### SUPPLEMENTAL AGREEMENT BETWEEN

# ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

# ANTELOPE VALLEY TEACHER'S ASSOCIATION

JULY 1, 2024 THROUGH JUNE 30, 2025





**AVTA APPROVED** October 17, 2024

BOARD APPROVED
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# Article 3 SALARIES AND BENEFITS

- Each certificated unit member employed on September 1, 2024, and continue to be employed on December 1, 2024, will receive a one-time, off-schedule payment equal to six percent (6%) of the unit member's 2024-2025 placement on their respective salary schedule.
  - 3.0.1 For the 2024-2025 school year, each unit member employed on September 1, 2024, and continue to be employed on December 1, 2024, shall receive a one-time Certificated Educator Stipend in the amount of \$1000.00 to be paid in conjunction with the one-time off-schedule payment listed above.
- 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 206 days. Work days shall include the 185 teacher contract days, along with 19 days for Extended School year. Additional days must be scheduled with the Vice Principal of Special Education.
    - 3.1.5.1 Students listed as watch/consult shall not be eligible in the overage calculation.
  - 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 Human Resources Office prior to July 1<sup>st</sup> of the new school year for those on a 12-month contract and prior to August 1<sup>st</sup> of the new school year for those on an 11-month contract. 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.

- 3.8.2.4.1.1 Unit members who possess a Designated Subject Credential will be placed on the salary schedule according to the following criteria:
  - 3.8.2.4.1.2 Unit members who possess an Initial Issuance/Partial Fulfillment Designated Subject Credential shall be placed on column one of the certificated salary schedule.
  - 3.8.2.4.1.3 Unit members who possess Preliminary Designated Subject Credential shall be placed on column two of the certificated salary schedule.
  - 3.8.2.4.1.4 Unit members who possess a Clear Designated Subject Credential shall be placed on column four of the certificated salary schedule.
  - 3.8.2.4.1.5 Any movement beyond column four will require a bachelor degree, plus the appropriate extra units as defined by the current certificated salary schedule.
  - 3.8.2.4.1.6 Unit members serving as a Career Technical Education Teacher who possess an advanced degree (Masters/Doctorate) shall be placed on the column that corresponds with their degree/total units.

- 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 18<sup>th</sup> 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 18<sup>th</sup> 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.

Effective 2024-2025 school year, the longevity increments in Column 6 of the 6-period and 7-period salary schedules will be adjusted beginning at Step 13 and ending at Step 38 to reflect an increase every three (3) years.

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).
- 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 jobrelated 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 1<sup>st</sup> and June 30<sup>th</sup>.
    - 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.
- 4.4.4 Resource teachers will be provided two (2) days of release per semester to perform duties related to the creation of IEPs. Resource teachers shall not be permitted to use the two (2) release days in a single quarter. This is not intended to apply to Resource 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 prorate 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" 1/6<sup>th</sup> and/or 1/7<sup>th</sup> assignment beginning on their sixteen (16<sup>th</sup>) 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 fore 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 prorate 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 (1/7<sup>th</sup>). The school site will make a reasonable effort to schedule the "off-period" during 1<sup>st</sup> and 8<sup>th</sup> 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 1/6<sup>th</sup> 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 1/6<sup>th</sup> 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 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 faciliate 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 1/6<sup>th</sup> assignment or one (1) release period, and will be placed on a 200 day contract.

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

451 students and above: Academy Coordinators will receive a 1/6<sup>th</sup> 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	Head	counselor	vaca	ncies v	W1ll	be	flown	Dist	rict-wide	e. I	Head
counselors shall be selected by interview.											
4.13.1.2.2	The	Principal	shall	submi	t th	ie	candidate	e's	names	to	the

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

Superintendent for approval by the Board.

4.13.1.2.4 In the event the hiring of a head counselor results in overstaffing at a school site, volunteers will be requested for reassignment. If no unit

member volunteers, the least senior counselor will be transferred in accordance with Article 6.4.2.

#### 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.
  - 4.13.3.2.1 Coordinate and manage the delivery of services through the Student Support Services program including Academic, Personal-Social and College-Career Domains.
  - 4.13.3.2.2 Call and chair a minimum of at least one (1) department meeting each week.
  - 4.13.3.2.3 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.
  - 4.13.3.2.4 Approve and coordinate requisitions and purchasing of necessary department supplies, equipment, and supplemental materials from within the department.
  - 4.13.3.2.5 Maintain records as necessary to ensure that requisitions recommended for approval are within department allocations.
  - 4.13.3.2.6 Coordinate departmental recommendations for supplementary materials and submit to administration as appropriate for purchase considerations.
  - 4.13.3.2.7 Maintain an inventory of equipment and materials assigned to the department.
  - 4.13.3.2.8 Delegate tasks when necessary to appropriate members of the department.
  - 4.13.3.2.9 Lead department members in developing, implementing and revising the comprehensive guidance and counseling program.

- 4.13.3.2.10 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.
- 4.13.3.2.11 Advise the administration of department needs in the areas of personnel, scheduling, supplementary materials, equipment and training.
- 4.13.3.2.12 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.
- 4.13.3.2.13 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.
- 4.13.3.2.14 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.
- 4.13.3.2.15 Assist in the interviewing and selection of counselors, pupil service technicians, guidance clerks, and other personnel for the department.
- 4.13.3.2.16 In collaboration with administration, provide supervision for Counseling Interns.
- 4.13.3.2.17 Coordinate new student registration program and returning student course selection process.
- 4.13.3.2.18 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.
- 4.13.3.2.19 Assisting Department Members:
  - 4.13.3.2.19.1 The head counselor shall observe a department member at the request of said department member for the purpose of providing constructive feedback.
  - 4.13.3.2.19.2 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.
  - 4.13.3.2.19.3 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.

4.13.3.2.19.4 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.
- 4.14.5 In the event a head counselor returns to a counselor position, they shall have priority consideration for return to their original work location.

#### 4.14.6 COMPENSATION FOR HEAD COUNSELOR

4.14.6.1 Head Counselors shall be placed on the 7-period salary schedule, with a ratio of 1.18, for 203 days, 8 hours/per day.

#### 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 Special Education Teachers on Special Assignment vacancies will be flown District-wide. Special Education Teachers on Special Assignment shall be selected by interview.
- 4.15.1.2.2 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.
- 4.15.1.2.3 Nothing shall prohibit a TSA from resigning or being removed according to procedures in Section 4.15.2, Evaluation of Special Education TSA's.

4.15.1.2.4 In the event the hiring of a Special Education TSA results in overstaffing at a school site, volunteers will be requested for reassignment. If no unit member volunteers, the least senior special education teacher will be transferred in accordance with Article 6.4.2.

#### 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.
- 4.15.2.5 In the event a Special Education TSA returns to a special education teaching position, they shall have priority consideration for return to their original work location.

#### 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 Educatioon TSAs shall not be the administrative designee for manifestation, initial, and triennel 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.

#### 4.16 ENGLISH LEARNERS (EL) TEACHER ON SPECIAL ASSIGNMENT (TSA)

#### 4.16.1 SELECTION OF ENGLISH LEARNER TEACHERS ON SPECIAL ASSIGNMENT (TSA)

#### 4.16.1.1 QUALIFICATIONS

- 4.16.1.1.1 Possession of a clear credential in a core subject area, as well as English Learner authorization.
- 4.16.1.1.2 A minimum of five years teaching experience in the District is preferred, but others may be considered depending on the circumstances at the discretion of the District.
- 4.16.1.1.3 A broad knowledge of education.

#### 4.16.1.2 SELECTION

- 4.16.1.2.1 EL Teacher on Special Assignment vacancies will be flown District-wide. Teacher on Special Assignment shall be selected by interview.
- 4.16.1.2.2 Nothing shall prohibit a TSA from resigning or being removed according to procedures in Section 4.16.2, Evaluation of TSA's.

#### 4.16.2 EVALUATION OF EL TSA's

- 4.16.2.1 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 4.16.3.
- 4.16.2.2 The Assistant Superintendent of Educational Services or designee shall be responsible for the ongoing evaluation of TSA's.
- 4.16.2.3 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.
- 4.16.2.4 In the event that the deficiencies are not corrected to the satisfaction of the Assistant Superintendent of Educational Services, the TSA shall be removed from that position at the end of the current semester, unless, in the Assistant Superintendent'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.
- 4.16.2.5 In the event the TSA returns to a teaching position, they shall have priority consideration for return to their original work location.

#### 4.16.3 DUTIES OF THE ENGLISH LEARNER TSA

- 4.16.3.1 Collaborate and plans with the District Director of English Learner Program.
- 4.16.3.2 Assists Administration in overseeing the EL program at a school site.
- 4.16.3.3 Federal Program Monitoring: Maintains, collects and implements all FPM relevant criteria.
- 4.16.3.4 Implements and monitors implementation of EL Road Map/EL Master Plan.
- 4.16.3.5 Oversees and supports Administration with Assessment and Placement of ELs.

