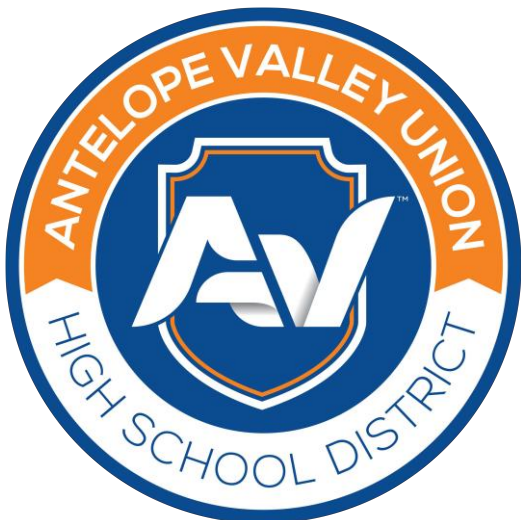


SUPPLEMENTAL AGREEMENT BETWEEN

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

ANTELOPE VALLEY TEACHER'S ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2024



AVTA APPROVED

October 19, 2023

BOARD APPROVED

October 19, 2023

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Article 3
SALARIES AND BENEFITS

- 3.0 The salary schedule for the 2023-2024 school year shall increase the 2022-2023 base salary by five percent (5%), effective July 1, 2023. The salary schedule is contained in Appendix A. Each certificated unit member employed on September 1, 2023 will receive a one-time, off-schedule payment equal to five percent (5%) of the unit member's 2023-2024 placement on their respective salary schedule.
- 3.1 Unit members shall be contracted for a total number of days of service during the regular work year not to exceed one hundred and eighty-five (185) days and new unit members initial work year shall be one hundred eighty-seven (187) days.
- 3.1.1 As part of this agreement, two (2) hours of the two-day New Bargaining Unit Member Orientation shall be set aside solely for the purposes of Association New Bargaining Unit Member Orientation.
- 3.1.2 Furthermore, new bargaining unit members beginning after the start of the school year (missing the orientation) shall be required to attend the two (2) days of Bargaining Unit Member Orientation at the first available opportunity, which would likely be at the beginning of their second year.
- 3.1.3 Returning bargaining unit members wishing to attend these two days of New Bargaining Unit Member Orientation may do so. However, it shall not be required that returning bargaining unit members attend except those new bargaining unit members who missed the orientation the previous year.
- 3.1.4 All teachers serving in a position requiring a Special Education Credential shall be entitled to receive two (2) additional contract days. These two days shall be used for mandatory training. Except in cases of bereavement, a teacher must attend the training to receive pay for these days.
- 3.1.5 Speech Language Pathologist hired on or after July 1, 2021, shall be placed on the current 7-period salary schedule beginning with Column 6, Step 6. Speech Language Pathologists shall continue to move down Column 6 based on years of service granted in accordance with Article 3.8.1. Speech Language Pathologist regular work year shall be 212 days.
- 3.1.6 Effective July 1, 2022, Nurses will be placed beginning with Column 3, Step 10 of the 6-period salary schedule. Nurses regular work year shall be 205 days.
- 3.2 Specific days on which service is to be rendered shall be determined by the adopted calendar for each work year. The calendars for the additional years of this agreement shall be determined by the District and Association. The school calendar for the additional years of the agreement shall not be adopted by the Board until after the District and Association have met and negotiated on the calendar. If the parties are unable to agree on a calendar, the Board may adopt its proposed calendar subject to continued negotiations with the Association. The work year calendar is attached as Appendix B.
- 3.3 Certain certificated employees within the bargaining unit may have extended work year contracts established by the District relative to the needs of the District; including but not limited to Community Day Class teachers, agriculture teachers, work experience teachers, guidance counselors, speech language pathologists, and full-time contract adult school teachers. Compensation for extended year contracts shall be at the unit member's regular daily rate derived by dividing the annual salary by the unit member's number of workdays specified in Paragraph 3.1.
- 3.4 Unit members may be employed for service days other than the regular work year specified in their employment contract and paid at the hourly rate of pay for such assignments and this shall not modify the

unit members' permanent or probationary employment status with the District. All such assignments are discretionary and may be filled depending upon the needs of the District and the finances available.

- 3.5 Unit members shall not be required to report for duty when schools are closed due to emergencies or inclement weather and such days shall not be considered workdays.
- 3.6 Unit members will not suffer loss in pay due to closing of school for emergencies or inclement weather.
- 3.7 In the event of emergencies or inclement weather requiring closing of school below the required one hundred eighty (180) days of student attendance, days lost shall be made up preferably on a day(s) normally scheduled to follow the last teaching day or as determined after negotiations with the Association. No additional salary will be paid to unit members for such days.

3.8 **SALARY SCHEDULE PROVISIONS**

3.8.1 Unit members employed for the first time by the District shall be granted full credit for prior teaching experience up to a maximum of twenty (20) years which shall permit maximum placement on the twenty-first (21st) step. Speech Language Pathologists shall be granted full credit for prior full-time paid service which required the possession of a Language Speech Bachelor/Master of Arts or Sciences degree or other degrees and certification authorizing service in private practice or the appropriate credential up to a maximum of twenty (20) years which shall permit maximum placement on the twenty-first (21st) step.

3.8.1.1 Effective July 1, 2015, current unit members who, when first employed by the District, were not granted up to 20 years of prior teaching experience if they had it, will be placed at the step that takes into account the unit members' prior teaching experience that exceeded 10 years but was no more than 20 years.

3.8.2 **ACCEPTABLE UNITS:** All units presented for classification placement on the certificated salary schedule must be semester unit or equivalent, verified by official records of accredited colleges or universities. Quarter units shall be converted to semester units by multiplying the quarter unit by two-thirds (2/3).

Contracts will be written in accordance with degrees and units on file in the Personnel Services Office. Acceptable units earned during the year may be offered for salary progression to be effective the start of the first semester provided the unit member submits verification of said units to the Personnel Services Office within 10 days of the start of the first semester. Exceptions to this requirement may be mutually agreed to by the District and the Association. Unit members failing to meet the deadline specified in 3.8.2 will not receive credit for salary progression until the following school year. Unit members new to the District shall provide written verification of course work beyond their bachelors within 60 days of employment/date of service.

3.8.2.1 Units earned before the granting of a bachelor's degree shall not be counted for purposes of placement on the certificated salary schedules.

3.8.2.2 Lower division units earned will not be counted for purposes of advancement or placement on the certificated schedule. If the unit member has extenuating circumstances, a conference may be held with the Assistant Superintendent, or his/her designee, for further discussion.

3.8.2.3 Only upper division and graduate units from accredited colleges or universities shall be acceptable for horizontal progression on the salary schedule. Unit members may request that salary advancement credit be given for upper division, and/or graduate, coursework proposed to be completed at an accredited college or university when the courses meet any of the following criteria:

3.8.2.3.1 Work directly related to the unit member's credential.

3.8.2.3.2 Work directly related to the unit member's primary assignment in this District.

3.8.2.3.3 Work that would clearly increase the unit member's value to this District, including, but not limited to: earning an additional credential, earning a supplementary credential, language courses to better assist site specific needs, reading specialist courses, and other courses designed to help certificated members to better assist their students.

The above provision, however, requires that Board approval be granted before the initiation of the coursework in order for credit to be granted.

3.8.2.3.4 Unit members shall attain CLAD/CTEL or equivalent state approved certification prior to requesting authorization for horizontal progression on the salary schedule.

3.8.2.4 Unit members who possess a preliminary or clear credential will be placed at a minimum on Column 3, at their appropriate step. Unit members may not advance beyond Column 2 without a preliminary or clear credential issued by the state.

Unit members who do not possess a preliminary or clear credential and are currently placed beyond Column 2 will remain at their current column until the credential is issued by the state.

3.8.2.4.1 Unit members who possess a Designated Subject Credential will be placed on the salary schedule according to the following criteria:

3.8.2.4.1.1 Unit members who possess an Initial Issuance/Partial Fulfillment Designated Subject Credential shall be placed on column one of the certificated salary schedule.

3.8.2.4.1.2 Unit members who possess Preliminary Designated Subject Credential shall be placed on column two of the certificated salary schedule.

3.8.2.4.1.3 Unit members who possess a Clear Designated Subject Credential shall be placed on column four of the certificated salary schedule.

3.8.2.4.1.4 Any movement beyond column four will require a bachelor degree, plus the appropriate extra units as defined by the current certificated salary schedule.

3.8.2.5 Unit members in possession of a valid preliminary credential may advance to Column 5 without the required Masters if they are in Column 4 and earn fifteen (15) additional units of coursework which are pre-approved by the District after 12/19/86 and the units meet the criteria in Article 3.8.2.3. Certificated Employee Request: Approval of Coursework forms shall be made available in the Personnel Services Office. Failure to gain prior approval may result in the units being excluded from consideration.

3.8.2.6 In addition to the Master's requirement exception stated above, unit members in possession of a valid preliminary credential may be placed on or advance to Column 5 and 6 if they have the MA/MS and required number of units which shall satisfy Section 3.8.2. Such units may be earned before or after the Master's program, but not used for the Master's degree. Unit members may be asked to provide the District with verification of a Master's degree course of study.

3.8.2.7 The courses must meet the criteria identified in sections 3.8.2.3.1 through 3.8.2.3.3, above.

3.8.2.7.1 Salary advancement under this section is dependent upon (1) employee submitting documentation demonstrating that the coursework requirements have been met and (2) written approval by the District. It is the responsibility of the unit member to acquire their university transcripts.

3.8.2.7.2 The pre-approval of coursework may be waived for an employee new to the District when the units meet with requirements for acceptance.

3.8.2.8 Unit members may advance to Column 6 without the required Masters if they are in Column 5 and earn or have earned seventy-five (75) additional only upper division and graduate units from accredited colleges or universities.

3.8.2.9 The possession of the preliminary or clear credential referred to in this section shall apply to unit members hired on or after 1/1/2000.

3.8.3 DISTRICT STAFF DEVELOPMENT CREDIT

3.8.3.1 Units of credit will be allowed for classification placement on the certificated salary schedule for Antelope Valley High School District-conducted staff development programs attended outside the unit member's contract day for which they do not receive hourly or stipend compensation.

3.8.3.1.1 The ratio will be one unit of credit for each fifteen hours of staff development time which has been approved by the District for staff development credit.

3.8.3.1.2 Credit will not be given when unit members attend staff development while they are on paid status as part of their contract.

3.8.3.1.3 Some staff development programs may be offered outside the unit members contracted time for hourly or stipend reimbursement. In these cases, unit members may choose either compensation or hours of credit, not both.

3.8.3.1.4 All District staff development programs will qualify for Professional Growth if they are part of the unit members approved Plan for Professional Growth.

3.8.3.2 The District will announce the number of hours of credit for each staff development program. The District will provide to the unit members verification of completion of each staff development program with the specific number of hours noted. Unit members will be responsible for compiling verification of completion and providing those to the Personnel Office in accordance with 3.8.2.

