

## ARTICLE 24 COMPENSATION

### 24.1. Compensation by Fiscal Year

24.1.1. Effective November 1, 2022, all salary schedules for unit members shall be increased by 10%.

24.1.1.1. One-time Payment: OEA FTE unit members (full time equivalents "FTE" of .5 to 1.0, including Early Child Education Teachers) shall receive a one-time off schedule payment of \$5,000. Unit members with less than .5 FTE shall receive a prorated amount of the above one-time payment consistent with the unit members FTE.

24.1.1.2. Part time Adult Ed OEA members will receive payment according to their actual hours worked (full payment over .5 FTE, prorated payment under .5 FTE). This stipend shall not be withheld from those Adult Ed workers who currently have a 0.0 FTE sub title.

24.1.1.3. Unit members are eligible for payments in section 1 and 2 above if employed by the District as of May 22, 2023.

24.1.1.4. Salary Schedule Adjustment: Effective July 1, 2023, salary schedules shall be collapsed and increased as shown in Attachment A- Salary Schedules (below).

24.1.1.5. The salary increases to unit members on the TK-12 salary schedule includes additional compensation for Expanded Learning per Article 10.13 (Equitable Access for Students to Weekly Minimum Day Intervention).

#### 24.1.2. Effective July 1, 2024:

24.1.2.1. All salary schedules for unit members shall be increased by 3%.

24.1.2.2. The extra duty (extended contract) hourly rate will be based on the daily rate of TK-12 10 Month Step 1 Column 1, divided by 6.

### 24.1.3. Attachment A shall reflect the following:

24.1.3.1. Salary Schedules collapsed to 24 steps except as otherwise noted.

24.1.3.2. The per diem rate shall be calculated at 6 hours and 45 minutes for Elementary school teachers on the TK-12 salary schedule.

24.1.3.3. The per diem rate shall be calculated at 7 hours for secondary teachers on the TK-12 salary schedule.

24.1.3.4. The Adult Ed hourly rate will continue to consist of the TK-12 Teacher Daily Rate divided by 6.

- 24.1.3.5. Current unit members on the Child Development Center salary schedule (CDC salary schedule) and State Pre-K salary schedule will stay in their current column or the highest column for which they qualify whichever is highest, but in no case will move backward.
- 24.1.3.6. The counselor salary schedule is based on the TK-12 schedule plus ten days at the per diem rate.
- 24.1.3.7. The TSA salary schedules are based on the TK-12 schedule plus 10% for 11 month TSAs and plus 20% for 12 month TSAs.
- 24.1.4. Substitutes
  - 24.1.4.1. Substitutes shall receive a one-time payment equal to 10% of their earnings November 1, 2022 to May 30, 2023.
  - 24.1.4.2. The daily rate for Day to Day subs and STIP substitutes shall be 100% of step 1 column 1.
  - 24.1.4.3. For the 2023-24 and 2024-25 school year, day to day substitutes who work 100 days or more shall receive a one time time off schedule payment of \$1,000 at the end of the school year(s).
  - 24.1.4.4. Retired OUSD teachers working as substitutes shall be paid at step 13 column 1 of the TK-12 10 month salary schedule. ~~their last daily rate as a teacher prior to retiring.~~
  - 24.1.4.5. If a STIP Substitute is assigned to a vacancy, and not provided lesson plans, the STIP substitute shall be provided at least 1 hour of additional pay at the per diem rate. each day.

## 24.1.5. Bilingual Education

### 24.1.5.1. **Bilingual Stipend**

Effective July 1, 2023, all unit members shall receive an annual bilingual stipend of \$3,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments dependent on the unit members classification. Unit members must meet one of the following criteria to be eligible for the bilingual stipend:

- 24.1.5.1.1. Unit members with a valid BCLAD or Bilingual Authorization;
- 24.1.5.1.2. Deaf and Hard of Hearing Teachers who have passed the CSET: American Sign Language test.
- 24.1.5.1.3. Unit members who **are ineligible to take the BCLAD or speak a language that is unavailable through the BCLAD may have demonstrated** bilingual proficiency by passing a District approved and administered bilingual examination and are required to use the specified language within their day to day duties as verified by their supervisor.

### 24.1.5.2. **Dual Language Program Stipend**

Effective July 1, 2023, all the teachers who are receiving a bilingual stipend and teaching the targeted language in a dual-language program or early-exit program shall receive an annual dual language program stipend of \$1,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments dependent on the unit member classification.

~~24.1.6. Effective July 1, 2020 the parties agree to amend the K-12 Salary Schedule as follows:~~

- ~~24.1.6.1. One additional step (step 32) shall be included on the K-12 salary schedule.~~
- ~~24.1.6.2. Step 32 shall be 5% higher than Step 31.~~

~~24.1.7. Effective upon ratification of this Agreement by the Association (March 4, 2019) substitute pay shall be as follows:~~

- ~~24.1.7.1. Daily Rate: 1-30 days per academic year: 70% step 1/column 1 of the K-12 salary schedule.~~
- ~~24.1.7.2. Extended Rate: 31 days or more per academic year: 80% step 1/column 1 of the K12 salary schedule.~~

~~24.1.7.3. STIPs and Retired OUSD teachers shall be eligible for the Long Term Rate on the first day of service as a substitute.~~

