

**TENTATIVE AGREEMENT
BETWEEN
OAK GROVE SCHOOL DISTRICT
AND
OAK GROVE EDUCATORS ASSOCIATION**

FEBRUARY 19, 2022

ARTICLE 12: COMPENSATION

12.1 Salary Schedule

The Certificated Salary Schedule of the Oak Grove School District is based upon college semester units or their equivalent, and years of experience.

12.1.1 Professional Growth

There are five (5) columns based on professional growth:

Class I	Bachelor's Degree
Class II	Bachelor's Degree plus 15 semester units.
Class III	Bachelor's Degree plus 30 semester units.
Class IV	Bachelor's Degree plus 45 semester units.
Class V	Bachelor's Degree plus 60 semester units.

12.1.2 Experience

The salary schedule provides steps for experience:

Class I	Maximum of Seven (7) years experience.
Class II	Maximum of Eight (8) years experience.
Class III	Maximum of Nine (9) years experience.
Class IV	Maximum of Ten (10) years experience.
Class V	Maximum of Twelve (12) years experience.

12.1.3 Longevity Increment

The salary schedule provides for three (3) longevity increases at Class V, Step 16 and Class V, Step 19, and Class V, Step 22. The stipend for longevity increments is an amount equal to five percent (5%) of the preceding salary step. The employee's initial salary step placement shall be applied toward the employee's eligibility for longevity increments.

12.1.4 Master's Degree Or Doctorate Stipend

An annual stipend shall be paid to unit members holding an earned Masters degree (M.A.) or Doctorate Ph.D. or Ed.D.) from an accredited institution. Honorary degrees and/or degrees from schools not accredited by the American Association of Universities shall not qualify for this annual stipend. This annual stipend shall be the amount equal to 5.65% of Step 1, Class I of the teachers' salary schedule.

If the unit member submits transcripts and/or a diploma verifying the Masters or Doctorate degree no later than October 10 of the school year, the stipend shall be paid for the entire school year. If the unit member submits transcripts and/or a diploma verifying the Masters or Doctorate degree no later than March 10 of the school year, the stipend shall be prorated for the second half of the school year beginning February 1.

This annual stipend shall be prorated for unit members employed for less than the complete school year.

The stipend described in this Section shall be incorporated into the unit member's compensation reported to STRS.

Unit members who are not full-time employees shall receive a prorated amount based upon the ratio their assigned duties bears to a full-time assignment.

12.1.5 Serving Less Than A Full School Year

A person in a position requiring certification qualifications who serves less than a full school year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of days served bears to the total number of working days the employee is required by the governing board to be present at the schools of the District. Notwithstanding any provisions of this Section to the contrary, a person in a position requiring certification qualifications who serves a complete semester shall receive not less than one-half (1/2) of the established annual salary for the position.

12.2 Initial Placement On Salary Schedule

The District shall initially place a unit member on the salary schedule on the basis of training and experience. Except as described in Section 12.2.1, units of college credit a unit member completed prior to earning a B.A. or B.S. degree shall not be recognized for placement on the Salary Schedule. Within thirty (30) days of employment, a unit member new to the District shall submit his/her official transcripts, records, and documented evidence of teaching experience and military service to the District Human Resources Office.

12.2.1 Units Earned In Imbedded State University Programs

Effective January 1, 2009, if a unit member received a B.A./B.S. in a state university program that contains the traditional “fifth year” credential courses imbedded within the B.A./B.S. program, the unit member shall be given credit for those units that meet the California State Teaching Credential requirements.

This Section 12.2.1 was negotiated pursuant to Government Code Section 3543.2(d) and 3543.2(e). The Association agrees to waive any right to a claim under Education Code Section 45028 and further agrees not to support any claim, grievance, or complaint based upon an alleged violation of Education Code Section 45028.

