

ARTICLE XIV

SALARIES

1.0 Salaries:

(Note: sections deleted below have been deleted because they have already been implemented and are reflected in the existing salary schedules upon which the Union's proposal improves).

1. Effective July 1, 2025: Implement restructured salary schedules (see accompanying salary schedules) which include the changes described below.

Upon implementation, no employee will receive less than a 5% salary increase as described below.

2. Effective July 1, 2026: 3% Across the Board Salary Increase to all employees and salary schedules.

Salary Schedule Restructuring to be implemented July 1, 2025:

1. Preparation Salary (T) TABLE

- a) Raise starting salary by 12.6222% to:

· C Basis: \$77,669.90

· B Basis: \$84,143.42

· A Basis: \$99,418.37

- b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

- c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) Add secondary school Career Technical Education teachers to the T table with column placement based on their years of service and credit for documented courses eligible for salary points.

f) To implement the 5% minimum increases:

1) Anyone currently at Pay Scale Column (Level) 11 and Pay Scale Row (Group) 27 will move to Pay Scale Level (Column) 12 and Pay Scale Group (Row) 25 (on the new table) upon implementation.

2) Anyone currently at Pay Scale Level (Column) 10 and Pay Scale Group (Row) 27 will move to Pay Scale Level (Column) 11 and Pay Scale Group (Row) 25 (on the new table) which is an increase of 4.26%. In order to receive the minimum 5% they will receive an additional increase in order to at a rate corresponding with a C basis annual salary of \$115,181.85 (the equivalent to a 5% raise over their current placement). Upon their next column movement they will move back onto the scale at Pay Scale Level (Column 12).

2. SE TABLE: Special Education Teachers and Other Special Education Certificated Employees

a) Raise starting salary by 12.6222% to:

· C Basis: \$ 80,901.03

· B Basis: \$ 87,642.60

· A Basis: \$ 103,505.40

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) To implement the 5% minimum increases anyone currently at Pay Scale level (Column) 10 and Pay Scale Group (Row) 27 will be

moved to Pay Scale Level (Column) 11 and Pay Scale Group (Row) 25 (on the new table) upon implementation.

3. L TABLE (Alternative Certification):

a) Maintain the table's existing relationship of 87.18% of the proposed T – Table

· C Basis: \$ 67,715.22

· B Basis: \$ 73,358.72

· A Basis: \$ 86,676.30

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

c) Change increases between rows (salary points) to 1.5%.

d) Eliminate the last two rows (26 and 27) so that the number of salary points needed to advance to column 11 is 70 instead of 98. Maintain the 14-point increments to move down the rows. Upon implementation, redistribute educators in column 10 rows 25, 26 across columns 11 – 30 based on their years of service.

e) To implement the 5% minimum increases everyone in Pay Scale Group (Row) 27 (including longevity steps) and all Pay Scale Levels, Pay Scale Group (Row) 26 and Pay Scale Levels (Columns) 3-13, Pay Scale Group (Row) 25 and Pay Scale Levels (Columns) 6-11 will advance one Pay Scale Level upon implementation. After that lateral movement, anyone whose salary is still less than 5% above their current pay will be paid a salary equivalent to a 5% raise over their current pay. Additionally, educators in Pay Scale Level (Column) 10 and Pay Scale Group (Row) 24 as well as Pay Scale Level (Column) 30 and above (who cannot move over laterally) will be paid at a level 5% above their current salary.

f) The parties will meet over the course of the contract to discuss appropriate adjustments to the L Table.

4. N TABLE: School Nurses

a) Raise starting salary by 12.6222% to:

· C Basis: \$ 111,432.91

· B Basis: \$ 120,718.61

b) Change increases between each of the columns (years of service) to the following:

· Columns 1-10: 3.25%

· Columns 10- 15: 2.5%

· Longevity Steps 20, 25, 30: 1%

5. D TABLE: Special Services

a) Raise starting salaries in all rows by 12.6222%

b) Change the increases between each of the columns (years of service) to the following:

· Columns 1-5: 5.5%

· Columns C1 – C4: 2%

6. C TABLE: Early Education

a) Raise starting salary to 68.81% of proposed T Table (current relationship) to:

· C Basis: \$ 53,442.61

· A Basis: \$ 68,375.19

· E Basis: \$ 61,301.39

b) Change the increases between each of the columns to 4%

c) Change the increases between the rows to 5%

d) Make those with BA eligible for the longevity step at year 20

e) Extend columns to 10 in all rows. Upon implementation, redistribute educators in column 5 across columns 6 to 10 based on their years of service. Redistribute those with 20 years or more of service who have a BA to the 20 year column

7. NP TABLE: Nurse Practitioners

a) Raise starting salary 12.6222% to \$ 134,305.35

- b) Change increases between each of the columns to:
 - Columns 1-5: 5% (from current average of 4.56%)
 - Columns C1 - C4: 1.5%, (from current average of 1.3%)

8. THR Hourly Rates: Adult Education Teachers

- a) Raise starting hourly rate (OA) by 12.6222% to \$65.79
- b) Change increases between each of the columns to uniform 5% based on average of current scale.
- c) Change criteria or advancing cross the columns so that an employee advances to the next column after one year of at least 734 hours and 30 hours of staff development for all columns.

9. Substitute Rates: Increase the daily rate and all incentive rates, including but not limited to the Resident Program, Incentive Plan, Extended Substitute by 12.6222%

Notes:

1. The Union's proposal detailed above is based on salary schedule and bargaining unit data provided by the District. The union reserves the right to modify its proposal should additional information from the District change the impact of the union's proposal above.
2. The dollar amounts listed in the union's proposals of A Basis, B Basis, and C Basis above are provided in order to clarify the union's proposal. However, the union's proposal applies to all bargaining unit members on those tables, including those who may be on a basis other than A, B and C. Should there be Bargaining Unit members not covered under the tables and rates listed above the union proposes to increase the salary of those employees and the applicable scales by 12.6222%.
3. No bargaining unit members shall receive a salary reduction under this proposal.
4. All Bargaining unit members shall receive an minimum increase of 5% effective July 1, 2025 and a minimum increase of 3% effective July 1, 2026.
5. Corresponding edits will be made in Article XIV Salaries.

Stipends and Differentials:

Effective July 1, 2025: Increases all stipends, differentials and the training rate by the percentage increase to the first cell of the T-Table (12.6222%) and by all future across the board increases, including the July 1, 2026 across the board increase of 3%).

Additionally, the stipends below will be added or amended as follows:

Activity assignment in visual and performing arts: Increase the existing stipend to equal that of the Athletic Coach stipend schedule

Arts Assistants: Increase existing stipend to equal that of the Athletic Coach stipend schedule

Out of Classroom 8 our onsite positions (voluntary): See Article IX Hours, Duties and Work Year proposal section 3.5 b on the voluntary acceptance of an 8 hour onsite obligation and corresponding stipend. Increase the stipend to \$5,000.