~~24.1.7.4. Retention rate: Substitutes who work 60 days or more shall be eligible to continue at the Long Term Rate in the subsequent school year.~~

#### 24.1.8. Nurses

~~24.1.8.1. Stipend Retention Bonus and Salary Increase~~

~~24.1.8.2. Nurses shall receive a \$10,000 annual bonus in May of 2020 and May of 2021.~~

~~24.1.8.3. Eligibility: All nurses must be currently employed by the District at the time of disbursement to be eligible.~~

~~24.1.8.4. Effective June 30, 2021 at 11:59pm a separate salary schedule shall be created to increase current nurse salaries by 9% (based on salary placement as of June 30, 2021).~~

24.1.8.4.1. The existing Senior Nurse Stipend for nurses shall be \$8,000 annually for continued mentoring and support of new nurses. Nurses shall be eligible to receive this stipend with 14 years of nursing experience or 10 years of experience in school nursing.

24.1.8.4.2. Nurses who do not meet the requirements for the Senior Nurse Stipend but have between 4-9 years of experience in school nursing shall receive an annual stipend of \$3000. The stipend shall be added to the annual salary amount and paid out in ten equal increments.

#### 24.1.8.5. Caseload Overage

24.1.8.5.1. If a nurse is over caseload, the nurse shall be paid according to the following formula: the individual nurse's daily rate, divided by 1350, multiplied by the number of students enrolled over 1350, multiplied by the number of days over. (not to exceed \$15,000 per year)

#### 24.1.9. Early Childhood Education (ECE)

##### 24.1.9.1. Stipend

24.1.9.1.1. Effective July 1, 2024, Early Childhood Educators also designated as teacher-in-charge shall receive an annual stipend of \$5,000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments depending on the unit member's classification.

24.1.10. Social Workers

24.1.10.1. Social Workers shall have the option to work one additional hour per day at their per diem rate to complete one or more of the following additional assignments:

24.1.10.2. 1. Parent counseling services

24.1.10.3. 2. Home visits

24.1.10.4. 3. Preparing and delivering incentive kits, or

24.1.10.5. 4. Creating asynchronous training resources.

24.1.11. Special Education

24.1.11.1. Stipend

24.1.11.1.1. Effective July 1, 2024, Special Education Teachers with SPED credentials shall receive an annual stipend of \$4000 and without a SPED credential an annual stipend of \$1000. The stipend shall be added to the annual salary amount and paid out in ten, eleven, or twelve equal increments depending on the unit member's classification.

24.2. General Provisions for Placement on Teachers Salary Schedule

24.2.1. *Registration of Credentials*

24.2.1.1. The Education Code provides that no person shall be paid for services in a position requiring certification qualifications until the credential has been registered with the County Superintendent of Schools.

24.2.1.2. It is required that certificated unit members shall have on file in the Human Resources Services and Support copies of the credentials authorizing the services, subjects or grades they are teaching. The County Superintendent of Schools issues copies upon the receipt of the unit member's credential in that office.

24.2.2. Salary warrants shall be issued on the last working day of each month, as specified in Education Code section 45048.

24.2.3. All unit members will be paid in accordance with the appropriate salary found in the Appendices. (See Appendix 1.) ~~Effective July 1, 2015, all Adult Education unit members will be paid in accordance with the "Salary Schedule Adult Contract Teachers" schedule. (See Appendix 1.4)~~

#### 24.2.4. *Step Increase Requirements*

24.2.4.1. Initial Placement: Credit for service shall be allowed on the Salary Schedule at the rate of one increment (step) for one year of certificated teaching service ~~up to a maximum of twelve (12) increments.~~ Unit members hired prior to July 1, 2024 with more than 12 years of eligible service shall be given credit for all of their years of service and be placed on the salary schedule accordingly.

24.2.4.2. ~~All current District employees hired as an Adult Education unit member shall be placed at a step above and closest to the employees current pay rate.~~ Adult Education unit members who are hired from outside the District shall be placed ~~on Step 1 of the salary schedule~~ according to their experience as per 24.2.4.1.

24.2.4.3. All unit members shall advance one step on the salary schedule for each year of service in the District except those whose placement is at the maximum step for their class.

24.2.4.4. Unit members must work seventy-five (75%) of the regular full-time days that school is in session in order to have the year count as a year of experience on the Salary Schedule. Adult Education unit members must work seventy-five (75%) of the full-time equivalent hours in order to have the year count as a year of experience on the salary schedule.

24.2.4.5. Unit members participating in a shared teaching assignment for less than 75% of the regular full-time days that school is in session shall receive credit for a year of experience on the Salary Schedule for each two (2) years in which they participate in such an assignment. Adult Education unit members working less than seventy-five percent (75%), but more than thirty-eight percent (38%) of the full-time equivalent hours shall receive credit for a year of experience on the salary schedule for each two (2) years of service below seventy-five (75%).

24.2.5. Upon application for initial employment, a unit member may be granted salary schedule credit, at the discretion of the Director of Human Resources for previous non-teaching experience. The fully verified non-certificated paid service must be deemed by the Employer to be in a shortage field and be directly related to the certificated assignment.

24.2.5.1. Credit will be evaluated on the basis of one (1) step for each two (2) years of acceptable experience within the past ten years. Outside

experience credit that is granted is limited to a maximum of five (5) years on the salary schedule.

