



# *Agreement Between*

*Antelope Valley Union High School District*

*Board of Trustees*

*and*

*Antelope Valley Teacher's Association*

*CTA/NEA*

*July 1, 2019 through June 30, 2022*

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**Article I**  
**AGREEMENT**

- 1.0 This Agreement is entered into this 1st day of July, 2019, by and between the Board of Trustees of the Antelope Valley Joint Union High School District, hereinafter referred to as the "District," and the Antelope Valley Teachers Association, CTA/NEA, an employee organization. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code, hereinafter referred to as the Educational Employment Relations Act and it shall be in full force and effect until June 30, 2022.
  
- 1.1 This Agreement shall be subject to annual salary negotiations, including extra duty pay assignments and health and welfare benefits, for the term of this agreement. Furthermore, it is agreed and understood that the District and Association may reopen an additional two (2) articles each to be considered as subject to renegotiation at the time that the salaries and benefits are annually renegotiated.

**Article 2**  
**CERTIFICATION OF REPRESENTATIVE**

- 2.0 Pursuant to the "Certification of Representative" in Case Number LA-D-157 (LA-R-55), by the Public Employment Relations Board, (PERB), State of California on the 24th day of June 1984, the District recognizes that the Association was certified as the exclusive representative of the following described unit of certificated employees:
- 2.1 Included:
- All certificated employees of the District including certificated employees at Academies of the Antelope Valley of the AVJUHS.
- 2.2 Excluded:
- All classified and other non-certificated employees; all substitutes in any capacity, individuals who are hired specifically to perform extra-duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the District; any employee whose primary employment is not with the District, such as sheriff's deputies; all management, administrative and confidential employees within the meaning of Government Code Section 3540.1(g), and parttime Adult School teachers who are not otherwise members of the unit.
- 2.3 The Association, in turn, recognizes the Board of Trustees as the duly-elected representative of the people and agrees to negotiate exclusively with the District through the provisions of the Educational Employment Relations Act.
- 2.4 New classifications created shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to PERB for determination.

**Article 3**  
**SALARIES AND BENEFITS**

- 3.0 The salary schedule for the 2019-2020 school year shall increase the 2018-2019 base salary by one percent (1%), effective July 1, 2019. The salary schedule is contained in Appendix A. Each certificated unit member employed on October 1, 2019, will receive a one-time, off-schedule payment equal to one percent (1%) of the unit member's 2019-2020 placement on their respective salary schedule.
- 3.1 Unit members shall be contracted for a total number of days of service during the regular work year not to exceed one hundred and eighty-five (185) days and new unit members initial work year shall be one hundred eighty-seven (187) days.
  - 3.1.1 As part of this agreement, two (2) hours of the two-day New Bargaining Unit Member Orientation shall be set aside solely for the purposes of Association New Bargaining Unit Member Orientation.
  - 3.1.2 Furthermore, new bargaining unit members beginning after the start of the school year (missing the orientation) shall be required to attend the two (2) days of Bargaining Unit Member Orientation at the first available opportunity, which would likely be at the beginning of their second year.
  - 3.1.3 Returning bargaining unit members wishing to attend these two days of New Bargaining Unit Member Orientation may do so. However, it shall not be required that returning bargaining unit members attend except those new bargaining unit members who missed the orientation the previous year.
  - 3.1.4 All teachers serving in a position requiring a Special Education Credential shall be entitled to receive two (2) additional contract days. These two days shall be used for mandatory training. Except in cases of bereavement, a teacher must attend the training to receive pay for these days.
- 3.2 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 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 (21<sup>st</sup>) step.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### 3.8.3 DISTRICT STAFF DEVELOPMENT CREDIT

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

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

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

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

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

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

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

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

3.11 **CAREER INCREMENT:** Prior to the 2000-2001 school year, and beginning with the 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.

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 December 1, 2019, the current cap on health and welfare benefits is \$1,484.02.

