment and the extra duty.

12.9.3.3 If the principal is unable to fill the extra duty assignment by either course of action, he/she should then discuss with the teachers requesting withdrawal the kind of action which the teacher is willing to undertake in order to be relieved of the extra duty assignment. Such actions could include:

- a. "trading" extra duty assignments with other teachers who may also be interested in a change;
- b. requesting reassignment to a vacant teaching area in the school not associated with the extra duty assignment; or
- c. filing a voluntary request with the Personnel Services Office for transfer to another school.

12.9.3.4 Such requests for transfer will be considered in keeping with the sections governing transfers in Article 8 of this contract.

12.9.3.5 If none of these options are available to the teacher, or if the teacher is unwilling to pursue them, the principal may continue to hold the teacher responsible for the extra duty assignment during the ensuing school year, in which case the request for withdrawal will remain in effect unless withdrawn by the teacher.

12.9.3.6 A teacher losing his/her classes related to his/her extra duty assignment shall have the option of withdrawing from that assignment.

12.9.3.7 It is understood by the parties that teachers not already involved in non-athletic coaching assignments shall not be required to assume any such assignments.

- 12.9.3.8 A teacher assuming classes that have a related activity is obligated to assume responsibility for that related activity.
- 12.9.4 The CIF required coaching days prior to the first day of school shall be compensated for and included in the extra duty stipend.
- 12.9.5 The secondary principals acting in committee, as a whole, will establish District-wide minimum requirements for activities not covered by league rules.
- 12.9.6 The parties agree that transportation for athletics and other school activities covered by present District policy shall be considered a budget priority.
- 12.9.7 Regular contract teachers who also are assigned extra duty coaching assignments will receive equal treatment and the same protection granted to all members of the bargaining unit which derive from the current Agreement between the parties.
- 12.9.8 It is further understood by the parties that a joint Board/Association committee (five [5] members to be selected by each party) will be appointed no later than thirty (30) days following the effective date of this Article, to conduct an annual review of the extra pay for extra duty schedule. The tasks of the committee shall be to review existing positions for proper categorical placement on the schedule and to consider addition or deletion of any position. The findings of the

12.13 Timely Payment

In addition to staff regular monthly paychecks, the District agrees to make timely payment for additional work performed by employees. Staff who perform work and submit documentation of said performed work will be paid within thirty (30) days of documentation submission. If the District is unable to make payment within thirty (30) days of submission, the employee will be entitled to interest calculated at a rate of seven percent (7%) per annum, beginning on the thirty-first day of documentation submission until such time that actual payment is received.

[Delete Remainder of Article 12 current 12.13, 12.14, 12.15, 12.16-- because those sections are obsolete.] [OK]