- 4.16.3.6 Assists with the development of EL typology data and help analyze results in order to identify instructional practices that will address gaps in EL student learning.
- 4.16.3.7 Monitors EL data and ensures accuracy and compliance in local and state data systems.
- 4.16.3.8 Provide Professional Development and monitor implementation of strategies.
- 4.16.3.9 Collects data, maintains data and designs lessons and goals in order to identify at-risk English Learners.
- 4.16.3.10 Oversees reclassification process at school site.
- 4.16.3.11 Conduct on site meetings with stakeholders to support ELs.
- 4.16.3.12 Support Teachers with Instructional methods to support English Learners.
- 4.16.3.13 Model Lessons, support in lesson planning, student monitoring of English Learners.
- 4.16.3.14 Directly supports the implementation of Integrated and Designated Instruction.
- 4.16.3.15 Collaborates with Administration and stakeholders to support EL's and Parents of ELs.
- 4.16.3.16 Plans, coordinates, attends and facilitates a minimum of seven EL Advisor Committees (ELAC).
- 4.16.3.17 Supports administration and testing coordinators with the administration of the State Proficiency Exam for ELs (ELPAC).
- 4.16.3.18 Monitors Reclassified English Language Learners (4 Years per ESSA).
- 4.16.3.19 Monitors Long Term English Learners and the reclassification process.
- 4.16.3.20 Attends Professional Development training.
- 4.16.3.21 Collaborates with Instructional partners for curriculum and instructional supports.
- 4.16.3.22 Works closely with the community and feeder schools to support alignment and articulation within school systems.
- 4.16.3.23 Performs ELD related duties as assigned by Director English Learner.

#### 4.16.4 COMPENSATION FOR ENGLISH LEARNER TSA's

4.16.4.1 English Learner TSA's shall be placed on the 7-period salary schedule and given a contract of 195 days.

#### 4.17 ANTELOPE VALLEY TEACHER INDUCTION (AVTI) MENTORING SPECIALIST

#### 4.17.1 SELECTION OF AVTI MENTORING SPECIALIST

#### 4.17.1.1 QUALIFICATIONS

- 4.17.1.1.1 Possession of a clear single subject credential in a core subject area, or for Special Education AVTI Mentor Specialist, candidates must possess an education specialist clear credential.
- 4.17.1.1.2 Have at least five (5) years of successful teaching experience (support provider experience preferred).
- 4.17.1.1.3 Have demonstrated exemplary teaching ability including, among other skills, effective communication, subject matter knowledge, literacy in digital technologies, and mastery of a range of teaching strategies necessary to meet the diverse needs of pupils in different contexts:
- 4.17.1.1.4 Knowledgeable in the California Standards for the Teaching Profession (CSTP);
- 4.17.1.1.5 Knowledgeable in the California Standards (Common Core and Next Generation Science Standards) and relatively experienced in their implementation;
- 4.17.1.1.6 Possess strong competencies in technology tools, such as Google Apps (Docs, Sheets, Slides, Sites), Google Classroom, Learning Management Systems, and Adobe Connect;
- 4.17.1.1.7 Experienced in mentoring practices that support inquiry, reflection and transformation toward professional growth of beginning teachers for student success:

#### 4.17.1.2 SELECTION

- 4.17.1.2.1 AVTI Mentoring Specialist vacancies will be flown District-wide. AVTI Mentoring Specialist shall be selected by interview.
- 4.17.1.2.2 Nothing shall prohibit an AVTI Mentoring Specialist from resigning or being removed according to procedures in Section 4.17.2, Evaluation of AVTI Mentoring Specialist.

#### 4.17.2 EVALUATION OF AVTI MENTORING SPECIALIST

- 4.17.2.1 Evaluation of the AVTI Mentoring Specialist's will be accomplished under the evaluation article of this Agreement. The AVTI Mentoring Specialist's evaluation will be a distinct evaluation and it shall be based upon the performance of their duties outlined in 4.17.3.
- 4.17.2.2 The Assistant Superintendent of Educational Services or designee shall be responsible for the ongoing evaluation of the AVTI Mentoring Specialist.
- 4.17.2.3 AVTI Mentoring Specialist 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.
- 4.17.2.4 In the event that the deficiencies are not corrected to the satisfaction of the Assistant Superintendent of Educational Services, the AVTI Mentoring Specialist shall be removed from that position at the end of the current semester, unless, in the Assistant Superintendent's discretion, the AVTI Mentoring Specialist must be immediately removed. The unit member who replaces a AVTI Mentoring Specialist who has resigned or been removed from their position shall serve out the remainder of the AVTI Mentoring Specialist current term.

4.17.2.5 In the event the AVTI Mentoring Specialist returns to a teaching position, they shall have priority consideration for return to their original work location.

#### 4.17.3 DUTIES OF THE AVTI MENTORING SPECIALIST

- 4.17.3.1 Mentoring a number of beginning teachers within their content areas through the clear credential induction process (typically 2 years).
- 4.17.3.2 Mentoring a number of intern teachers as they pursue university coursework (1-2 years).
- 4.17.3.3 Visiting teachers' classrooms weekly to bi-weekly to observe instruction and model demonstration lessons. Then, subsequently, offering feedback and providing opportunities for reflection and improvement;
- 4.17.3.4 Facilitating monthly induction meetings and professional learning opportunities, based on needs assessment, to include academic content, cross-curricular development, literacy, numeracy, and technology, according to the induction standards and the California Standards for the Teaching Profession (CSTP);
- 4.17.3.5 Facilitating formative assessment progress, online forums, and reflective discussions;
- 4.17.3.6 Providing additional advice and assistance to individual participating teachers via email, phone or distance technology;
- 4.17.3.7 Conducting formal observations annually with each participating teacher, including pre- and post-conferences;
- 4.17.3.8 Monitoring participating teachers' progress on the Continuum of Teaching Practice, and using rubrics to assess candidate competency;
- 4.17.3.9 Conducting an exit interview with individual participating teachers at the end of their induction experience;
- 4.17.3.10 Attending and participating in induction events, including orientation, regional cluster meetings as necessary, and colloquium;
- 4.17.3.11 Completing all documentation and data requests for information related to the evaluation of the program;
- 4.17.3.12 Completing mentoring training and utilizing formative assessment documents as intended;
- 4.17.3.13 Staying up-to-date on current educational research and district initiatives in order to provide relevant support to beginning teachers;
- 4.17.3.14 Attending professional development that aligns with content and pedagogy knowledge, relative to beginning teachers;
- 4.17.3.15 Facilitating online professional learning workshops via Learning Management Systems or other technology platforms;
- 4.17.3.16 Other duties to include supporting teachers who are on Peer Assistance Review (PAR).

#### 4.17.4 COMPENSATION FOR AVTI MENTORING SPECIALIST

- 4.17.4.1 General Education AVTI Mentoring Specialist shall be placed on the 7-period salary schedule and given a contract of 195 days.
- 4.17.4.2 Special Education AVTI Mentoring Specialist shall be placed on the 7-period salary schedule and given a contract of 197 days.

#### 4.18 GUIDANCE COUNSELOR PROGRAM COORDINATOR

#### 4.18.1 SELECTION OF GUIDANCE COUNSELOR PROGRAM COORDINATOR

#### 4.18.1.1 QUALIFICATIONS

- 4.18.1.1.1 Possession of a clear pupil personnel services guidance credential.
- 4.18.1.1.2 Have at least three (3) years of successful school site experience.
- 4.18.1.1.3 Have demonstrated strong leadership and team-building skills, work successfully with professional colleagues and agencies in the community, exhibit a personality that demonstrates enthusiasm and the interpersonal skills to relate well with students, staff, administrators, parents, and the community, maximize use of technology tools and software for data management, presentations, networking, information dissemination and retrieval and communication:
- 4.18.1.1.4 Knowledge of Components of a Comprehensive Competency Based Guidance Program, counseling theory and practice, personality development, strategies for effective career, educational and college planning, learning assessment and remediation, research related to learning, and school and community resources available to assist students and parents.
- 4.18.1.1.5 Knowledge of Comprehensive high school setting, assessment, counseling and conflict resolution, application of career integration throughout curriculum, state supplemental instruction program, the development and implementation of a comprehensive master schedule, A-G requirements and requirements for college entrance, ongoing professional collaboration, Small Learning Communities; Linked Learning Pathways, professional and parent communication skills, Education Reform efforts as it relates to alternative educational settings, customized educational plans for individual students, Personal Learning Networks, College and Career Readiness and Common Core Standards, relationship of educational attainment to postsecondary and career success.