3.9 **INCREMENT:** Unit members placed in Columns 1, 2 or 3 shall not be advanced on the salary schedule beyond the following steps: Column 1 - 5th Step maximum; Column 2 - 8th Step maximum; and Column 3 - 11th Step maximum. Advancement on the salary schedule shall be at the rate of one (1) step for each year of service in the District. Unit members must serve seventy-five percent (75%) of the actual workdays in order to be eligible for the yearly increment.

3.10 **DOCTORATE:** Unit members with an earned doctorate from an accredited institution authorized to grant these degrees, upon verification to the personnel department, shall be granted a yearly stipend of \$3,500.00. Members in possession of a verifiable National Board Certification shall be granted a yearly stipend \$1,500.00 commencing upon the conclusion of the state's payments for the National Board Certification.

3.11 **CAREER INCREMENT:** Prior to the 2000-2001 school year, and beginning with the 18th year, certificated employees in Column 3, Step 10 and Columns 4, 5 and 6, Step 13, shall receive a career increment of factor .06 of Column 4, Step 1 of the salary schedule to be added to the annual contracted salary. Every 5 years thereafter, an additional career increment of .06 shall be added on a cumulative basis

to the annual contracted salary. Experience for salary placement at the time of employment shall be counted. The career increment shall be considered part of the unit members' base salary and is built into the individual cells of the salary schedule.

Commencing 2000-2001 school year and beginning with the 18th year, certificated employees in column 3, Step 10 and Columns 4, 5, and 6, Step 13, shall receive a career increment of factor .06 of Column 2, Step 3 of the salary schedule to be added to the annual contracted salary. Every 5 years thereafter, an additional career increment of .06 shall be added on a cumulative basis to the annual contracted salary. Experience for salary placement at the time of employment shall be counted. The career increment shall be considered part of the unit member's base salary and is built into the individual cells of the salary schedule.

Effective 2006-2007 school year, the longevity increments in Column 5 of the 6 period and 7 period salary schedules, will be adjusted every four (4) steps beginning with Step 23.

Effective 2007-2008 school year, the longevity increments in Column 6 of the 6 period and 7 period salary schedules, will be adjusted every four (4) steps beginning with Step 17.

Effective 2016-2017 school year, the longevity increments in Column 6 of the 6 period and 7 period salary schedules, will be adjusted every three (3) steps beginning with Step 25.

3.12 **PAYROLL:** Salary payments shall be made no later than the last day of the payroll period.

3.13 **HEALTH AND WELFARE BENEFITS**

Effective October 1, 2023, the cap on health and welfare benefits shall be \$1,585.00.

All employees in the bargaining unit are eligible for coverage from the medical plans listed under Article 3.13

- a) **Anthem Blue Cross PPO Option 1** Annual deductible \$100/\$300, 90%/10% & \$10 office visit coverage, prescriptions \$7 generic, \$25 brand; EAP program (Employee Assistance Program).
- b) **Anthem Blue Cross PPO Option 2** Annual deductible \$100/\$300; 100% coverage & \$0 office visit coverage, prescriptions \$7 generic, \$25 brand; EAP program (Employee Assistance Program).
- c) **Anthem Blue Cross PPO Option 3** Annual deductible \$300/\$600, 90%/10% & \$20.00 office visit, prescriptions \$7 generic, \$25 brand; EAP program (Employee Assistance Program).
- d) **Anthem Blue Cross PPO Option 4** Annual deductible \$2,000/\$4,000, 80%/20% & \$30.00 office visit, prescriptions \$9 generic, \$35 brand; EAP program (Employee Assistance Program).
- e) **Kaiser – Option 1** Annual deductible \$0, 100% coverage, \$0 office visit co-pay; \$5 Rx; Kaiser Vision – eye exam and \$150 towards glasses or contact lenses; Chiropractic care \$10 per visit for 30 visits per year; EAP program (Employee Assistance Program)
Kaiser – Option 2 Annual deductible \$0, 100% coverage, \$30 office visit co-pay; \$10/30 Rx; Kaiser Vision – eye exam and \$150 towards glasses or contact lenses; Chiropractic care \$10 per visit for 30 visits per year; EAP program (Employee Assistance Program)
- f) **Delta Dental Incentive Program** with a maximum of \$1,700 per employee/per calendar year. Members receive services at the 70% level for the first year, which increases 10% each calendar year with usage.

- g) **Delta DPO Plan** This plan provides a network of dentists with 100% coverage and a maximum of \$2,000 per employee/per calendar year. In addition, the plan provides for \$3,000 in orthodontic coverage for employee and eligible dependents.
 - h) **EyeMed Vision Plan** Free yearly exam, \$200 frame allowance (current plan used with Anthem Blue Cross PPO).
 - i) Provide a mutually acceptable IRC 125 program to permit unit members to utilize pretax dollars for qualified expenditures. IRC 125 contributions shall be held in an interest-bearing escrow account in order to protect the District from future shortages in the IRC 125 account. The District shall preserve that account and its interest until such time as the balance is reduced to zero. All interest accrued will be credited to this account. The District shall provide the Association with a quarterly statement for this escrow account;
 - j) **Delta Care PMI** No yearly maximum, free yearly exam, limited orthodontic benefit.
 - k) Certificated Life Insurance coverage of \$50,000. The Health and Welfare Benefits Plans are summarized in Appendix C.
- 3.13.1 Unit members regularly employed for at least one-half (1/2) time, but less than full time are eligible for prorated benefits only. Unit members regularly employed for less than one-half time are ineligible for health and welfare benefits.
- 3.13.2 Unit members who are employed subsequent to the first working day of a month shall have their health and welfare benefits commence on the first day of the month following the effective date of their employment.
- 3.13.3 Any unit member on a paid leave of absence shall receive health and welfare benefits provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in the health and welfare benefits program available to bargaining unit members. Participation is at the unit member's expense (subject to verification that the carrier will permit participation).
- 3.13.4 Any unit member who completes the school year and has served seventy five percent (75%) or more and who either resigns effective at the end of the school year, is not reemployed as a temporary teacher for the following school year, or is laid off due to a reduction in programs or decline in enrollment, shall continue to be covered under the District's health and welfare benefits program from the effective date of separation through September 30th of that year.
- 3.13.5 If an eligible unit member should die during the term of this Article, and the unit member has ten (10) or more years of service with the District upon his/her death, the District shall continue to pay the premiums of all insurance (except life) provided by this Article for the employee's spouse and eligible dependents for twelve (12) months from the date of the employee's death.

3.14 **HEALTH AND WELFARE COVERAGE FOR RETIREES AND ELIGIBLE DEPENDENTS**

- 3.14.1 Effective upon adoption by the Board of this Agreement, the District shall provide medical insurance coverage for unit member and eligible dependents, under the same terms and conditions as provided to active employees, whose employment with the District is terminated by regular retirement or who has disability allowance approved after the effective date of this Agreement, under the State Teachers' Retirement System after reaching the fifty-fifth (55th) birthday and who has completed ten (10) consecutive years of District service including paid leave to the District. For unit members hired after July 1, 2015, unit members are eligible for this benefit after reaching their fifty-fifth (55th) birthday and having completed fifteen (15) consecutive years of District service including paid leave to the District. This benefit will continue until the retired unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age sixty-five (65). Each retired unit member for whom the District provides medical insurance coverage under this section shall be eligible to continue the dental and vision plan at the member's cost.

- 3.14.2 Effective upon adoption by the Board of this Agreement, a unit member whose employment with the District is terminated by retirement or who has disability allowance approved after the effective date of this Agreement under the State Teachers' Retirement System after reaching the fifty-fifth (55th) birthday and who has completed five (5) years of service to the District, including paid leave, may maintain health insurance coverage by paying his/her own premiums. The retired unit member may maintain the health insurance coverage until the retired unit member is age sixty-five (65) or on the date the retired unit member determines to discontinue the coverage prior to age sixty-five (65).
 - 3.14.3 Effective July 1, 2000 the District will implement a MediGap Program (over 65 supplement) for certificated employees who retired during or subsequent to the 1999-2000 school year under STRS after 10 years of service with the District and are eligible for Medicare A & B. Preliminary funding for this program will be based on one percent (1%) of the 2000-01 certificated salary schedule and up to a maximum of one percent (1%) in future years. Continued funding and level of benefit will be contingent on an actuarial study conducted by the District. The District's intent is to make this program successful.
 - 3.14.4 Certificated unit members, current and active as of June 21, 2013, with ten (10) consecutive years of District service, who retire from the District under STRS or PERS, and who are eligible, or will be eligible, for MediCare A + B, shall receive the supplemental Medicare Program. Eligible participants who retire, at the time Medicare Benefits begin, receive a MediGap Benefit of \$150 per month until age 75, or may choose to receive a one-time monetary buy-out of \$5,000, on the date of their retirement, in lieu of receiving the monthly benefit.
 - 3.14.5 Certificated employees hired after June 30, 2013 will not be eligible to participate in the MediGap Program.
 - 3.14.6 In the event the Patient Protection and Affordable Care Act (PPACA) is modified, repealed or invalidated, in whole or in part, making the provision of MediGap benefits unnecessary, irrelevant or unlawful, e.g., MediGap benefits are covered by the PPACA, the parties agree to immediately meet and negotiate modifications to the District MediGap program.
- 3.15 **EXTRA DUTY PAY SCHEDULE** - Extra Duty Schedule outlined as per Appendix D.

Article 4
EMPLOYEE WORKDAY AND DUTY OBLIGATIONS

- 4.0 The Association and the District recognize that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to a workday of rigidly established length.
- 4.0.1 Unit members other than those listed in Section 4.2 below are expected to be at school fifteen (15) minutes prior to the start of their first assigned period and to be on duty after their last period assignment for a sufficient amount of time to perform their duties.
- 4.0.2 In addition to instructional duties, which the District and the Association recognize to be of primary importance, a unit member's duties include, but are not limited to, classroom or job-related responsibilities; planning, selecting and preparing materials for instruction; evaluating work of pupils; keeping records; conferring with pupils, parents, staff and administrators; supervising the work of assigned aides; attending faculty and department team meetings; participating in District-sponsored professional activities relating to the unit member's assignment; assuming responsibility for the proper use and control of District property, materials, equipment, supplies under the jurisdiction of the unit member; and participating in Back-To-School Night and other school programs.
- 4.0.2.1 Teachers shall return student/parent contact within one business day, excluding leave entitlement, weekends and vacation , during the traditional school calendar.
- 4.0.3 The District and the Association recognize that the unit members are responsible for performing their duties on an assigned or voluntary basis. The District agrees to make reasonable efforts to see that the additional duties of unit members are equitably distributed among the staff, with volunteers considered prior to making an assignment. The assignment of these duties shall be scheduled as far in advance as possible, so that the unit members may plan their instructional activities.
- 4.1 An individual unit member's daily starting and/or ending time may be adjusted after the commencement of the regular school year (to allow for 0 and 7th period offerings) provided the number of school-based hours are in accordance with this article and the change is agreed to by the unit member. The Association shall be notified ten (10) days in advance of any such change in the unit member's workday. Notification shall be sent to the current Association President at his/her District e-mail address.
- 4.2 All school work-experience teachers, program specialists, nurse, speech language pathologists, and adult education teachers shall report for work, as directed by the site administrator at the school of assignment. The standard work-week for unit members covered by this section shall be thirty-five (35) hours a week, exclusive of the lunch period. Members will also remain for a sufficient amount of time to perform the duties which are related to their normal assignment.
- 4.2.1 Beginning January 1, 2023, full-time school counselors shall be placed on the 7-period salary schedule and shall work a forty (40) hour work-week. Counselors shall report to work as directed by site administration at the school of assignment. The specific hours and days a Counselor is contracted to work will be determined by the principal, or designee, in consultation with the Counselor, and will be based on site needs, student population, etc. Counselors will be required to perform their contracted number of work days between July 1st and June 30th.
- 4.2.1.1 The specific hours and days a Nurse and Speech Language Pathologist is contracted to work will be determined by the principal, or designee, and student services administrator, in consultation with the Nurse and Speech Language Pathologist, and will be based on site needs, student population, etc. Nurses and Speech Language Pathologists will be required to perform their contracted number of work days between July 1st and June 30th.