National Board Certification Differential: Extend eligibility to include non-roster carrying staff

Homeless Liaison: Create new stipend for staff who take on the Homeless Liaison role in schools with houseless populations of 3% or greater at \$1800 a year

Inclusion Lead Teacher: New stipend to be created at \$1800 a year

See Article XI-B Master Plan for details related to the addition of the following stipends:

1. Health and Human Service and Out of Classroom Staff who deliver services in the student's primary language
2. Staff whose who hold a BCC/BCLAD or District equivalent and whose class make-up is at least one-quarter Newcomers and/or Emerging, Expanding, or Bridging Bilingual students in an English immersion program for at least one-half of the teacher's instructional day.
3. If an employee excepts duties that would qualify for multiple stipends they will receive payment for each of those stipends

The Early Education Head Teacher will no longer be required to split the stipend. In cases where two staff members have accepted the Head Teacher responsibility, both will be compensated.

Auditory Verbal Therapist Certificated Staff: New Stipend of \$1800 for AVT Staff that provides the service of Auditory-Verbal therapy for deaf and hard of hearing students.

Lead Nurse Differential: A Lead Nurse Differential of \$1500 per semester, \$3000 per year, shall be paid to a school nurse who has successfully completed a lead nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse.

Impact on School Site Budgets: School site budgets will be increased by amounts equivalent to the percentage increase in the cost of positions that result from any across the board salary increase. For the purpose of determining this amount as relates to the implementation of the July 1, 2025 wage scale, school site budgets will be increased by the same percentage as the percentage increase in payroll costs that results from the implementation of the wage scales.

~~A. 2022-2023~~

~~1. Salary Increase:~~

- ~~a. Effective July 1, 2022, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~b. Effective January 1, 2023, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~

~~2. Nurse and Nurse Practitioner Market Equity Increase~~

~~a. Effective January 1, 2023:~~

- ~~i. All bargaining unit members in the position of School Nurse shall be moved to the newly developed UN Salary Table which will be created by taking line 27 of the C Basis, T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied~~
- ~~ii. All bargaining unit members in the position of Nurse Practitioner shall be moved to the newly developed NP Salary Table which will be created by taking line 34 of the C basis, D table salary T table and adding \$20,000 to each step/column prior to the raise in Section A(1)(b) being applied.~~

~~b. Effective July 1, 2023:~~

- ~~i. The onsite obligation of School Nurses shall be increased to seven (7) hours per day.~~
- ~~ii. The onsite obligation of Nurse Practitioners shall remain eight (8) hours per day.~~

~~3. Special Education Teachers Market Equity Increase~~

~~a. Effective June 1, 2023,~~

- ~~b. UTLA bargaining unit members working in Special Education shall be moved to the newly developed SE Salary Table.~~

- ~~c. The SE salary table will take the T table rates and add \$2,500 to the pay scale levels and groups for C basis after the wage increases in Sections A(1)(a) and A(1)(b) are applied.~~
- ~~4. Early Education Teachers Market Equity Increase~~
 - ~~a. Effective June 1, 2023,~~
 - ~~b. UTLA bargaining unit members working in Early Education shall have their annual salary increased on the A basis, G Table by \$1,500 after the wage increases in Sections A(1)(a) and A(1)(b) are applied.~~
 - ~~c. The increase applied to the A basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.~~
- ~~5. Market Equity Increase for Employees Assigned to the D Table~~
 - ~~a. Effective June 1, 2023,~~
 - ~~b. UTLA bargaining unit members assigned to the C Basis, D Table (with the exception of Nurse Practitioners moving to the NP Table) shall have their annual salary increased by \$3,000 after the raises in Sections A(1)(a) and A(1)(b) are applied.~~
 - ~~c. The increase applied to the C basis pay scale levels and groups, and the new hourly rate shall then be used to calculate the increased rates for all other bases.~~
- 6. Masters and Doctorate Differentials: Effective July 1, 2023, Adult Education and CTE bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E. Effective July 1, 2024, Early Education Center bargaining unit members shall be eligible for Masters and Doctorate degree differentials referenced in Appendix E.

~~B. 2023 – 2024~~

~~1. Salary Increase:~~

- ~~a. Effective July 1, 2023, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~b. Effective January 1, 2024, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- ~~c. Adult Education and CTE bargaining unit members shall be eligible for Masters and Doctoral degree differentials effective July 1, 2023.~~

C. ~~2024 - 2025~~

1. ~~Salary Increase:~~

- a. ~~Effective July 1, 2024, all UTLA bargaining unit members shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- b. ~~Effective January 1, 2025, all UTLA bargaining unit members shall receive a 4% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.~~
- c. ~~Early Education bargaining unit members shall be eligible for Masters and Doctoral degree differentials effective July 1, 2024.~~

D. All of the April 26, 2005 changes in Articles XIV and XV are to become effective only for future salary point credit and rating-in determinations, and were made possible only by amendments to the applicable Education Code and Government Code sections so that none need be made on a retroactive basis and no past determinations need be disturbed nor will be disturbed, either positively or negatively. Application of the new rules will be limited to coursework/activities completed on or after April 26, 2005. Determinations made by the Joint Salary Point Credit Committee shall similarly be applied prospectively.

1.1 Full-Time Basic Assignments: For compensation purposes only, full-time basic assignments shall be the number of hours per working day as shown below or the pay period equivalent thereof. Such basic assignment hours are not to affect or reduce the actual hours of service and duties as required under Article IX. Each employee with less than a full-time assignment shall receive the same fraction of full salary for the position which the fraction of assignment bears to full-time assignment except as provided for certain part-time summer school employees.

Adapted Physical Education, Teacher, K-12 (6)	Instructor, Driver Safety (8)
Adult Teacher, Academic Instruction (6)	Instructor, JROTC (6)
Adult Teacher, ESL (6)	Library Media Teacher (6)
Adult Teacher, Hourly Rate (6)	Nonclassroom Assignment, Preparation Table (6)
Adult Teacher, Monthly Rate (6)	Nonschool Assignment, Preparation Table (8)
Adult Teacher, Public or Private Contract (6)	Orientation & Mobility Instructor (8)
Adult Teacher, Staff Development (4)	Program Adviser, City of Angels School (8)
Adult Teacher, Temporary Classes (4)	
Adult Teacher--Adviser (6)	Psychiatric Social Worker (8)
Adult Teacher--Counselor (6)	Psychologist, Clinical (8)
Adviser, Categorical Program (6)	Regional Occupational Contract Teacher (6)
Adviser, Work Study (8)	School Audiometrist (6)
Adviser, Work Experience Education (8)	School Nurse (7)
Alternate Preparation Table Assignment (6)	School Optometrist (6)
Career Adviser (6)	School Occupational Therapist (8)