#### 4.18.1.2 SELECTION

- 4.18.1.2.1 The Guidance Counselor Program Coordiantor vacancy will be flown District-wide. The Guidance Counselor Program Coordiantor shall be selected by interview.
- 4.18.1.2.2 Nothing shall prohibit the Guidance Counselor Program Coordinator from resigning or being removed according to procedures in Section 4.17.2, Evaluation of the Guidance Counselor Program Coordinator.

#### 4.18.2 EVALUATION OF GUIDANCE COUNSELOR PROGRAM COORDINATOR

- 4.18.2.1 Evaluation of the Guidance Counselor Program Coordiantor will be accomplished under the evaluation article of this Agreement. The Guidance Counselor Program Coordiantor's evaluation will be a distinct evaluation and it shall be based upon the performance of their duties outlined in 4.18.3.
- 4.18.2.2 The Deputy Superintendent of Student Services or designee shall be responsible for the ongoing evaluation of the Guidance Counselor Program Coordiantor.
- 4.18.2.3 The Guidance Counselor Program Coordinator 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.
- 4.18.2.4 In the event that the deficiencies are not corrected to the satisfaction of the Deputy Superintendent of Student Services, the the Guidance Counselor Program Coordiantor shall be removed from that position at the end of the current semester, unless, in the Deputy Superintendent's discretion, the Guidance Counselor Program Coordiantor must be immediately removed. The unit member who replaces the Guidance Counselor Program Coordiantor who has resigned or been removed from their position shall serve out the remainder of the Guidance Counselor Program Coordiantor current term.
- 4.18.2.5 In the event the Guidance Counselor Program Coordinator returns to a teaching position, they shall have priority consideration for return to their original work location.

#### 4.18.3 DUTIES OF THE GUIDANCE COUNSELOR PROGRAM COORDINATOR

- 4.18.3.1 Establish and promote high standards and expectations for all students and programmatic staff for academic performance and responsibility for behavior.
- 4.18.3.2 Organize, manage, and evaluate effective and clear programmatic procedures for the operation and function of Counseling Services in all high schools, consistent with the philosophy, mission, values and goals of the District. This role includes counseling services for educational, college and career planning, social and emotional development, and coordination of specialized services for students.
- 4.18.3.3 Oversee the school counseling program of the district for all students, including Academy of Antelope Valley.
- 4.18.3.4 Plan and carry out an effective program of system-wide school counseling in which counselors provide service to all students; including but not limited to general education students, the gifted and talented, those identified as English Learners (EL) and those classified as students with disabilities.
- 4.18.3.5 Oversee Head Counselors and chair monthly meetings, ensure information is disseminated at school sites;
- 4.18.3.6 Assume responsibility for his/her own professional development; for keeping current with the literature, technology integration, new research finding and improved techniques in school counseling; and for attending appropriate professional conferences.
- 4.18.3.7 Establish effective liaison with the various offices and agencies within the community that may provide specialized or professional help to students and their parents.
- 4.18.3.8 Define and interpret the professional functions of school counselors to administrators, teachers, students, parents and the public.

- 4.18.3.9 When appropriate, counsel individual students, including those requiring crisis intervention, to resolve educational, personal, emotional, and social needs and other areas of concern identified by the counselor, student, parents, teachers, administrators or Student Study Team members.
- 4.18.3.10 Participate in staff development with students, parents, teachers, and/or administrators to assist students in achieving success in school.
- 4.18.3.11 Provide opportunities for effective staff development that addresses the needs for counseling, guidance, college and career education programs including, workshops, conferences, visitations, demonstration lessons and sessions in which the staff learns of research based successful practices and strategies, including district annual Guidance Workshop.
- 4.18.3.12 Conduct meetings as necessary for the proper and efficient functioning of the Guidance and Counseling Program with focus on student success
- 4.18.3.13 Attend required staff meetings and serve on district, State, and community committees, as needed.
- 4.18.3.14 In collaboration with the Principals and school guidance counselors determine the appropriate opportunities, programs and services to be offered to students.
- 4.18.3.15 Recruit, screen, and train school counselors in collaboration with site and district administrator and assume responsibility for their professional guidance.
- 4.18.3.16 Assume responsibility for compiling, maintaining, and filing reports, records, and other documents legally required or administratively needed in designated school(s).

#### 4.18.4 COMPENSATION FOR THE GUIDANCE COUNSELOR PROGRAM COORDINATOR

4.18.4.1 The Guidance Counselor Program Coordinator shall be placed on the 7-period salary schedule, with a ratio of 1.18, for 215 days.

## Article 5 LEAVE PROVISIONS

5.0 The leave benefits provided by the District for unit members shall be as follows:

#### 5.1 **SICK LEAVE:**

- 5.1.1 Unit members regularly employed full-time, five (5) days a week, shall be entitled to leave of absence with full pay for illness, injury, doctor and dental appointments in accordance with the following schedule:
  - 5.1.1.1 Full-time unit members working ten (10) months per year shall receive ten (10) days sick leave of absence.
  - 5.1.1.2 Full-time unit members who receive extended work year contracts shall receive additional sick leave on the basis of one (1) additional day for each eighteen (18) days of service which shall be prorated.
  - 5.1.1.3 A unit member who is employed by the District not less than five (5) days per week for District summer school classes shall accrue sick leave at the rate of four (4) hours for each sixty (60) hours of summer school classes. Sick leave entitlement for District summer school shall be credited to the unit member at the beginning of the summer session in which the service is to be rendered. Unit members who work less than the full term of the summer session shall receive a prorated portion of sick leave based on sixty (60) hours. No previously accumulated sick leave can be used for absences during summer school. Earned summer-school sick leave credit shall be added to the accumulated sick leave.
  - 5.1.1.4 In accounting for usage of sick leave by those teachers who have an "extra teaching period" pursuant to Article 4, Section 4.6, the maximum deduction for any full day of sick leave usage shall be six (6) hours.
- 5.1.2 A unit member may use his/her accumulated sick leave at any time during the school year, excluding absences during summer school. Sick leave used shall be deducted on an hourly basis.
- 5.1.3 The sick leave entitlement for the year shall be credited to the unit member at the beginning of the year. If the unit member does not use all sick leave days to which entitled in any school year, any unused days shall be accumulated from year to year.
- 5.1.4 To be eligible for sick leave with pay, the unit member shall be in a paid status and scheduled to work on the day(s) absent. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
- 5.1.5 The District shall provide each unit member with a written statement of his/her accrued sick leave total and of his/her leave entitlement for the school year, as well as an accounting of extra duty work performed during the school year. Such statements shall be provided monthly. Unit members will be provided with updated statements of accrued sick leave within five (5) days of such request.
- 5.1.6 Extended Leave. Upon exhaustion of all accumulated full-pay sick leave credit, a unit member who continues to be absent, under the provisions of this Article, shall receive for an additional period of five school months, excluding the months of December, June, and July, per illness or accident, the difference between his/her daily rate of pay based upon his/her annual salary and the amount paid, or would have been paid, to a substitute on the first step of the substitute salary schedule (daily rate, plus fringe and statutory benefits). Unit members shall not be provided more than one five-month period per illness or accident. There shall be no waiting period that results in

a loss of salary for employees on an extended absence due to illness or injury. An extended absence means an absence of more than one (1) day. However, employees may take leave during the five (5) month period for day-to-day absences related to a pre-existing illness or injury.