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

- a) **Blue Cross Prudent Buyer Option 1** Annual deductible \$100/\$300, 90%/10% & \$10 office visit coverage, prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP program.
  - b) **Blue Cross Prudent Buyer Option 2** Annual deductible \$100/\$300; 100% coverage & \$0 office visit coverage, prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP program.
  - c) **Blue Cross Prudent Buyer Option 3** Annual deductible \$300/\$600, 90%/10% & \$20.00 office visit, prescriptions \$7 generic, \$25 Brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP program.
  - d) **Blue Cross Prudent Buyer Option 4** Annual deductible \$2,000/\$4,000, 80%/20% & \$30.00 office visit, prescriptions \$9 generic, \$35 Brand, mail order (90 day supply) prescriptions \$18 generic, \$90 brand; EAP program.
  - e) **Kaiser – Option 1** \$0 office visit co-pay; \$5 Rx; Vision – eye exam and \$150 towards glasses; Chiropractic care \$10 per visit for 30 visits per year; EAP program  
**Kaiser – Option 2** \$30 office visit co-pay; \$10/30 Rx; Vision – eye exam and \$150 towards glasses; Chiropractic care \$10 per visit for 30 visits per year; EAP program
  - f) **Delta Dental Incentive Program** with a maximum of \$1,500. 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 patient per year. In addition, the plan provides for \$3,000 in orthodontic coverage for children and adults.
  - h) **Medical Eye Services Vision Plan** \$130 frame allowance (current plan used with Blue Cross Prudent Buyer Plans and Blue Cross California Care Plan).
  - i) Provide a mutually acceptable IRC 125 program to permit unit members to utilize pretax dollars for qualified expenditures. IRC 125 contributions shall be held in an interest-bearing escrow account in order to protect the District from future shortages in the IRC 125 account. The District shall preserve that account and its interest until such time as the balance is reduced to zero. All interest accrued will be credited to this account. The District shall provide the Association with a quarterly statement for this escrow account;
  - j) **Delta Care PMI Managed Dental Plan.**
  - 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 (55<sup>th</sup>) birthday and having completed twenty (20) consecutive years of District service including paid leave to the District. This benefit will continue until the retired unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age sixty-five (65). Each retired unit member for whom the District provides medical insurance coverage under this section shall be eligible to continue the dental and vision plan at the member's cost.
- 3.14.2 Effective upon adoption by the Board of this Agreement, a unit member whose employment with the District is terminated by retirement or who has disability allowance approved after the effective date of this Agreement under the State Teachers' Retirement System after reaching the fifty-fifth (55th) birthday and who has completed five (5) years of service to the District, including paid leave, may maintain health insurance coverage by paying his/her own premiums. The retired unit member may maintain the health insurance coverage until the retired unit member is age sixty-five (65) or on the date the retired unit member determines to discontinue the coverage prior to age sixty-five (65).
- 3.14.3 Effective July 1, 2000 the District will implement a MediGap Program (over 65 supplement) for certificated employees who retired during or subsequent to the 1999-2000 school year under STRS after 10 years of service with the District and are eligible for Medicare A & B. Preliminary funding for this program will be based on one percent (1%) of the 2000-01 certificated salary schedule and up to a maximum of one percent (1%) in future years. Continued funding and level of benefit will be contingent on an actuarial study conducted by the District. The District's intent is to make this program successful.
- 3.14.4 Certificated unit members, current and active as of June 21, 2013, with ten (10) consecutive years of District service, who retire from the District under STRS or PERS, and who are eligible, or will be eligible, for MediCare A + B, shall receive the supplemental Medicare Program. Eligible participants who retire, at the time Medicare Benefits begin, receive a MediGap Benefit of \$150 per

month until age 75, or may choose to receive a one-time monetary buy-out of \$5,000, on the date of their retirement, in lieu of receiving the monthly benefit.

3.14.5 Certificated employees hired after June 30, 2013 will not be eligible to participate in the MediGap Program.

3.14.6 In the event the Patient Protection and Affordable Care Act (PPACA) is modified, repealed or invalidated, in whole or in part, making the provision of MediGap benefits unnecessary, irrelevant or unlawful, e.g., MediGap benefits are covered by the PPACA, the parties agree to immediately meet and negotiate modifications to the District MediGap program.

