District response to SCTA March 29, 2023Proposal ~~to SCUSD~~
Presented on April 20, 2023

District changes to SCTA's proposal or new language proposed by the District are shown throughout in highlight.

[The District continues to review this Article to ensure that it incorporates all changes agreed upon in the Tentative Agreements between the District and SCTA reached since the contract was last updated in 2011. The District also has an interest in working with SCTA to ensure that position titles are correct and consistent with current position titles.]

ARTICLE 12 - COMPENSATION

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

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

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

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

- Counselors: Contract daily rate multiplied by .1428.

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

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

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

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

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

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

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

12.2 **Salary Schedule Structure**

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

[Add the list each of the salary schedules, including new ones, and their Appendix letter.] **[District agrees]**

~~[~~The salary schedule for ~~language speech and hearing specialists, special education credentialed teachers working in a special education position, assistive technology specialist (needs job description), school nurses, social workers and psychologists.~~ the classifications listed below shall be increased by an additional ~~15~~ 5% over the current salary schedule applicable for each of these classifications provided the employee is working in the classification.~~]~~

1. Program Specialist
2. Language, Speech and Hearing Specialist
3. School Psychologist
4. Clinician, Psychologist/Social Worker
5. Resource Teacher
6. Special Day Class Teacher
7. Educational Audiologist
8. School Nurse
9. Lead School Nurse

12.2.1.1 An additional stipend of $3000 per year is added for the earned doctorate from an accredited college or university and is prorated if for less than a full year.

~~12.2.1.2 Educators who possess the following licenses/certifications shall be entitled to an additional salary of seven percent (7%):~~

~~a. Neuro Psych Certification~~
~~b. Nationally Certified School Psychologist~~
~~c. Licensed Educational Psychologists~~
~~d. Marriage and Family Therapist~~
~~e. Licensed Clinical Social Workers~~
~~f. Speech Language Pathologist License~~
~~g. Certificate of Clinical Competence~~
~~h. National Board Certified Teacher~~
~~i. Audiologist License~~

12.2.2 Rates for day-to-day substitutes shall be as follows:

12.2.2.1 ~~.0024747 times the value of Class A, Step 8 teachers' salary, for each full day of substitute service up to and including the fifth (5th) day of assignment.~~

12.2.2.2 ~~.003763 times the value of Class A , Step 8 of the teachers' salary schedule, plus an additional twenty five (25%),~~ $355 for each full day of assignment ~~after the sixth (6th) day of assignment~~.

12.2.2.3 Qualified substitutes for psychologists shall be paid at Step 1, Class X of the psychologists' pay schedule for each full day of substitute work. Substitute work for less than a full day shall be paid on a prorated hourly basis as per Step 1, Class X.

12.2.2.4 Substitutes who begin service in September annually shall be entitled to ten (10) refusals of assignment annually. Substitutes beginning service after September shall be entitled to a pro rata share of ten (10) refusals based on the remaining months in the school year. First day of service must be on or before the 15th day of the month to be eligible for credit for a refusal for the month. No reason for refusals shall be required. Inability to reach substitutes by telephone, including late calls up to 10:00 a.m., unanswered calls, busy signals, and answering devices, after two (2) attempts shall be considered a refusal of assignment.

12.2.2.5 Substitutes receiving a rate of pay above the first rate who exceed their allotment of refusals shall be returned to the first rate of pay and must serve the required number of days before advancing. Notwithstanding the foregoing, the rate of pay will not be reduced after the allotted number of refusals during a pilot program effective from December 17, 1996 through June 30, 1998.

12.2.2.6 Substitutes shall retain their compensation status and carry it forward to the following school year. Any accumulated refusals shall not be carried forward to the following school year.

12.2.2.7 Compensation for part-day assignments shall be based upon one-half (1/2) or two-thirds (2/3) the rate of pay for which the substitute qualifies, depending upon which fraction is nearest, but not less than the actual time served. The length of a substitute's day is equal to the day of the employee for whom he/she is substituting. Partial day assignments will be counted as a day of service for advancement to the next pay step.