- 5.1.7 The amount to be received by the absent unit member will be determined as follows:
  - 5.1.7.1 The absent unit member will receive full pay for all days of accumulated sick leave.
  - 5.1.7.2 When a unit member is absent and eligible for industrial accident or illness leave, the absence for purposes of accumulated sick leave, shall be deemed to commence on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment to the unit member of not more than the full salary. After all accumulated sick leave has been used, the absent unit member will receive differential pay up an additional five school months.
  - 5.1.7.3 When a unit member is absent from assigned duties on account of illness and all sick leave benefits have been expended, or when a unit member is absent from duty for a cause other than illness, no further salary will be paid by the District, and employee insurance coverage paid by the District will cease at the end of the month for which payment has been made. The unit member shall then have the following options available for consideration, the election of which the unit member must advise the District Personnel Office, in writing, no later than the day following the expiration of accumulated sick leave and differential pay.
    - 5.1.7.3.1 Request a leave of absence, which may or may not be approved by the District. If granted for job-related illness or injury, the District may provide the District-paid insurance allowed regular unit members.
    - 5.1.7.3.2 Apply for retirement or disability allowance. If disability allowance is granted and an unpaid leave is requested, it will be granted in one (1) year increments.
    - 5.1.7.3.3 Resign from employment in the school district.
    - 5.1.7.3.4 Be subject to dismissal proceedings in accordance with the Education Code if the unit member fails to exercise one of the above options.
- 5.1.8 An attending physician's or attending licensed practitioner's verification of illness may be required by the District for any request for sick or differential leave. Periodic medical reports may also be required during the extended absence of a unit member. The District shall not require verification of illness from unit members in an arbitrary or discriminatory manner.
  - 5.1.8.1 Certificated unit members on sick or differential leave for five (5) consecutive days must submit, in person, via email, by facsimile or digital image, a physician's note to the District Office, Personnel Department, signed by their physician in order to return to work or to be paid. The note must be received by the sixth (6<sup>th</sup>) day whether the employee returns to work or not. Notes received after the sixth (6<sup>th</sup>) day will only authorize the unit member to be paid for the previous five (5) days. Unauthorized absences will result in docked pay. If the note received on the sixth (6<sup>th</sup>) day does not authorize the continuing absence, subsequent notes are needed to authorize each five (5) days. In extenuating circumstances relating to an emergency that precludes the unit member from providing a doctor's note to the District on the sixth day (6<sup>th</sup>) of absence, the unit member may appeal in person, via email, by

facsimile or digital image, to the Assistant Superintendent of Personnel or his/her designee to have the six (6) day doctor's note requirement extended.

- 5.1.9 Medical examinations required by the District shall be in accordance with the Medical Examinations section of this Agreement.
- 5.1.10 If a unit member resigns, retires, or is terminated, and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.
- 5.1.11 Members of the unit must notify the District Personnel Services Office of absence as the necessity to be absent becomes known to the unit member; but in the instances of full-day absence, no later than 6 a.m. on the day of the absence so that substitute arrangements can be made.
- 5.1.12 A unit member desiring to return from an extended absence shall notify the District Personnel Services Office no later than 6 a.m. on the date of return from the absence in order to avoid conflicts with substitute arrangements.
- 5.1.13 Failure to comply with the request procedures for paid sick leave and return provisions (sections 5.1.8 5.1.12, above) may, at the discretion of the District, result in the unit member being denied payment for the day(s) of absence.
- 5.1.14 A unit member who extends a holiday by use of a sick day for a second time during the same school year will be required to provide District with a licensed practitioner's verification of illness or will be docked a day's pay. Holidays include the following: Labor Day, Veteran's Day, Thanksgiving Break, Winter Break, Martin Luther King Day, President's Day, Spring Break, and Memorial Day.

#### 5.2 **MATERNITY LEAVE**

- 5.2.1 Each female employee shall be entitled to a leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto. The employee shall be entitled to use accumulated sick leave on the same basis provided for any other illness or injury.
  - 5.2.1.1 The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Personnel Services Office. This date shall be based upon the unit member's ability to render service in her current position.
  - 5.2.1.2 The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service and absence of physical disability.
  - 5.2.1.3 Upon written request of the unit member for an extension of time, beyond District-paid benefits under the sick leave provisions, the Board of Trustees, upon recommendation of the Superintendent and in the best interests of the school district and unit member, may use discretion in granting an extension of time, without compensation, as deemed necessary. Unit member health and welfare benefits may be continued at the expense of the unit member on leave for so long as the unit member is on leave without compensation and conditioned upon a willingness of the carrier(s) to extend such coverage.

#### 5.2.2 CHILD REARING/PATERNITY LEAVE

5.2.2.1 Up to one year's unpaid leave may be granted at the District's discretion to a unit member to care for such unit member's own (including adopted) child under six (6) years of age. Written application must be submitted to the Personnel Services Office at least thirty (30) days prior to the commencement of such leave. Requests for renewal of such leave will be considered.

#### 5.3 PERSONAL NECESSITY LEAVE

- 5.3.1 Unit members shall be entitled to use eight (8) days of accumulated sick leave allotment during each school year for personal necessity. When taking such leave, the unit member shall input their absence into the District employee attendance tracking system not later than 6 a.m. of the workday in which the absence is requested. In emergency situations where advance notification is impossible, the unit member shall notify the office of the Assistant Principal as soon as reasonably possible.
  - 5.3.1.1 Personal necessity may not be used to extend more than three (3) holidays in an academic year. Holidays include the following: Labor Day, Veteran's Day, Thanksgiving Break, Winter Break, Martin Luther King Jr. Day, President's Day, Spring Break, Memorial Day.

#### 5.4 **BEREAVEMENT LEAVE**

- 5.4.1 Each unit member is entitled to three (3) days leave-of-absence, with pay, in the event of the death of any members of the unit member's immediate family. Such leave shall be extended to five (5) days when out-of-state travel or travel beyond three hundred (300) miles one way from the unit member's residence is required.
  - 5.4.1.1 Immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member or domestic partner of the unit member or any relative living in the immediate household of the unit member.
- 5.4.2 In addition to the above bereavement leave, the unit member may request that not more than ten (10) days of accumulated sick leave during any school year be charged for personal necessity leave as provided in Paragraph 5.3.1 of this Article. In the event that the death is of a unit member's current spouse or child, unit member is entitled to ten (10) days leave-of-absence, with pay. The unit member may then take up to ten (10) days of accumulated personal necessity leave for bereavement purposes.
- 5.4.3 Unit members shall be required to contact the District Personnel Services Office no later than 6 a.m. of their regular workday to request bereavement leave, unless an emergency makes such advance notification impossible. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.
- 5.4.4 Upon return from bereavement leave, as provided above, the unit member shall submit to the site administrator for payroll purposes a written statement verified by signature that the leave was taken in compliance with provisions of leave benefits. The statement shall include relationship of the deceased and any information of eligibility for bereavement leave, if requested by the District.

#### 5.5 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

5.5.1 Unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

- A unit member who has sustained a job-related injury or illness shall report the injury to the site administrator on the District accident form no later than the next scheduled workday following the accident or as soon as possible.
- 5.5.1.2 The industrial accident or illness must have arisen out of or occurred within the course and scope of employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course and scope of employment.
- 5.5.1.3 Leave for such industrial accident or illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the District are required to be in session, or when the unit member should otherwise have been performing work for the District in any one (1) fiscal year for the same accident. Industrial accident or illness leave may be extended at the discretion of the Board up to an additional sixty (60) working days where the industrial accident or illness is the result of a criminal act of violence against the unit member.
- 5.5.1.4 Leave for industrial accident or illness shall not be accumulated from year to year.
- 5.5.1.5 The industrial accident or illness leave under this Article shall commence on the first day of absence.
- When a unit member is absent from duties due to industrial accident or illness the member shall be paid such portion of the salary due for any month in which absence occurs as when added to temporary disability indemnity will result in a payment of not more than full salary. The phrase "full salary" as utilized in this subdivision, shall be computed so that it shall not be less than the unit member's "average weekly earnings."
- 5.5.1.7 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 5.5.1.8 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 5.5.1.9 During any paid leave of absence for industrial accident or illness the unit member shall endorse to the District the temporary disability indemnity checks received due to industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 5.5.1.10 The benefits provided by this Article shall be applicable to all unit members immediately upon employment in the District.
- 5.5.1.11 Any member receiving benefits as a result of this article, shall, during the period of injury or illness, remain within the state of California unless the governing board authorizes travel outside the state.
- 5.5.1.12 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full salary.

- 5.5.1.13 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and/or from the treating physician, as determined by the District, certifying the unit member's ability to return to position classification without restrictions and without detriment to physical and emotional well-being.
- 5.5.1.14 Upon complying with District medical-release requirements and receiving District authorization to return to work, a unit member on industrial accident or illness leave may be reinstated in a position, in the same assignment, without loss of status or benefits.
- 5.5.1.15 These provisions for industrial accident or illness leave shall apply only to unit members whose services are regularly scheduled.

#### 5.6 JUDICIAL AND OFFICIAL APPEARANCE LEAVE

- 5.6.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction.
- 5.6.2 For any other necessary court or governmental agency appearance, the unit member may utilize personal necessity leave. However, if any court or governmental agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 5.6.3 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of the service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work on any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.
- A unit member who receives jury duty notice that requires the unit member to appear for jury duty when the unit member would otherwise be providing instructional services, and who successfully postpones jury duty to non-teaching days (i.e. summer, winter or spring breaks), shall be compensated at the then current daily substitute contractual rate for each day of jury duty served that the unit member would have been providing instructional services (if the postponement had not occurred), up to a maximum of twenty (20) days. This section does not apply to unit members whose absence does not required the duties of a substitute.
  - 5.6.4.1 The procedure for such postponement and compensation is as follows:
    - Attach a copy of the original jury duty notice, written statement concerning postponement, and a signed official court validation for each day of jury duty served.
    - b. Attach a copy of the subsequent jury duty notice, postponing jury duty.
    - c. Forward the above to the Assistant Superintendent, Personnel.
    - d. Payment shall be made in the next regular payroll cycle.

