

**CLIENT NEWS BRIEF**

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**APPELLATE COURT UPHOLDS SCHOOL DISTRICT'S  
COMPENSATION FOR ADULT EDUCATION TEACHERS**

The California Court of Appeal ruled in Kettenring v. Los Angeles Unified School District (2008) 167 Cal.App.4th 507, that the compensation a school district paid its adult education teachers did not violate California minimum wage laws, and that the District properly classified its adult education teachers as “temporary” rather than “part-time” employees.

The Los Angeles Unified School District (“District”) pays its adult education teachers a “salary” based on the number of hours of classroom instruction performed. The teachers are not paid for additional time spent preparing lessons, grading, and performing other tasks in connection with class. Teacher Ernest Kettenring sued the District, claiming that the District does not properly compensate its adult education teachers. In particular, he alleged that the District violated State minimum wage laws, and that the adult education teachers should be paid according to the rules governing “part-time” employees.

Kettenring argued that the District violated California minimum wage laws by not compensating adult education teachers for the work they perform outside classroom instruction. California law generally requires that employees be paid at least the minimum wage for each hour worked. However, there is a “professional exception” to this rule for licensed teachers who earn a monthly “salary” of at least two times the minimum wage for full-time employment. Although the District’s adult education positions fulfilled these requirements, Kettenring argued that the adult education teachers’ compensation did not qualify for this professional exception because it was not actually a “salary.” The court held that an employee is paid on a “salary basis” if the employee receives a predetermined amount on each pay period “which is not subject to reduction because of variations in the quality or quantity of the work performed.” Even though the District’s adult education teacher compensation is based on the number of hours of classroom instruction performed, the teachers received a full salary for each week the teachers performed any work, without regard to the number of days or hours worked. Therefore, the court ruled that the District’s adult education teachers are paid on a “salary basis,” and qualify for the professional exemption from the State’s minimum wage laws.

Kettenring also argued that the District’s adult education teachers should be considered “part-time” employees under Education Code section 45025, and therefore must be paid an amount proportionate to full-time teachers. Education Code section 45025 states that a certificated employee who works less than the minimum school day is generally considered a “part-time” employee, unless the person is “classified as a temporary employee under [Education Code] Sections 44919 and [44929.25].” The District’s adult education teachers fit the definition of “temporary employee” under Education Code section 44929.25, but did not fit section 44919’s definition. Kettenring argued that unless the adult education teachers fit both definitions, they should be considered part-time employees and paid accordingly. The court disagreed, and ruled that adult education teachers need only fit one of the relevant definitions in order to be classified as “temporary employees.”

This decision clarifies the manner in which a teacher must be compensated in order to qualify for the “professional exemption” from the minimum wage law, and demonstrates that an adult education teacher need only fit one of two possible definitions to be considered a “temporary employee.” If you have any questions regarding this case, or about employee salaries in general, please contact any of our seven statewide offices.

*As the information contained herein is necessarily general, its application to a particular set of facts and circumstances may vary. For this reason, this News Brief does not constitute legal advice. We recommend that you consult with your counsel prior to acting on the information contained herein.*

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