Categorical Limited Contract Teacher (6)	School Physical Therapist (8)
Early Education Center Teacher (8)	School Psychologist (8)
Coordinating Adviser, Social Services Collaborative (8)	Secondary School Counselor (6)
Coordinating Field Librarian (8)	Secondary Teacher (6)
Coordinating Librarian (8)	Senior Educational Audiologist (8)
Coordinating Officer, JROTC (8)	Senior Instructor, JROTC (6)
Coordinating Pupil Services and Attendance Counselor (8)	Senior School Psychologist (8)
Coordinating School Audiometrist (8)	Special Education Teacher (6)
Coordinating Training Teacher (8)	Special Education Teacher-Off Norm (6)
	Teacher, Grades 7-9 (6)
	Temporary Adviser, Early Education Center
Counselor, Adult Vocational (8)	Salary Table (8)
Counselor Pupil Services and Attendance (8)	Temporary Adviser, Special Services Salary Table (8)
Counselor, Student Discipline Proceedings (8)	Temporary Resource Teacher (8)
Counselor, Young Adult (8)	Temporary Resource Teacher, Hourly (4)
Development Center Teacher (6)	Elementary Teacher (6)
Educational Audiologist (8)	
Elementary School Counselor (6)	

1.2 Retirement Bonus: In order to encourage employees to remain in the District, employees who were employed by the District for 1992-93, and then retire from the District (on an STRS-eligible basis) commencing July 1, 1994 or thereafter, shall receive a lump sum bonus at the time of retirement to partially compensate for employee contributions to the District by loss of compensation during the fiscal crisis faced by the District. Upon retirement, an employee will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4. Employees otherwise qualifying for this bonus shall not be disqualified by virtue of the fact that they were on an approved leave of absence at the time of STRS retirement.

1.3 The provisions of this Article (XIV) and Article XV have been reformed pursuant to the terms of the 1997-98 Blitzer/DePace and Summe Class Action Salary Settlement Agreement. Eligible employees will be re-rated effective July 1, 1997 or date of hire, whichever is later.

2.0 Allocation of Employees Carried Over From the Preceding School Year: If a step advancement, reallocation, reclassification, promotion

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and/or demotion become effective at the same time, salary adjustments for the employees affected shall be made according to the following priority:

- a. Allow any earned step advancement and any earned schedule advancement.
- b. Allow for increase or decrease due to reallocations or reclassification.
- c. Allow for increase or decrease due to promotion or demotion.

3.0 Minimum Requirements for the Preparation Salary (T and L)

Tables: The ways in which minimum requirements shall be met for the Preparation Salary (T and L) Tables are a bachelor's degree conferred upon completion of a standard four-year college course, or possession of a Special Secondary Limited Industrial Arts Credential, Special Secondary Vocational Class A Credential, or any Designated Subjects Teaching Credential with Specialization in Vocational Trade and Technical teaching.

3.1 The minimum requirements for the Early Education Center and Development Center Salary Tables shall be 60 semester units or equivalent quarter units credit from an accredited college or university.

4.0 Allocation to Early Education Center and Development Center

Salary Tables: New Early Education Center Teachers and Development Center Teachers, other than temporaries and day-to-day substitutes, who possess 14 or more points as defined in Article XV, Section 2.0, shall be allocated to Step 1, Schedules 16 and 12, respectively. Such teachers who possess a bachelor's degree shall be allocated to Step 1, Schedules 18 and 14, respectively. New Early Education Center teachers possessing a regular California elementary or early childhood teaching credential shall be allocated to Step 1, Schedule 19. All other new teachers shall be allocated to Step 1, Schedules 15 and 11, respectively. Teachers serving in development centers who hold a valid restricted severely handicapped credential shall be allocated to Schedule 15 of the Development Center Salary Table. Teachers serving in development centers who hold valid credentials authorizing the teaching of severely handicapped (other than restricted) shall be classified as regular special education teachers and compensated accordingly. Day-to-day substitute Early Education Center teachers and day-to-day substitute Development Center teachers shall be limited to Schedules 15 and 11, respectively, and shall be paid not more than the amount specified in Article XIX.

5.0 Allocation to Preparation Salary (T) Table - - Rating-in of

Employees Serving Under Regular Credentials: Employees serving under regular credentials who are assigned to positions paid on the Preparation Salary (T) Table shall be allocated to the table as follows. Schedule placement shall be in accordance with point totals set out in Section 17.0 of this Article. The step

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placement shall be determined from the following table up to a maximum of Step 10.

<u>Years of Acceptable Experience</u>	<u>Step</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 (or more)	10 (maximum placement)

5.1 This section does not apply to employees serving under alternative Certification, Early Education Center teachers, Development Center teachers, or Categorical Limited Contract teachers.

7.0 Allocation to and Within the Preparation, Early Education Center, and Development Center Salary Tables: New, current, or former employees who are elected to a classification paid on the Preparation, Early Education Center, or Development Center Salary Table or whose classification or status on such tables is changed shall be allocated as follows:

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FROM	TO Provisional Pre-Intern or Waiver**		TO Probationary, Temporary, District Intern,** Individualized Intern or University Intern**		TO Permanent	
	<u>Step</u> Rate-in	<u>Schedule</u> Rate-in	<u>Step</u> Rate-in	<u>Schedule</u> Rate-in	<u>Step</u> --	<u>Schedule</u> --
1. New employees and former employees (except as provided in 3 below) who return after more than 39 months						
2. Former extended day-to-day substitute, University Intern, District Intern, Individualized Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return within 39 months	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in	Restore or Rate-in
3. Former extended day-to-day substitute, University Intern, Individualized Intern, District Intern, temporary contract, provisional, pre-intern waiver, probationary or permanent employees who return after 39 months effective 7-1-85 or thereafter may be restored or rate-in (See Section 15.2)	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in	Restore* or Rate-in
4. Current day-to day substitutes formerly assigned to a schedule without a break in service are reassigned after 39 months	Rate-in	Rate-in	Rate-in	Rate-in	--	--
5. Current provisional employees	Retain	Retain	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
6. Current temporary contract, probationary, or permanent employees	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in	Retain or Rate-in
7. Current probationary or permanent hourly rate schedule employees	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in
8. Current employees on Schedules 11 through 19 of the and DC Tables going to a class on Schedules 20 through 27 of the Prep. Table	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in	Retain or Rate-in	Rate-in

*Career increment is not restored

**Teachers in District Intern, University Intern, Individualized Intern, Provisional, Pre-Intern and Waiver status will be paid on the Teacher Preparation (L) Salary Table.

7.1 When an employee is both a current and former employee, the allocation will be used that is to the employee's advantage.

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7.2 Return to permanent status is limited to former permanent employees.

7.3 The former step for a former employee shall include earned step advancement not granted.

7.4 An employee transferred to the Preparation, Early Education Center or Development Center Salary Table under the terms of Section 10.0 shall be allocated in accordance with the provisions of such Section, or in accordance with the above provisions, whichever is to the employee's advantage.

7.5 No allocation shall be to a higher rate than that provided by the maximum step and schedule number, plus appropriate differentials, for the classification to which the employee is assigned.