- 24.2.5.2. The Employer's decision in granting said non-teaching experience shall be made prior to the candidate's employment. Subsequently, a unit member may apply to the Director of Human Resources for additional non-teaching experience credit within the time frames identified herein.

- 24.2.6. A teaching assignment in the Peace Corps or Vista shall receive year-for-year credit for such service on the salary schedule up to a maximum of five (5) steps. Requests will be reviewed by the Director of Human Resources, who will determine if the experience will receive credit. Active military service will be credited according to the following table.

2-3 years	1 step
4-5 years	2 steps
6-7 years	3 steps
8-9 years	4 steps
10+ years	5 steps

### 24.3. Column Requirement

- 24.3.1. All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit members. All transcript verifications must be received within sixty (60) days of the signing of the unit member's initial contract.

- 24.3.1.1. Earned degrees received and semester units earned at an accredited college or university shall be allowed for initial placement and subsequent horizontal movement on the Salary Schedule.

- 24.3.2. Units offered to meet requirements for advancement to Columns 2-6 must be completed in an accredited college or university that offers a degree beyond BA.

- 24.3.2.1. Transcripts must be official and bear the Registrar's seal and signature. All work submitted for salary class advancement must carry upper division and graduate credit. Graduate credit is

established by the institution offering the work and is validated by an official transcript.

- 24.3.3. Graduate and upper division semester hours (units) as defined by the particular accredited college, University or institution will be acceptable for placement and/or advancement on the salary schedule. Graduate and upper division quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.
  - 24.3.3.1. Lower division courses taken after the BA is earned and taken at accredited institutions, as stated above, may be accepted for Salary Schedule credit if approved in advance by the Director of Human Resources. The approval shall be on the basis that such hours are in courses, which pertain, to/or may be reasonably expected to enhance the work skills of the unit member.
  - 24.3.3.2. Course work for salary placement of new employees will initially be evaluated by the Human Resource Division, based upon the same criteria as defined herein except that no prior approval shall be required.
- 24.3.4. Equivalency units in the form of travel, foreign study, authorship, special experiences, related summer work experience and other activities, which can be considered as related to the teaching assignment, shall be considered.
  - 24.3.4.1. Maximum – Thirty (30) equivalent units is the maximum allowed between Column 1 and the doctoral equivalency. The acceptability of all equivalent units referenced in this section shall require the approval of the Director of Human Resources before the activity is undertaken.
  - 24.3.4.2. Travel – Equivalency credit may be granted for planned and specific travel that is related to the unit member's assignment. Such travel would be preceded by study, would feature an educational itinerary, and would be followed by direct and obvious classroom applications. The plan of travel must be approved in advance by the Director of Human Resources. Upon return or before the third Friday in November, the Post Educational Travel form must be completed before credit will be granted. Approved travel shall be evaluated at the rate of one (1) unit per week for foreign travel and one-half (1/2) unit per week for domestic travel. Trips of less than three (3) weeks' duration shall not be considered.



The maximum credit for travel in one summer is six units and the total maximum is twelve (12) units.

- 24.3.4.2.1. Ordinarily no equivalency credit is allowed for prior travel. In exceptional cases, where there has been extensive travel having a direct relationship to the teaching assignment, the teacher may apply to the Director of Human Resources for a special evaluation. Credit is not granted for travel experience acquired before the Baccalaureate Degree.
- 24.3.4.3. Related Summer Work Experience – Unit members may be given credit for work experience during the summer if the work is related to their assignment.
- 24.3.4.4. Workshop, private study and work at specialized schools such as art, business, and music will be evaluated by the Director of Human Resources. Any credit value for the work will be calculated on the following basis:
- University lecture rate  
15 hours, including preparation time = 1 unit
  - Laboratory work  
30 hours, including preparation time = 1 unit
  - Studio work  
45 hours, including preparation time = 1 unit
- 24.3.4.5. District in-service training units will be calculated at a rate of one (1) unit for each fifteen (15) hours of approved in-service training participating and usual prep time.
- 24.3.5. In order to be upgraded on the salary schedule **advance to a higher column** for **the** a full year, the unit member must file any materials for upgrading according to the following schedule:

Assignment Type	Material Filing Date
10 months	Third Friday - November
11 months	Third Friday - October
12 months	Third Friday - September
Year-Round School	Third Friday - September

- 24.3.6. ~~For a change of classification~~ **In order to advance to a higher column beginning the second semester** ~~a school year~~, credit must be earned and courses completed before the first school day of the second semester. Materials must be submitted by the following schedule.

Assignment Type	Material Filing Date
10 months	Third Friday - April
11 months	Third Friday - March
12 months	Third Friday - February
Year-Round School	Third Friday - February

- 24.4. Unit member who has completed requirements for upgrading on the salary schedule prior to these dates but, because of circumstances beyond their control is unable to present evidence to this effect, shall be reclassified for either the Fall or Spring Semester, whichever is relevant, and retroactive salary shall be allowed when the unit member presents proper verification of successful completion of requirements.