12.2.2 Units Earned After B.A.

All college course work completed at regionally accredited two (2) or four (4) year institutions earned after receiving the Bachelor’s Degree and directly applicable to the unit member’s prior assignments, or related to courses taught in the Oak Grove School District, shall be utilized in calculating placement on the salary schedule.

12.2.3 Prior Experience

Unit members will receive credit for out-of-District experience in public schools, accredited private schools, or in private or public institutions and/or schools.

Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor’s Degree from an accredited institution and possesses or was eligible to receive a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

12.2.4 Experience In Private Or Public Institutions

Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor’s Degree from an accredited institution and possesses or was eligible to receive a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

12.2.5 Out-Of-District Experience

Out-of-District experience must have been on a full-time basis for the equivalent of a school year. Credit for out-of-District experience on a year-for-year basis will be given according to the following chart:

The following chart summarizes this rule:

<u>Years of Experience</u>	<u>Placement on Schedule</u>
0 year	Step 1
1 year	Step 2
2 years	Step 3
3 years	Step 4
4 years	Step 5
5 years	Step 6
6 years	Step 7
7 years	Step 8
8 years	Step 9
9 years	Step 10
10 years	Step 11
11 years	Step 12
12 years	Step 13
13 years	Step 14
14 years	Step 15
15 years	Step 16
16 years	Step 17
17 years	Step 18

12.2.6 Nursing Experience And Compensation

Public school nursing or up to two (2) years of public health nursing shall be deemed as acceptable professional experience for school nurses in determining their placements on the certificated salary schedule. When a nurse earns the clear credential authorization described by Education Code Section 44877, the nurse shall work two hundred two (202) days and be placed on the Section 12.8 Counselor Salary Schedule. In addition, the District may appoint one (1) Lead Nurse. The Lead Nurse shall work two hundred two (202) days and shall be placed on the Section 12.9 Psychologist Salary Schedule.

12.2.7 Records Of Training

All experience and training must be on file in the District before warrants are issued.

12.3 Certificated Employees Reemployed By The District

If a permanent unit member resigns from the District and is reemployed by the District within thirty-nine (39) months after the last day of paid service, the permanent unit member shall be reinstated and the District shall, for salary schedule purposes, disregard this break in service.

12.4 Advancement On The Salary Schedule

12.4.1 Duration Of Classification

A unit member may advance on the salary schedule by following the procedures described in Sections 12.4.2, 12.4.3, and 12.4.4 and submitting the required information no later than October 10 of the school year. No unit member may advance on the salary schedule by obtaining additional course work after October 10 of each school year. After October 10, an employee's salary placement will not be changed except as provided in this Section.

12.4.2 Verification Of Course Work

Verification of satisfactory completion of course work taken to change salary classification must be filed in the Human Resources no later than October 10. The following means of verification will be accepted: (1) grade card; or (2) official transcript. All such course work must meet the requirements of Section 12.2.1 of this Agreement.

12.4.3 Basis Of Classification

The salary classification shall be based on college work completed and grade cards or transcripts filed with the Human Resources Department by October 10 of the year in which the contract is signed or the effective date of the contract if signed after October 10. Only credit that is in compliance with these rules and regulations shall be granted.

12.4.3.1 On the salary schedule the school nurses will be credited with one (1) semester unit for every fifteen (15) contract hours of approved course instruction needed for their license renewal following the procedure established for District professional growth credit.

12.4.4 Recognition Of College Units

Advancement to classification columns depends upon completion of units recognized by any California State University or the University of California or approval of the Superintendent of this District or Superintendent's designee. Certificated salary schedule requirements for Classes II, III, IV, and V must be completed after the granting of a Baccalaureate Degree.