8.0 Allocation to Preparation (L) Salary Table - - Rating in of Employees Serving Under Alternative Certification: Employees serving under alternative certification (provisional, pre-interns, university interns and district interns, etc.) shall be allocated to the Preparation Salary (L) Table as follows:

a. Except as provided in Section c below, the maximum rating-in schedule placement shall be Schedule 22. The step placement shall be determined from the following Table:

<u>Years of Experience</u>	<u>Step</u>
0	1
1	1
2 or more	2

b. Minimum requirements are the same as for probationary employees paid on the Preparation Salary (T) Table. Credit for the types of approved experiences shall be allowed on the same basis as for new probationary employees.

c. Employees serving in District Intern or University Intern Status, Special Education teachers on a provisional contract with a Master's degree in Special Education, and Special Education teachers serving on an emergency permit who hold out-of-state training and state certification who have passed the CBEST, will be paid on the Teacher Preparation (L) Salary Table but may rate-in as indicated in Section 5.0 above.

8.1 The provisions concerning the filing of rating-in papers shall be the same as for probationary employees.

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8.2 This Section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

9.0 Salary Rates for Employees on Leave to Substitute: In the case of employees with probationary or permanent status who serve in substitute status in another class, the employee's salary shall be determined as follows:

a. When an employee serves as a substitute in a class having a higher maximum salary rate than that of the class to which regularly assigned, the employee shall receive the salary in the higher class which is next above the salary rate to which entitled in the regular class; and

b. The salary rate described in a. above shall be paid during any period in which the employee substitutes for five or more consecutive working days. When the substitute service is for less than five consecutive working days, the employee's normal salary shall be paid.

c. When an employee serves as a substitute in a class having a lower maximum rate, the salary shall be as provided in Article XIX.

10.0 Transfer to the Preparation, Early Education Center, or Development Center Salary Table: In case of a reduction-in-force as a result of which an employee is reduced to a class paid on the Preparation, Early Education Center or Development Center Salary Table, other than upon return from substitute or temporary service in the higher class, the employee's salary shall be determined as follows:

a. Place such employee on the step of the applicable minimum schedule of the Preparation, Early Education Center or Development Center Salary Table at the same rate, if it appears on the Table; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum of such numbered schedule.

b. Allow such employee point credit for approved preparation and allocate to the appropriate schedule of the Preparation, Early Education Center or Development Center Salary Table on the numbered step determined in accordance with "a" above. If the pay period rate is lower than the employee's former rate, the employee shall be placed on a higher schedule at the same rate if it appears on any numbered schedule; or if the rate does not appear, the nearest rate above; or if a higher rate does not appear, the maximum schedule.

c. Allocation as determined herein shall not act so as to place an employee, who is returning to the Table within the same school year, to

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a higher rate than the employee could have obtained had the employee remained on the Preparation, Early Education Center or Development Center Salary Table.

d. Schedule placement will be based on information on file in the Human Resources Division at the time of the election. Higher schedule placement will be retroactive provided the additional material is on file within four calendar months after the effective date of the election. A current or former probationary or permanent employee returning within 39 months from the last day or which salary was received, who is being assigned (under other than a reduction-in-force) to a class paid on the Preparation, Early Education Center or Development Center Salary Table from a class paid on another pay period rate salary schedule, shall be placed either on the step and schedule the employee would have been entitled to had the employee been paid on the Preparation, Early Education Center or Development Center Salary Table for all service on the other salary schedule, or under Section 7.0, whichever is to the employee's advantage.

11.0 Allocation to an hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule.

12.0 Step Placement for Junior Reserve Officer Training Corps Employees: If the combined military retirement pay plus the District salary of a JROTC program employee is less than the active duty pay and allowances which such employee would receive if ordered to active duty for the same span of time as the annual District assignment, the employee shall be allocated to the step of the appropriate schedule for the class to which assigned which will provide an amount equal to or next above the minimum required amount. If the maximum step of the appropriate schedule does not provide the necessary minimum annual salary, the employee shall be paid at a flat pay period rate equal to a rate on a higher schedule number of the Special Services Salary Table that will provide an amount equal to or next above the minimum required amount. This allocation shall be adjusted upward or downward, as appropriate, based on changes in District salary rates, armed forces active duty salary rates, or the employee's armed forces retirement pay, but shall not be less than the step of the appropriate schedule to which the employee would be allocated through normal step advancement.

12.1 Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with Section 16.0 of this Article.

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13.0 Rating-in for Approved Training and Experience: Rating-in for approved training and experience for employees paid on the Preparation, Early Education Center, or Development Center Salary Tables shall be authorized in accordance with the following provisions:

a. New employees in a position on the Preparation, Early Education Center, or Development Center Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.

b. Rating-in above the original placement shall be permitted only in accordance with the following conditions:

- (1) A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.
- (2) The date that the rating-in claim is filed is the date that it is received in the Salary Allocation Unit or, if sent by United States mail addressed to the Human Resources Division, the date of the postmark. The effective date of an advanced step and/or schedule placement and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:

Date of Filing

Within four calendar months
from effective date of election

After above four-month period

Effective Date

Effective date of election

Beginning of following pay period

c. If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.

d. If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file in the Salary Allocation Unit.

e. A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework and/or experience acquired prior to initial employment; however, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree

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differential on the basis of a properly filed supplemental claim shall be retroactive to the effective date of election if the claim is filed within four calendar months of such date. If the supplemental claim is filed after four calendar months from the election date, the allocation shall become effective at the beginning of the employee's next pay period following the filing date.

f. Previous training and experience is defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

14.0 Approved Experience: New contract employees assigned to positions paid on the Preparation Salary (T and L) Tables shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more. Credit may be granted for District experience, including substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

a. Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.

b. Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.

c. Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:

(1) All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;

(2) Additionally, pre-school or other early childhood education experience must have been in state accredited, state or federal approved, or Early Education Center permit programs; and

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- (3) Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d. Vocational experience related to the field to which a teacher is assigned with a teaching credential that has as a requirement the completion of trade experience consonant with the subject named on the credential. The experience must have occurred after completion of an approved four-year learning period. Such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate level preparation, or a combination thereof. College units, which are consistent with the subject trade named on the credential, shall be allowed for the learning period on the basis of 30 semester hours coursework equivalent to 50 weeks of trade experience. Fifteen semester hours shall be equivalent to 25 weeks of trade experience. Amounts of less than 15 semester hours are not allowable. The maximum number of units equated as trade experience shall not exceed 60 semester hours. Credentials applicable under this paragraph which have as a prerequisite trade experience are:

Special Secondary Vocational Class A Credential in Trade and Public Service Education

Special Secondary Vocational Class B Credential in Trade and Technical Subjects Related to Trade and Industrial Occupations

Special Secondary Limited Credential in Industrial Arts Education

Designated Subjects Teaching Credentials with Specialization in Vocational Trade and Technical Teaching

Designated Subjects Teaching Credential in Industrial Arts and Occupational Subjects

e. Professional non-teaching experience in a shortage field, which the District reasonably deems to be the equivalent in value to acceptable teaching experience (e.g., new mathematics teacher previously employed as mathematician). To receive such credit, the applicant must have a degree in the shortage field and be contracted as a probationary employee in the designated shortage field. For purposes of this section, this may include District Interns contracted in subject fields limited to math, science, English, and special education.

f. Professional librarian experience in an approved public or private library. Credit for librarian experience in approved private libraries may not exceed five years.