- 4.2.1.2 Nurses will be classified as probationary employees and may attain permanent status with the District.
- 4.2.1.3. School counselors who are assigned to perform services beyond their regular workday shall be compensated at the unit member's hourly rate for each hour of such extra service provided that the extra service is substantially the same as their normal duties.
- 4.2.2 District Work Experience teachers will be placed on the 7-period salary schedule. District Work Experience teachers with more than two hundred (200) students for whom they issued work permits will receive a release period to evaluate job sites of students for whom they have issued work permits

District Work Experience teachers will evaluate job sites of students for whom they have issued work permits at least once a quarter. Proof that the job sites were evaluated will be provided to their supervisors.
- 4.2.2.1 District Work Experience teachers will be limited to seven (7) classes. A Work Experience Department will be created, with a Department Chair and a department budget. The department budget amount will be set by the District. The Department Chair will report the activities of the entire Department to a District representative; overall, the activities of the Department will be accountable to the District representative. The Work Experience teachers are responsible to report site specific work experience issues to the respective site principals. The Work Experience teachers will continue to be supervised and evaluated by their respective site principals.
- 4.2.3 Full time Virtual Academy teachers in the Academies of the Antelope Valley will be required to work a minimum of ten (10) hours, out of their total weekly duty hours, in a "resource center". Academies of the Antelope Valley/Virtual Academy teachers will have flexibility with the remainder of their work week to perform duties that are related to their normal assignment based on program needs exclusive of District requested course development. The site administrator or designee, in consultation with the teacher, will review and approve the remainder of the teacher's work week schedule. Each virtual teacher shall submit their calendar by-weekly to the site administrator. Academies of the Antelope Valley teachers shall return student/parent contact within one business day, excluding leave entitlement.
- 4.2.4 A Speech Language Pathologist Department will be created with a Department Chairperson. The Department Chairperson shall be selected as provided for in section 4.10.1. The Department Chairperson will receive a stipend as outlined in Appendix D 7.2. The Chairperson's support activities shall include, but are not limited to, preparing agenda for Speech Language Pathologists staff meetings, chair special Speech Language Pathologist committees as they arise, assist in conducting and coordinating staff development for Speech Language Pathologist staff, meet periodically with Student Services administration to discuss departmental concerns.
- 4.3 On Back-To-School night and final days, the school-based assignment hours for classroom teachers shall be equal to the hours of attendance of the students. Sites and individuals with lesser workday hours shall not be affected by this provision.
- 4.4 Full-time unit members will be assured a thirty (30) minute duty-free lunch period each workday as scheduled by the site administrator, except in emergency situations. Generally, the unit member's lunch period shall be of the same duration of time as provided for students.
 - 4.4.1 Unit members shall normally be provided a morning relief break of the same duration as the nutrition break for students, as scheduled by the site administrator.
 - 4.4.2 Special Education teachers shall be compensated at the District hourly rate for each IEP beyond eight (8) each month that they attend during their conference period.

- 4.4.3 SDC-A teachers will be provided four (4) days of release per semester to perform duties related to the creation of IEPs. SDC-A teachers shall not be permitted to use all four (4) release days in a quarter. This is not intended to apply to SDC-A teacher's duty to attend scheduled IEP meetings.
- 4.5 Unit members who are assigned or who volunteer to serve as period substitutes during conference/preparation period shall receive as compensation the hourly rate as reflected in 6.2, Hourly Rate, of Appendix D, Extra Duty Pay Schedule. Period substituting shall be defined as being any instance in which a unit member is in the supervision of students during his/her conference period.
- 4.5.1 Any unit member may become a volunteer period substitute by signing up for this duty with the appropriate site administrator at any time during the school year.
- 4.5.2 Volunteer period substitute names will be listed on a roster and the District will call on them, on a rotating basis, prior to requesting non-volunteer period substitutes.
- 4.5.2.1 District order of priority for attempting to contact volunteer substitutes:
1. A volunteer on their conference or preparation period.
 2. A volunteer on non-contracted AVUHSD time.
 3. A non-volunteer on their conference or preparation period.
- 4.5.3 Volunteer period substitutes will be obligated to substitute when asked, with exception of prior District obligation, medical appointment, personal emergency, full day absences, etc. By volunteering for the substitute list the unit member waives their rights under Section 4.5.4.
- 4.5.4 Unit members who do not volunteer to period substitute will not be asked to do so unless no volunteer substitutes are available. Anyone can be called upon to substitute if necessary. Unit members may not be required to period substitute more than seven (7) times per month.
- 4.5.5 In the event of period substitution on a block schedule day, the teacher will be paid for two (2) periods of substitution for each block period. (A block period is any period in excess of 62 minutes. A regular period is equal to 25 – 62 minutes.) This provision does not apply to sites implementing minute banking.
- 4.5.5.1 Unit members on a block schedule day who are assigned or who volunteer to serve as period substitutes during conference/prep period shall receive as compensation the hourly rate as reflected in 6.2, Hourly Rate, of Appendix D, Extra Duty Pay Schedule.
- 4.5.6 Unit members wishing to be removed from the volunteer list must make a written request one (1) month prior to their intended removal date. The one-month requirement may be waived at the discretion of the site administrator.
- 4.5.7 In the event a unit member is assigned multiple classes during one period they shall receive the district hourly rate per class for each additional class covered or they may be compensated by release time at one hour per class covered.
- 4.5.8 Volunteer substitutes selecting release time will earn one day of release time after accumulating a total of six (6) periods of substitution. Unit members who have exhausted current and accumulated sick leave and period substitute will not accumulate release time, but will receive the District's hourly rate per class for each class covered. This release time must be used during the school year it is accumulated. Release time may be used in any month following the accumulation of six (6) periods of substitution.
- 4.5.9 Subject to 4.5.12, below, unit members may use release time after accumulation of six (6) hours of period substitute credit.

- 4.5.10 Unit members not accumulating a total of six (6) hours of period substitute time, or not having requested release time by the final day of the contract year, will automatically be reverted to the hourly rate and paid on the last warrant for that year.
 - 4.5.11 Unit members may not earn more than a total of seven (7) days of release time per school year. Any additional substitution beyond that will be compensated at the regular hourly rate.
 - 4.5.12 Use of release time accumulated by period subbing must be approved by the principal or designee.
 - 4.5.13 Unit members serving in Special Education assignments will not be required to period sub during their conference period.
 - 4.5.14 In the event of a vacancy or long-term absence of a Speech Language Pathologist, the District will make every attempt to contract with a vendor to provide the necessary speech language services associated with the vacancy. If a vendor is not available to provide services, the District will first seek volunteers to temporarily oversee the caseload of the vacancy. If there are no volunteers, the District will assign the Speech Language Pathologist(s) with considerations of geography, caseload, and workload. Speech Language Pathologists will be compensated at the hourly rate. The District, in consultation with the Speech Language Pathologist, will determine the number of hours needed.
- 4.6 There shall be a ratio of five (5) teaching periods to one (1) conference/preparation period for each two-week time period for unit members with a teaching assignment. Where a teacher agrees to undertake an assignment of an additional period of teaching beyond the regular five (5) periods of teaching, such unit member shall receive additional compensation at the prorated salary which is 0.1667 times the salary for five (5) teaching periods for each day he/she actually teaches the additional period. Teachers who are absent on a medical leave for more than fifteen (15) consecutive days shall not be paid their “extra duty” 1/6th and/or 1/7th assignment beginning on their sixteen (16th) day of absence, for the duration of their medical leave. All regular assignments shall include at least one (1) conference/preparation period during each regular school day. If the District determines that there is a need for an overall increase in the number of semester class sections, the District will give notice thereof to the Association.
- 4.6.1 General education teachers at comprehensive school sites assigned more than three (3) different core content course curricula (English, Math, Science and Social Studies) per semester, shall receive a stipend in the amount of \$2,000.00 per semester for each additional course curricula assigned. See approved course list in Appendix J.
 - 4.6.2 The following classifications shall be compensated on the 7-period work schedule: Independent Study teachers, CDC teachers, Continuation School teachers, On-Site Continuation teachers, and Counselors.
 - 4.6.2.1 Where a teacher agrees to undertake an assignment of an additional period of teaching beyond the regular six (6) periods of teaching, such unit member shall receive additional compensation at the prorated salary which is 0.1428 times the salary for six (6) teaching periods for each day he/she actually teaches the additional period and for each day he/she is scheduled to teach the additional period but is absent on a paid leave. All regular assignments, as determined by master schedule need, shall include one conference/preparation period during each regular school day. If a teacher’s schedule includes an “off-period” (period without students assigned), that period remains the teacher’s time. This does not preclude a teacher from accepting an additional assignment at the above prorated salary rate (1/7th). The school site will make a reasonable effort to schedule the “off-period” during 1st and 8th period.
- 4.7 One-Sixth assignments shall be distributed according to the following priorities:
- a) Program needs.
 - b) Master Schedule considerations may limit the period in which a section is offered and/or the manner in which sections may be moved or rearranged.

- c) Credential authorization.
- d) The District shall, where possible, give priority to teachers who are already teaching within a department which is adding sections.
- e) Recency of experience in teaching the content of the section.
- f) Seniority of unit members.

4.7.1 Prior to the commencement of the first semester of each school year, One-Sixth assignments shall first be offered to permanent unit members.

4.7.2 A unit member who does not receive a Satisfactory Overall Evaluation notation on the Teacher Summative Evaluation, is not eligible for a 1/6th assignment or extra duty pay until such time as the unit member achieves an overall “satisfactory” evaluation. This language shall not apply to members who are on an Improvement Plan based solely on Standard 6 of the Summative Evaluation. Language regarding 1/6th assignments shall not apply to unit members whose employment structure is based on the 7-period salary schedule.