24.5. **Anniversary Increments**

~~An additional amount will be added to the basic salary as provided in the salary schedule to an employee after twenty or twenty-five years of creditable service in Oakland. Creditable service shall be defined as the total number of full years of outside experience granted at the time of employment plus the total number of years served in Oakland since first employment in the District. An employee who has completed twenty or twenty-five years of creditable service shall notify the Human Resources Services and Support of their eligibility by completing forms provided for this purpose by the Human Resources Services and Support.~~

24.6. **Special Rates for Certain Unit Members**

24.6.1. **Stipends**

- 24.6.1.1. Assignment to a position that qualifies for payment of a stipend shall be for one year only. If the position continues beyond one year, non-reassignment shall be for good cause only.

24.6.1.2. Positions in this category are Teachers on Special Assignment, Senior High School Department Heads, including Librarians and Head Counselors, Head Teachers, Audiometrists, ROTC instructors, and yearbook supervision.

24.6.1.3. Authorization for payment of such stipends shall automatically terminate at the expiration of that year, unless the unit member is notified, to the contrary by the Board of Education or its authorized representative.

24.6.2. *Other Stipends and rates*

24.6.2.1. ~~Placement of Elementary Pupils in Other Classrooms when Substitutes are not provided.~~ **Substitute Coverage**

24.6.2.1.1. **Elementary** teachers not receiving their preparation periods shall receive the following compensation: ~~The rate of pay shall be the teacher's~~ **be paid their** hourly per diem ~~from beginning of the 2000-01 school year. (See Appendix 1324.5.2.1)" \s "Appendix 13" \e 8-)~~

24.6.2.1.2. **When secondary teachers must cover a class during their conference period, they shall be paid at their per diem rate for the duration of the conference period.**

24.6.2.1.3. When teachers provide substitute coverage to parts of classes for which substitutes are not provided ~~by the Human Resources Services and Support,~~ **unit members shall be compensated at the rate of \$15 per student.** ~~under circumstances where a substitute is normally authorized ; the pay which would have been paid to a daily substitute unit member shall be paid proportionally to the unit members involved. (See Appendix 13)~~

~~24.6.2.2. *Use of Regular Classroom Teachers for Preparation Period Substitute*~~

- ~~24.6.2.2.1. When the regular classroom teachers must cover the preparation period because no substitute has been provided, under circumstances where a substitute is normally authorized, the unit member will be paid per period as provided in the salary schedule.~~
- ~~24.6.2.2.2. In order for the regular classroom teacher to receive payment for preparation period substitute duty, the teachers is required to work 50 minutes on one day during the same calendar month or within a month of the day of service. This work must be accomplished and approved before or after school hours at the school site by the Principal/Site Leader.~~
- ~~24.6.2.3. Use of Conference Period for Substitute Duty at Secondary Level~~
- ~~24.6.2.3.1. When a regular substitute has not been assigned from the Employer, secondary school unit members shall be paid per period as provided in the salary schedule for each conference period used for substitute teaching under circumstances where a regular substitute is normally so assigned, and when such unit members remain on duty in the school after regular working hours for an amount of time equivalent to the substitute service time on any day during the same calendar month of the day of services.~~
- 24.6.2.4. Unit members who teach an additional regular on-going teaching assignment beyond their regular assignment for grades 6-12, will receive pro-rata salary schedule pay.
- 24.6.2.5. Teachers who receive an assignment of teaching a combination class shall receive a \$2000 stipend.
- 24.6.2.6. National Board Certification Stipend
- 24.6.2.6.1. National Board Certification \$1,000 per year, from Measure E
- 24.6.2.7. Specialists (Psychologists, SLPs, Nurses, Social Workers, Counselors) and Special Education teachers who are performing any additional duties related to student IEPs or providing services outside of work hours will be paid at their per diem rate.

## 24.7. Salary Provisions for Certain Unit Members

### 24.7.1. Nurses

- 24.7.1.1. Nurses whose hospital training and other college work culminated in the awarding of a Bachelor's Degree will be placed on the unit

members' salary schedule in accordance with usual procedures. Step 1 of the nurses' salary schedule will be equivalent to 10% more than Step 8 of the TK-12 10 month salary schedule. Subsequent steps will be calculated using the same formula (Step 2 will be equivalent to 10% more than Step 9 of the TK-12 10 month salary schedule, Step 3 will be 10% more than Step 10 of the TK-12, etc.) The possession of a Public Health Nursing Certificate and Bachelor's Degree will qualify nurses for placement on Column 3.

*24.7.2. Teachers With Industrial Arts Credentials Not Teaching Vocational Courses*

24.7.2.1. Initial placement will be on Column 3. The usual rules for establishing five, six, and seven-year training apply.

*24.7.3. Teachers with the Standard Designated Subject 8.0 full-time Credential to Teach Industrial Education and Teaching Vocational Courses.*

24.7.3.1. The initial placement of a unit member with a Standard Designated Subject Credential will be on Column 4.

24.7.3.2. Trade experience beyond seven (7) years will be counted as unit member experience for placement purposes.

24.7.3.3. Additional academic training of at least 60 units will be considered advanced training and will entitle the instructor to placement on Column 4.

24.7.3.4. Academic work totaling at least 90 units, in addition to the Bachelor's Degree, will meet the requirements for the doctoral equivalency (Column 6).

*24.7.4. Teachers with a Clear Regular Teaching Credential Plus the 8.1 Occupational Credential and Teaching Vocational Courses*

24.7.4.1. Initial placement will be on Column 3 for teachers who will be teaching vocational courses.

24.7.4.2. Credit will be allowed for industrial experience applicable to the teaching field on a ratio of one academic year (or 30 units) for each two year's industrial experience.