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g. Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

h. Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency.

i. Experience as a professional Psychologist in an approved public or private agency.

j. Experience as a Social Worker in an approved public or private agency.

k. To receive credit under sections a, b, d, e, f, g, h, i, and j, experience must have occurred after possession of an earned bachelor's degree.

l. To receive credit, previous experience must have occurred during the twenty-three years immediately preceding the election for which rating-in is provided.

m. A year of experience shall be defined as paid service for at least 130 days during a school year for school experience or 170 days during a calendar year for other experience, with the following exceptions:

- (1) Qualifying school experience will be combined from any two school years within a period of three consecutive school years for initial placement on the Preparation Salary (T and L) Tables pursuant to the requirements set forth in Section 16.0 a (2) of this Article.
- (2) A year of vocational experience used for either the learning period or step placement, as set forth in paragraph "d" of this section, shall be cumulative over one or more calendar years and shall consist of 250 days.
- (3) (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

This section does not apply to the rating-in of Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on

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the Preparation Salary (L) Table. (See Sections 4.0 and 7.0 of this Article and Appendix E, Section 3.b)

15.0 Return to Service - Salary Restoration: A former employee who re-enters service within a 39-month period from the last date of paid service on the same or equivalent salary table shall have restoration as provided in Section 7.0. Status and tenure rights (if any) are determined by the employee's assignment and credential and by applicable law. The original seniority date is not restored.

15.1 A former employee who re-enters service in a higher class within a 39- month period from the last date of paid service shall be restored to the appropriate rate for the former schedule in accordance with the above procedures. Such employee shall then be allocated for the new higher class in accordance with provisions for assignment to a higher class.

15.2 A former employee who re-enters service after a 39-month period from the last date of paid service on the same or equivalent salary schedule shall be rated-in in accordance with Section 7.0 of this Article; a former employee who returns after a 39-month period effective 7-1-85 or thereafter may, in the discretion of the District, rate-in or have step and schedule restored, but shall not be eligible to have the career increment restored. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

16.0 Step Advancement: An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

a. Pay Period Rate Schedule. The employee must have been paid for service or for leave on the employee's current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year. In addition, qualifying experience will be aggregated upon request by the employee to the Salary Allocation Office, as specified below. (Effective April 26, 2005) Qualifying experience involving prior service shall be limited to assignments of one semester or more.

- (1) Qualifying substitute and contract experience which occurred within a single school year will be aggregated in determining whether the employee has the equivalent of 130 full-time days of qualifying experience required for step advancement on the Preparation Salary (T and L) Table.
- (2) Qualifying experience from any two school years within a period of three consecutive school years will be aggregated in determining whether an employee has the equivalent of 130 full-time days of experience required to obtain credit for a year of experience for initial placement or step advancement on the

Preparation Salary (T and L) Table. If experience is aggregated pursuant to this section, any surplus days of experience (i.e., hours in excess of the number needed for a two-year aggregate of 130 full-time days) may not be aggregated or carried over to apply for any further experience credit. Pre-employment experience cannot be combined with District experience for purposes of step advancement on the Preparation Salary Tables.

b. Adult Hourly Rate Schedule. The employee must have been paid on the Hourly Rate Schedule for 156 hours during the previous school year. Effective July 1, 2002, the employee must have been paid on the hourly rate schedule for 734 hours and completed the required professional development training, during the previous school year.

(1) Step Advancement for Teachers working less than 18 hours per week: Those teachers assigned less than 18 hours per week may complete the requirements in one school year or use the two (2) consecutive school year option. Under the two-school year option, the candidate for advancement in Year One must declare in Year One which two (2) consecutive school years are being used by April 15. (The candidate may not carry over hours from Year One if advancement is not accomplished in the declared two (2) consecutive school years.) The candidate must accrue 734 hours including hours paid as an adult education substitute and complete 30 hours of staff development, in two years.

(2) Staff Development Plan Completion Requirement for Step Advancement: Effective July 1, 2002, the employee must have been paid on the adult hourly rate schedule for 734 hours including hours paid as an adult education substitute. In addition, staff development documentation must be completed and submitted to the Adult Personnel Unit by June 16. Refer to the Staff Development Plan dated May 9, 2002.

c. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.

d. Time on exchange, position, member of legislative body, military, organization and paid leaves shall count as paid time in the class

from which on leave provided the employee furnishes the Controlling Division verification of time spent on such leaves.

e. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement when

the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of employment with the District and which qualifies under the worker's compensation laws of the State.

17.0 Schedule Placement or Advancement on the Preparation Salary (T and L) Tables (Schedule 20 through 27): In order to qualify for a schedule placement (except as provided in Section 8.0 of this Article) or advancement on the Preparation Salary (T and L) Tables, the employee must possess the requisite total number of points according to the following schedule:

Points in Excess of Minimum		Points in Excess of Minimum	
<u>Schedule</u>	<u>Requirements</u>	<u>Schedule</u>	<u>Requirements</u>
21	14	25	70
22	28	26	84
23	42	27	98
24	56		

The study on which the points are based must qualify under Article XV, Section 1.0. This provision does not apply to Early Education Center Teachers on the Early Education Center Salary Table, Development Center Teachers on the Development Center Salary Table, or Categorical Limited Contract Teachers on the Preparation Salary (L) Table.

18.0 Schedule Advancement - Early Education Center and Development Center Salary Tables: In order to qualify for a schedule advancement on their respective salary tables, Early Education Center Teachers and Development Center Teachers must meet requirements according to the following:

<u>Advancement to Schedule</u>		<u>Requirements</u>
<u>EE</u> 16	<u>DC</u> 12	14 points above minimum requirements
17	13	28 points above minimum requirements
18	14	bachelor's degree
	15	possession of a California restricted severely handicapped credential (applicable only to Development Center Teachers)
19	-	possession of a California elementary or early childhood teaching credential (applicable only to Early Education Center Teachers)

20.0 Schedule Advancement and Degree Differential: Schedule advancement will be granted provided the total point credit meets requirements for

schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures.

a. For employees whose base salaries are set by the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, previous rules limiting probationary employees to one schedule advancement every 52 weeks or once every 26 weeks for permanent employees are rescinded, and credit will be awarded as provided in Article XV with an effective date as determined in Section 20.1 below.

b. For employees whose base salaries are set by the Preparation Salary (L) Table, a maximum of one schedule advancement will be allowed for each 52-week period (e.g., from March to March of the following year), measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement.

c. For employees whose base salaries are set by the Early Education Center or Development Center Salary Tables, a maximum of one schedule advancement will be allowed for each 52-week period for non-permanent employees (e.g., from March to March of the following year) or each 26-week period for permanent employees, (e.g., from November to May) measured from the effective date of the employee's initial allocation, or last schedule advancement, or eligibility for advancement, except for allocation to Development Center Schedules 14 or 15, or Early Education Center Schedules 18 or 19.

d. Advancements may occur as set forth in this section provided the multicultural requirements of Section 22.0 are satisfied.

