

## ARTICLE XI - WAGES

### **A. SALARY SCHEDULE:**

Effective July 1, of the current fiscal year, the salary schedule shall be that contained in Appendix B. except as otherwise provided for in this Agreement.

1. New bargaining unit members whose contract year commences on or after July 1, 2022 shall be placed on the salary schedule based upon one (1) step for each year the bargaining unit member has worked at least 75% of the available work days. This previous certificated education employment experience up to a total of fifteen (15) years shall be credited towards salary placement when a preliminary or clear credential has been held. Maximum of one step shall be credited for a year of service using an intern permit.
  - a. Provided the verification of at least 75% of the available work days per work year has been met, the District shall credit new bargaining unit members with the previous private school employment experience that is comparable by job description and duties to any classification listed in Appendix A of this agreement.
2. New bargaining unit members who are contractually required to work 186 days in a contract year shall be paid for the 185th and 186th day at their per diem rate of salary per their final placement on the salary schedule set forth in Appendix B of this agreement.
  - a. New bargaining unit members who are hired after the completion of the new employee orientation shall complete the professional development offered during new employee orientation at their own time and shall be compensated for one (1) day at their per diem rate of pay or shall attend the same professional development days for new bargaining unit members at the beginning of the following work year.
3. New bargaining unit members may be granted one (1) year of credit on the salary schedule for military services, provided the months of military service number eighteen (18) or more and did not result in a bad conduct or dishonorable discharge. Credit for the one year of military service may be used as part of fifteen (15) years of credit allowed for teaching experience, but not in addition thereto.
4. Recognition of units earned, degrees awarded, or degree equivalents shall be granted when such units, degrees, or degree equivalents are earned from an accredited college or university, or such units, degrees or degree equivalents are evaluated and accepted by an accredited college or university. Recognition of units earned, degrees awarded, or degree equivalents may be granted, upon approval, by the Board if such units, degrees, or degree equivalents are earned from an institution which has been granted approval status under Section 94310., sub-paragraph B., of the Education Code, or such units, degrees, or degree equivalents are evaluated and accepted by an institution which has acquired approval status as set forth in Section 94310., Sub-paragraph B. of the

Education Code. Recognition of units earned, degrees awarded, or degree equivalents shall under no other circumstances be granted if awarded by an institution defined as exempted under Section 94303, Sub-paragraph B, of the Education Code. Further, no other recognition of units earned, degrees awarded, or degrees equivalent are awarded by an institution granted authorized status under Section 94310, Sub-paragraph C. of the Education Code.

5. In determining units beyond a given degree for the purpose of placement on the salary schedule, the date of completion of academic requirements for said degree as certified by the issuing institution shall be used. However, the District may grant postgraduate credit for units taken during the last quarter or semester of the baccalaureate program, provided:
  - a. An accredited college grants graduate credit, or
  - b. The Commission for Teacher Credentialing accepts the units as post-graduate (effective July 1, 1966, not retroactive).
6. Except as otherwise provided by criteria established for academic equivalency placement, bargaining unit members who hold a valid California teaching credential, but do not have a Bachelor's degree or its equivalent, shall be limited to Column One (I).
7. Criteria for placement on the salary schedule under academic equivalency provisions as adopted May 23, 1968 are available in the Human Resources Office.
8. New bargaining unit members to be placed on the salary schedule in accordance with the criteria for academic equivalency shall be granted one (1) step for each five (5) years of verified employment directly relating to the prospective assignment, up to a maximum of five (5) steps.
9. Units earned for consideration of advanced placement on the salary schedule shall fall within: 1. the major or minor teaching field of the bargaining unit member, or; 2. the bargaining unit members current teaching area, or; 3. a new teaching major or minor approved by the Assistant Superintendent of Human Resources, or; 4. classes which apply directly to the educational climate in the bargaining unit member's classroom. All units earned for consideration of advanced placement on the salary schedule shall have the approval of the Assistant Superintendent of Human Resources. Bargaining unit members should acquire prior approval to avoid possible disapproval of credits for advance placement. Requests for approval after completion of units earned shall not be considered after October 1 for salary schedule placement for each school year. Transcripts or other evidence acceptable to the District verifying units earned must be filed in the Human Resources Office no later than October 1 of each school year.