12.4.5 Salary Schedule For Partial Year

In a career a unit member may receive only one (1) full year of credit on the salary schedule for one-half (1/2) year (at least one semester) of service. The term "one-half (1/2) year" means the number of days of service equal to the number of the days in the shortest semester of the relevant school year. In order to receive credit for any other partial years of service, the unit member must serve at least seventy-five percent (75%) or more of a regular full-time assignment. Unit members who are not in a regular full-time assignment but fifty percent (50%) or more, shall accumulate one year of credit toward advancement on the salary schedule for every two (2) years of employment in such a part-time assignment provided that the above-referenced seventy-five percent (75%) service requirement is also met. A day of service is any day in which the unit member is physically present at his assignment or on paid sick leave or paid leave taken pursuant to Section 8.6.

12.5 Supplemental Pay

12.5.1 Coach Stipend For After School Sports

Unit members may apply for and be selected for assignments in the after school sports program. The District shall pay an annual stipend of \$1,500 per coaching stipend to each fully credentialed unit member assigned to coach in the after school sports program in addition to the unit member's full-time assignment. Whenever possible, the District shall offer bargaining unit members vacant coaching positions in the after school sports program before employing non-bargaining unit walk-on coaches.

12.5.2 Intermediate School Athletic Director

The District shall pay an annual stipend of \$3,000 to a unit member performing the duties of an Intermediate School Athletic Director as described in Appendix L.

12.5.3 Home Teachers

The regular classroom teacher of a child needing home teaching shall have the first right of refusal for the home teaching assignment. The District shall pay home teachers at the rate described in Section 12.5.4.1, Student Extended Day Instructional Programs.

12.5.4 Extended Duty Pay

12.5.4.1 Student Extended Day Instructional Programs

The District shall compensate unit members at the rate of forty-six dollars (\$46.00) per hour for instructing students in core instructional programs outside the regular student school day or instructing staff in best practices outside the unit members' work day. For the purpose of this Section, the word "student" shall include Pre-Kindergarten students, TK-8 students, and adult students.

12.5.4.2 Extended, Non-Instructional Extra Duties

The District shall pay a unit member thirty-eight dollars (\$38.00) per hour for extended, non-instructional extra duties performed beyond their regular unit member duties.

12.5.4.3 Unit members may apply for and be selected for assignments as mentors in the District Induction Program. The District shall pay an annual stipend of \$1,456 to each unit member assigned to mentor one employee in the Program and \$1,800 for each unit member assigned to mentor two or more employees.

12.5.5 Stipend For Intermediate School Band Teacher

Effective on first unit member work day of the 2015-2016 school year, the District shall pay an Intermediate School Band Teacher a stipend of \$2,500 for the implementation of an After School 6th Grade Band Program consisting of participant recruitment, twice weekly after school practice sessions and a culminating April/May evening concert. The After School 6th Grade Band Program shall commence in October of the school year and culminate after the April/May concert event.

In addition, the District shall pay an Intermediate School Band Teacher a stipend of \$1,000 for the implementation of all extracurricular band functions which shall include weekend band competitions, travel, and school evening band events.

12.5.6 School Modernization, Construction, Maintenance, And/Or Carpet Replacement

The District shall pay each eligible unit member one of the stipends described in this Section for time the unit member is required to pack and unpack classroom supplies, books, and equipment in preparation for a school modernization, construction, maintenance, and/or preparation for carpet replacement. No unit member shall be compensated, however, for packing prior to the summer shutdown and/or unpacking/preparing the unit member's classroom/work space prior to the start of school in August/September.

To be eligible for one of the stipends described in this Section, a unit member must perform substantially all the duties in a category, must complete and sign the District form verifying the performance of the duties, and must submit the signed form to the site administrator. The site administrator shall validate the performance and submit the form to the Deputy Superintendent for Business Services.