#### 5.7 SABBATICAL LEAVE

- 5.7.1 Sabbatical leaves may be granted at the discretion of the District. The District will develop policies and/or regulations to implement this sabbatical leave agreement. The District shall not be bound to past practices of the District, however, policies and regulations shall be in accordance with provisions of the Education Code and the following minimum provisions.
  - 5.7.1.1 A permanent unit member who has served the district for seven (7) consecutive years is eligible to apply for sabbatical leave.
  - 5.7.1.2 No more than two percent (2%) of the unit members of the unit can be granted a sabbatical leave during any one (1) year.
  - 5.7.1.3 The salary of the unit member on sabbatical leave shall be seventy percent (70%) of the regular salary of the employee for the year of the sabbatical leave, based upon unit member's normal placement upon the approved regular certificated salary schedule for the year.

#### 5.8 **ASSOCIATION LEAVE**

- 5.8.1 A total of forty (40) days Association leave per school year, without loss of compensation, shall be granted to the Association for local, state and national conferences, workshops, seminars or other business pertinent to the Association affairs. The Association shall reimburse the District for all compensation associated with such leave, except when the leave is to be used for negotiations preparation. The District shall not incur any expenses associated with such leave except outside of negotiations preparation.
- 5.8.2 The Association President shall file a written request on a District developed form with the Personnel Services Office at least one (1) week prior to the date on which the unit member requests the leave to commence. The District may agree to waive the one-week notice upon a showing of good cause.

#### 5.9 MISCELLANEOUS UNPAID LEAVE

- 5.9.1 HEALTH LEAVE: The District may grant a unit member an unpaid leave after use of accumulated sick leave, when the unit member is unable to perform required duties due to ill health, physical disability, or quarantine.
  - 5.9.1.1 Verification of such illness, disability, or quarantine shall be by a licensed physician or licensed practitioner.
  - 5.9.1.2 Unit members may be required by the District to submit to medical examination(s) by District-appointed physician(s) at District expense.
  - 5.9.1.3 When authorized, such leave shall remain in effect until at least the end of the semester following the date when first granted, and may be extended to the end of the second semester following the date when first granted, or longer, at the discretion of the District.
  - 5.9.1.4 A unit member seeking such leave shall file a request with the Personnel Services Office at least four (4) weeks prior to the date on which the unit member requests the leave to commence. The four (4) week notification period may be waived by the District. If eligible the initial twelve (12) weeks of this leave may be granted under the Family Medical Leave Act.
- 5.9.2 FAMILY MEDICAL LEAVE: Upon request and upon written medical notification of need, the District may provide a unit member an unpaid leave to care for a member of the unit member's family.

- 5.9.2.1 Medical notification of need shall be by a licensed physician or licensed practitioner.
- 5.9.2.2 When authorized, such leave shall remain in effect until at least the end of the semester when first granted and may be extended to the end of the second semester following the date when first granted, or longer, at the discretion of the District.
- 5.9.2.3 A unit member seeking such leave shall file a request at the Personnel Services Office at least four (4) weeks prior to the date on which the unit member requests the leave to commence. The four (4) week notification period may be waived by the District if, in its judgment, such waiver is warranted.
- 5.9.2.4 The 12 month period used to track Family Medical Leave Act/California Family Rights Act entitlement will be based on the fiscal year, July 1 through June 30.
- 5.9.3 STUDY LEAVE: At its discretion, the District may grant a unit member, classified as a permanent employee, an unpaid leave of absence for study which will benefit the District, unit member, and students of the District.
  - 5.9.3.1 Generally, a study leave shall be a minimum of one (1) semester and a maximum of two (2) semesters and will begin and end on semester dates. At the discretion of the District, unusual circumstances may be considered to waive this requirement.
  - 5.9.3.2 A unit member seeking such leave shall file a request with the Personnel Services Office at least ninety (90) days prior to the beginning of the District semester on which the unit member requests the leave to commence. At the discretion of the District, unusual circumstances may be considered to waive this requirement.

#### 5.9.4 LEGISLATIVE LEAVE

- 5.9.4.1 Unit members who are classified as permanent employees of the District elected to the State Legislature shall be granted a legislative leave in accordance with provisions of Section 44801, Education Code.
- 5.9.4.2 Six (6) months after expiration of term(s) of office, the employee shall be entitled to return to a position for which the employee has a valid credential. The employee shall retain all earned salary schedule status but shall receive no salary experience credit or fringe benefits while on leave.
- 5.9.5 OTHER LEAVES AND ABSENCES: A request for any leave of absence not covered by the terms of this Agreement may be considered by the District on an individual basis and at the discretion of the District.

#### 5.10 GENERAL PROVISIONS

- 5.10.1 A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.
- 5.10.2 At the expiration of a leave of absence in accordance with the Education Code, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held at the time of the granting of the leave of absence, providing the position would have otherwise remained. The unit member shall be notified prior to commencement of the leave if the District at the time is contemplating a change in the unit member's position and/or assignment. There is, however, no assurance that when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be at the same site where a unit member was assigned when the leave was authorized.

- 5.10.3 A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- 5.10.4 Any unit member on a paid leave of absence will receive the District-paid employee insurance coverage provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in any employee insurance program available generally to bargaining unit members. Participation shall be at the unit member's expense and is conditioned upon a willingness of the carrier to extend such coverage. The District agrees to use its best effort to secure the carrier's approval.
- 5.10.5 Part-time regular unit members shall be entitled to that portion of the leave of absence as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 5.10.6 A unit member who is absent from work other than for those days as authorized by state law or authorized leave provisions of this article is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days of unauthorized absence to the days of required annual service and such member shall be subject to disciplinary action.
- 5.10.7 Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of authorized leave of absence, shall be subject to dismissal proceedings according to the provisions of the Education Code.
- 5.10.8 Members of the unit on unpaid leave of absence, for reasons other than industrial accident or illness, for more than forty-five (45) days or twenty-six percent (26%) or more of the required days of attendance, shall be ineligible for step (increment) advancement on the salary schedule.
- 5.10.9 The extension of paid and unpaid leaves shall be at the discretion of the District. Members of the unit who are denied extension of a paid or unpaid leave shall return to work at the expiration of the previously approved leave or shall resign from employment with the District.
- 5.10.10 Return to service from an unpaid leave of absence shall coincide with the beginning of a semester unless the District approves an earlier or later date, and a leave may be extended in order to make it so coincide. Unit members on leave for a semester or longer must notify the Personnel Services Office at least forty-five (45) calendar days preceding expiration of the leave of their intent to return the ensuing semester.
- 5.10.11 During leaves (with the exception of administrative leave) in excess of fifteen (15) days unit members shall not be required to provide lesson plans or assess any student work that was assigned by the substitute teacher during the absence.

#### 5.11 CATASTROPHIC LEAVE BANK

#### 5.11.1 CREATION

- 5.11.1.1 The Association and the District agree to create the Antelope Valley Teachers Association (AVTA) Catastrophic Leave Bank, (hereinafter referred to as the Bank) effective September 1, 1992. The Bank shall be funded in accordance with the terms of Section 5.11.2 below.
- 5.11.1.2 Days in the Bank shall accumulate from year to year.
- 5.11.1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

5.11.1.4 The Bank shall be administered by a three (3) member committee appointed by the President of the Association.

#### 5.11.2 ELIGIBILITY AND CONTRIBUTIONS

- 5.11.2.1 All Certificated employees on active duty with the District are eligible to contribute to the Bank.
- 5.11.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 5.11.2.3 Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from the bank.
- 5.11.2.4 The contribution, on the appropriate form, will be authorized by the Certificated employee and continued from year to year until canceled by the Certificated employee.
- 5.11.2.5 Cancellation occurs automatically whenever a Certificated employee fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be one (1) day of sick leave which shall be deemed to equate to the legal minimum effective at any time and the Certificated employee shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the Certificated employee effects cancellation.
- 5.11.2.6 Contributions shall only be made between July 1 and October 1 of each school year. Certificated employees returning from extended leave, which included the enrollment period, and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new Certificated employees and those Certificated employees returning from leave.
- 5.11.2.7 The annual rate of contribution by each participating Certificated employee for each school year shall be equal to, and not exceed, one (1) day of sick leave for that employee.
- 5.11.2.8 On June 30th of each school year, if the number of days in the Bank exceeds 1,000, no contribution shall be permitted of the participating Certificated employees. In such a circumstance, if necessary, the District and the Association agree to meet and discuss whether Certificated employees will be permitted to make additional contributions to the Bank. New Certificated employees and those Certificated employees returning from leave must still make their yearly contribution until they have contributed at least three (3) days to the Bank, even if the number of days in the Bank exceeds 1,000 on June 30th.
- 5.11.2.9 Certificated employees who are retiring or leaving the employ of the District may contribute up to five (5) days of their unused sick leave to the Bank.