3.15 **EXTRA DUTY PAY SCHEDULE** - Extra Duty Schedule outlined as per Appendix D.

**Article 4**  
**EMPLOYEE WORKDAY AND DUTY OBLIGATIONS**

- 4.0 The Association and the District recognize that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to a workday of rigidly established length.
- 4.0.1 Unit members other than those listed in Section 4.2 below are expected to be at school fifteen (15) minutes prior to the start of their first assigned period and to be on duty after their last period assignment for a sufficient amount of time to perform their duties.
- 4.0.2 In addition to instructional duties, which the District and the Association recognize to be of primary importance, a unit member's duties include, but are not limited to, classroom or job-related responsibilities; planning, selecting and preparing materials for instruction; evaluating work of pupils; keeping records; conferring with pupils, parents, staff and administrators; supervising the work of assigned aides; attending faculty and department team meetings; participating in District-sponsored professional activities relating to the unit member's assignment; assuming responsibility for the proper use and control of District property, materials, equipment, supplies under the jurisdiction of the unit member; and participating in Back-To-School Night and other school programs.
- 4.0.3 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 counselors, school work-experience teachers, program specialists, nurse 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. School counselors who are assigned to perform services beyond their regular workday shall be compensated at one-seventh (1/7th) their daily rate for each hour of such extra service provided that the extra service is substantially the same as their normal duties. SOAR teachers shall report for work, as directed by the site administrator, and shall remain on duty for no more than thirty (30) hours a week, exclusive of lunch, and also remain on duty for a sufficient amount of time to perform the duties which are related to their normal assignment.
- 4.2.1 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 is contracted to work will be determined by the principal, or designee, and student services administrator, in consultation with the Nurse, and will be based on site needs, student population, etc. Nurses 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.

- 4.2.2 District Work Experience teachers will receive a regular Coordinator preparation period, plus one (1) period for processing work experience permits of students enrolled in their Work Experience classes. Additionally, District Work Experience teachers will receive a release period(s) to evaluate job sites of students for whom they have issued work permits, exclusive of permits issued to students enrolled in their Work Experience classes, according to the following schedule.
- 1 to 100 students:** one (1) release period  
**101 to 200 students:** two (2) release periods  
**More than 200 students:** three (3) release periods
- 4.2.2.1 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.
- 4.2.2.2 District Work Experience teachers will be limited to 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 six (6) 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 for their work week to perform duties that are related to 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. Academies of the Antelope Valley teachers shall return student/parent contact within 24 hours (48 hours over the weekend) during the traditional school calendar.
- 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 one (1) day release per quarter to perform duties related to the creation of IEP plans. This is not intended to apply to SDC-A teacher’s duty to attend scheduled IEP meetings.
- 4.5 Unit members who are assigned or who volunteer to serve as period substitutes during conference/preparation period shall receive as compensation the hourly rate as reflected in 6.2, Hourly Rate, of Appendix D, Extra Duty Pay Schedule.
- 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 five 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 written request one 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. This release time may be used in hourly increments.
- 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 five (5) 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.

- 4.6 There shall be a ratio of five teaching periods to one conference/preparation period for each two-week time period for unit members. Where a teacher agrees to undertake an assignment of an additional period of teaching beyond the regular five (5) periods of teaching, such unit member shall receive additional compensation at the prorated salary which is 0.1667 times the salary for five 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 shall include at least one 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 The following classifications shall be compensated on the 7 period work schedule: Independent Study teachers, CDC teachers, Continuation School teachers, On-Site Continuation teachers. Where a teacher agrees to undertake an assignment of an additional period of teaching beyond the regular six (6) periods of teaching, such unit member shall receive additional compensation at the prorated salary which is 0.1428 times the salary for six 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 shall include at least one conference/preparation period during each regular school day.
- 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) Seniority of unit members.
  - f) Recency of experience in teaching the content of the section.
- 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.
- 4.9 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, in conjunction with the teacher and counseling staff at each school, 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.