12.2.2.8 Substitutes who teach or start a class for which there is no regular teacher providing lesson plans at any time during the school year shall be paid at their appropriate contract daily rate provided they are responsible for lesson planning, all other teacher duties, and in the position for at least thirty (30) calendar days.

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

12.3 **Experience Credit**

12.3.1 Vertical (step) placement on the Teachers' Salary Schedule shall correspond to the number of years of District teaching service, with the following exceptions:

12.3.1.1 Step placement may be higher if experience credit has been granted at the time of initial employment in keeping with Sections 12.3.2 through 12.3.5 of this Article.

12.3.1.2 Persons who have reached the maximums of their salary classes, when obtaining the requirements for a higher class, shall be moved over to the new class and be placed on the step which corresponds to their years of credited service.

12.3.2 Upon employment, experience credit is granted on the basis of one (1) step for each year of properly verified comparable experience with limitations set forth in Sections 12.3.2 through 12.3.3.3 of this Article. A year of experience must represent no less than seventy-five per cent (75%) of the days of required full-time service, although full semesters will be added together, even if in separate school years and/or at one or more school districts (but not more than three (3) school districts), in computing years of service. Credit for part-time experience will be computed by converting to full-time experience; e.g., two (2) years of halftime experience equal one (1) step of experience credit. Comparable experience includes previous teaching experience, Peace Corps service, VISTA service, preschool experience, or other exceptional professional assignments. **[District agrees with minor edits noted above]**

12.3.3 Upon application to the Human Resources Office, at the time of initial employment, prior non-certificated paid experience closely allied to the local certificated assignment, when fully verified, will be evaluated on the basis of one (1) step for each two (2) years of such acceptable experience within the past ten (10) years. [Updated from 2017 TA.]

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

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

12.3.6 A year of teaching service in the District is earned for salary schedule step placement if an employee is paid for seventy-five percent (75%) or more of the school year, including time spent on sabbatical leave of absence, or if the employee is participating in the early retirement incentive plan as set forth in District Board Policy 4117.11 ~~P3604 of the Board's Policies and Bylaws, as adopted on July 10, 1978. [May need to be updated.]~~

12.3.6.1 Initial placement on the salary schedule for newly hired employees shall include cumulative semesters, where service has been for at least 75% of each semester, rounded to the nearest full year.

12.3.6.2 Following initial employment, personnel shall be given earned step increments effective July 1. Personnel may accumulate non-consecutive semesters of employment and shall be advanced on the next succeeding July 1 for each two semesters.

12.3.7 Personnel employed in summer school programs shall be given their earned step increments effective with their first day of summer school service.

12.3.8 Personnel employed on a per session basis in 12-month adult education programs are to be given their earned step increments, effective July 1.

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

12.4 Training Classification

12.4.1 Training classification is based upon earned collegiate degrees and regular credits earned in excess of degree requirements in fully accredited ~~four-year~~ colleges and universities, or in the District's Professional Improvement Program as outlined in the Board's Policies and Bylaws, Sections P-3572 through P-3575, adopted on July 10, 1978. [Needs to be updated]. **[District agrees to remove "four year"]**

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

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

12.4.2 **[District restoring existing language as modified below]** Before beginning work on any four-year college or university courses ~~or on any courses sponsored by the District's Staff Training Services Department~~, prior approval must be obtained by all Non-management certificated personnel from their principal (or other administrator responsible for the evaluation of the employee's performance). This approval will be made "on the basis of a plan for the orderly and appropriate professional improvement" of all employees. Approval forms for four-year college or university courses must be completed and filed with the Human Resources Office. Approval forms for in-service

courses offered by the Staff Training Services Department must be filed with that department. Approvals denied by the principals may be appealed to the assistant superintendent, Human Resources Office.

12.4.2.1 Reasons for disapproval by the site administrator must be substantiated in writing and returned to the teacher within five (5) days. Failure to do so shall constitute a waiver of the site administrator's right to disapprove the course(s).