#### 5.11.3 WITHDRAWAL FROM THE BANK – Effective July 1, 2014

5.11.3.1 The Bank participants must exhaust all of their current and accumulated sick leave (but, not differential leave) as defined in Article 5, before becoming eligible for

withdrawal, and withdrawing, from the Bank. Participants who accumulate additional sick leave (e.g., from one fiscal year to the next), must use their accumulated sick leave, prior to being eligible for withdrawal from the Bank.

- 5.11.3.2 Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Bank. The District shall pay the participant full pay and the Bank shall be charged one day.
- 5.11.3.3 Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Certificated employee and which precludes the Certificated employee's return to work for over ten (10) consecutive duty days or incapacitates a member of the Certificated employee's immediate family (spouse/partner and children up to age 26) for over ten (10) consecutive duty days which requires the Certificated employee to take time off work to care for that family member. Such illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, other life threatening disease, recovery from major surgery, or incapacitation as a result of severe automobile or other accident and recovery therefrom. Absence due to job related injury or illness shall be excluded from catastrophic leave.

A certificated member incurring a catastrophic injury or illness may withdraw thirty (30) days from the Bank immediately after using all available personal sick days. Certificated members are eligible to apply for an extension of thrity (30) days after five (5) school months of extended benefits leave. The extended benefits leave starts the first day after all sick leave benefits have been exhausted.

A certificated member may withdraw sixty (60) days from the Bank to care for an immediate family member (spouse/partner or minor child) incurring injury or illness immediately after using all available personal sick days. Use of catastrophic bank days for immediate family mebers is limited sixty (60) days per family member per school year.

If a reoccurrence (or continuance of injury/illness from one school year to the next) or second illness or injury incapacitates a Certificated employee within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. (For example, a participant who used the Bank after exhaustion of sick leave for sixty (60) days to care for his wife who dies of cancer, and, after returning to work suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.)

- 5.11.3.4 A certificated member's first ten (10) consecutive duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals, within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 5.11.3.5 If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- 5.11.3.6 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed either one hundred eighty days (180) in a five (5) year period or more than sixty (60) days in any one school year.

- 5.11.3.7 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential.
- 5.11.3.8 If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 5.11.3.13 below.
- 5.11.3.9 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the employee signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 5.11.3.10 When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for Disability or Retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.
- 5.11.3.11 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 5.11.3.12 Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections 5.11.2.3 and 5.11.3.4, whichever is greater. (For example, if a participant contributed when first eligible to contribute (Section 5.11.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 5.11.3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.)
- 5.11.3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial,

appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

#### 5.11.4 ADMINISTRATION OF THE BANK

- 5.11.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.
- 5.11.4.2 The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.
- 5.11.4.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
- 5.11.4.4 The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denial.
- 5.11.4.5 By November 1 of each school year, the District shall notify the committee of the following:
  - 5.11.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
  - 5.11.4.5.2 The number of days contributed by the Certificated employees for the current year.
  - 5.11.4.5.3 The names of participating Certificated employees.
  - 5.11.4.5.4 The total number of days available in the Bank.
- 5.11.4.6 The District shall notify the committee quarterly of the following:
  - 5.11.4.6.1 The names of any additional Certificated employees who have joined, in accordance with Section 5.11.2.
  - 5.11.4.6.2 The names of any Certificated employees who have canceled participation, in accordance with Section 5.11.2.
  - 5.11.4.6.3 The total number of days in the Bank at the beginning of the previous quarter.
  - 5.11.4.6.4 The total number of days added to the Bank by new participants.
  - 5.11.4.6.5 The total number of days awarded during the previous quarter and to whom they were awarded.
  - 5.11.4.6.6 The total number of days remaining in the Bank on the last day of the quarter.

- 5.11.4.7 Any dispute between the committee and the District, as to the accounting of Catastrophic Leave Bank days, shall be resolved in accordance with the Grievance Procedure, as per Article 23. The Association and the District will meet in an attempt to resolve and/or clarify the issue(s) before proceeding to Arbitration as provided in Article 23.
- 5.11.4.8 If the Catastrophic Leave Bank is terminated, for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately. In returning days to current members, remaining days will be returned only in one-half (1/2) day or more increments. Current Certificated employees shall not have more than the total number of days they have contributed to the Bank returned to them at termination of the Bank.

(See Appendix E, Catastrophic Leave Forms) (See Appendix I, Leave Forms)

#### 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 two (2) days of paid release per week from all teaching and/or other contractual duties. The days of paid release shall normally be on Tuesday and Thursday 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 \$200 per week for the paid release days and related benefits. This reimbursement shall be paid at the conclusion of each school year.

#### **Effective Date:**

This MOU shall become effective on July 1, 2024 and shall remain effective until June 30, 2026.

#### 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

Date: 5/6/24

Date: 2/24/24

Assistant Superintendent of Human Resources

ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA

Michael Millings

**AVTA President** 

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# 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 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 and 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 one hundred and twenty (120) students, those students will be placed on those teacher's caseload in an equal fashion.

Full-time Independent Study teachers may be directed to provide service to students on their caseload up to two days each week at Independent Study centers which neighbor it. The District may ask for volunteers first, before applying District seniority to those teachers. Once the District determines the need for a full-time Independent Study teacher to provide services at a neighboring Independent Study center, that teacher will be notified by the Human Resources department at the District Office and the teacher will then schedule their time at that site as needed.

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 Teacher at an Independent Study Center agrees 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 Agreement. These sections shall not exceed thirty (30) students.

#### Work day:

• The District and AVTA agree that the unique nature of the Independent Study program does not lend itself to the adherence of a regular comprehensive site bell schedule. Full-Time

- Independent Study Teachers shall work with students in their classrooms six (6) hours each standard work day, five (5) hours each flex day, and four (4) hours each minimum day.
- A full-time Independent Study teacher shall make themselves available virtually to students
  outside of the in-person work-day listed above for at least one-hour each work day, regardless of
  day type (standard, flex, minimum, etc.). This availability may be through phone, email or
  teleconference.
- Each Independent Study center employed with a minimum of two full-time Independent Study teachers will be open and staffed with a minimum of one IS teacher during the hours of 8:30am 3:40pm on regular school days, 8:30am 2:50pm on flex days, and 8:30am 1:37pm on minimum days. Teachers at each center will provide a staggered work schedule to site administration prior to the commencement of each semester. In the event that Independent Study teachers at a center cannot agree on the work schedule for each semester, site administration will direct the work schedule for each IS teacher at the center.
- Independent Study Teachers shall ensure that students have access to the Edmentum learning management system twenty-four (24) hours a day, seven (7) days a week.
- All student-parent-teacher Independent Study intake orientations will be conducted in person
  unless a virtual orientation is requested by the parent and approved by school site
  administration. During the intake orientation the IS teacher will be responsible for ensuring that
  a Master Agreement is completed, signed, and dated correctly by all parties. For each student
  whose Master Agreement is not correctly completed and on file, no caseload coverage will be
  paid to the teacher. (For example, if a teacher has 100 students enrolled, but 25 master
  agreements are unsigned, the teacher will be paid for a total caseload of 75 students).
- 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 the Edmentum 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 for a caseload of twenty-five (25) students. If a teacher reaches 30 students, the site will open an additional section. Permanent full-time Independent Study teachers will only be responsible for serving special education students who are served in the RSP setting. All Special Education students approved for Independent Study shall have their Master Agreement completed by all parties at the conclusion of the IEP meeting and then given to the Independent Study Special Education teacher to sign, date and file.

#### **Effective Date:**

This MOU shall become effective on July 1, 2024, and shall remain effective until June 30, 2025.

#### 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.

Michael Millings AVTA President

# 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 July 1, 2024, and approval by each party and shall remain effective until June 30, 2025.

#### 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: _ Kntuckam	Date: 5 6 24
Kristina Ramos Assistant Superintendent of Human Resources	
ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA	-
By: Milly	

Michael Millings AVTA President

## MEMORANDUM OF UNDERSTANDING BETWEEN ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT AND ANTELOPE VALLEY TEACHERS ASSOCIATION CTA/NEA REGARDING SPECIAL EDUCATION TEACHERS ON SPECIAL ASSIGNMENT

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 Special Education Teachers on Special Assignment.