10. No salary payments to new bargaining unit members will be made until the official transcripts of record and verifications of teaching experience are filed in the Human Resources Office.
11. All bargaining unit members with an earned doctorate shall receive an additional two and fifty-four/one-hundredths percent (2.54%) of base pay.
12. No change in salary status shall be made by reason of change in salary classification unless such notice of intention to be considered for salary classification change has been filed in the Human Resources Office by May 15 of the previous school year.
13. The vertical placement of continuing bargaining unit members on the salary schedule shall be limited to advancing one (1) step each year regardless of the number of years accrued at the previous step, except as provided below.
  - a. Bargaining unit members shall receive an annual salary increment (vertical placement) as provided by the salary schedule (*See Appendix B*) provided they have not been placed on a Plan of Assistance as authorized by Article IX., Sections G. and I., for not less than sixty (60) school days and have failed to make substantial improvement in each of the specified areas of deficiency as determined by the evaluator or their successor. The determination to withhold the salary increment shall be made no later than June 1 of the school year and shall be effective as to the salary increment otherwise available to the bargaining unit member in the successive school year.
  - b. Money withheld as a salary increment may be made available to the affected bargaining unit member for necessary documented expenses incurred in seeking to upgrade their skills as prescribed in a Plan of Assistance. The District's intent is that the withheld increment will be used for expenses incurred in improvement if the person's attitude is open to improvement. Details on the reimbursable expenses will be worked out in each case with the Federation.
  - c. No bargaining unit member shall be placed on a Plan of Assistance unless first warned in writing by an evaluator serving under Article IX., Section F. and/or G., or by an evaluator exercising the authority of Article IX., Section I., that improvement or correction is necessary in a specified area of deficiency. Insofar as is possible, the same administrator whom the bargaining unit member has previously picked as an evaluator will implement a Plan of Assistance. Nothing contained herein would prevent another administrator who has personal and direct knowledge and/or experience with the unsatisfactory performance of the bargaining unit member from doing a Plan of Assistance when the chosen evaluator does not have such personal knowledge and experience. Exceptions to this warning requirement will apply however, in instances of gross misbehavior or conduct including, but not limited to, assault on a pupil or another employee, or criminal conduct on school premises affecting students and employees.

- d. The evaluator must review the Plan of Assistance upon the bargaining unit member's request approximately every twenty (20) school days for the duration of the Plan of Assistance. Written progress reports will be given to the bargaining unit member at such conference(s). At any conference, if substantial improvement has taken place in all areas, the bargaining unit member shall be taken off the Plan of Assistance. The evaluator has the right to confer with the bargaining unit member at any time during the Plan of Assistance.
  - e. The bargaining unit member may appeal the withholding of the salary increment to a three (3)-person panel within five (5) working days of the receipt by the bargaining unit member of the evaluator's determination. The panel shall have up to ten (10) working days to review the determination. After reaching a decision, the panel shall make a recommendation for approval or rejection of that determination to the Board no later than its next regularly scheduled meeting. After receiving the recommendation from the panel, the Board shall make a final decision within twenty (20) calendar days.
  - f. The three (3) person panel shall be composed of an bargaining unit member selected by the District, an bargaining unit member selected by the Federation in consultation with the affected employee concerned, and a "*neutral*" person agreed upon by the Federation and the District from a list of persons previously selected by the District and the Federation for this purpose. The panel's written recommendations to approve or reject the evaluator's determination shall be advisory and submitted orally to the Board by the "*neutral*" member of the panel. The Board shall hear the matter in closed session unless the bargaining unit member requests an open session.
  - g. Where a bargaining unit member has had a salary increment withheld and is subsequently removed from the Plan of Assistance, the bargaining unit member shall receive the salary and increment for which the employee is otherwise eligible had they not been placed on the Plan of Assistance. No retroactive payment of the lost increment shall be made, however.
14. Longevity increment steps on the salary schedule shall be awarded to bargaining unit members at the sixteenth (16th), nineteenth (19th), twenty-second (22nd), twenty-fifth (25th), twenty-eighth (28th), and thirty-first (31<sup>st</sup>) year of service credit in the District. The amount of the longevity increment will be increased by the salary adjustment applied to the total salary schedule each year.
15. New bargaining unit members hired by the District beginning with the 2002-03 academic year must obtain CLAD, BLAD or SB1969 certification prior to advancing beyond their Probationary II salary placement. In the event that a bargaining unit member fails to obtain such certification by June 30<sup>th</sup> of their second probationary year, the bargaining unit member will not advance to the next step of the salary schedule until evidence of completion of such requirements has been presented to the District. Permanent bargaining unit members in their third (3rd) year of service in the District

who supply the District with evidence of completion before February 1<sup>st</sup> of their third (3rd) year of service may advance to the next step retroactive to July 1<sup>st</sup> of that year.

**B. Extra-Duty Compensation:**

Except as otherwise provided for in this Agreement, bargaining unit members employed in extra-pay activities listed in Appendix C. shall be compensated in accordance with the schedule set forth in Appendix C. The following is in reference to specific work task(s) completed and compensated as extra work agreements that are authorized for the same work task(s) between years be paid extra work agreements. Perennial work task(s) that reoccur between work years shall be negotiated as stipends to be included in Appendix C of this agreement. Annually, by April 1st in the preceding work year, site administration shall advertise the available stipends.

**C. Miscellaneous Compensation:**

The District shall pay for any damage to personal property suffered by the bargaining unit member in the performance of their duty according to Appendix G.

**D. Mileage Reimbursement:**

Bargaining unit members required by the District to travel between schools as part of their regular assignment or use their automobile in the performance of their regularly assigned duties within the District shall receive a mileage allowance in accordance with the Internal Revenue Service rate.