12.4.2.2 The teacher may appeal the site administrator's disapproval to the assistant superintendent, Human Resources Office, or, in his/her absence, the appropriate area assistant superintendent. Such appeal must be in writing and must be received in the appropriate assistant superintendent's office no later than ten (10) days after the date of the site administrator's disapproval.

12.4.3 Credit for participation in the District's Program for Professional Improvement, as set forth in Sections P-3572 to 3575 of the Board's Policies and Bylaws, adopted on July 10, 1978, to be amended according to this Agreement, shall be as follows: [Needs to be updated]

12.4.3.1 Textbook evaluation or curriculum development (allowance, one [1] unit of credit per thirty-two [32] hours of time expended).

12.4.3.2 Junior college or adult education courses (allowance, one [1] unit of credit per fifteen [15] hours in a lecture course, or forty-five [45] hours in a laboratory course).

12.4.3.3 Educational research (allowance, one [1] unit per thirty-two [32] hours of effort expended).

12.4.3.4 Professional organization work (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).

12.4.3.5 Visitations or observations (allowance, one [1] unit per forty [40] hours spent).

12.4.3.6 Conference attendance (allowance, one [1] unit per forty [40] hours of attendance).

12.4.3.7 Workshop attendance (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).

12.4.3.8 Development of teaching materials (allowance, one [1] unit per forty [40] hours of time expended).

12.4.3.9 Travel (allowance, one [1] unit per week of travel; limit, three [3] units per three-year period).

12.4.3.10 Private study (allowance, one [1] unit per thirty-two [32] hours of time expended).

12.4.4 Transcripts or official grade cards containing evidence of units earned should be filed immediately upon completion. The deadline for filing units for July 1 class changes is October 10. The deadline for filing units for February 1 class changes is March 10. Class changes based upon credits earned prior to the deadline dates will be retroactive to July 1 or February 1. Records filed will not be returned to the employee. Employees new to the District will have a maximum of sixty (60) days from their first day of required service in which to file units. Handwritten or typed grade cards cannot be accepted unless properly stamped with the school seal.

12.5 Method of Payment

12.5.1 The annual amounts shown on the Teachers' Salary Schedule are full annual contract salaries and are based upon required days of service as provided for in this contract. Employees on regular and temporary contracts may elect either to have payment made in either twelve (12) equal installments beginning on September 30 and continuing through August 31, or ten (10) equal installments beginning on September 30 and continuing through June 30, except for those incumbents on the advanced pay plan, who may have payment made in twelve (12) equal installments beginning on July 31 and continuing through June 30. Requests for changes in preferred pay plan must be submitted in writing to the Human Resources Office no later than May 15 preceding the school year in which the change is to take place.

12.6 Computations

12.6.1 If regular contract employment is begun after the first day of required service, the annual salary is computed by multiplying the contract daily rate for the individual's step and class placement times the number of days between and including the first and last days of required service. The monthly salary is then computed by dividing the annual salary by the number of months remaining through June or August, depending upon the pay plan elected. The contract daily rate is computed by dividing the schedule salary by the number of required days between and including the first and last days of required service in the school year. If regular contract employment is begun on the first day of the second semester, the contract amount shall be not less than half the annual schedule salary. [Need to discuss current practice.]

12.6.2 When an employee is reassigned from a position of psychologist, program specialist, or school social worker, to a position compensated on the Teachers' Salary Schedule, placement shall be in the class on the teachers' schedule to which he/she is entitled by virtue of training, provided that his/her step placement in the class on the teachers' schedule shall be that which is closest to but not less than the daily rate presently received; except that such rate cannot exceed the maximum rate of the assigned class.

12.6.3 When an employee is reassigned from a position compensated on the salary schedule for certificated Non-management Children's Center personnel to a position compensated on the Teachers' Salary Schedule, he/she shall be moved to the training classification for which he/she qualifies at the same step, except that he/she shall be allowed one (1) step increment if the requirements of an annual earned increment have been met, and placement is not already at maximum for the class.

12.7 Per Session Compensation

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

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

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

12.7.2.2 Adult Education Teachers paid on hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid the hourly amount per Class H-2, Step 7 for summer school work.