4.8 Unit members shall not be required to sign in or out at the beginning or at the end of the workday. However, before leaving campus during the unit member's school-based assignment hours, the unit member must receive approval from the site administrator, or his designee. The unit member's lunch period is specifically excluded from the school-based assignment hours. Unit members may be required to sign in and out during professional development and training days to monitor attendance.

4.8.1 During instances in which the District offers virtual professional development or training days, unit members may attend from an off-campus location.

4.9 Faculty meetings shall be held no more than once a month lasting no longer than one (1) hour, exclusive of emergency situations. Site administration may schedule faculty meetings to take place before or after the school day. Site administrators shall use their best efforts to post and distribute the faculty meeting and make-up faculty meeting schedules for each semester within the first two (2) weeks of each semester. Except for emergencies, unit members shall be notified three (3) days in advance of faculty meetings that are not part of the posted semester schedule so that unit members may plan accordingly. Unit members may submit a proposed agenda for consideration by the site administrator. Emergency is defined in this subsection to mean an unforeseen circumstance of such a serious or severe nature that it could not be conveyed in written form and that requires immediate attention.

4.10 **DEPARTMENT ORGANIZATION**

4.10.1 Selection of Department Chairpersons

4.10.1.1 **ELIGIBILITY**

4.10.1.1.1 Permanent status in the District is preferred.

4.10.1.1.2 Candidates shall be currently teaching in the department.

4.10.1.2 **SELECTION**

4.10.1.2.1 Under the guidance of the Principal's designee, department chairpersons shall be elected by a majority of the department, subject to final approval by the Principal and the Board of Trustees.

4.10.1.2.2 The number of votes cast by each unit member shall equal the number of periods taught in the department or area and shall be by secret ballot. Should the unit members fail to hold an election, or they make no recommendation, the Principal shall make the appointment. For purposes of voting for department chairpersons, all sections falling within a department shall count including ROP and other specially funded classes.

4.10.1.2.3 Unit members on leave at the time of an election may participate in an election in accordance with their assignment at the time that the leave was granted.

4.10.1.2.4 There will be up to fourteen (14) department chairperson positions at each comprehensive high school. Principals, or designee, will determine the configuration and distribution of these assigned positions, including which departments will exist and which will be elected in even and odd years. One-half of all department chairs shall be elected each year and chairs shall serve two years with the term of office to begin the first day of second semester.

Each comprehensive high school will maintain the following department chairperson positions: English/Language Arts, Mathematics, Science, Social Science, Foreign Language, Special Education, and Visual and Performing Arts.

4.10.1.2.5 The Principal's designee shall submit the results of the elections to the Principal by December 15th of each year. In the event the principal does not concur with the department's selection, he/she shall inform the department and request another candidate.

4.10.1.2.6 The Principal shall submit the candidate's names to the Superintendent for approval by the Board.

4.10.1.2.7 The final approval for all department chair positions rests with the Board.

4.10.1.3 **TERM OF OFFICE**

4.10.1.3.1 The department chairperson shall serve a term of office equal to two (2) consecutive school years commencing at the beginning of the second semester.

4.10.1.3.2 Department chairpersons are eligible to serve additional or consecutive terms of office.

4.10.1.3.3 Nothing in this article shall prohibit a department chairperson from resigning or being recalled by procedures similar to the election process before the end of a unit member's term of office. Final decisions in such matters rest with the Principal and Board.

4.10.2 **RESPONSIBILITIES**

4.10.2.1 The department chairperson's prime responsibility is to foster the achievement of the necessary climate for effective teaching and learning and to serve as a communications link between unit members and the principals.

4.10.3 **EVALUATION PROCEDURE**

4.10.3.1 Each February of the year the department chairperson is elected, he/she shall meet with the principal, or designee, and review the department chairperson's job description and establish goals for the remainder of the year. This shall be followed by a review of those goals at the commencement of the following two (2) school years.

- 4.10.3.2 The principal or designee shall be responsible for the ongoing evaluation of department chairpersons.
- 4.10.3.3 Department chairpersons with an unsatisfactory evaluation in that role shall be notified in writing and given a minimum of thirty (30) school days to correct such areas of deficiency. This should precede, when possible, the next election date for the department.
- 4.10.3.4 In the event that the deficiencies are not corrected to the satisfaction of the principal, the chairperson shall be removed from office at the end of the thirty-day (30) period.

4.10.4 DUTIES OF THE DEPARTMENT CHAIRPERSON

- 4.10.4.1 The department chairpersons are directly responsible for the discharge of their duties and are accountable to the Principal or administrator as specified in the organizational plan of the individual schools.
- 4.10.4.2 The following is a list of department chairperson’s responsibilities and duties in that role that are to be used as a guide for principals in the development of job specifications that meet the needs of the individual schools and these shall be the basis for performance evaluation as a department chair.
 - 4.10.4.2.1 Call and chair a minimum of one (1) department meeting each month outside of normal work hours.
 - 4.10.4.2.2 Arrange for the taking and distribution of accurate minutes for all department meetings. Distribution shall include the principal or supervising administrator.
 - 4.10.4.2.3 Approve and coordinate requisitions and purchasing of necessary department supplies, equipment, textbooks, etc., originating from within the department.
 - 4.10.4.2.4 Maintain records as necessary to ensure that requisitions recommended for approval are within department allocations.
 - 4.10.4.2.5 Present department textbook recommendations to District level task force.
 - 4.10.4.2.6 Coordinate departmental recommendations for supplementary materials, and/or instructional hardware to facilitate program needs, and submit to administration as appropriate for purchase considerations.
 - 4.10.4.2.8 Maintain an inventory of equipment and materials assigned to the department.
 - 4.10.4.2.9 Delegate tasks when necessary to appropriate members of the department.
 - 4.10.4.2.10 Lead department members in developing, implementing and revising curriculum guidelines. Facilitate professional dialogue utilizing data gathered from the administration of District developed benchmark exams.
 - 4.10.4.2.11 Assist department members in the understanding and achievement of District goals and objectives for each course offered by the department.

- 4.10.4.2.12 Advise the administration of department needs in the areas of curriculum, personnel, scheduling (assigning students to appropriate learning levels), class size, selection of texts, supplementary materials and equipment.
- 4.10.4.2.13 Stimulate and encourage reading within the department of professional journals and pertinent written materials in order to remain current in each field.
- 4.10.4.2.14 Encourage department members to experiment with new and better ways of reaching department objectives, meeting students' needs and implementing and adhering to the curriculum.
- 4.10.4.2.15 Represent the school at District-wide curriculum meetings called by the Assistant Superintendent, Educational Services or his/her designee during or after school hours and provide leadership in the development of the curriculum process as approved by the Board.
- 4.10.4.2.16 Serve as a Team Leader on the District Content Task Force in the development and/or revision of curriculum.
- 4.10.4.2.18 At the close of each school year present a brief written annual report to the principal or administrator highlighting the accomplishments of the department for the year, listing current needs and outlining the plans for future development to be considered in goal setting in the subsequent year.
- 4.10.4.2.19 Assisting Department Members:
 - 4.10.4.2.19.1 The department chairperson shall observe a department member at the request of the department member.
 - 4.10.4.2.19.2 The department chairperson shall be provided with release time for such observations.
 - 4.10.4.2.19.3 Within five (5) days after such an observation, the department chairperson shall meet with the unit member involved and discuss the observation. At that time the department chairperson may give the unit member verbal recommendations, commendations and suggestions.
 - 4.10.4.2.19.4 As a natural extension of the possible involvement of the department chairperson in the interview and selection process, he/she is to be given the necessary release time to provide unit members with the assistance and support needed in the development of effective teaching skills.

4.10.5 Alternative Education Programs Department Chairs (DWHS, RRPHS, CDS)

- 4.10.5.1 Alternative Education Programs may have a total of seven (7) fully funded Department Chair positions as listed below:
 1. Counseling
 2. Special Education
 3. English

4. Social Studies
5. Math
6. Science
7. Physical Education
8. Instructional Technology
9. Visual & Performing Arts
10. Behavioral Science / Foreign Language /Home Economics
11. CDS

4.10.5.2 Subject specific Department Chairs shall be responsible for disseminating materials to all persons teaching in their subject(s) area(s). This may be done by personal contact, FAX, E-mail, memo, etc.

4.10.5.3 CDS Department Chairs shall be responsible for representing the concerns of their respective staffs at Alternative Program Department Chair meetings and to subject area Department Chairs as appropriate.

4.10.5.4 The term of office and elections shall be according to 4.10.1.3

4.11 **ACADEMY COORDINATORS**

4.11.1 **SELECTION OF ACADEMY COORDINATORS**

4.11.1.1 **QUALIFICATIONS**

4.11.1.1.1 A minimum of three years teaching experience in the District is preferred, but others may be considered depending on the circumstances at the discretion of the District.

4.11.1.1.2 A broad knowledge of the academic areas within the Academy and teaching experience in those areas is preferred.

4.11.1.2 **SELECTION**

4.11.1.2.1 Once an Academy plan is approved by the District, the position of Academy Coordinator shall be posted.

4.11.1.2.2 Applications shall be submitted to the principal or principal's designee.

4.11.1.2.3 Under the guidance of the Principal's or designee, academy coordinators shall be selected by interview. The interview panel will consist of at least three (3) members including site and career technical administration.

4.11.1.2.4 The Academy Coordinator shall serve for a term of two consecutive school years. Academy Coordinators may serve for additional or consecutive terms, if selected.

4.11.1.2.5 Nothing shall prohibit an Academy Coordinator from resigning or being removed according to procedures in the Evaluation Section 4.11.2.

4.11.2 **EVALUATION OF ACADEMY COORDINATORS**

4.11.2.1 Evaluation of the Academy Coordinators will be accomplished under the evaluation article of this Agreement. The Academy Coordinator evaluation will be a distinct evaluation separate from the Academy Coordinator's regular evaluation, and it shall

be based upon stated Academy Coordinator goals and objectives developed at the onset of the year.

4.11.2.2 The principal or designee shall be responsible for the ongoing evaluation of Academy Coordinators.

4.11.2.3 Academy Coordinators with an unsatisfactory evaluation in that role shall be notified in writing and given a minimum of thirty (30) school days to correct such areas of deficiency.

4.11.2.4 In the event that the deficiencies are not corrected to the satisfaction of the Principal, the Academy Coordinator shall be removed from office at the end of the thirty-day (30) period.

4.11.3 DUTIES OF THE ACADEMY COORDINATOR

4.11.3.1 The Academy Coordinators are directly responsible for the discharge of their duties and are accountable to the Principal or Principal's designee as specified in the organizational plan of the individual schools.

4.11.3.2 The following is a list of Academy Coordinator's responsibilities and duties in that role that are to be used as a guide for Principals in the development of job specifications that meet the needs of the individual schools and these shall be the basis for performance evaluation as an Academy Coordinator.

4.11.3.2.1 Call and chair Academy meetings as needed.

4.11.3.2.2 Arrange for the taking and distribution of accurate minutes for all Academy meetings. Distribution shall include the Principal and other administrators as requested.