While the principal maintains discretion to determine the configuration and distribution of assigned positions, 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 vice-principal or other administrator shall submit the results of the elections to the Principal by December 15<sup>th</sup> 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 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 current semester.

#### **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 submit to administration as appropriate for purchase considerations.
- 4.10.4.2.7 Coordinate use of departmental instructional hardware necessary to facilitate program needs.
- 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.
- 4.10.4.2.17 Assist in the interviewing and selection of teachers, teacher assistants, instructional aides, and other personnel for the department.
- 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 eleven (11) fully funded Department Chair positions as listed below:

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

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

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

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

#### 4.11 **ACADEMY COORDINATORS**

##### 4.11.1 **SELECTION OF ACADEMY COORDINATORS**

###### 4.11.1.1 **QUALIFICATIONS**

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

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

#### 4.11.1.2 **SELECTION**

- 4.11.1.2.1 Once an Academy plan is approved by the District, the position of Academy Coordinator shall be posted.
- 4.11.1.2.2 Applications shall be submitted to the principal or principal's designee.
- 4.11.1.2.3 A committee consisting of Department Chairs whose department is impacted by the plan, and up to an equal number appointed by the Principal (50 percent appointed by the Association Site Representative and 50 percent by the Principal) shall review the applications, interview applicants, and make a recommendation to the Principal.
- 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 current semester.

#### 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.
- 4.11.3.2.4 Maintain records as necessary to ensure that requisitions recommended for approval are within Academy allocations.
- 4.11.3.2.5 Coordinate Academy recommendations for supplementary materials and submit to administration as appropriate for purchase considerations.
- 4.11.3.2.6 Coordinate use of Academy instructional hardware necessary to facilitate program needs.
- 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 Lead Academy members in developing Academy curriculum and implementing and revising that curriculum with consultation from the appropriate academic department chair and other staff as required.
- 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 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 Department Chair meetings and site department meetings as required.
- 4.11.3.2.13 Represent the school at District wide meetings called by the Deputy 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 of teachers, teacher assistants, instructional aides, and other 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 or Principal's designee 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 Work with various departments and Department Chairs to coordinate the integration of the core curricula within the Academy theme.
- 4.11.3.2.17 Coordinate and supervise community and work-based Academy program components during school and after school hours as required.
- 4.11.3.2.18 Work with community groups and individuals to secure participation in and support for Academy programs.

#### 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 pay 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 pay 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 pay and two (2) release periods, and will be placed on a 202 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 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 The workday for unit members of Alternative Schools shall be no longer than the maximum workday of other unit members in the same job classification unless the teacher accepts a 1/6<sup>th</sup> paid assignment in accordance with Article 4.6.

4.12.4 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.

4.12.5 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.

4.12.6 If an alternative school has more than one site, it shall be considered one school with satellite campuses. Movement from campus to campus shall be treated as room assignments as on a comprehensive campus. Involuntary reassignments to a satellite campus will be based on program needs or other special situations. Consideration will be given to unit members who were granted site specific assignments.

#### 4.13 **STUDENT SUPPORT SERVICES DEPARTMENT ORGANIZATION**

##### 4.13.1 **SELECTION OF HEAD COUNSELORS**

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

#### 4.13.1.1 **ELIGIBILITY**

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

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

#### 4.13.1.2 **SELECTION**

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

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

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

#### 4.13.2 **RESPONSIBILITIES**

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

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

#### 4.13.3 **DUTIES OF THE HEAD COUNSELOR**

4.13.3.1 The head counselors are directly responsible for the discharge of their duties and are accountable to the Principal or assistant principal as specified in the organizational plan of the individual school.

4.13.3.2 The following is a list of head counselor's responsibilities and duties in that role that are to be used as a guide for principals in the development of job specifications that meet the needs of the individual schools and the school's comprehensive guidance and counseling program. These shall be the basis for performance evaluation as a head counselor.