12.7.3 In any fiscal year a non-contract employee who has completed 810 hours of per session service with the Sacramento City Unified School District shall be entitled to an earned increment for the following year. However, if less than 810 hours are worked during a fiscal year, all of such hours shall be accumulated and carried forward to the next fiscal year.

12.7.3.1 When accumulated hours equal 1,050 during the year earned increment is granted, the hours worked beyond 1,050 shall be credited toward the next step increment; provided that no employee shall be eligible for more than one (1) earned step increment during any fiscal year.

12.7.3.2 Earned increments shall be granted only on July 1 of each fiscal year. No distinction shall be made as to the manner in which per session hours are accumulated, i.e., from adult education, summer session, home teaching, etc.; provided, that per session hours shall have no effect upon step increments granted to contract employees.

12.7.4 All certificated personnel who voluntarily perform duties authorized by the Human Resources Office which are beyond their normal service day shall be paid at their per session rates of pay, except for assignments and meetings as set forth in Article 5, Sections 5.9 through 5.10.7, and Sections 12.8.4 through 12.9.8 of this Article.

12.8 Compensation for Required Extra Service

12.8.1 All personnel employed in classifications such as child welfare and attendance counselors, department chairpersons, counselors, vocational specialists, and student activity advisors, [need to review] shall be placed on the regular Teachers' Salary Schedule in the same manner as regular teachers, and shall advance in the same manner. To their salaries, however, shall be added the product of the number of days of service beyond those required of regular teachers times the contract daily rate.

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

~~In addition, for staff who substitute during a prep period or free period, and staff filling in and who voluntarily accept an out-of-regular assignment (including accepting additional students on their caseload, or teaching a class that is temporarily combined when a teacher is absent and/or substitute coverage cannot be secured, or the duties of staff outside of our bargaining unit), the District will pay an additional 25% over the bargaining unit member's regular contractual hourly rate of pay for all time worked related to this work. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet. In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five (5) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay plus an additional 25%.~~ **[District is still evaluating options]**

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

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

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

12.8.5 In order to reimburse employees who temporarily assume the duties of a principal, the District shall provide a stipend to a designated person in each school where there is no co-administrator. This stipend will require that the

designated member of the bargaining unit shall assume the duties in the absence of the principal for any and all occasions when the principal is not available at the school site. Designated teachers in charge shall be paid a monthly stipend of ~~ten percent (10%) above their regular salary~~ $50.00 for each of nine calendar months. Such persons serving in year-round programs (e.g., 230-day programs) shall be paid a monthly stipend of ~~ten percent (10%) above their regular salary~~ $50.00 for each calendar month of the year. Such teachers shall work under the following conditions: **[District is still evaluating options]**

a. No teacher shall be required to serve in this position.

b. All teachers shall be given an opportunity to volunteer for this position each year.

c. A designated teacher in charge shall have the right to withdraw at any time with 10 working days' notice and be paid on a pro rata basis.

d. The designated teacher in charge shall be informed each time the site administrator is to be absent from the school.

e. A designated teacher shall not have discipline or evaluation responsibilities for members of the bargaining unit.

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

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

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

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

12.8.6.1.2 At each Children's Center site where two (2) or more teachers are assigned, the stipend for designated teacher-in-charge shall be shared between two teachers and shall be ~~five percent (5%) above their regular salary~~ per month of service for each teacher. **[District is still evaluating options]**

12.8.7 In accordance with Education Code Section 44032, District personnel required to travel out-of-District and/or attend mandated workshops, seminars, or conferences, will be reimbursed for actual lodging expenses and/or a maximum equivalent to the single rate charged for lodging designated as conference headquarters, plus ~~$5.00 for breakfast, $9.00 for lunch and $16.00 for dinner, for a maximum of $30.00 per day food allowance [need to update]:~~the per diem rate for meal expenses at the rate established United States General Services Administration; and mileage claims, if any, whether in-District or out-of-District, will be paid at a mileage allowance rate based on the current IRS rate. ~~effective September 1, 2005.~~

12.8.8 **Parent Participation Teachers**

12.8.8.1 Parent participation pre-school teachers who teach in a State-funded program for 30 hours a week shall receive a stipend of 6.3% of the annual base salary.