Description Of Unit Member's Duties	Stipend
<p>Temporarily Vacating Room: Unit member prepares to vacate classroom/work space on a temporary basis. Unit member packs and labels all books/materials/computers/equipment, removes all books / materials/ computers / equipment from built-in cabinets and closets. Unit member removes all items from the walls and prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Unit member unpacks and prepares classroom after the work is completed.</p>	\$400.00
<p>Preparation For Carpet Replacement: Unit member packs and labels all books, equipment and/or materials <i>unless</i> the items are stored in stationary, built-in cabinets or enclosed cabinets moveable with a furniture dolly. Unit member removes all items from the walls and prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Unit member unpacks and prepares the classroom after the work is completed.</p>	\$200.00
<p>Removing Personal Items: Unit member removes all personal items from the work site and removes all items posted on the walls. Unit member prepares a room map indicating the preferred location of the furniture after the modernization, construction, maintenance, and/or carpeting work is completed. Materials, books and equipment are packed/stacked by District classified employees</p>	No Stipend
<p>Sorting/Organizing: Unit member spends time sorting and reorganizing the unit member's instructional materials and/or personal materials.</p>	No Stipend

12.5.7 Substituting During Preparation Periods

12.5.7.1 At the request of the site administrator, any unit member assigned to an intermediate school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The site administrator shall equitably distribute the substitute opportunities.

12.5.7.2 Volunteering unit members shall be compensated for substitute teaching during their prep period at the rate of pay established in Section 12.5.4.1 of this Agreement. The unit member shall submit a timecard to the site administrator who will process it.

12.5.8 Compensation For Peer Assistance And Support Program

Effective on first unit member work day of the 2015-2016 school year, this section 12.5.8 shall be revised to read as follows:

12.5.8.1 Joint Panel Members

Article 20 defines Joint Panel members. For each hour a member of the Joint Panel participates in the Joint Panel meetings described in Article 20, the District shall pay the unit member at the hourly rate set forth in Section 12.5.4.2.

12.5.8.2 Consulting Teachers

Article 20 defines a "Consulting Teacher" and defines the Consulting Teacher's duties.

For each school year a unit member is selected and assigned by the Peer Review Joint Panel, the unit member must complete a collaborative log for each work session the unit members facilitates with a Participating Teacher. Collaborative logs will be turned in to the Human Resources Department; however, no more than two logs may be turned in per week. The District shall pay the unit member the hourly rate described in Section 12.5.4.2 for each log submitted in compliance with this section.

Instead of selecting a bargaining unit member as a Consulting Teacher, the Joint Panel may recommend that the Assistant Superintendent – Human Resources, employ a retired teacher

to perform the Consulting Teacher duties described in Article 20.

12.5.9 Faculty Associate Stipend

For performing the posted duties, Faculty Associates shall be paid an annual stipend of two thousand dollars (\$2,000). This annual stipend shall be incorporated into the unit member's annual compensation reported to STRS and shall be prorated for a unit member working less than full time.

12.5.10 Compensation For Bus Supervision

As described in Section 14.3, the Site Administrator may assign unit members to bus supervision. The District shall compensate the unit member at the rate specified in Section 12.5.4.2 for any time in excess of a unit member's assigned duties. Fifteen (15) or more minutes shall be recorded on the time card as one (1) hour, thirty (30) or more minutes shall be recorded on the time card as one and one-half (1 1/2) hours.

12.5.11 Uniform Stipends For District Established Meetings And Trainings

Unit members may volunteer to participate in District established meetings and/or trainings scheduled outside the unit member's duty day and duty year as defined by Article 14. When scheduling a meeting or training, the District announcement shall include a statement that a Uniform Stipend either shall or shall not be paid. Effective on first unit member work day of the 2015-2016 school year, unit members selected to attend a Uniform Stipend meeting or training shall be paid one hundred and fifty dollars (\$150.00) for each non-duty day and seventy-five dollars (\$75.00) for each non-duty half (1/2) day. Unit members selected to attend Uniform Stipend meetings after the end of the regular workday scheduled to end after 6:00 p.m. shall be paid the seventy-five dollars (\$75.00) 1/2 day stipend.