24.7.4.3. Teachers may start on the salary schedule no higher than Column 4 and may qualify for the doctoral equivalency.

*24.7.5. Unit Members with Designated Subjects Credential (Ryan) to Teach the Vocational or Non-Vocational Subject Named on the Credential*

24.7.5.1. Initial placement will be on Column 3.

24.7.5.2. Trade experience beyond five (5) years will be counted as teaching experience for placement purposes.

24.7.5.3. Advancement on the salary schedule beyond Column 3 will be in accordance with items (24.7).

**24.7.6. Psychologists & Speech and Language Pathologists**

24.7.6.1. Psychologists and Speech and Language Pathologists will have one combined salary schedule.

24.7.6.2. The new combined Psychologist / SLP schedule will no longer have the current Column 1: "BA." The 2023-24 Column 2 will become the sole column beginning July 1, 2024.

24.7.6.3. Unit members who are on the psychologist/SLP salary schedule who hold a doctorate or equivalent (BA+90 units) shall be paid an annual stipend of \$2000.

**24.7.7. ECE unit members**

24.7.7.1. ECE Unit Members will have schedules tied to the 10 month TK-12 schedule in the following manner:

24.7.7.1.1. CDC Teachers (208 days) and State Pre K Teachers (186 days) will have a 9 column schedule, with the following headings:

Column A	Column B	Column C	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Teacher Permit	Master Teacher Permit	Site Supervisor	BA / Director's Permit	BA +30 above any permit	BA +45 above any permit	BA +60 above any permit	BA +75 above any permit	BA +90 above any permit

24.7.7.1.2. For the CDC Salary Schedule, Columns 1-6 will be based on the TK-12 10-month salary schedule (186 days) + 22 additional days at the TK-12 per diem rate. Columns A, B, and C will be 75%, 80% and 90% respectively, of Column 1 of the 10 month TK-12 salary schedule + 22 days at the per diem rate.

24.7.7.1.3. For the State Pre-K Salary Schedule, Columns 1-6 will be based on the TK-12 10-month schedule (186 days). Columns A, B, and C will be 75%, 80% and 90% respectively, of Column 1 of the 10 month TK-12 salary schedule.

24.8. Work Year for Unit Members Paid on or with schedules linked to the Teachers' TK-12 Salary Schedule

24.8.1. *Basic Assignments*

24.8.1.1. Unless otherwise noted, unit members paid on the Teachers' Salary Schedule shall be on duty all days of the school calendar scheduled as teacher duty days.

24.8.2. *Nurses*

24.8.2.1. The work year for nurses shall be the same as for teachers.

24.8.3. *Psychologists*

24.8.3.1. School psychologists are required to be on duty and perform services for the five days immediately preceding the day teachers are required to report in the Fall, two days at the close of school in June, three days at the employee's option during the fiscal year from July 1 to June 30, on days when schools are not in session and the school buildings are open.

24.8.4. *Counselors*

24.8.4.1. The work year for full-time counselors shall be the same as for teachers, except that they shall be on duty five (5) additional days, prior to the first duty day for teachers and five (5) additional days after the last duty day for teachers.

24.8.4.2. Variations to the aforementioned schedule of days, but not the total number of days may be made with the approval of the Principal/Site Leader of the school. Counselors shall be paid a proportionate per diem rate for these extra duty days. The additional duty days and per diem day for part-time counselors shall be proportionate to that of a full-time counselor.

- 24.8.4.3. For the purpose of calculating retirement, all the pre-and post-days shall be considered as part of the contract year.

24.8.5. *Eleven and Twelve-Month Assignments*

- 24.8.5.1. Unit members paid on the Teachers' Salary Schedule who work on eleven or twelve month assignments shall be on duty for those days described in Section 10.1 above, plus eighteen (18) additional days for an eleven-month assignment and thirty-six (36) additional days for a twelve-month assignment. Eleven-month unit members paid on the unit members' Salary Schedule shall receive their basic salary, including stipends, plus an additional 10%. Twelve-month unit members paid on the Teachers' Salary Schedule shall receive their basic salary, including stipends, plus an additional 20%.

24.8.6. *Method of Payment*

- 24.8.6.1. Ten (10) installments unless the unit members request that his or her salary be paid in twelve installments.
- 24.8.6.2. Commencing with the 2018-19 school year, the first salary installment for a school year for employees on a ten installment plan shall be payable the last working day of August.
- 24.8.6.3. Requests for payment on the twelve installment plan shall be made to the Human Resources Services and Support prior to August 15 or within two weeks of the first duty day of unit members hired after the opening of school.
- 24.8.6.4. The first salary installment for unit members on the twelve installment plan shall be payable on the last working day of August. The eleventh and twelfth installments shall be paid at the end of the months of June and July respectively.
- 24.8.6.5. Requests to change from the twelve installment plan to the ten installment plan shall be made to the Human Resources Services and Support prior to August.

24.9. Health and Welfare Insurance (See Agreement in Appendix 15)

- 24.9.1. Decisions regarding available medical, dental, vision, life insurance, accidental death, plan designs (including but not limited to coverages, deductibles, co-payments, pharmaceutical coverage, etc.), and employer and employee premium contributions shall be delegated to the Health Benefits Governance Board as stated in the Health Benefits Governance Board Agreement.