12.8.8.2 Parent participation pre-school teachers who teach in a Head Start/State-funded program for 29 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.

12.8.8.3 Parent participation pre-school teachers who teach in an Adult Ed/Head Start-funded program for 30 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.

12.8.8.4 Parent participation pre-school teachers who teach in an Adult Ed/State-funded program for 30 hours a week shall receive a stipend of 6.3% of the State-funded portion of the annual base salary.

12.8.8.5 All teachers identified in section 12.8.8.1 through 12.8.8.4 will be excused from the District bimonthly in-service training. However, each teacher will, in consultation with his/her supervisor, develop an individualized staff development plan.

12.8.8.6 No home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the State-funded portion(s).

12.8.8.7 Home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the Head Start-funded portion(s).

12.9 Extra Pay for Extra Duty

12.9.1 The following six (6) pay categories shall be established as the basis for compensating employees on the extra duty schedule described in Section 12.9.2 of this Article.

Category A: .083125 of Class A, Step 8.

Category B: 86.75% of the amount for Category A
Category C: 73.5% of the amount for Category A
Category D: 60.25% of the amount for Category A
Category E: 47% of the amount for Category A
Category F: 20.8% of the amount for Category A

12.9.2 The following table designates the specific positions allocated to Categories A through F.

Abbreviation Key

(A)	Assistant	(B)	Boys
(F)	Freshmen	(G)	Girls
(H)	Head	(HS)	High School
(JH)	Junior High	(M)	Men
(MS)	Middle School	(S)	Sophomore
(V)	Varsity	(W)	Women

Category A:
Agriculture
Athletic Director*
Baseball Varsity Head Coach
Basketball Varsity Head Coach
Department Lead/Chair (80 sections or more)
Football Varsity Head Coach
Sideline Cheer, Head Coach
Softball Varsity Head Coach
Track Varsity Head Coach
Wrestling Varsity Head Coach

Category B:
ASB Advisor
Band Director
Baseball JV Head Coach
Basketball, JV Head Coach
Coed Tennis Varsity Head Coach
Cross Country Varsity Head Coach
Department Lead/Chair (65 Sections but fewer than 79)
Drama
Fall Musical/Play Director
Flag Football, High School Head Coach
Football Varsity Assistant Coach
Football JV Head Coach

Newspaper Advisor
Orchestra
Soccer Varsity Head Coach
Softball JV Head Coach
Speech/Debate High School
Spring Musical Play Director
Vocal Music
Volleyball Varsity Head Coach
Yearbook

Category C:
Baseball Frosh Head Coach
Basketball Frosh Head Coach
Cross Country Varsity Assistant Coach
Department Lead/Chair (45 Sections but fewer than 64)
Flag Football, JV Coach High School
Football Frosh Head Coach
Golf Varsity Head Coach
Induction Support Provider
Soccer JV Head Coach
Softball Frosh Head Coach
Student Teacher Mentor Teacher
Swimming Varsity Head Coach
Tennis Boys Head Coach
Tennis Girls Head Coach
Track Varsity Assistant Coach
Water Polo Head Coach
Wrestling Varsity Assistant Coach
Volleyball JV Head Coach

Category D:
All-City Band
All-City Choir
All-City Orchestra
Badminton, Head Coach
Choir, Middle School
Competitive Cheer, Varsity Head Coach
Creative Arts, Middle School
Department Lead/Chair (44 sections or fewer)
Flag Football, Frosh Head Coach
Football JV Assistant Coach
Lacrosse, Head Coach
Mathletes
Middle School Advisors

Soccer, Frosh Head Coach
Speech/Debate Middle School
Swimming, Varsity Assistant Coach
Water Polo JV Head Coach
Volleyball Frosh Head Coach
Yearbook Advisor, Middle School

Category E:
Assistant Coach, not specified above
Fall Musical/Play Assistant Music Director
Fall Musical/Play Assistant Drama Director
Spring Musical/Play Assistant Music Director
Spring Musical/Play Assistant Drama Director

Category F:
Intramurals (Junior High/Middle School)
Elementary Flag Football
Elementary Basketball

[Need to discuss Strides Program, E-Sports and others, subject to revision based on discussion of current practices. This list is subject to change based on discussion with the District.] **[District agrees]**

[Stipend table missing]

*Athletic Directors shall also receive additional per diem compensation equivalent to one prep period.