12.5.12 Performance Incentive Awards

If a school qualifies for Performance Incentive Awards as described in Education Code Sections 44650-44654, the District and the Association shall meet and negotiate regarding the distribution of the awarded funds to the unit members assigned to the classroom and other certificated staff at the site during the school year for which the award was granted.

12.5.12.1 School Site Input

Before, beginning and during these negotiations, the negotiating parties will seek input from the unit members assigned to the classroom and other certificated staff at the school site.

12.5.12.2 Default Distribution

If the parties are unable to reach agreement after at least two negotiating sessions, the funds will be distributed to the unit members assigned to the classroom and other certificated staff according to Education Code Section 44653.

12.5.13 NBPTS Certification And ASHA Certification (Speech) Stipend

12.5.13.1 District Stipend

The District shall pay unit members who present evidence of certification through the National Board of Professional Teaching Standards (“NBPTS”) or the American Speech-Language-Hearing Association Certificate (“ASHA”), or an equivalent professional certification that is related to but not otherwise required by their position, an annual stipend of two thousand dollars (\$2,000). This annual stipend will be incorporated into the base pay, and will be prorated for unit members employed less than full-time.

12.5.13.2 Start Date

The stipend referenced in section 12.5.13.1 will be paid beginning with the school year following the unit member’s receipt of the certification and submission of the certification to the District on or before September 30, and will continue for each year for which the certification is valid.

12.5.13.3 State Of California Stipend

If the unit member receives a State of California NBPTS or ASHA stipend greater than the District stipend defined in this section, the District stipend shall not be paid to the unit member in the same

school year in which the unit member receives the State of California stipend.

12.5.14 Technology Mentor Stipend

The District shall pay an annual \$500 stipend to at least one unit member at each school site to provide basic troubleshooting maintenance services for classroom technology systems, outside of the regular work day; to facilitate and lead technology professional development at the site; and to represent the site at three District Technology meetings during the school year.

12.5.15 SDC Teacher Stipend

For every school year a unit member who is assigned as a special education teacher (RSP or SDC) or as a Speech Language Pathologist (SLP) shall receive a stipend of one thousand five hundred dollars (\$1,500) annually.

12.6 Summer School Teachers

The District shall pay summer school teachers at the rate of pay described in Section 12.5.4.1, Student Extended Day Instructional Programs.

12.7 Overnight Field Trip Stipend

The District shall pay \$150 per night, up to four nights, to bargaining unit members who volunteer to teach or supervise students participating in an overnight field trip, including science camp.

12.8 Counselors' Six Step Salary Schedule

12.8.1 Salary Schedule For 2019-20 2021-2022

Effective on the first unit member work day of the 2019-20 school year, the Counselors' Salary Schedule shall be increased by one and one half percent (1.5%) over the 2018-19 salary schedule for counselor bargaining unit members in active, paid status on the date the Board ratifies this Agreement. Retroactive to July 1, 2021, the Counselors Salary Schedule for the OGEA bargaining unit shall be increased by 5.5%.

The counselors' Salary Schedule shall be attached to this Agreement as Appendix A-2.

12.9 Psychologists' Salary Schedule

12.9.1 Nine Step Schedule

For the duration of this Agreement, psychologists shall be paid according to the following nine-step salary (AB60, steps 4-12):

<u>Experience (years)</u>	<u>Ratio To Teachers' Salary Schedule</u>
1	1.084
2	1.098
3	1.114
4	1.131
5	1.150
6	1.170
7	1.191
8	1.215
9	1.239

12.9.2 Psychologists' Salary Schedule

12.9.2.1 Salary Schedule For 2019-20 2021-2022

~~Effective on first unit member work day of the 2019-20 school year, the Psychologists' Salary Schedule shall be increased by one and one half percent (1.5%) over the 201819 salary schedule for psychologist bargaining unit members in active, paid status on the date the Board ratifies this Agreement.~~ Retroactive to July 1, 2021, the Psychologists Salary Schedule for the bargaining unit shall be increased by 5.5%.