Whereas, the Parties recognize there is a need to recruit highly qualified Special Education Teachers on Special Assignment at each of our comprehensive school sites, it is therefore, now agreed by and between the Parties that the positions of Special Education Teacher on Special Assignment will be posted district-wide. The provisions of Article 4.15 will continue to be recognized. Additionally, the Parties agree that in the event a Special Education Teacher on Special Assignment returns to a teaching position they shall have priority consideration for return to their original work location.

#### **Effective Date:**

This MOU shall become effective on August 16, 2024, and upon approval by each party and shall remain effective until June 30, 2025.

#### Non-Precedential:

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

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.

	8.16.24
	1 (
Date:	8/14/24
	Date: .

## Appendix A

Salary Schedules

#### ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

#### CERTIFICATED SALARY SCHEDULE 2024-2025 6 PERIOD WORK SCHEDULE

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
		BACHELOR'S+15	BACHELOR'S + 30	BACHELOR'S +45	*BACHELOR'S + 60	*BACHELOR'S +75
	BACHELOR'S	OR SPECIAL	With PRELIMINARY	OR MASTERS with	OR MASTERS +15	OR MASTERS +30
		CREDIT	SINGLE SUBJECT	PRELIMINARY	with PRELIMINARY	with PRELIMINARY
			CREDENTIAL	CREDENTIAL	CREDENTIAL	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	107,995
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	111,653
20	62,498	75,100	88,341	100,935	104,462	111,653
21	62,498	75,100	88,341	100,935	104,462	111,653
22	62,498	75,100	88,341	100,935	104,462	115,311
23	62,498	75,100	91,998	104,597	108,124	115,311
24	62,498	75,100	91,998	104,597	108,124	115,311
25	62,498	75,100	91,998	104,597	108,124	118,970
26	62,498	75,100	91,998	104,597	108,124	118,970
27	62,498	75,100	91,998	104,597	111,781	118,970
28	62,498	75,100	95,660	108,254	111,781	122,628
29	62,498	75,100	95,660	108,254	111,781	122,628
30	62,498	75,100	95,660	108,254	111,781	122,628
31	62,498	75,100	95,660	108,254	115,440	126,305
32	62,498	75,100	95,660	108,254	115,440	126,305
33	62,498	75,100	99,320	111,915	115,440	126,305
34	62,498	75,100	99,320	111,915	115,440	129,983
35	62,498	75,100	99,320	111,915	119,100	129,983
36	62,498	75,100	99,320	111,915	119,100	129,983
37	62,498	75,1 <u>00</u>	99,320	111,915	119,100	133,882
38	62,498	75,100	102,976	115,574	119,100	133,882

<sup>\*</sup> Must satisfy section 3.8.2.7.1 through 3.8.2.9 of Agreement (Pre BA/BS UNITS DO NO APPLY)\*\*. Board approved 10/17/24. Effective July 1, 2024.

Doctorate
National Board Certification
Hourly

\$3,500.00

\$1,500.00

\$50.00

<sup>\*\*</sup>Career increments are reflected in the individual cells of the salary schedule.

#### ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

#### **CERTIFICATED SALARY SCHEDULE 2024-2025**

#### **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
	OOLOMMI !	OOLOMIT 2	OOLONIN U	0020111114	0020111110	3010111111
				BACHELOR'S +45	*BACHELOR'S + 60	*BACHELOR'S +75
	BACUEL OBIS	BACHELOR'S +15	BACHELOR'S + 30 with	OR MASTERS with	OR MASTERS +15	OR MASTERS +30
	BACHELOR'S	OR SPECIAL CREDIT	PRELIMINARY SINGLE SUBJECT CREDENTIAL	PRELIMINARY	with PRELIMINARY	with PRELIMINARY
				CREDENTIAL	CREDENTIAL	CREDENTIAL
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	58,798	62,914	77,618	78,210	78,793	79,386
2	62,333	66,448	77,712	78,304	78,889	82,910
3	65,862	69,974	77,803	78,397	82,325	86,441
4	69,389	73,505	77,897	81,737	85,854	89,965
5	72,914	77,034	81,148	85,266	89,384	93,498
6	72,914	80,558	84,678	88,793	92,908	97,026
7	72,914	84,086	88,209	92,325	96,439	100,553
8	72,914	87,617	91,737	95,851	99,965	104,083
9	72,914	87,617	95,261	99,376	103,494	107,608
10	72,914	87,617	98,789	102,905	107,022	111,141
11	72,914	87,617	98,789	106,435	110,555	114,666
12	72,914	87,617	98,789	109,963	114,083	118,197
13	72,914	87,617	98,789	113,491	117,605	121,720
14	72,914	87,617	98,789	113,491	117,605	121,720
15	72,914	87,617	98,789	113,491	117,605	121,720
16	72,914	87,617	98,789	113,491	117,605	125,994
17	72,914	87,617	98,789	113,491	117,605	125,994
18	72,914	87,617	103,065	117,758	121,872	125,994
19	72,914	87,617	103,065	117,758	121,872	130,262
20	72,914	87,617	103,065	117,758	121,872	130,262
21	72,914	87,617	103,065	117,758	121,872	130,262
22	72,914	87,617	103,065	117,758	121,872	134,530
23	72,914	87,617	107,331	122,030	126,145	134,530
24	72,914	87,617	107,331	122,030	126,145	134,530
25	72,914	87,617	107,331	122,030	126,145	138,798
26	72,914	87,617	107,331	122,030	126,145	138,798
27	72,914	87,617	107,331	122,030	130,411	138,798
28	72,914	87,617	111,603	126,296	130,411	143,066
29	72,914	87,617	111,603	126,296	130,411	143,066
30	72,914	87,617	111,603	126,296	130,411	143,066
31	72,914	87,617	111,603	126,296	134,680	147,356
32	72,914	87,617	111,603	126,296	134,680	147,356
33	72,914	87,617	115,873	130,568	134,680	147,356
34	72,914	87,617	115,873	130,568	134,680	151,647
35	72,914	87,617	115,873	130,568	138,950	151,647
36	72,914	87,617	115,873	130,568	138,950	151,647
37	72,914	87,617	115,873	130,568	138,950	156,196
38	72,914	87,617	120,139	134,836	138,950	156,196

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

Board approved 10/17/24. Effective July 1, 2024.

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

<sup>\*\*</sup>Career increments are reflected in the individual cells of the salary schedule.

# Appendix D Extra Duty Pay Schedule

#### Appendix D

#### EXTRA DUTY PAY SCHEDULE

- 1.0 Any coaching and advisory position that is vacant during the school year, as a result of resignation, termination or creation of a new position, may be posted at that time. These mid-year positions must be posted a minimum of ten (10) workdays. Other than any mid-year vacancies, unit members interested in a coaching or advisory assignment for the following school year shall apply for consideration on or before April 1st of each year. The principal or designee shall consider the experience, qualifications and performance of each unit member requesting consideration and annually select the best-qualified person for the extra duty pay assignment. The administration shall attempt when possible to complete this process before the end of the school year. The District shall not be obligated to fill all extra duty pay assignments each year.
  - 1.1 Athletic coaching positions will be posted and selected immediately following the conclusion of each sport's season. One week after the final contest of a sport, the coaching position will be posted for a minimum of 10 school days, followed by the selection process. An example would be: Football Team "A" finishes their last game on November 10<sup>th</sup>. The school site would then post the position no earlier than November 17<sup>th</sup>, and it would remain posted for a minimum of 10 school days. This time-line concept would apply to every sport of the Fall and Winter seasons.

All openings for Spring coaching positions will be posted May 1<sup>st</sup> for a period of 10 school days and then the selection process will take place.

- 2.0 The administration shall attempt to assign extra duty pay assignments to members of the staff at the site where the assignment is available when possible. When no unit member applicant meets the qualifications in the posting as determined by applicable qualification standards promulgated by the District, the District may hire a non-unit member.
- 3.0 Coaching and advisory stipends may be shared by unit members when two or more individuals are assigned to do a coaching or advisory job. However, unless otherwise provided for in the Agreement, there shall be no more than one stipend at each site.
- 4.0 All extra duty pay assignments must be Board approved and provided for in this Agreement.
- 5.0 The stipends listed in 5.0 below are the maximum amounts to be paid by the District for extra duty assignments and for services rendered on or after July 1, 1994. The ratios are based upon of Column 6, Step 2 of the teacher's salary schedule. Effective July 1, 2015, after 5 consecutive years of coaching or activity advisement in the same sport or activity for which a stipend is awarded, permanent certificated employees shall receive a \$500 increase to their stipend beginning in their 6th consecutive year, and an additional \$500 increase to their stipend beginning in their 11th consecutive year, of coaching or activity advisement in that same sport or activity. Current coaches or activity advisors will receive credit for prior service consistent with the criteria above.