12.9.3 It is understood by the parties that all high school, junior high school, and middle school coaching positions on the extra duty schedule are assigned by mutual agreement of the principal and the teacher involved. If the teacher wishes to withdraw from an extra duty coaching position, or if the principal wishes to withdraw the extra duty assignment from the person presently holding that position, each party must notify the other in writing no later than December 1 of any school year for spring sports for that school year, and no later than June 1 of any school year to be effective at the beginning of the subsequent school year.

a. Teachers who are declared surplus after the June 1 date and who have already agreed to a coaching assignment at their school for the subsequent year shall have the option of withdrawing from the coaching assignment if the teacher does not return to the school site.

b. Coaching vacancies will be advertised first within the school in which the vacancy occurs. If there are no qualified applicants within the school, the

position shall then be opened for other applicants from inside the District. If there are no qualified applicants from inside the District, the position shall be opened to outside of the District.

12.9.3.1 Such changes in extra duty assignments noted in 12.9.3 shall have no effect on the teacher's assignment to classes during the service day.

12.9.3.2 If a teacher serving in a position listed on the extra duty pay schedule other than coaching desires to withdraw from the extra duty position, he/she shall so notify the site administrator in writing no later than March 1 preceding the school year in which withdrawal would become effective.

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

a. Survey the faculty by memorandum, bulletin, or meeting, to determine if there is another individual who is qualified and interested in the extra duty assignment.

b. In the event that there is a teaching vacancy to be filled, determine if it is feasible to add the extra duty to the teaching position. In making such a determination, the principal should confer with the director, Secondary Certificated Personnel Services, regarding the likelihood of applicants who would be qualified for both the teaching assignment and the extra duty.

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

a. "trading" extra duty assignments with other teachers who may also be interested in a change;

b. requesting reassignment to a vacant teaching area in the school not associated with the extra duty assignment; or

c. filing a voluntary request with the Personnel Services Office for transfer to another school.

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

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

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

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

12.9.3.8 A teacher assuming classes that have a related activity is obligated to assume responsibility for that related activity.

12.9.4 The CIF required coaching days prior to the first day of school shall be compensated for and included in the extra duty stipend.

12.9.5 The secondary principals acting in committee, as a whole, will establish District-wide minimum requirements for activities not covered by league rules.

12.9.6 The parties agree that transportation for athletics and other school activities covered by present District policy shall be considered a budget priority.

12.9.7 Regular contract teachers who also are assigned extra duty coaching assignments will receive equal treatment and the same protection granted to all members of the bargaining unit which derive from the current Agreement between the parties.

12.9.8 It is further understood by the parties that a joint Board/Association committee (five [5] members to be selected by each party) will be appointed no later than thirty (30) days following the effective date of this Article, to conduct an annual review of the extra pay for extra duty schedule. The tasks of the committee shall be to review existing positions for proper categorical placement on the schedule and to consider addition or deletion of any position. The findings of the committee shall be subject to review by the Association and the Board by March 31 of each school year. The findings shall be implemented during the next school year unless objection is raised by either party prior to June 1.