4.13.3.2.0 Coordinate and manage the delivery of services through the Student Support Services program including Academic, Personal-Social and College-Career Domains.

4.13.3.2.1 Call and chair a minimum of at least one (1) department meeting each week.

4.13.3.2.2 Arrange for the taking and distribution of accurate minutes for all department meetings. Distribution shall include the principal, assistant principal, assistant superintendent of student services and any other interested parties.



- 4.13.3.2.3 Approve and coordinate requisitions and purchasing of necessary department supplies, equipment, and supplemental materials from within the department.
- 4.13.3.2.4 Maintain records as necessary to ensure that requisitions recommended for approval are within department allocations.
- 4.13.3.2.5 Coordinate departmental recommendations for supplementary materials and submit to administration as appropriate for purchase considerations.
- 4.13.3.2.6 Maintain an inventory of equipment and materials assigned to the department.
- 4.13.3.2.7 Delegate tasks when necessary to appropriate members of the department.
- 4.13.3.2.8 Lead department members in developing, implementing and revising the comprehensive guidance and counseling program.
- 4.13.3.2.9 Assist department members in the understanding of District and Site Vision and Mission and achievement of District and Site specific goals for guidance and counseling that meet the National Standards for School Counseling of the American School Counselor Association.
- 4.13.3.2.10 Advise the administration of department needs in the areas of personnel, scheduling, supplementary materials, equipment and training.
- 4.13.3.2.11 Encourage attendance at workshops and the reading within the department of professional journals and pertinent written materials in order to remain current in each field.
- 4.13.3.2.12 Encourage department members to experiment with new and better ways of reaching department objectives, meeting students' needs and implementing and adhering to the national standards for school counseling.
- 4.13.3.2.13 Represent the school at District-wide guidance and counseling meetings called by the Assistant Superintendent, Student Services or his/her designee during or after school hours and provide leadership in the development of the comprehensive guidance and counseling program.
- 4.13.3.2.14 Assist in the interviewing and selection of counselors, pupil service technicians, guidance clerks, and other personnel for the department.
- 4.13.3.2.15 In collaboration with administration, provide supervision for Counseling Interns.
- 4.13.3.2.16 Coordinate new student registration program and returning student course selection process.
- 4.13.3.2.17 At the close of each school year present a brief written annual report to the principal or assistant principal highlighting the accomplishments of the department for the year, listing current needs and outlining the plans for future development to be considered in goal setting in the subsequent year.

4.13.3.2.18 Assisting Department Members:

- 4.13.3.2.18.1 The head counselor shall observe a department member at the request of said department member for the purpose of providing constructive feedback.
- 4.13.3.2.18.2 Within five (5) days after such an observation, the head counselor shall meet with the unit member involved and discuss the observation. At that time the head counselor may give the unit member verbal recommendations, commendations and suggestions.
- 4.13.3.2.18.3 As a natural extension of the possible involvement of the head counselor in the interview and selection process, he/she is to be given the necessary release time to provide unit members with the assistance and support needed in the development of effective counseling skills.
- 4.13.3.2.18.4 In the spirit of collaboration, head counselors will provide feedback to the principal or assistant principal on the performance of department members.

**4.14 EVALUATION PROCEDURES FOR HEAD COUNSELOR**

- 4.14.1 Each September the head counselor shall meet with the principal and review the Head Counselor's position description and establish goals for the remainder of the year.
- 4.14.2 The principal or designee shall be responsible for the ongoing evaluation of the Head Counselor.
- 4.14.3 Head Counselors with an unsatisfactory evaluation in that role shall be notified in writing and given a minimum of thirty (30) school days to correct such areas of deficiency.
- 4.14.4 In the event that the deficiencies are not corrected to the satisfaction of the principal, the Head Counselor shall be removed from office at the end of the current semester.