The psychologists' salary schedule shall be attached to this Agreement as Appendix A-3.

12.9.3 Longevity And Advanced Degree Stipends

Psychologists shall be entitled to longevity and advanced degree stipends as provided in Sections 12.1.3 and 12.1.4 of this Agreement.

12.10 Teachers' Salary Schedule

12.10.1 Salary Schedule For 2019-20 ~~12.10.1 Salary Schedule 2021-2022~~

~~Effective on first unit member work day of the 2019-20 school year, the District shall increase the salary schedule by one and one half percent (1.5%) over the 2018-19 salary schedule for bargaining unit members in active, paid status on the date the Board ratifies this Agreement. The salary schedule shall be attached to this Agreement as Appendix A-1.~~

Retroactive to July 1, 2021, the Salary Schedule for the OGEA bargaining unit shall be increased by 5.5%.

12.10.2 Bargaining History About Payment For 2012-2013 Furlough Days

As a result of the reopener negotiations in 2013, the District paid unit members for five (5) furlough days in 2012-2013. The payments were a one-time, lump sum, non-recurring payment and were not placed on the salary schedule. Prior to June 30, 2013, the District paid each bargaining unit member in active paid status for at least 139.5 work days during the 2012-2013 school year a one-time, lump sum, nonrecurring payment equivalent to the dollar amount difference between that bargaining unit member's placement on the 186 work day salary schedule attached as Appendix A-1 (A) and the bargaining unit member's placement on the 2012-2013, 182 day salary schedule attached as Appendix A-1 (D). The District shall have no obligation to make a similar payment on any future date. This paragraph is included to demonstrate the bargaining history from the 2013 reopener negotiations and is not precisely the same language as the 2013 reopener agreement language.

12.11 STRS Defined Supplemental Benefits Plan

This Section became effective July 1, 2002.

Subject to the criteria and limitations stated in Education Code Sections 22119.2, 22905, 22954, and relevant STRS regulations, the following services performed for the District shall be included within the definition of creditable compensation and reported to STRS solely for inclusion in the STRS Defined Supplemental Benefit Plan.

- Supplemental Pay Sections 12.5.1, (Coaches), 12.5.2 (Intermediate School Athletic Director), 12.5.3 (Home Teachers), 12.5.4 (Extended Duty Pay), 12.5.5 (Intermediate School Band Director), 12.5.6 (School Modernization, Construction, Maintenance, and/or Carpet Replacement), 12.5.7 (Substituting During Preparation Periods), 12.5.8 (Peer Review and Support), 12.5.9 (Faculty Associate Stipend), 12.5.10 (Compensation for Bus Supervision), 12.5.11 (Uniform Stipends for District-Established Meetings And Trainings),

12.5.12 (Performance Incentive Awards), 12.5.13 (NBPTS/ASHA), 12.5.14 (Technology Mentor), 12.5.15 (SDC Teacher Stipend);

- Summer School (Section 12.6);
- Curriculum writing and development;
- Consulting teacher;
- Regular teaching within the school year beyond 1.0 FTE;
- Any other activity mutually agreed in writing by the Superintendent and the President of the Association as an amendment to this provision.

Both the District and the unit member shall make any contributions to STRS required by law.

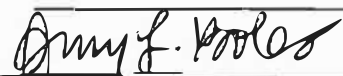
On Behalf of the District

Dated 02/19/2022



Ivan Chaidez
Assistant Superintendent,
Human Resources
Oak Grove School District

Dated: 02/19/2022



Amy L. Boles
Assistant Superintendent,
Educational Services
Oak Grove School District


On Behalf of OGEA

Dated: 3/1/2022



Maripaz Berlin
President,
Oak Grove Educators Association

Dated: _____


Kellee Humphrey
Bargaining Chair,
Oak Grove Educators Association