12.9.9 Department Chairs/Leads: Forty-five positions District-wide with one department chair assigned to each of nine departments at each regular high school in the following departments (needs to be updated):

[List needs to be updated. **District agrees.**]

Physical Education	Math
Social Science	Business, FACE
Science	Fine Arts, Industrial Arts
Foreign Language	Special Education
English	

Any new high school shall have the same department chair staffing.

a. The service year shall be two (2) workdays beyond the teachers' required days of service paid at the contract daily rate; and

b. Department chairs shall receive payment from the extra-duty pay schedule (12.9.2) according to the number of class sections taught within the department as follows:

A - 80 sections or more	C - 45 sections or more
B - 65 sections or more	D - 44 sections or more

12.9.9.1 Each department chairperson shall be selected annually by the high school principal from among a list of not less than two (2) teachers (unless only one teacher applied) from the department. The teachers shall have been nominated by a majority of the teachers in the department.

a. A qualifying teacher may self-nominate or agree to any nomination from department staff members.

b. To qualify for nomination or to vote on a nomination a teacher must instruct for at least three periods per day in the department.

c. Limited term teachers, substitutes, and temporaries may not vote.

d. Teachers who serve in department chair positions may not serve for more than three consecutive years.

e. Voting by each department shall take place in March of each school year and shall be conducted by the department. Every teacher who qualifies to vote shall be given an opportunity to do so.

f. Split departments may by majority vote agree to have co-chairs, one from each department. The voting process will be handled in the same manner

as all other departments. However, the co-chairs shall be compensated at one-half the stipend rate as specified on the extra-duty schedule which a teacher would have earned as chair of the split department. In addition, each co-chair would serve and be paid for two days beyond the teachers' days of service.

12.10 Partial Funding for Sabbatical Leaves

12.10.1 Members of the bargaining unit who are granted sabbatical leaves will receive the difference between their contract salaries and the amount specified for Class C, Step 2.

12.10.2 District contributions for all fringe benefits shall continue for the duration of such leave at the same level as for all members on paid-leave status.

12.10.3 After the initial approval of an application for sabbatical leave, the Human Resources Office shall provide full information regarding the compensation which will be paid to the applicant while on leave.

12.10.4 The applicant shall have five (5) working days upon receipt of such financial information to inform the Human Resources Office of intent to accept or refuse the leave before final approval of the Board is obtained.

12.10.5 Refusal to accept such leave shall not be the basis of denial of subsequent applications submitted by the employee for sabbatical leaves.

12.11 The certificated Non-management salary schedules are incorporated into this contract as Appendix B.

12.11.1 These salary schedules contain no overt or covert provisions for salary discrimination based upon sex, race, creed, marital status, handicap, or age.

12.11.2 No differentials shall exist in rates of compensation except as provided for in this Agreement.

12.12 Subbing on Prep Time

12.12.1 Secondary teachers who give up prep periods to work as substitutes will be paid at the prorated (one-fifth) higher substitute rate. Secondary teachers who work block schedules will be paid at the appropriate prorated higher substitute rate. Notwithstanding the above, the District may continue to assign secondary teachers to unpaid emergency substitutions as set forth in Article 5.4.6.

~~**12.13 Timely Payment**~~

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

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

2022-2023 Salary Increase

The certificated salary schedules will be increased by five (5) percent effective at the start of the 2022-2023 school year. This retroactive payment will be paid within sixty (60) days of final approval and ratification of this agreement.

2023-2024 Reopeners

The District proposes that Article 12, Compensation, plus one additional article selected by each Party, be reopened for the 2023-2024 contract term, and all other provisions of the contract be closed for that term.

2023-2024 Professional Learning

1. Three (3) professional learning days will be added to the 2023-2024 work calendars for all unit members and will be scheduled for three days prior to the first day of school, except as set forth in Paragraph 2 below. The new teacher orientation under Article 5 of the CBA will be held prior to the three professional learning days.

2. Pre-service Professional Learning days for schools with unique start dates (New Joseph Bonnheim Community Charter School, New Technology High School, Charles A Jones Career and Education Center, A Warren McClaskey) and for employees with a work calendar that starts before the traditional teacher work calendar will be determined by the District and SCTA on or before June 1, 2023.

3. The three (3) Pre-Service Professional Learning Days will be added to unit members' compensation and the SCTA salary schedules, reflecting an extension to the unit members' assigned base calendar of three (3) days.

4. The Calendar will revert back for the 2024-2025 school year and the three (3) additional Professional Learning Days will come off the salary schedules, unless the District and SCTA agree otherwise.