4.11.3.2.3 Approve and coordinate requisitions and purchasing of necessary Academy supplies, equipment, books, etc. originating from within the Academy.

4.11.3.2.5 Coordinate Academy recommendations for supplementary materials, including instructional hardware necessary to facilitate program needs, and submit to administration as appropriate for purchase considerations.

4.11.3.2.7 Maintain an inventory of equipment and materials assigned to the Academy.

4.11.3.2.8 Delegate tasks when necessary to appropriate members of the Academy.

4.11.3.2.9 Review, revise, and develop curriculum as needed to ensure the academy's course sequence addresses the academy requirements.

4.11.3.2.10 Assist Academy members in the understanding and achievement of District goals and objectives for each course offered by the Academy.

4.11.3.2.11 Advise the site and career technical administration of Academy needs in the areas of personnel, scheduling (assigning students to appropriate learning levels), class size, supplementary materials, and equipment.

4.11.3.2.12 Attend Site Leadership, Department Chair, and Career Technical Department meetings as required.

- 4.11.3.2.13 Represent the school at District wide meetings called by the Assistant Superintendent Educational Services, or his/her designee, during or after school hours. Provide leadership in the development of the Academy approved by the Board.
- 4.11.3.2.14 Assist in the interviewing and selection-personnel of the Academy.
- 4.11.3.2.15 At the close of each school year, present a brief written annual report to the Principal and Director of Career Technical Education highlighting the accomplishments of the Academy for the year, listing current needs, and outlining the plans for future development to be considered in goal setting in the subsequent year.
- 4.11.3.2.16 Facilitate the integration of core and technical content with the academy team.
- 4.11.3.2.17 Coordinate and supervise community and work-based learning Academy program components during school and after school hours as required.
- 4.11.3.2.18 Attend applicable industry and community group meetings to create awareness and share academy progress.

4.11.4 **COMPENSATION FOR ACADEMY COORDINATOR**

- 4.11.4.1 Compensation for District approved Academy Coordinators shall be as outlined below:

1 to 250 students: Academy Coordinators will receive a 1/6th assignment or one (1) release period, and will be placed on a 200 day contract.

251 to 450 students: Academy Coordinators will receive a 1/6th assignment and one (1) release period, and will be placed on a 200 day contract.

451 students and above: Academy Coordinators will receive a 1/6th assignment and two (2) release periods, and will be placed on a 200 day contract.

To be considered a student in the Academy for purposes of the Academy Coordinator receiving the above compensation, a student must be enrolled as an accepted Academy member.

4.12 **ALTERNATIVE SCHOOLS**

Alternative schools shall include continuation schools (i.e., Desert Winds High School) and community day schools (i.e., Phoenix High School).

- 4.12.1 Unit members who are hired or transferred to an Alternative School position shall be granted one (1) day of in-service at the site. Such in-service shall be done before the unit member assumes teaching responsibilities.
- 4.12.2 Unit members assigned to Alternative Schools shall be required to attend Back to School Night activities in a manner similar to other unit members, if Back to School Night is held at their school. If Community Day School (CDS) has a Back to School Night on a non-minimum day, the District will compensate unit members at their hourly rate for the number of hours required in attendance at the Back to School Night function.

- 4.12.3 No Alternative School unit member shall be requested to assume administrative duties in the absence of the Principal or Vice-Principal while at the same time being required to perform regular teaching duties.
- 4.12.4 Each type of alternative school shall be considered a distinct and separate school for purposes of vacancies, transfers and reassignment. This includes classroom teachers and counselors.
- 4.12.5 If an alternative school has more than one site, it shall be considered one school with satellite campuses. Movement from campus to campus shall be treated as room assignments as on a comprehensive campus. Involuntary reassignments to a satellite campus will be based on program needs or other special situations. Consideration will be given to unit members who were granted site specific assignments.

4.13 **STUDENT SUPPORT SERVICES DEPARTMENT ORGANIZATION**

4.13.1 **SELECTION OF HEAD COUNSELORS**

Head Counselors will receive a ratio of 1.18 (see Appendix D). The District assumes no responsibility or liability if STRS determines that the Head Counselor's retirement credit is inappropriate and non-compliant with STRS regulations due to the receipt of the ratio. The District will select each Head Counselor from their respective sites.

4.13.1.1 **ELIGIBILITY**

Candidates for head counselor will hold a valid, Clear Professional Pupil Personnel Services Credential and have a minimum of three years counseling experience in the District. Other unit members with a valid Pupil Personnel Services Credential may be considered depending on the circumstances at the discretion of the District.

A Head Counselor will be assigned to each Comprehensive Site and to each Alternative Education Site that has more than one (1) campus and/or where more than one (1) counselor is assigned.

4.13.1.2 **SELECTION**

4.13.1.2.1 Under the guidance of the Principal's or designee, head counselors shall be selected by interview. The interview panel will consist of at least three (3) members including certificated staff and administration.

4.13.1.2.2 The Principal shall submit the candidate's names to the Superintendent for approval by the Board.

4.13.1.2.3 The final approval for all head counselors rests with the Board.

4.13.2 **RESPONSIBILITIES**

4.13.2.1 The head counselor's prime responsibility is to foster the achievement of all students to reach their full potential in the academic, personal-social and college-career domains and to serve as a communications link between unit members and the principal.

4.13.2.2 Participate as a member of the school leadership team and provide such input as is appropriate as an educational leader of the school.

4.13.3 **DUTIES OF THE HEAD COUNSELOR**

- 4.13.3.1 The head counselors are directly responsible for the discharge of their duties and are accountable to the Principal or assistant principal as specified in the organizational plan of the individual school.
- 4.13.3.2 The following is a list of head counselor's responsibilities and duties in that role that are to be used as a guide for principals in the development of job specifications that meet the needs of the individual schools and the school's comprehensive guidance and counseling program. These shall be the basis for performance evaluation as a head counselor.
 - 4.13.3.2.0 Coordinate and manage the delivery of services through the Student Support Services program including Academic, Personal-Social and College-Career Domains.
 - 4.13.3.2.1 Call and chair a minimum of at least one (1) department meeting each week.
 - 4.13.3.2.2 Arrange for the taking and distribution of accurate minutes for all department meetings. Distribution shall include the principal, assistant principal, assistant superintendent of student services and any other interested parties.
 - 4.13.3.2.3 Approve and coordinate requisitions and purchasing of necessary department supplies, equipment, and supplemental materials from within the department.
 - 4.13.3.2.4 Maintain records as necessary to ensure that requisitions recommended for approval are within department allocations.
 - 4.13.3.2.5 Coordinate departmental recommendations for supplementary materials and submit to administration as appropriate for purchase considerations.
 - 4.13.3.2.6 Maintain an inventory of equipment and materials assigned to the department.
 - 4.13.3.2.7 Delegate tasks when necessary to appropriate members of the department.
 - 4.13.3.2.8 Lead department members in developing, implementing and revising the comprehensive guidance and counseling program.
 - 4.13.3.2.9 Assist department members in the understanding of District and Site Vision and Mission and achievement of District and Site specific goals for guidance and counseling that meet the National Standards for School Counseling of the American School Counselor Association.
 - 4.13.3.2.10 Advise the administration of department needs in the areas of personnel, scheduling, supplementary materials, equipment and training.
 - 4.13.3.2.11 Encourage attendance at workshops and the reading within the department of professional journals and pertinent written materials in order to remain current in each field.
 - 4.13.3.2.12 Encourage department members to experiment with new and better ways of reaching department objectives, meeting students' needs and

implementing and adhering to the national standards for school counseling.

- 4.13.3.2.13 Represent the school at District-wide guidance and counseling meetings called by the Assistant Superintendent, Student Services or his/her designee during or after school hours and provide leadership in the development of the comprehensive guidance and counseling program.
- 4.13.3.2.14 Assist in the interviewing and selection of counselors, pupil service technicians, guidance clerks, and other personnel for the department.
- 4.13.3.2.15 In collaboration with administration, provide supervision for Counseling Interns.
- 4.13.3.2.16 Coordinate new student registration program and returning student course selection process.
- 4.13.3.2.17 At the close of each school year present a brief written annual report to the principal or assistant principal highlighting the accomplishments of the department for the year, listing current needs and outlining the plans for future development to be considered in goal setting in the subsequent year.
- 4.13.3.2.18 Assisting Department Members:
 - 4.13.3.2.18.1 The head counselor shall observe a department member at the request of said department member for the purpose of providing constructive feedback.
 - 4.13.3.2.18.2 Within five (5) days after such an observation, the head counselor shall meet with the unit member involved and discuss the observation. At that time the head counselor may give the unit member verbal recommendations, commendations and suggestions.
 - 4.13.3.2.18.3 As a natural extension of the possible involvement of the head counselor in the interview and selection process, he/she is to be given the necessary release time to provide unit members with the assistance and support needed in the development of effective counseling skills.
 - 4.13.3.2.18.4 In the spirit of collaboration, head counselors will provide feedback to the principal or assistant principal on the performance of department members.

4.14 EVALUATION PROCEDURES FOR HEAD COUNSELOR

- 4.14.1 Each September the head counselor shall meet with the principal and review the Head Counselor's position description and establish goals for the remainder of the year.
- 4.14.2 The principal or designee shall be responsible for the ongoing evaluation of the Head Counselor.
- 4.14.3 Head Counselors with an unsatisfactory evaluation in that role shall be notified in writing and given a minimum of thirty (30) school days to correct such areas of deficiency.

- 4.14.4 In the event that the deficiencies are not corrected to the satisfaction of the principal, the Head Counselor shall be removed from office at the end of the thirty-day (30) period.

4.15 SPECIAL EDUCATION TEACHERS ON SPECIAL ASSIGNMENT (TSA)

4.15.1 SELECTION OF SPECIAL EDUCATION TSA's

4.15.1.1 QUALIFICATIONS

- 4.15.1.1.1 At a minimum, possession of a preliminary credential authorizing the holder to teach special education.
- 4.15.1.1.2 A minimum of three years special education teaching experience in the District is preferred, but others may be considered depending on the circumstances at the discretion of the District.
- 4.15.1.1.3 A broad knowledge of special education.

4.15.1.2 SELECTION

- 4.15.1.2.1 Applications shall be submitted to the principal or principal's designee.
- 4.15.1.2.2 A committee consisting of Principal or designee, Student Services representative, Counselor and Special Education teacher shall interview applicants and make a recommendation to site Principal.
- 4.15.1.2.3 The TSA's term shall be from July 1 through June 30. The TSA shall serve for three (3) consecutive school years. TSA's may serve for additional years if selected.
- 4.15.1.2.4 Nothing shall prohibit a TSA from resigning or being removed according to procedures in Section 4.15.2, Evaluation of Special Education TSA's.