20.1 For employees paid on the Preparation Salary (T) Table, and employees included in Section 8.0c of this Article, the effective date of the schedule advance will be the beginning of the employee's first pay period which begins after (1) the required points were completed provided verification is received within four calendar months, or (2) the filing date of the point application, whichever is later.

20.2 For employees paid on the Preparation Salary (L) Table or the Early Education Center or Development Center Salary Tables, the effective date of the schedule advancement will be the beginning of the employee's first pay period which begins after: (1) the required points were completed provided verification is received within four calendar months, (2) the filing date of the point application, or (3) the ending date of the above required period on a schedule, whichever is later.

20.3 The date that a point application is filed is the date that it is received in the Salary Allocation Unit, or if sent by the United States mail addressed to the Human Resources Division, the date that it is post-marked.

20.4 The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree and Specialist Nurse differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be

satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.

21.0 Eligibility for Degree Differential: An employee on the Preparation, Early Education Center, Development Center, or Special Services Salary Table is eligible for a degree differential under the following conditions:

a. Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by the Superintendent, (not applicable to Special Services Salary Table employees) or

b. Possession of an earned degree of doctor of philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above, or

c. Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

(1) The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.

(2) The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified in paragraph "1" above; and

d. Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

22.0 Courses on Multicultural Understanding Required: To qualify for a schedule advancement on the Preparation, Early Education Center or Development Center Salary Table, the employee must have completed a minimum of two of the four required semester units or equivalent of study in Multicultural Understanding. The remaining two units must be completed prior to any subsequent schedule advancement. This requirement will not be applicable for salary schedule advancement after the completion of four semester units or the equivalent. Multicultural Understanding coursework must pertain to a minority group represented in the District student enrollment. The above units may also be used to meet the point total for schedule advancement.

23.0 Eligibility for Career Increments: An employee being paid on the maximum step of the Special Services Salary Table or the maximum step and

schedule of the Preparation Salary Table, Early Education Center Salary Table or Development Center Salary Table is eligible for a career increment as soon as the requirements set out below are met. Effective April 26, 2005, the “two-unit recency” requirement is eliminated, on a non-retroactive basis.

23.1 Preparation Salary Tables:

a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years while allocated to the maximum (steps 10 - 14) on Schedule 27 of the Preparation Salary Table, or a higher rate while not paid on the Preparation Salary Table, provided the employee has met the multicultural requirement of Section 22.0 above.

b. If the required courses on multicultural understanding are completed after the above five-year period, the effective date of the first career increment shall be determined under the contractual provisions governing the effective date of schedule advancement.

c. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

d. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

e. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

f. Service rendered previous to a break in service that was greater than 39 months shall not be considered.

23.2 Special Services Salary Table:

a. To be eligible for the first career increment, the employee must be serving under a credential requiring a baccalaureate degree;

b. The employee must have served for at least 14 school years during which step advance requirements were met. Years of service outside the District which are creditable for rating-in step placement purposes (maximum of five) shall count toward the 14-year requirement;

c. The employee must have served five school years on the top rate of either a Special Services Salary Table Schedule or the top rate of the Preparation Salary Table (or a combination of both) and during each of the five years must have been paid for the number of hours required for step advance. The five years need not be consecutive;

d. Effective April 26, 2005, the “two-unit recency” requirement is eliminated, on a non-retroactive basis.

e. The employee must have completed two staff development credits meeting the multicultural requirement as described in Section 22.0

f. The employee is subject to the requirements of Section 23.1 above.

g. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.

h. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.

i. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

23.3 Early Education Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Early Education Center Salary Table, or a higher rate while not paid on the Early Education Center Salary Table. (See Appendix E, Section 2.1)

b. The employee is subject to all the requirements of Section 23.1 above.

23.4 Development Center Salary Table:

a. To be eligible for a career increment the employee must have met step advancement requirements for five years while allocated to the maximum step and schedule of the Development Center Salary Table, or a higher rate while not paid on the Development Center Salary Table.

b. The employee is subject to all of the requirements of Section 23.1 above.

24.0 Salary Differentials: A salary differential may be paid in addition to the employee's regular salary because of (a) an additional earned degree, (b) prolonged years of service, (c) extra assignments involving additional duties, (d) specialist nurse duties and lead nurse duties, (e) additional responsibility, (f) work location, or (g) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis, but payment will be made in a lump-sum following the end of a season or semester, or as an additive following the end of a regular pay period,

as determined by the District. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential.

a. Degree Differentials. A degree differential is granted to an employee paid on the Preparation, Early Education Center or Development Center Salary Table because of the holding of a master's or doctor's degree (for Special Services Salary Table employees doctor's degree only). Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

b. Career Increment Differential. A career increment differential is granted to employees on the Preparation Salary Table, Early Education Center Salary Table, Development Center Salary Table, and Special Services Salary Table because of longevity of service. The differential is part of the employee's pay period salary rate and is included in computing retirement, and in determining salary upon promotion.

c. Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled workday. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion. The number and type of assignment differentials allocated to each location shall be determined by the District. Assignments differentials may be paid for the following functions:

- (1) Activity Assignment. An activity assignment differential may be assigned each semester or season by the principal to an employee for service in the areas of choral music, drama, drill team, instrumental music, journalism, speech, statecraft, student activities, yearbook, and other recognized or experimental school programs approved by the Superintendent;
- (2) Athletics Differential. An athletics differential may be assigned each season by a senior high school principal to an employee for service as an interscholastic athletic coach; and
- 3) Coordinating Differential. A coordinating differential may be assigned each semester by the principal or the Interscholastic Athletics Office to an employee for school coordinating service in interscholastic athletics or league coordinating service in interscholastic

athletics. Such differentials may also be assigned by the principal for coordinators in the areas of audiovisual, counseling, early childhood, ESL, gifted, health, library/media, reading, special education, student government, subject field or grade level leadership (department or grade level chairpersons), work experience, or with the approval of the Local District Superintendent, other activities related to the operation of the school.

- 4) Early Education Center Head Teacher Differential. A differential of \$1600 (current) will be assigned for each Head Teacher at an EEC Site. This differential may not be split among educators, each Head Teacher who performs the duties of the lead teacher is eligible to receive the full differential.