24.9.2. *Employer – Employee Contribution to Health Benefits*



- 24.9.2.1. In the 2005-2006 school year, there shall be no cost to the unit members for medical coverage for members or dependents.
- 24.9.2.2. The Employer shall continue to pay, on behalf of all eligible unit members, the full cost of dental, vision, life, AD&D and long-term disability insurance.
- 24.9.2.3. Effective July 1, 2006 and thereafter, the following changes shall be made in the Plan designs of the Least Expensive Health Maintenance Organization ("LEHMO") and Second Health Care Provider ("SHCP"):
  - 24.9.2.3.1. OV - Office Visit      IP - Inpatient Care      ER -  
Emergency Room Visit
- 24.9.2.4. Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member or one who has moved from an ineligible to an eligible position does not exercise the option to select a health plan within the prescribed time limit, the employee is required to wait until the annual open enrollment period, which shall be May 15 through June 16 for FY 2005/2006, and each May thereafter. Those desiring to change from one health plan to another will be processed only during the annual open enrollment period.
- 24.9.2.5. Effective July 1, 2006 and until June 30, 2008, the implementation of a payment for health benefits equivalent to 0.5% (.005 times salary, only) of salary only, not to exceed in any year an annual amount of \$500 for any unit member in any medical plan year. This contribution will be part of an IRS 125 plan.
- 24.9.2.6. *IRS 125 Plan*
  - 24.9.2.6.1. Effective July 1, 2006 and each school year thereafter, the District shall set up and maintain an IRS 125 plan. Unit members may elect to participate in this plan to make pre-tax contributions for payments of medical co-pays, deductibles and any other legally allowable purpose.
- 24.9.2.7. *Measure E Contributions To Medical Benefits*

- 24.9.2.7.1. Effective July 1, 2006, the District shall commit from Measure E, \$1.8 million or 9.7%, whichever is greater, collected in the 2006-2007 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2006.
- 24.9.2.7.2. Effective July 1, 2007, the District shall commit from Measure E, \$1.8 million or 10%, whichever is greater, collected in the 2007-2008 school year for medical benefit insurance premiums. Deposits are to be made monthly after July 1, 2007.
- 24.9.2.8. Effective upon the ratification of this agreement the Association and the District shall establish a Medical Benefits Reserve Fund (Fund). The sole purpose of the Fund shall be to pay OEA unit members' and dependents'/domestic partners' medical benefit premium costs, as determined and outlined below. Deposits into the Fund shall be held in a County of Alameda pooled interest investment account. All investment earnings calculated as of June 30th shall be transferred to the Fund.
- 24.9.2.9. Effective July 1, 2005 and until June 30, 2008, District increased costs during the term of this Agreement (if any), for medical insurance of the OEA unit shall have the Measure E contribution applied, then the contributions from OEA unit members for 2006/2007 and 2007/2008. If the total contributions from these two sources exceeds the cumulative increased costs of medical benefit premiums, the excess shall be placed in the Medical Benefits Reserve Fund on a monthly basis. These excess funds shall be used to pay for future medical benefit premiums.
- 24.9.2.10. No later than May 30 of each school year and thereafter, the District and the Association shall meet to determine the increased cost of medical benefits for the ensuing year and the estimated allocation of Measure E and member contributions, in accordance with these provisions. Final accounting of Measure E and member contributions will be made after the finalization of the District's annual audit for the prior year.
- 24.9.2.11. Effective June 30, 2008 and thereafter, the District will pay 86% of the costs of medical benefit premiums, Measure E shall contribute 10% of medical benefit premiums, and OEA unit members shall pay 4% of medical benefit premiums in any school year. The individual

unit member share shall be determined by identifying the total dollar amount generated by the 4%. This amount shall be used to determine the percent of salary for the unit members necessary to generate that total dollar amount. Each unit member's maximum dollar contribution shall not exceed \$700 per year. This contribution will be part of a premium-only IRS 125 plan and to be considered as part of the premium for payment of health insurance.

24.9.3. Employer's contribution to the cost of a health plan for a part-time unit member is prorated as follows:

- Full payment for unit members working three-fourths time or more.
- Three-fourths payment for unit members working half-time to three-fourths time.
- One-half payment for unit members working one-fourth to one-half time.
- One-fourth payment for unit members working less than one-fourth time.

24.9.3.1. Part-time unit members pay the difference between the Employer contribution and the full cost of the plan by payroll deductions made for the part-time unit member's share, according to the authorization signed upon enrollment in a plan.

24.9.4. Coverage for a newly employed, eligible unit member begins on the first day of the month following the month in which employed. When a new unit member or one who has moved from an ineligible to an eligible position does not exercise the option to select a health plan within the prescribed time limit, the employee is required to wait until the annual Open Enrollment period. Those desiring to change from one health plan to another will be processed only during the annual enrollment.

~~24.10. Health and Insurance Revisions 2003-2004~~

~~The following changes shall be effective September 1, 2003:~~

~~24.10.1. The Kaiser Health Plan shall be provided under the Kaiser III Plan.~~

~~24.10.2. The Health Net Health Plan shall be provided under the Health Net V Plan.~~

24.11. Dental Plan

All eligible full-time unit members and their eligible dependents shall be eligible for coverage under an Employer-paid group dental insurance plan. Coverage under the Dental Plan begins six months from the first day of the month in which employed.