4.15.2 EVALUATION OF SPECIAL EDUCATION TSA's

- 4.15.2.1 Evaluation of the TSA's will be accomplished under the evaluation article of this Agreement. The TSA's evaluation will be a distinct evaluation and it shall be based upon the performance of their duties outlined in 4.15.3.
- 4.15.2.2 The principal or designee shall be responsible for the ongoing evaluation of TSA's.
- 4.15.2.3 TSA's with an unsatisfactory evaluation in that role shall be notified in writing and given a minimum of thirty (30) school days to correct such areas of deficiency.
- 4.15.2.4 In the event that the deficiencies are not corrected to the satisfaction of the Principal, the TSA shall be removed from that position at the end of the current semester, unless, in the Principal's discretion, the TSA must be immediately removed. The unit member who replaces a TSA who has resigned or been removed from their position shall serve out the remainder of the TSA's current term.

4.15.3 DUTIES OF THE SPECIAL EDUCATION TSA

- 4.15.3.1 Consults with Department Chair and Sped Vice Principals to monitor caseloads of Special Education Department.

- 4.15.3.2 Oversee caseload of student on watch and consult.
- 4.15.3.3 Attend and advise feeder schools as to recommendations at 8th grade IEP's.
- 4.15.3.4 Trains a team of SPED teachers to support 8th grade transition to HS IEP's.
- 4.15.3.5 Attendance as Admin designee at annual IEP's for the SPED department.
- 4.15.3.6 Collaboration with counseling and administration regarding registration process for SPED students.
- 4.15.3.7 Work with SPED department chair on relaying of information from district SPED office to staff.
- 4.15.3.8 Conduct on-site training for SPED department.
- 4.15.3.9 Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems.
- 4.15.3.10 Communicate with parents and school staff on the individual student's progress for students on their caseload.
- 4.15.3.11 Liaison to general education staff to assist with staff development needs to support collaboration and inclusion strategies.
- 4.15.3.12 Assist collaboration team with communication among stakeholders (student, parents, staff, community).
- 4.15.3.13 Work with new teachers on IEPs, implementation of IEPs and caseload responsibilities that pertain to the IEP.
- 4.15.3.14 Pull data fro upcoming IEPs, overdue IEPs and unsigned IEPs, and collaborate with the Sped Vice Principal to help identify what needs to be done.
- 4.15.3.15 Work with case carriers on making sure Progress Reports are completed in a timely manner for their caseload.
- 4.15.3.16 Write Interims for incoming students who come from out of the district and identify their services needs from their previous district to the AV Union HS District.
- 4.15.3.17 Collaborate with counselors on helping to identify the Special Education classes students need per their IEP.
- 4.15.3.18 Create training for case carriers based on identified areas of need for improving IEPs.
- 4.15.3.19 Complete caseload numbers by pulling data from PowerSchool the first five weeks of the school year and provide it to the Director of Special Education.
- 4.15.3.20 Complete projections for special education students by setting and grade level for the Director of Special Education.
- 4.15.3.21 Work with case carriers on getting IEPs signed, and problem solving situations that arise with getting the signature from the Ed Rights Holder for IEPs to be compliant.
- 4.15.3.22 Connect service providers with case carriers and students to ensure services are provided as identified by the IEP.

- 4.15.3.23 Identifying where students who were identified to attend their school of residence are, if they are not attending their current school of residence.
- 4.15.3.24 Transfer information from previous districts into the current IEP program so that it matches with services provided from the AV Union HS District.
- 4.15.3.25 Create a CALPADS transaction for every student enrolling in the AV Union HS District.
- 4.15.3.26 Collaborate with the Assistant Principal and Department Chair to help identify classes that need to exist as well as help identify teacher positions that are needed.
- 4.15.3.27 Collaborate with the stakeholders to make sure that if an infraction occurs that a student's IEP is being considered before decisions are made.
- 4.15.3.28 Receives supervision pursuant to the evaluation process.

4.15.4 **COMPENSATION FOR SPECIAL EDUCATION TSA's**

- 4.15.4.1 Special Education TSA's shall be placed on the 7-period salary schedule and given a contract of 197 days.
- 4.15.4.2 Special Education TSAs shall not be the administrative designee for manifestation, initial, and triennial IEPs.
- 4.15.4.3 Special Education TSAs will be authorized for up to twenty (20) hours paid at the district hourly rate each semester to cover meetings scheduled outside of their contractual day.

ARTICLE 6
VACANCIES, REASSIGNMENTS AND TRANSFERS

- 6.0 **Definitions:** For purposes of this article, the following definitions shall be used:
- 6.0.1 **Vacancy:** A regular certificated unit position to which no current probationary or permanent unit member is assigned, and which the District intends to fill.
 - 6.0.2 **Reassignment:** A change, either district or unit member initiated, within a unit member's authorizing credential (e.g., English, math, science) at the same site.
 - 6.0.3 **Job Classifications:** The following are job classifications: classroom teacher, counseling, library media, program specialist, special education TSA, school nurse, Speech Language Pathologist, Independent Study teacher, On Campus Continuation school teacher, Continuation School teacher, Community Day School teacher, Academies of the Antelope Valley teacher, and SOAR teacher.
 - 6.0.4 **Transfer:** A change, either district or unit member initiated, from one site to another, within the same job classification.
 - 6.0.5 **Seniority:** Seniority shall refer to the total number of consecutive years of certificated service to the District. In circumstances involving layoffs, seniority shall be defined pursuant to Education Code section 44848.
- 6.1 **Reassignment/Transfer:** The District retains the right to involuntarily reassign and/or transfer unit members, at any time, consistent with the terms and requirements of this Article. The District's right to reassign and/or transfer unit members is not limited to vacant positions.
- 6.2 **Openings/Vacancies:** The District shall have the sole authority to determine when and where an opening exists for purposes of declaring an opening at a school site or that a vacancy exists. Vacancies will be filled according to the procedures contained in this Article.
- 6.3 **Reassignment:** Reassignments may be either voluntary (unit member initiated) or involuntary (District initiated) and shall be in accordance with the following procedures.
- 6.3.1 Voluntary Reassignment.
 - 6.3.1.1 During the second semester of each school year, unit members, including teachers on special assignment, shall be given the opportunity to request a voluntary reassignment on the Assignment Preference form for the following school year. If a voluntary reassignment request is denied, the unit member may request the reasons for the denial be provided, in writing, within ten (10) work days.
 - 6.3.1.2 The site administrator responsible for developing the master schedule at each school shall meet and confer with the various site specialists before making reassignments to the unit members in that school. The administrator responsible for making the master schedule shall consider individual unit member's preferences and the site specialists, including Department Chairs, recommendation in making these reassignments, and in accordance with the provisions of section 6.3.3, Criteria for Reassignment.

6.3.2 Involuntary Reassignment.

- 6.3.2.1 The principal, or his/her designee, may initiate an involuntary reassignment effective for the next school year. The reassignment shall be in accordance with the provisions of section 6.3.3, Criteria for Reassignment.
- 6.3.2.2 Involuntarily reassignments may occur at any time. The District will use its best efforts to provide the unit member written notice of the involuntary reassignment no later than the last day of school. Upon request, the unit member may request that the reasons for the involuntary reassignment be provided, in writing, within ten (10) work days.
- 6.3.2.3 An individual unit member who is dissatisfied with his/her reassignment may consult with the site principal. If the unit member and the principal reach agreement regarding the unit member's reassignment, the matter shall be deemed concluded.
- 6.3.2.4 In cases where the unit member and the site principal disagree as to a unit member's reassignment, the unit member may request a conference with the Assistant Superintendent, or his/her designee, to discuss the reassignment prior to implementation of the final decision.
- 6.3.2.5 Reassignments shall not be made on arbitrary, capricious or discriminatory grounds or for disciplinary reasons.
- 6.3.2.6 Mid-year reassignments of unit members to meet unanticipated needs as a result of changes in enrollment, changes in graduation requirements, or changes in the composition of the bargaining unit due to retirements, resignations, dismissals or leave, may be made by the site administrator for the balance of the school year after consultation with the site specialists and affected unit member(s).

6.3.3 Criteria for Reassignment:

- 6.3.3.1 The Association and the District recognize that a number of facts must be considered by the administrator in making a decision regarding an individual unit member's reassignment. The District's goal is to develop and maintain the best educational program at each school given the resident student population and faculty resources at each school. To accomplish this goal, flexibility in making reassignments is necessary.
- 6.3.3.2 In making the decisions necessary to meet the needs of the students, while at the same time giving due regard to the interests of each unit member, consideration should be given to factors which include, but are not limited to, unit member preferences, recent teaching experience, credentials, training, seniority and opportunity for professional growth.
- 6.3.3.3 Where all criteria considered are deemed equal by the District between two or more unit members who may be subject to involuntary reassignment, the unit member with the least amount of seniority in the District, as defined for this Article, will be reassigned.

6.4 **Transfer:** Transfers may be either voluntary (unit member initiated) or involuntary (District initiated) and shall be in accordance with the following procedures.

6.4.1 Unit Member Initiated (Voluntary) Transfer

- 6.4.1.1 A unit member's request for transfer shall be submitted on the Certificated Transfer Request Form, along with a current resume. The transfer request forms and resume shall be filed with the District Personnel Services Office.
 - 6.4.1.1.1 A unit member must have received an overall satisfactory evaluation on their most recent evaluation to be eligible to voluntarily transfer to a vacancy.
- 6.4.1.2 Unit members may file a request for transfer within their classification for general consideration for the following school year in the District Personnel Services Offices each year from December 1st until February 15th.
 - 6.4.1.2.1 The request shall include preference of assignment, location desired, and the unit member's current resume.
 - 6.4.1.2.2 Such requests shall be considered for vacancies occurring the subsequent school year up to the completion of the second (2nd) week of the following school year and shall be invalid thereafter.
 - 6.4.1.2.3 The unit member must be available for an interview upon reasonable notice.
- 6.4.1.3 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request in order to discuss the reasons for the denial. These reasons shall be put in writing to the unit member within ten (10) working days, if requested by the unit member.

6.4.2 District Initiated (Involuntary) Transfer

- 6.4.2.1 The District may initiate a unit member transfer to any school within the District to meet the needs of the District.
- 6.4.2.2 All unit members who are being considered for District initiated transfers shall be informed. Prior to the recommendation for transfer, the unit member being considered shall be given an opportunity to meet with an administrator of the sending school. If the unit member so requests, a conference shall be held with the Assistant Superintendent, or his/her designee, to discuss the transfer.
- 6.4.2.3 Unit members who are involuntarily transferred or whose position has been relocated due to changes in pupil enrollment or other staffing considerations, shall be given priority consideration for return to their original work location.
- 6.4.2.4 Involuntary transfers shall not be made on arbitrary, capricious or discriminatory grounds or for disciplinary reasons.
- 6.4.2.5 Unit members who are involuntarily transferred may request the reasons for the transfer be provided, in writing, within ten (10) work days.
- 6.4.2.6 Unit members who have been involuntarily transferred shall not be eligible to voluntarily transfer back to their previous site, from which they were transferred, for twelve (12) calendar months from transfer date, without consent of the receiving site administrator. This prohibition shall not apply to unit members who are involuntarily transferred or whose position has been relocated due to changes in pupil enrollment or other staffing considerations.