The District bulletin regarding Supplemental Pay Guidelines, Interscholastic Athletics, and Coordinatorships, in its then-current form, will be posted at each school site during the time such assignments are being determined.

d. Specialist Nurse Differential. A Specialist Nurse Differential shall be paid to a school nurse who has successfully completed a specialist nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

e. Lead Nurse Differential. A Lead Nurse Differential of \$1500 per semester, \$3000 per year, shall be paid to a school nurse who has successfully completed a lead nurse training program and who is assigned to a health appraisal team to perform designated duties that supplement the regular duties for a school nurse. Such assignments shall be made by the District Nursing Service Branch on a rotational basis (see Appendix E, Section 10.6).

i. Selection as a Lead Nurse does not assure appointment to an assignment or retention/renewal.

ii. Assignments are generally made on a year-to-year basis pursuant to Article IX-A, Section 10.0.

iii. Lead Nurses shall during their service continue to accrue seniority.

iv. Lead Nurses upon completion or termination of Lead Nurse service, shall have the right to return to their previous local district area effective immediately.

v. Employees who are served by Lead Nurses shall, on an annual basis, be provided with the opportunity to submit formal input into the evaluation of the effectiveness of the Lead Nurse program.

f.e. Responsibility Differential. A responsibility differential is granted to an employee on the Preparation Salary Table because of duties regularly assigned to the position which result in a higher level of responsibility. Such a differential is a part of the employee's regular pay period salary rate. Except for head summer school teachers the differential is included with the regular salary in computing retirement or determining

salary upon promotion. The classes which include responsibility differentials are Coordinating Training Teacher and Head Teacher, Elementary/Special Education Summer School.

f. Temporary Adviser Differential. An employee who is temporarily assigned to a Non-School Assignment, Preparation Table may be granted a Temporary Adviser Differential. Such a differential is in recognition of the assignment of different duties and the displacement of the employee from the normal workstation. The differential is not a part of the employee's regular pay period salary rate and does not count toward retirement, tenure, or salary upon promotion.

24.1 When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate including Degree and Career Increment Differentials, but excluding any other salary differential.

25.0 Auxiliary Teachers: An auxiliary teacher is a secondary school teacher or JROTC Instructor assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled tenthsly pay period rate. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.

26.0 Demonstration Teachers: Employees who are assigned as demonstration teachers for the purpose of providing observation by designated students in teacher-training institutions of the development of a teaching and learning situation setting forth a designated technique for a specific subject shall receive an assignment differential for such service. Compensation for service rendered as a demonstration teacher shall be paid after the close of the semester in which the service is rendered. The District shall establish the necessary administrative procedures for the processing of such demonstration teacher assignments and the review and checking of all timesheets incidental thereto.

27.0 Registration Advisers: Registration time may be allocated to schools by the District. The time allocated to schools may be converted to substitute days and hours of advisory time for appropriate employees:

a. Registration advisers shall be assigned by the immediate administrator and shall be limited, except schools in the Division of Adult and Occupational Education, to permanent or probationary staff members assigned to the schools who shall be directly involved with registration and programming;

b. Registration advisers shall be paid at their regular scheduled tenthsly pay period rate for the time actually served. They shall not be entitled to pay for holidays or other absence benefits; and

c. The period during which registration time may be utilized shall be determined by the District.

28.0 Replacement Teachers: Replacement service is service rendered by a teacher at a school in place of either a teacher or a library media teacher assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled tenthsly rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by the District. Replacement service shall be in accordance with the following provisions:

a. A replacement teacher must be assigned to the same school as the absent employee or to a pool location. The replacement service must be for class instruction or library media teacher service. Replacement service is also authorized for nurses in Special Education facilities where two separate operations share a common site and when a nurse is assigned to perform services at both locations in the absence of a regularly assigned nurse. The total number of hours in all pays period rate replacement assignments for any one employee shall not exceed twelve per pay period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

b. Replacement service representing less than .1 of a full hour of compensation will not be reported to the Payroll Section;

c. Replacement service accumulated on a pupil-hour basis will not be carried over from one school year to the following summer session or school year nor from a summer session to the following semester;

d. An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary, secondary special education, or adult education teacher shall receive one hour's pay for each class hour of teaching for an absent teacher;

e. The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's hourly rate derived from their regular scheduled tenthsly pay period rate. The rate of pay for replacement service for an absent hourly rate teacher shall be the replacement teacher's regular hourly rate.

29.0 Training Teacher: Employees who are assigned as training teachers for the purpose of the direct supervision and instruction of the classroom teaching of student candidates for teaching credentials shall receive an assignment differential for such service. For the purpose of this Section, a semester unit in elementary schools and junior and senior high schools equals one semester of

approximately 18 weeks of direct supervision and instruction per student candidate for 20 minutes per day, five days per week, or the equivalent of approximately 30 hours per semester. A semester unit in elementary schools, and junior and senior high schools during the summer session equals approximately six weeks of direct supervision and instruction per student candidate for sixty minutes per day.

29.1 In cases where the training teacher has more than one student teacher assigned at any one time, the amount received by the training teacher shall be increased proportionately. In no case shall the compensation paid for the service of training teachers exceed the established salary rate per semester unit.

29.2 For the purpose of pro-rating the salary to employees who render service as training teachers during a part of a semester or a part of an intersession, where one regular training teacher replaces another training teacher, the teacher having the longer assignment shall be paid. The payment of salary shall be pro-rated according to the following table:

<u>Number of Weeks of Service As a Training Teacher</u>	<u>Fractional Part of Training Teachers Salary to be Paid</u>
Nine or less per semester	one-half
More than nine per semester	one
Three or less per summer session	one-half
More than three per summer session	one

29.3 The District shall establish the necessary administrative procedures for the processing of such assignments and the review and checking of all timesheets incidental thereto.

30.0 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

30.1 Salary Overpayments: For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, the District will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

31.0 Payroll Errors - Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional

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adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

32.0 Payday: The Friday payday procedures shall be retained.

32.1 Annualized Pay: There shall be a restructuring of various payroll practices so that pay will, as soon as a major payroll re-programming is completed (at the earlier feasible January 1 or July 1) be annualized and paid in twelve (12) equal monthly installments (including supplemental and differential pay, as appropriate, minimizing retroactive and manual adjustment). This will simplify the system, making it more understandable to employees, and also reduce the volume of payroll office transactions. The parties will be continuing their review of specific pay practices to effectuate this restructuring agreement. The parties have also agreed to consolidate and simplify the differentials and stipend payment system and practices in order to ease payroll administrative costs.

33.0 Mileage: Mileage reimbursement shall be paid at the Internal Revenue Service established standard business rate for all miles driven in District Service, effective July 1, 2015

33.1 Student Interaction Program Camp Counselors: Such personnel shall receive an additional hour of pay at their regular hourly rate for each day they are assigned at the camp site for a 24-hour period, and if they serve the entire camp week at the camp site they shall receive five (5) hours even if the last day was not a full 24-hour day.

34.0 Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS): The District shall implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's 8% STRS contribution will continue to be deducted. Taxes are paid only on the reduced salary amount (e.g. gross salary less 8%). Taxes on the employee's 8% retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

35.0 Home School Teachers (Contract Employees)

Effective July 1, 2000, qualified Home School Teachers shall be offered a contract and assigned as follows:

a. Credit for tenure purposes shall be granted retroactive to July 1, 1998 or later, as applicable. While the seniority date will begin no earlier than July 1, 1998, employees will be given credit for previous certificated service for purposes of tie-breaking.

b. Home School Teachers shall accept a minimum of three and up to five students as assigned by the District consistent with Section 35.1 below. Home School Teachers will be rated in on the Preparation Salary Table and assigned on C basis with 182 workdays, 22 paid nonwork days for a total of 204 paid days (including illness days) with actual compensation for illness/absence days and for holidays will be based on the number of students scheduled for the day. Home School Teachers shall receive an illness hours credit projection based on working one-half time but shall earn illness hours credit proportionate to the actual hours assigned for the school year.

c. Home School Teachers who prefer to teach three students only will be allowed to express this preference at the beginning of each school year. The District will make a good faith effort to honor this request when making assignments.

d. Home School Teachers who refuse any additional students above the three student minimum will be assigned to positions in the regular K-12 program for which they are credentialed.

e. The District will make a reasonable effort to give a Home School Teacher who has requested to teach five students and has less than five students, the next available student within his/her selected assignment area.