24.11.1. Where a unit member and spouse are each employed by the District in an eligible capacity, each may subscribe individually to the same plan, but each party may not be enrolled as dependents of both.

24.11.1.1. In such cases, each dependent child may be enrolled in one plan or the other, but not in both. A new unit member who does not exercise the option of entering the dental plan within the prescribed time limit will be required to wait until the annual open enrollment during September of each year.

24.11.2. Dental plan maximum per enrollee \$1,500 annually.

#### 24.12. Long-Term Disability Insurance

24.12.1. Each unit member in an eligible capacity is automatically covered in a disability income plan six months from the first day of the month in which work begins in the eligible capacity, at no cost to the unit member. The benefit will be paid starting at the end of the qualifying disability period of sixty calendar days or beyond expiration of all paid leaves, including vacation, should the accrued sick leave and vacation extend beyond sixty days. Monthly benefit is two-thirds of the first \$1,200 of basic pay, plus one-third of additional basic pay to a maximum of \$1,200 per month total benefit.

24.12.2. An amendment rider has been added to the Employer's long-term disability contract with the insurance carrier which provides that certificated unit member with five or more years of credited STRS (State Teachers' Retirement System) employment shall be covered by the Employer's policy for a maximum of one year, thereafter to be covered by STRS; and that certificated unit members with less than five (5) years of service credited by the STRS shall be covered by the District policy to age 65.

#### 24.13. Life Insurance

24.13.1. Each unit member in an eligible capacity is automatically covered at no cost to the unit member at the time of employment to the limit of \$10,000 for death from natural causes, plus an additional \$10,000 if cause is accidental.

24.13.2. Enrollment is not required for this benefit, but each unit member should complete a beneficiary designation card at the time of employment or when a change is desired. Conversion option on group life insurance is available without evidence of insurability.

#### 24.14. Liability Insurance

- 24.14.1. A unit member, during the normal performance of duty, is protected against claims. Since the determination of individual responsibility is often difficult to establish and often dependent upon court findings, it is recommended that unit members assure themselves of coverage, especially when transporting students to school-sponsored events, by carrying the minimum insurance required to meet state financial responsibility laws. Unit members are protected in case of injury during the performance of normal duty to the extent defined in the Workers' Compensation provisions of the Labor Code.

#### 24.15. Vision Care

Upon implementation of the Health Net HMO medical insurance plan, the current vision insurance program available to unit members shall be replaced for all unit members by the Vision Services Plan. In addition, the Employer shall provide supplemental insurance against lost or damaged glasses; upon reasonable proof or appropriate employee certification, said lost/damaged glasses shall be replaced annually.

Kaiser Optical Services shall be available for unit members enrolled in the Kaiser Health Plan.

#### 24.16. Annuity Program

- 24.16.1. During the 1992/1993 school year, 1991/1992 annuity dollar contributions were paid only for those unit members who were eligible for the annuity as of June 30, 1992. The Annuity Plan was continued as then constituted through the 1991/1992 school year and for eligible plan participants accounts have been maintained by the annuity plan administrator.
- 24.16.2. Effective July 1, 1993, no further annuity contributions were made, and the 7.5% annuity contribution was added to the three OEA salary schedules, at all steps and columns for temporary, probationary and permanent unit members.
- 24.16.3. The Association and the Employer agreed to restructure the Board of the Supplemental Annuity Plan for certificated employees, as follows:
- 1 Representative appointed by the Employer

- 1 Representative appointed by the UAOS
- 5 Representatives shall be appointed by the Association

24.16.4. The parties agree that the above changes were fully implemented during the prior contract and further agree that no changes or modifications are required in the current contract.

24.17. Health Benefits Governance Board (See Side Letter Agreement in Appendix 14)  
The Association and Employer understand and agree to the necessity of health care cost containment. The parties will work with all employees to ensure health care costs are contained or reduced without sacrificing the quality of healthcare. The Association agrees to continue to participate in the Health Benefits Governance Board (HBGB). The parties also recognize the need to reauthorize Measure E to help offset the costs of health care premiums for all employees.

24.18. General Information on Employer-Paid Insurance Plans

24.18.1. Unit members on paid leave will continue to have Employer contributions according to the work assignment that existed at the beginning of the leave.

24.18.2. Unit members on non-paid leave for a full calendar month or longer have no Employer contribution to insurance plans. Except for those unit members on maternity leave, for whom the Employer will pay the fringe benefit premiums for health, dental, life insurance and vision care for that period of time during which job performance is not feasible for physical/medical reasons, as certified by a physician.

24.18.3. Unit members who receive long-term disability benefits, or who have been granted leave beyond paid leave for illness, maternity, child adoption, disability, or advanced study or any other leave approved by the Employer, may continue their insurance and health benefits for one year by paying the full cost. Except that those who receive long-term disability benefits may continue coverage at their own expense for as long as the disability continues, or to retirement. Unit members granted leave on some other basis should make their own arrangement for health or dental insurance.

24.18.4. Employer contributions toward costs of health, dental, disability income and group life insurance for ten-and eleven- month unit members will be made for twelve months, from July 1 through June 30.