**E. 34<sup>TH</sup> Step:**

A 34<sup>th</sup> Step will be added to the regular certificated employee salary schedule. To be eligible for placement on the 34<sup>th</sup> Step, the bargaining unit member must have completed since the last step movement 150 clock hours of participation in activities that are aligned with the California Standards for the Teaching Profession that contribute to competence, performance, or effectiveness in the profession of education and the bargaining unit member's classroom assignments. Acceptable activities shall be defined by the commission on teacher credentialing to include, among other acceptable activities, the completion of courses offered by regionally accredited college and universities, including instructor-led interactive courses delivered through online technologies; participation in professional conferences, workshops, teacher center programs, staff development programs; service as a mentor teacher pursuant to Education Code section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis teaching; service in a leadership role in a professional organization; and participation in education research or innovation efforts.

Bargaining unit members who are on Step 31 during the 2001-2003 school year shall not be required to demonstrate completion of the 150 clock hours on Column's VI, V, and VI.



**ARTICLE XII - HEALTH AND WELFARE BENEFITS**

- A. Except as otherwise provided in this Agreement, effective July 1, 2018, the District shall increase its maximum contribution for health benefits (medical, dental and paid prescription benefits) for bargaining unit members in the 7-12 program by the following amounts:

	<u>Total Maximum</u>
Employee only:	\$ 932.16
Employee + one:	\$1,228.16
Family:	\$1,630.16

Effective July 1, 2018, the District shall increase its contribution for health and welfare benefits for bargaining members in the Adult Education program by the following amounts:

	<u>Total Maximum</u>
Employee only:	\$ 881.90
Employee + one:	\$1,177.90
Family:	\$1,579.90

An increase in employer health and welfare benefit contributions (CAP) above these amounts shall be subject to negotiations.

- B. For the purposes of this Article, a full-time employee is one assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment, with the exception of Special Education teachers (Resource Specialist or Special Day Class Teacher), a full-time assignment is defined as one who is assigned three (3) or more teaching periods or seventy-five percent (75%) of a full-time assignment for Special Education teachers.
- C. The District shall pay a pro rata share of health and dental premiums stated herein for part-time certificated employees who elect to participate in such a program.
- D. Medical/Dental benefits shall be provided by MCSIG.
- E. A twenty-five thousand-dollar (\$25,000) term life insurance policy will be provided each employee when such policy is offered by MCSIG.
- F. The District will administer the P.P.D. TB test twice a year. For those employees who have a positive reaction, or for other valid medical reasons, the District will reimburse the employee for the amount charged by the County for an X-ray unless the employee is reimbursed by insurance.

- G. Effective October 1, 2017, all bargaining unit members shall have the option to opt-out of medical coverage through MCSIG. However, bargaining unit members shall be allowed to enroll in dental, vision, EAP and life insurance coverage, even if opting out of medical. Employees shall be required to provide proof of viable proof of medical coverage, as defined by the Affordable Care Act.

**ARTICLE XIII - HEALTH AND OTHER BENEFITS FOR RETIREES**

- A. The District, following M.C.S.I.G. guidelines for reinsurers, shall contribute the total (full amount) cap for single party coverage, minus Life Insurance, for retirees age fifty-five (55) through fifty-seven (57). Retirees are eligible for Dental and/or Vision at their expense.

Upon reaching age fifty-eight (58), the employee who has retired at age fifty-five (55) through fifty-seven (57) shall be entitled to insure the retiree and the retiree’s spouse at District expense up to the cap until the retired employee reaches age sixty-five (65) or dies, whichever occurs first. Upon reaching age fifty-eight (58), the District shall pay the CAP minus Life Insurance amount for single party coverage or for employee plus spouse. Retirees and their spouse are eligible for Dental and/or Vision coverage at their own expense.

	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Life</b>
<b>55-57</b>	only single covered by District	optional at retiree’s expense	optional at retiree’s expense	No
<b>58-65</b>	single plus one covered by District	optional at retiree’s expense	optional at retiree’s expense	No

- B. An eligible retiree is one who is not more than sixty-five (65) years of age, who has rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement and who retired under S.T.R.S. or P.E.R.S. An employee's service shall be considered as "*continuous*" notwithstanding a break in service due to layoff if such employee is reemployed during the period of his/her rights to reemployment. A year spent on layoff shall be counted as part of the fifteen (15) years required if the employee works for the District seventy-five percent (75%) of the time during that year.
- C. The District shall pay the medical premium cap applicable to current employees until the retiree reaches sixty-five (65) years of age or until the retiree dies, whichever occurs sooner.
- D. In the event that a Federal and/or State Medical Benefits Program were to be established prior to the termination of the retiree's medical coverage through the District, the District provided benefits shall be combined with the Federal and/or State plan and necessary costs contribution adjustments shall be made except that the District's contribution shall not exceed that provided for in Section A. of this Article.