35.1 Home School Assignments

a. For purposes of Home School assignments, the District will be divided into eleven local district assignment areas. Home School Teachers shall select at least one primary assignment and two or more adjacent assignment area(s). The Home School Teacher's initial assignment shall be

made in a requested primary geographic assignment area by seniority whenever reasonably possible and in a manner designed to minimize driving time. The District reserves the right to make assignments in the requested adjacent assigned area(s) when assignments within the primary areas are not open.

b. Whenever a Home School Teacher is assigned a student or students in a requested adjacent area, the Home School Teacher may request from the supervisor that those students be reassigned to another Home School Teacher who has indicated the same assignment area as a primary assignment area. Such reassignments will be made, however, only within the staffing loads identified above and then only when such a reassignment will not create disparate workloads between the receiving and sending Home School Teachers.

c. Whenever there are not enough students to maintain the minimum three-student assignment in the primary or selected adjacent areas, a special temporary assignment shall be made. The teacher given the temporary assignment shall be given the opportunity to be reassigned to another student in the requested primary/adjacent areas as soon as an available student is identified.

d. When a teacher receives the assignment of a new student, the teacher shall make a reasonable effort to contact the student/parent within three (3) working days and to begin service within a total of five (5) working days. If the teacher is unable to contact the student or parent within that time period, the teacher shall be assigned another student, if available. A contract teacher shall not be paid for service to the third student unless a reasonable effort had been made to contact that student/parent.

e. No assignment/reassignment shall be made if there is a reasonable determination by the District that it would be detrimental to the student's education.

35.2 Home School Teacher Hours and Benefits

a. A full-time assignment shall consist of five days a week of five hours of actual teaching and one conference/preparation period per day.

b. Home School Teachers shall be entitled to the same benefits and contract provisions as teachers in the K-12 program except as provided herein.

c. Any additional time above 120 hours per pay period will be compensated as an auxiliary hour pursuant to Section 25.0, Auxiliary Teachers.

d. Time required to be utilized for participation in IEPs and conferencing with the student's regular school teacher shall be paid their regular rate subject to availability of Chanda Smith funds.

35.3 Part-time Home School Teachers (Non-contract employees)

Home School Teachers not interested in an assignment as a contract employee shall remain hourly but only if they are District retirees. The classification of Extended Substitute-Home Teacher shall cover these non-contract retired employees who are assigned home teaching responsibilities. Such retired Home Teachers shall be paid their regular tenths hourly rate on X basis. This section does not apply to regular contract teachers who serve in additional assignments as home teachers; such employees are assigned to the classification of Supplemental Home Teachers and paid the hourly rates comparable to Section 25.0, Auxiliary Teachers.

36.0 Night Continuation High School (Regular Program) Teachers:

Regular program teachers (including continuation high school teachers) who teach additional hours in the Night Continuation High School program shall be paid at their regular hourly rate and shall accrue holiday and illness pay on a pro-rata basis.

37.0 National Board Certification (NBC): The District has agreed to establish a program for payment of additional compensation to UTLA-represented permanent employees who work directly with students on a daily basis in a classroom setting and any non-roster carrying UTLA bargaining unit members who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS). The additional compensation shall be implemented in the following manner:

Each qualified employee in permanent or probationary status shall receive compensation at their daily rate for actually working a number of additional days/hours equal to 7 1/2% of their work year (92 hours) and shall also receive a differential of 7 1/2% per year for a total of 15% increase in compensation above their base rate. Teachers must work in the classroom for a minimum of 60% of the day - - or, four periods in a secondary school to earn 100% of the 15% increase in compensation. Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or three periods in a secondary school) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work. The District and UTLA shall jointly explore whether this compensation is STRS creditable. This program shall be available to employees serving in a position which is currently eligible for the NBC pursuant to current NBPTS requirements. Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties. The District and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement.

37.1 NBC Steering Committee: Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and the District. One additional committee member may be appointed by mutual agreement of the committee.

Acknowledging the needs of the District's high needs schools, the committee shall also discuss and recommend strategies for incentivizing greater placement of NBC teachers at such schools. The committee shall also study ways to best utilize NBC teachers, including having NBC teachers serve as teacher mentors. The committee shall provide recommendations to the Superintendent within 12 months of the Agreement's adoption.

38.0 Competitive Compensation and Budget Recommendations Panel: The parties share an interest in attracting and retaining a well-qualified and equitably compensated work force. The parties recognize that compensation comparability needs to be addressed in order to become and remaining competitive. To accomplish that goal, the parties agree to form a Competitive Compensation Study/Budget Committee under the following guidelines:

a. The Panel will compare UTLA total compensation, defined to be salaries and costs for Health and Welfare Benefits, using multiple measures including career earnings benchmarks, salary schedule benchmarks and other mutually agreed upon statistical data.

b. The parties will specify the appropriate districts to use in comparison base, including, among others, the unified school districts of Los Angeles County.

c. The Panel will develop salary schedules that will provide competitive compensation at data points it chooses such as the median or upper quartile. The Panel must also provide data on the amount of additional funds needed to attain each of these data points.

d. The Panel may make recommendations on reallocating current resources and allocating new revenues in order to meet the funding requirements noted in #3 above. These recommendations will need to be based on a multiyear projection that may include items such as budget re-prioritization, Certificated allocations, budget allotment formulas, salary schedule structure, table of personnel allocations and other similar financial data of the LAUSD budget.

e. UTLA and LAUSD shall each appoint four members within two weeks of ratification of the agreement.

f. The Parties will agree to a neutral, third party facilitator for this group (should have expertise in school finance).

g. The Panel will agree upon calendar of at least 2 days per month-24 annually.

h. The Panel shall issue written reports three times a year. These reports shall summarize the issues addressed by the Panel during the period and the resolution thereof, if any. The reports shall be posted on the LAUSD's and UTLA's websites and may also be distributed via other means as determined by each party. There shall also be public meetings at which the Panel and the neutral facilitator will report on the work of the Panel to the

Superintendent and his cabinet, a member or members of the Board of Education and the UTLA President and other officers. The public meetings shall occur at least twice, but not more than three (3) times per year. The parties may agree to coordinate the reporting and presentation provisions of this section with those of the Joint Living Contract committee.

i. The Panel will address any Federal or State mandates or incentive funds for an alternative compensation system.

j. The parties agree that this section 38.0 (1 through and including 10) shall terminate automatically as of June 30, 2011, unless the parties expressly agree in writing to renew it through successor negotiations.