#### 5.1 COACHING

When both a boys and girls team is fielded, each team shall have a separate coach when possible and each coach shall receive a stipend. To the extent a unit member takes on two (2) assignments and receives two (2) stipends, practices shall not normally be held concurrently. Varsity coaches whose teams qualify for extended seasons (CIF regulation playoffs/finals) shall receive additional compensation derived by dividing the number of weeks or partial weeks by the number of weeks of regular season play as defined by CIF, beginning at the "practice begins" date through the "date of Last Contest" date. School holidays of Christmas Holiday and Spring Break shall not count as weeks of regular session play.

#### 5.2 COACHING

5.2.1	Athletic Coordinator	.095
5.2.2	Head Coach (Baseball, Basketball, Football, Track & Field, Wrestling, Softball, Volleyball, Cross Country, Golf, Soccer, Tennis, Swimming, Girls Flag Foot	.08 ball)
5.2.3	Assistant Coach (all sports)	.06
5.2.4	Athletic Trainer (per 12 weeks)	.06

#### 5.3 ADVISORS

Curriculum related clubs are defined as clubs that meet regularly on campus and are actively involved in representing both the school and the District in competition with other schools and Districts.

The Alternative Education Programs shall have up to ten (10) stipends from the extra duty schedule. For the purposes of extra curricular activities all alternative programs will be treated as "one site." The Alternative Education Program principal and unit member will annually agree upon the scope and responsibilities of each position.

5.3.1	ASB/Leadersh	ip	.095*				
5.3.2	(To include, but not limited to: Academic Decathlon, DECA, Citizen Bee, FBLA, FFA, FHA, Mathletes, VICA, CSF, Environmental Coord, Tutorial Coord, Renaissance Testing Coord, ELL Coord, GATE, Grad Club, House Coord, National Honor Society, Reading Club)						
5.3.3	Advanced Plac	ement Coordinator	.05				
5.3.4	Drama		.06				
	5.3.4.1	Stagecraft/Set Construction	.06				
5.3.5	Dance Team		.06				
5.3.6	ICC (Inter-Car	npus Communication Council)	.07				
5.3.7	Music						
	5.3.7.1	Instrumental Director	.095				
	5.3.7.2	Field Percussion	.075				
	5.3.7.3	Vocal Director	.085				
	5.3.7.4	Jazz Ensemble	.075				

	5.3.7.5	Field Guard	.075
	5.3.7.6	Field Drill	.075
5.3.8	Pep Squad		.06
5.3.9	Speech		.05
5.3.10	Student News <sub>1</sub>	oaper	
	5.3.10.1	Journalism	.07*
	5.3.10.2	Printing	.05
5.3.11	Yearbook		.07*
5.3.12	Class Advisor		.05
5.3.13	On Site Produ	ction/Publication	.05
5.3.14	Inter-Mural		.05
5.3.15	World-wide W	/eb	.05
5.3.16	Dress for Succ	eess Advisor	.05
5.3.17	HOSA Adviso	r	.05
5.3.18	Cadet Corps A	dvisor	.05
5.3.19	Conflict Resol	ution Coordinator	.04
5.3.20	Robotics Advi	sor	.07
5.3.21	Theater Manag	ger	.06
5.3.22	Title I Site Co	ordinator	.08
5.3.23	Title IV Site C	Coordinator	.04
5.3.24	TUPE Coordin	nator	.04
5.3.25	Site Senior Pro	oject Coordinator	.095
5.3.26	District Mock	Trial Coordinator	.05
5.3.27	Science Safety	Coordinator	.05
5.3.28	District Senior	Project Coordinator	.95

Criteria to be developed regarding the number of performances required for the stipend to be earned.

#### 6.0 DAILY AND HOURLY CERTIFICATED SALARY SCHEDULE

Effective for services performed on or after July 1, 1994.

#### 6.1 DAILY RATE

The daily rate of \$300.00 shall be paid for extended employment assigned by the District, which is beyond the unit member's basic employment contract. The daily rate includes payment for six (6) hours per day.

#### 6.2 HOURLY RATE

The hourly rate of \$50.00 shall be paid for the following types of assignment beyond the unit member's basic employment contract when assigned by the District.

6.2.1 Home teaching, GATE, period substitute, summer session, Driver's Training and any other hourly assignments that may be offered on an as needed basis.

#### 6.3 ADULT EDUCATION

Unit members working as Adult Education Teachers shall be paid as per section 6.2.

- 7.0 Salary schedule for authorized positions for which additional income is included in the basic contract effective for services performed on or after July 1, 1994.
  - 7.1 SCHOOL COUNSELOR; PROGRAM SPECIALIST; NURSE; WORK EXPERIENCE COORDINATORS Placement on the Certificated Salary Schedules x (times):

Ratio 1.02 for the first year

Ratio 1.04 for the second year

Ratio 1.06 for the third and subsequent years.

Ratio 1.18 for Head Counselors.

#### 7.2 DEPARTMENT CHAIRPERSON

Contingent upon the table of organization authorized for the individual school (guidance department included). The ratios are based on Column 3, Step 1, of the certificated salary schedule (Appendix B).

7.2.1	DEPAF	RTMENT SIZE	ANNUAL RATE OF PAY
			EFFECTIVE July 1, 1994
	1.0	3 Teachers	.036
	3.2	7 Teachers	.043
	7.2	11 Teachers	.051
	11.2	15 Teachers	.058
	15.2	20 Teachers	.065
	20.2	plus Teachers	.072

8.0 COUNSELORS will receive an additional 15 contract days. Desert Winds/CDC/ROP counselors will receive an additional 13 contract days. Head Counselors will receive an additional 18 contract days. Work Experience Coordinators will receive an additional 13 contract days. (Refer to Article 3.1)

#### 9.0 AGRICULTURE TEACHERS

All Agriculture teachers will receive an additional twenty days of extended contract at their daily rate of pay based upon periods taught as outlined below:

- 1 period of Agriculture class = 4 days of extended contract time.
- 2 periods of Agriculture class = 8 days of extended contract time.
- 3 periods or more of Agriculture class = 20 days of extended contract time.

All Agriculture teachers will receive up to an additional ninety hours of pay at the district rate for project supervision duties based upon periods taught as outlined below:

- 1 period of Agriculture class = 18 hours of pay.
- 2 periods of Agriculture class = 36 hours of pay. 3 periods or more of Agriculture class = 90 hours of pay.
- Each comprehensive site will have two "Initial IEP" stipend positions of \$1,500.00. It will be the 10.0 responsibility of the unit member who holds this stipend position to handle all initial IEP's at their respective site, including placement and processing protocols.

## Appendix F

Class Caps &

Total Student Contact Caps

#### CLASS CAPS & TOTAL STUDENT CONTACT CAPS

#### Eligible for Overage Compensation

	AG	Behavior Science	Visual Arts	Business	Computers	*Drama/ Stage Craft 1-4 or Comb	English	Foreign Lang.	Home Ec	Ind Tech	Lit/Alg Support	Math
Class												
Caps	33	36	33	33	33	35	33	33	33	32	26	33
Total												
Student	165	180	165	165	165	175	165	165	165	160	130	165
Contact	+1	+1	+1	+1	+1	+ 1	+1	+1	+1	+1	+1	+1
Сар												

	Science	P.E.	Social Science	AVID	Орр.	CTE electives	Work Exp.	CDS/ Phoenix	S.I. Class	Cont. Schools P.E.
Class										
Caps	33	53	36	32	25	32	30	26	33	41
Total										
Student	165	265	180	160	125	160	150	130	165	205
Contact	+1	+1	+1	+1	+1	+1	+1	+1	+1	+1
Cap										

SPED	SDC	тмн	ED	SDD	DHH	AUTISM
Class Caps	18	12	13	10	13	8
Total Student Contact Cap	105 +1	72 +1	78 +1	60 +1	78 +1	48 +1

\*SDC based on 5 period day. TMH, ED, SDD, DHH & Autism based on 6 period day. Refer to Article 9.4 for terms.

Special Education caseloads with a cap in excess of 28 students are eligible for Total Student Contacts Fees, per Article 9.8. SPED Teachers who are eligible must choose to receive either the caseload overage or the class cap overage.

#### Not Eligible for Overage Compensation

	Acapella Choir	Beg. Instru.	Choral Ensemble Concert	Concert Band	Television Production	Music Theory/ Apprec.	Cadet Corps	ROTC 1	ROTC 2-4	Student Gov't.	Dist. Opp.	45 Day Prog.
Class Caps	51	31	51	42	26	36	41	41	31	36	18	15
Total Student Contact Cap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	Jazz Ensemble	Marching Band	Mixed Chorus	Orchestra	P.E. Athletics	P.E. Drill	Percussion	Show Corps	Symphonic Band	Wind Ensemble
Class Caps	21	101	51	36	66	121	31	36	61	61
Total Student Contact Cap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A