6.5 **Vacancies:**

6.5.1 As noted in section 6.2, the District shall have the sole authority to determine when and where there's an opening or that a vacancy exists. The District shall decide whether an opening or vacancy exists for any certificated positions. The Assistant Superintendent, or his/her designee, may fill an opening and/or vacancy according to procedures set forth below:

6.5.2 First Step – Voluntary / Involuntary Reassignment

6.5.2.1 The District will attempt to fill vacancies openings at the site by voluntary reassignments. The site administrator shall post the opening for three (3) days at the site of the opening for unit member consideration. During the summer, however, the administration shall attempt to contact only those unit members who have provided a written expression of interest in a particular area of the curriculum or a particular job classification.

6.5.2.2 If following attempts at voluntary reassignments, the position remains unfilled, the District may consider and utilize involuntary reassignments, as set forth in the Article.

6.5.2.3 Unit members who are being considered for District initiated reassignment in order to fill an announced bargaining unit opening shall be given the opportunity to meet with the responsible administrator(s). If the unit member so requests, a conference shall be held with the Assistant Superintendent, or his/her designee, to discuss the reassignment.

6.5.3 Second Step – Transfer Within Classification

6.5.3.1 If, following consideration of reassignments, the District determines that an opening remains, the District may publicly announce a position outlined in 6.0.3 is vacant. The District shall post said vacancy in accordance with the provisions outlined in 6.5.3.1.1 – 6.5.3.1.3. The District will first consider transfer requests from unit members within the classification of the posted vacancy. Criteria for transfers outlined in 6.5.3.3 apply.

The District may publicly announce it has a vacancy by, among other means, providing notice of the vacancy, as set forth below:

6.5.3.1.1 The District shall develop and send to the Association, and post at each school, a notice of each vacancy, as soon as the District determines the need to fill the vacancy remains. Each notice shall state a deadline for applications, which shall not be less than seven (7) working days after the first date of posting, a description of the position and duties, and a list of all qualifications and requirements for the position. The vacancy shall not be filled prior to the posted deadline date. Such announcements will be posted on a bulletin board mutually agreed to by the Association site representative and the school site administrator. The District and the Association may mutually agree to shorten the above posting period in unique circumstances. If the parties agree to shorten the posting period, the administration shall attempt to contact all the site unit members in order to provide consideration. Between August 1st and September 20th, this posting period may be three (3) days.

- 6.5.3.1.2 During the summer vacation, notice of all vacancies shall be mailed to those unit members who have made a request in writing and submitted to the Personnel Services Office. This shall provide all unit members with sufficient notification and opportunity to apply.
 - 6.5.3.1.3 The announcement of vacancies shall include position, title, job classification, work site (subject to change), tentative subject matter assignment, credential requirements, a complete list of all qualifications and other special requirements, and closing date for all applications.
- 6.5.3.2 If any unit member expresses an interest in a transfer, the unit member must respond within the posted deadline by filling out the Certificated Transfer Request form. Those unit members requesting consideration shall be interviewed by the site administration and the Department Chair of the position being filled. In the event of disagreement regarding candidate selection, administration's preferred candidate will be selected. The District will fill a vacancy with a unit member who has expressed an interest in a transfer if any such unit member is determined qualified for the vacancy. The District may fill the position immediately if no unit member has expressed an interest in the transfer.
- 6.5.3.3 Voluntary transfer decisions shall be governed by the following criteria, in no particular order:
- 6.5.3.3.1 Meet qualifications in posting as determined by the District
 - 6.5.3.3.2 Training, including major and minor fields of study, experience, and performance evaluations of the unit members
 - 6.5.3.3.3 Opportunity for professional growth of unit member
 - 6.5.3.3.4 Permanent status in the District, unless otherwise agreed to by the District and Association
 - 6.5.3.3.5 Length of service within the district
- 6.5.3.4 If any unit member in the same job classification, who has expressed an interest to be transferred to the vacancy, meets the qualifications in the posted vacancy notice as determined by the District, the unit member shall not be denied the position in favor of an outside candidate.
- 6.5.3.5 No assignment to fill the vacancy shall be made until after the closing date for the applications on the notice of vacancy.
- 6.5.3.6 Upon request by the Association, the District shall make available a list of unit members transferred during the current school year.
- 6.5.3.7 Transfers shall not be made or denied on arbitrary, capricious or discriminatory grounds or for disciplinary reasons.
- 6.5.3.8 Unit members are limited to one (1) transfer offer per school year, unless otherwise agreed to by the District and Association.

6.5.4 Third Step – Unit Members from Outside Posted Classification

6.5.4.1 If no unit member currently serving in the posted classification wishes to transfer, the District may accept applications from and interview, unit members serving in positions outside of the posted classification.

6.5.5 Fourth Step – Outside Candidate

6.5.5.1 When no unit member candidate wishes to transfer or does not meet the posted qualifications, then outside candidates may be considered.

6.6 **Moving of Materials:** The District will provide assistance in moving personal materials to the new work location when requested by a transferred unit member.

6.7 **Storage of Materials:** Upon unit member request, the District shall provide those on leave or on vacation, with suitable storage to ensure, the safekeeping of District instructional materials.

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AND
ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA
REGARDING INTERSESSION**

This Memorandum of Understanding (“MOU”) is entered into by and between the Antelope Valley Union High School District (“District”) and Antelope Valley Teachers Association CTA/NEA (“AVTA”) collectively referred to herein as the (“Parties”) regarding “Intercession.”

Intercession shall be defined as periods of time during Winter Break and/or the month of June in which students are given the opportunity to earn credits towards graduation.

During instances in which a school site’s administration deems it necessary to provide intercession to its students, teachers selected to participate shall be paid for twenty (20) hours at the District hourly rate for each week intercession is provided. Intercession may take place in-person or virtually at the discretion of the site administration based on the needs of students.

Effective Date:

This MOU shall become effective on June 1, 2023 and shall remain effective until June 30, 2024.

Non-Precedential:

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

By: 
Kristina Ramos, Assistant Superintendent

Date: 2/16/23

ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA

By: 
Michael Millings, AVTA President

Date: 2/16/23

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AND
ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA
REGARDING AVTA PRESIDENT RELEASE TIME**

This Memorandum of Understanding (“MOU”) is entered into by and between the Antelope Valley Union High School District (“District”) and Antelope Valley Teachers Association CTA/NEA (“AVTA”) collectively referred to herein as the (“Parties”) regarding release time for the AVTA President.

The Board of Trustees and the Antelope Valley Teachers Association hereby agree that the AVTA President shall be granted one (1) day of paid release per week from all teaching and/or other contractual duties. This day of paid release shall normally be on Wednesday of each week, however, should the need arise for it to be a different day of the week then that need shall be granted and site administration shall be notified by the Association president of the day needed.

The purpose of this release time shall be such that the Association President shall be involved in contract maintenance, grievance processing, and/or communications and consultations with the District and/or bargaining unit members.

The Association shall reimburse the District \$100 per week for this paid release day and related benefits. This reimbursement shall be paid at the conclusion of each school year.

Effective Date:

This MOU shall become effective on February 16, 2023 and shall remain effective until June 30, 2024.

Non-Precedential:

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

By: 
Kristina Ramos, Assistant Superintendent

Date: 2/16/23

ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA

By: 
Michael Millings, AVTA President

Date: 2/16/23

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AND
ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA
REGARDING INDEPENDENT STUDY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Antelope Valley Union High School District (“District”) and Antelope Valley Teachers Association CTA/NEA (“AVTA”) collectively referred to herein as the (“Parties”) regarding the Independent Study Program.

The Board of Trustees and the Antelope Valley Teachers Association hereby agree that Independent Study is considered a unique Special Program designed to meet the needs of the District’s at-risk student population, and others who would best be served by attendance in the program. Students of parents requesting an alternative to daily comprehensive campus instruction shall also be admitted to the program in compliance with Ed. Code/District Policy.

Caseload and Compensation:

The minimum caseload of Full-time Independent Study Teachers shall be forty-five (45) students

In the event, the District needs to exceed the 45: 1 ratio, caseload overages (\$200 per student) will be paid as described in Article 9.2 of the Collective Bargaining Agreement.

If a full time Independent Study teacher’s caseload reaches one hundred twenty (120) students, the teacher must agree to take more students. Once a teacher agrees to take more than one hundred and twenty (120) students there shall be no cap on that teacher’s caseload. If more than one Full-time Independent Study teacher at an Independent Study Center agrees to take more than 120 students, those students will be placed on those teacher’s caseload in an equal fashion.

The District reserves the right to hire additional Full Time Independent Study Teachers as needed.

Once any Full-time Independent Study teachers’ caseload at an individual Independent Study center reaches one hundred and fifty (150) students, or if no Full-time Independent Study Teachers at an Independent Study agree to take more than one hundred and twenty (120) students, the District may choose to offer sections of Independent Study to comprehensive site teachers in accordance with Article 4.7 of the Collective Bargaining Unit. These sections shall not exceed thirty (30) students.

Work day:

- All Independent Study teachers must be available in-person to meet with students who participate either in-person or online in accordance with Article 4.1 and 4.6.2 of the Collective Bargaining Agreement.
- In an effort to reduce expenditures and maintain program fidelity, approved teacher absences occurring in Independent Study shall be covered by existing permanent Independent Study staff and shall be compensated at a ratio of four (4) hours of sub-pay for every teacher absence covered.
- All work day duties outlined in the CBA continue to apply to Independent Study teachers.

Independent Study teachers are responsible for:

- Instructing students using Board approved Independent Study curriculum
- Ensuring that attendance is submitted each in compliance with Education Code and Board Policy.
- Meet with students regularly as required by the Master Agreement.
- Grade student assignments as necessary.

- Ensure each student on their caseload has a signed, individual Master Agreement.
- Notify site administration and CAW of students who are not attending as required by their individual Master Agreements.
- Facilitate student/parent meeting for any student who misses in excess of three assignments as required by Board Policy.
- Conducting an orientation with each student and/or parent.

Intersession:

During instances in which a school site’s administration allows its students to earn credits during the winter break and/or the month of June, Independent Study students shall be afforded the same opportunity. Full-time Independent Study teachers who choose to work during the above-mentioned breaks shall be paid at the District hourly rate for twenty (20) hours each week. Independent Study teachers choosing to work during these breaks shall have the option of working from campus or from an off-campus location. Full-time Independent study teachers shall be offered the opportunity to work with any Independent Study students before that opportunity is offered to any other teacher.

Special Education:

The District will make every effort to assign a full time Special Education – Independent Study teacher to teach the Special Education students assigned to each Independent Study center. In the event a center does not have a full time Special Education – Independent Study teacher, a Special Education teacher(s) from that site will be responsible to service the students served in the SDC-A or B setting. The servicing teacher will be paid an additional section and the class size will be capped at 25 students. Permanent full time Independent Study teachers will only be responsible for serving special education students who are served in the RSP setting.

Effective Date:

This MOU shall become effective on July 1, 2023, and approval by each party and shall remain effective until June 30, 2024.