24.18.5. The Employer has made voluntary tax-sheltered annuities available for unit members who wish them. A tax-sheltered annuity is a plan for diverting a portion of earnings for cash payment to the purchase of an

annuity, the Employer making the purchase for the unit member under an agreement. Provided that all legal provisions are met, such earnings are not taxable until withdrawn later in the employee's life under conditions of the specific plans. Theoretically, this will result in a lesser tax liability than if tax had been paid at the time of earnings.

24.18.5.1. The Board is in no position to recommend that a unit member either participate or not participate in such a plan. Each unit member must make the choice, as a unit member does not have similar tax positions and financial goals. Unit members who choose to participate in the plan may apply on forms available at the Insurance Programs Office.

24.18.6. If a National Health Plan is passed by the Congress (or statewide California equivalent) during the term of this Agreement, which provides for Employer contributions, the Association and Employer may meet to discuss the plan upon request.

24.18.7. The Employer will provide health plan benefits to unit members when they retire until age 65 at the retiree's option and expense.

24.18.8. Benefits as provided in this article shall be continued for the duration of the contract.

#### 24.19. **Transportation Reimbursement**

24.19.1. Unit Members who are required by the Employer to use their privately owned automobiles as part of their assignment shall be reimbursed for such use.

24.19.1.1. Eligibility will be determined in accordance with the appropriate Administrative Bulletin currently in effect. All procedures and instructions contained in that Bulletin are pertinent; however, the following rates shall be effective for unit members during the term of this contract.

#### 24.19.2. *Flat Rate Reimbursement*

24.19.2.1. Regular flat rate reimbursement is based on the number of months of the duty assignment. The annual rates are:

Assignment	Flat Rates
10-month basis	\$ 681.00
11-month basis	\$ 704.00
12-month basis	\$ 728.00

- 24.19.2.2. Variable cost reimbursement for those whose annual mileage rate is one thousand (1,000) miles or more will be paid at the maximum allowable per mile rate provided for in the Internal Revenue Code.

24.19.3. *Special Flat Rate Reimbursement for High Mileage and Weekend Assignments*

- 24.19.3.1. For Unit members who are required to provide a car continuously for weekend business use and for high mileage positions (over 5,000 miles annually) the fixed cost reimbursement will be \$911.00.

24.19.4. *Excess Mileage Reimbursement*

- 24.19.4.1. Unit members receiving regular or special flat rate reimbursement who may be eligible for excess mileage reimbursement over 1,000 miles should record all mileage performed. When their mileage exceeds the established rate, they should submit excess mileage claims monthly if possible, but in no case less than once each semester.

24.19.5. *Mileage Reimbursement*

- 24.19.5.1. Unit members who are occasionally required to use their privately owned automobiles in performing their duties but do not qualify for flat rate reimbursement will be reimbursed at the maximum per mile rate allowed for in the Internal Revenue Code.

24.20. **Miscellaneous**

24.20.1. *Student Teaching*

- 24.20.1.1. Cooperating unit members shall receive recognition for the teacher education responsibility undertaken in working with student teachers. Such recognition shall include the contract amount paid by the teacher training institution.

~~24.20.2. *Teachers of Adults*~~

- ~~24.20.2.1. Teachers of adults not paid as regular teachers shall be paid at the extra-duty rate.~~

~~24.21. **Programs for Personal Growth**~~

- ~~24.21.1. Any unit member receiving their first clear multi or single subject teaching credential must take 150 clock hours of professional growth each five (5) years to keep the credential valid.~~



- ~~24.21.2. Any unit member receiving credit for equivalency units as stated in Article 24, can apply those units to the 150-hour requirement of professional growth and vice versa.~~
- ~~24.21.3. Each unit of credit granted shall equal 15 hours toward the 150 of professional growth requirement. Thirty (30) equivalency units are the maximum allowed between Column I, and the Doctoral equivalent.~~
- ~~24.21.4. An individual program of professional growth shall consist of a minimum of 150 clock hours of participation in activities that contribute to competence, performance, or effectiveness in the profession of education. Acceptable activities shall be defined to include, among other acceptable activities, the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs, or staff development programs; service as a mentor teacher pursuant to Section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in educational research or innovation efforts.~~
- ~~24.21.5. In order for the units of credit to count towards the 150 hours of professional growth, the teacher must submit, for approval, their initial plan to the Director of Human Resources or their designee by October 1 for the Fall Semester and by February 1 for the Spring Semester. (Forms are to be provided by the Employer.)~~
- ~~24.21.6. Upon completion of the units of work, the unit member shall be responsible for having the appropriate person in charge sign a "Professional Growth form". Once the form is completed, the teacher must submit it to the Human Resource Services and Support.~~
- ~~24.21.7. The unit member must submit verification of 150 clock hours of professional growth at five (5) year intervals to the State Commission on Teacher Credentialing in order for their credential to be deemed to remain valid.~~

## **24.22. Domestic Partner Benefit**

- 24.22.1. The Employer shall provide health insurance for unmarried domestic partners of eligible unit members as provided in this Article. "Domestic partner" is defined as a single member with an unmarried, unrelated individual who has lived with the unit member for not less than 12 months.

To enroll, the unit member must complete an application form during the open enrollment period, accompanied by a notarized affidavit (see Appendix 15).

- 24.22.2. The unit member will be taxed on the cash value of the Domestic Partner premiums, in compliance with IRS regulations.
- 24.22.3. COBRA provisions do not apply for Domestic Partner coverage.