Non-Precedential:

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

By: Kristina Ramos
Kristina Ramos, Assistant Superintendent

Date: 4/26/23

ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA

By: Michael Millings
Michael Millings, AVTA President

Date: 4/26/23

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AND
ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA
REGARDING HOME TEACHING**

This Memorandum of Understanding (“MOU”) is entered into by and between the Antelope Valley Union High School District (“District”) and Antelope Valley Teachers Association CTA/NEA (“AVTA”) collectively referred to herein as the (“Parties”) regarding the need for Home Teaching teachers.

Whereas, the Parties recognize there is a need to recruit and assign Home Teachers for the students in the Home Teaching program, it is therefore, now agreed by and between the parties that the hourly rate for Home Teachers shall be increased from \$50.00 to \$80.00.


Effective Date:

This MOU shall become effective on August 14, 2023, and approval by each party and shall remain effective until June 30, 2024.

Non-Precedential:

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

By: 
Kristina Ramos, Assistant Superintendent

Date: Aug 16, 2023

ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA

By: 
Michael Millings, AVTA President

Date: Aug 16, 2023

Appendix A

Salary Schedules

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2023-2024
6 PERIOD WORK SCHEDULE

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
	BACHELOR'S	BACHELOR'S+15 OR SPECIAL CREDIT	BACHELOR'S + 30 With PRELIMINARY SINGLE SUBJECT CREDENTIAL	BACHELOR'S +45 OR MASTERS with PRELIMINARY CREDENTIAL	*BACHELOR'S + 60 WITH MASTER OR MASTERS +15 with PRELIMINARY CREDENTIAL	*BACHELOR'S +75 WITH MASTERS OR MASTERS +30 with PRELIMINARY CREDENTIAL
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	50,398	53,926	66,530	67,037	67,537	68,045
2	53,428	56,955	66,610	67,118	67,619	71,066
3	56,453	59,978	66,688	67,197	70,564	74,092
4	59,476	63,004	66,769	70,060	73,589	77,113
5	62,498	66,029	69,555	73,085	76,615	80,141
6	62,498	69,050	72,581	76,108	79,635	83,165
7	62,498	72,074	75,608	79,136	82,662	86,188
8	62,498	75,100	78,632	82,158	85,684	89,214
9	62,498	75,100	81,652	85,179	88,709	92,235
10	62,498	75,100	84,676	88,204	91,733	95,264
11	62,498	75,100	84,676	91,230	94,761	98,285
12	62,498	75,100	84,676	94,254	97,785	101,312
13	62,498	75,100	84,676	97,278	100,804	104,331
14	62,498	75,100	84,676	97,278	100,804	104,331
15	62,498	75,100	84,676	97,278	100,804	104,331
16	62,498	75,100	84,676	97,278	100,804	104,331
17	62,498	75,100	84,676	97,278	100,804	107,995
18	62,498	75,100	88,341	100,935	104,462	107,995
19	62,498	75,100	88,341	100,935	104,462	107,995
20	62,498	75,100	88,341	100,935	104,462	107,995
21	62,498	75,100	88,341	100,935	104,462	111,653
22	62,498	75,100	88,341	100,935	104,462	111,653
23	62,498	75,100	91,998	104,597	108,124	111,653
24	62,498	75,100	91,998	104,597	108,124	111,653
25	62,498	75,100	91,998	104,597	108,124	115,311
26	62,498	75,100	91,998	104,597	108,124	115,311
27	62,498	75,100	91,998	104,597	111,781	115,311
28	62,498	75,100	95,660	108,254	111,781	118,970
29	62,498	75,100	95,660	108,254	111,781	118,970
30	62,498	75,100	95,660	108,254	111,781	118,970
31	62,498	75,100	95,660	108,254	115,440	122,628
32	62,498	75,100	95,660	108,254	115,440	122,628
33	62,498	75,100	99,320	111,915	115,440	122,628
34	62,498	75,100	99,320	111,915	115,440	126,305
35	62,498	75,100	99,320	111,915	119,100	126,305
36	62,498	75,100	99,320	111,915	119,100	126,305
37	62,498	75,100	99,320	111,915	119,100	129,983
38	62,498	75,100	102,976	115,574	119,100	129,983

* Must satisfy section 3.8.2.7.1 through 3.8.2.9 of Agreement (Pre BA/BS UNITS DO NO APPLY)**.

Board approved 10/19/23. Effective July 1, 2023.

**Career increments are reflected in the individual cells of the salary schedule.

Doctorate	\$3,500.00
National Board Certification	\$1,500.00
Hourly	\$50.00

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2023-2024
7 PERIOD WORK SCHEDULE

This salary schedule is for a guaranteed year-long, seven period teaching assignment (six classes & one conference/prep) which includes, but is not limited to, Independent Study & CDC. These salaries shall be for STRS credit.

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
	BACHELOR'S	BACHELOR'S +15 OR SPECIAL CREDIT	BACHELOR'S + 30 with PRELIMINARY SINGLE SUBJECT CREDENTIAL	BACHELOR'S +45 OR MASTERS with PRELIMINARY CREDENTIAL	*BACHELOR'S + 60 WITH MASTER OR MASTERS +15 with PRELIMINARY CREDENTIAL	*BACHELOR'S +75 WITH MASTERS OR MASTERS +30 with PRELIMINARY CREDENTIAL
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	58,803	62,917	77,620	78,215	78,799	79,387
2	62,335	66,447	77,713	78,306	78,889	82,914
3	65,861	69,973	77,806	78,401	82,327	86,440
4	69,388	73,504	77,896	81,736	85,855	89,965
5	72,915	77,035	81,149	85,265	89,383	93,928
6	72,915	80,557	84,674	88,793	92,911	97,026
7	72,915	84,086	88,205	92,323	96,435	100,554
8	72,915	87,615	91,733	95,848	99,962	104,085
9	72,915	87,615	95,267	99,376	103,491	107,608
10	72,915	87,615	98,793	102,905	107,024	111,138
11	72,915	87,615	98,793	106,435	110,552	114,666
12	72,915	87,615	98,793	109,961	114,080	118,193
13	72,915	87,615	98,793	113,491	117,610	121,720
14	72,915	87,615	98,793	113,491	117,610	121,720
15	72,915	87,615	98,793	113,491	117,610	121,720
16	72,915	87,615	98,793	113,491	117,610	121,720
17	72,915	87,615	98,793	113,491	117,610	125,992
18	72,915	87,615	103,062	117,763	121,873	125,992
19	72,915	87,615	103,062	117,763	121,873	125,992
20	72,915	87,615	103,062	117,763	121,873	125,992
21	72,915	87,615	103,062	117,763	121,873	130,257
22	72,915	87,615	103,062	117,763	121,873	130,257
23	72,915	87,615	107,329	122,030	126,144	130,257
24	72,915	87,615	107,329	122,030	126,144	130,257
25	72,915	87,615	107,329	122,030	126,144	134,527
26	72,915	87,615	107,329	122,030	126,144	134,527
27	72,915	87,615	107,329	122,030	130,414	134,527
28	72,915	87,615	111,597	126,299	130,414	138,797
29	72,915	87,615	111,597	126,299	130,414	138,797
30	72,915	87,615	111,597	126,299	130,414	138,797
31	72,915	87,615	111,597	126,299	134,684	143,070
32	72,915	87,615	111,597	126,299	134,684	143,070
33	72,915	87,615	115,869	130,571	134,684	143,070
34	72,915	87,615	115,869	130,571	134,684	147,361
35	72,915	87,615	115,869	130,571	138,949	147,361
36	72,915	87,615	115,869	130,571	138,949	147,361
37	72,915	87,615	115,869	130,571	138,949	151,648
38	72,915	87,615	120,136	134,835	138,949	151,648

* Must satisfy section 3.8.2.7.1 through 3.8.2.9 of Agreement (Pre BA/BS UNITS DO NOT APPLY)**.

Board approved 10/19/23. Effective July 1, 2023.

**Career increments are reflected in the individual cells of the salary schedule.

Doctorate	\$3,500.00
National Board Certification	\$1,500.00
Hourly	\$50.00

Appendix J

Article 4.6.1 Stipend Eligibility List

Appendix J

Article 4.6.1 Stipend Eligibility List

Course Name	Course Number
African American History	16609
Ag Earth Science	1042
Agricultural Biology	1014
Agriculture Chemistry	1018
Algebra 1	10401
Algebra 1	60401
Algebra 2	10402
Algebra 2	60402
Algebra 2/Trigonometry Honors	10419
Applied Chem and Biotechnology	12510
Applied Chem and Biotechnology Honors	12509
Biology	12513
Biology	62513
Biology and Community Health	12544
Biology and Sustainable Ag	12582
Biology Honors	7731
Biology IB HL1	7738
Biology IB HL2	7736
Calculus AB (AP)	10420
Calculus AB (AP)	60420
Calculus BC (AP)	10421
Calculus BC (AP)	60421
Chem/Environmental Eng - Water We Doing?	12563
Chemistry	12515
Chemistry	62515
Chemistry AP	12516
Chemistry AP	62516
Chemistry Honors	7732
Civics	16623
Civics	61623
Culinary Chemistry	12554
Earth Science	12517
Earth Science	62517
Economics	16624
Economics	61624
Economics Honors	16629
Economics Honors	61629
English 10	7211
English 10	67211

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Article 4.6.1 Stipend Eligibility List

Course Name	Course Number
English 10 Honors	7212
English 10 Honors	67212
English 11	7231
English 11	67231
English 11 Honors	7232
English 12	7251
English 12	67251
English 12 Bible as Literature	7238
English 12 Ethnic Cultures	7246
English 12 Film and Literature	7242
English 12 Science Fiction	7237
English 12/Reading for Pleasure	7247
English 9	7201
English 9	67201
English 9 Honors	7202
English 9 Honors	67202
English IB HL 1	7774
English IB HL2	7775
English Language and Composition AP	7264
English Language and Composition AP	67264
English Literature and Composition AP	7265
English Literature and Composition AP	67265
European History AP	16643
Expository Reading and Writing (EAP)	7535
Forensic Biology	12556
Geometry	10409
Geometry	60409
Government and Politics United States AP	16628
Government and Politics US AP	61628
History IB HL1	7753
History of the Americas IB HL2	7752
Human Body Systems Honors	12578
Intro to Probability and Statistics	10446
Intro to Probability and Statistics	60446
Marine Biology	12551
Mathematics IB SL	7784
Physics	12526
Physics	62526
Physics 1 (AP)	12537

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Article 4.6.1 Stipend Eligibility List

Course Name	Course Number
Physics 1 AP	62537
Physics 2 (AP)	12534
Principles of Biomedical Sciences Honors	12564
Statistics AP	10418
Statistics AP	60418
Trigonometry/Pre-Calculus	10413
Trigonometry/Pre-Calculus	80008
Trigonometry/Pre-Calculus	60413
U.S. History	16619
U.S. History	61619
U.S. History AP	16625
U.S. History AP	61625
U.S. History Honors	16621
World History	16622
World History	61622
World History AP	16653
World History AP	61653
World History Honors	16630