**4.15 SPECIAL EDUCATION TEACHERS ON SPECIAL ASSIGNMENT (TSA)**

**4.15.1 SELECTION OF SPECIAL EDUCATION TSA's**

**4.15.1.1 QUALIFICATIONS**

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

**4.15.1.2 SELECTION**

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

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

#### **4.15.2 EVALUATION OF SPECIAL EDUCATION TSA's**

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

#### **4.15.3 DUTIES OF THE SPECIAL EDUCATION TSA**

- 4.15.3.1 Consults with Department Chair and Sped Vice Principals to monitor caseloads of Special Education Department.
- 4.15.3.2 Oversee caseload of student on watch and consult.
- 4.15.3.3 Oversee and monitor Special Education students on IS/Home teaching.
- 4.15.3.4 Organization and implementation of on-site learning center.
- 4.15.3.5 Oversee assistive technology equipment/material of SPED department.
- 4.15.3.6 Attend and advise feeder schools as to recommendations at 8<sup>th</sup> grade IEP's.
- 4.15.3.7 Trains a team of SPED teachers to support 8<sup>th</sup> grade transition to HS IEP's.
- 4.15.3.8 Attendance as Admin designee at annual IEP's for the SPED department.
- 4.15.3.9 Log and coordinate administration of standardized testing for initial IEP's.
- 4.15.3.10 Collaboration with counseling and administration regarding registration process for SPED students.
- 4.15.3.11 Work with SPED department chair on relaying of information from district SPED office to staff.
- 4.15.3.12 Conduct on-site training for SPED department.

- 4.15.3.13 Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems.
- 4.15.3.14 Communicate with parents and school staff on the individual student's progress for students on their caseload.
- 4.15.3.15 Liaison to general education staff to assist with staff development needs to support collaboration and inclusion strategies.
- 4.15.3.16 Assist collaboration team with communication along stake holders (student, parents, staff, community), including chairing the Inclusion Site Team.
- 4.15.3.17 Plans and coordinates the work of aides, classified personnel, assistants, and other paraprofessionals in collaboration with the SPED Department Chair and SPED Vice Principal.
- 4.15.3.18 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.

**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. Such statements shall be provided no later than November 1 of each school year. Unit members will be provided with updated statements of accrued sick leave within five (5) days of such request.
- 5.1.6 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, per illness or accident, the difference between his/her daily rate of pay based upon his/her annual salary and the amount that was actually paid to the substitute employee (hourly rate, plus fringe and statutory benefits) or, if no substitute employee was employed, the amount that would have been paid a substitute on the first step of the substitute salary schedule. Unit members shall not be provided more than one five-month period per illness or accident.

- 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 leave. Periodic medical reports may also be required during the extended absence of a unit member. 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. The District shall not require verification of illness from unit members in an arbitrary or discriminatory manner. Unit members returning to work from illness involving surgery, serious illness, differential leave, or extended absence, shall be required to present a doctor's release verifying a physical condition suitable for return to work, including any restrictions. For purpose of this section, 'extended absence' is defined as an absence of more than five (5) work days. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated, shall be placed in an unpaid status until such verification is received by the District.
- 5.1.8.1 Certificated unit members utilizing their own sick time. Certificated unit members on sick 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.

- 5.1.8.2 Certificated unit members who have exhausted sick leave and are on differential leave. Certificated unit members whose absences have resulted in them utilizing differential leave must submit, in person, via email or by facsimile or digital image, a physician's note to the District Office, Personnel Department, signed by their physician prior to returning to work. Failure to do so will result in a dock in pay for the days absence.

Certificated unit members on differential leave for more than five (5) days must submit a physician's note on the sixth (6<sup>th</sup>) days of absence, regardless of their return to work, in order to authorize the prior five (5) days of absence (as required while utilizing regular sick leave). If the note received on the sixth (6<sup>th</sup>) day does not authorize the certificated unit member continuing absence, subsequent notes are needed to authorize each five (5) days of absence.

- 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.

## 5.2.0 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**

Use District-wide form requesting personal necessity leave. The form to be utilized is attached hereto.

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.

#### **5.4 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. At the discretion of the District, the immediate family definition may be waived.

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.
- 5.5.1.1 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.
  - 5.5.1.6 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.
- 5.6.4 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:
    - a. 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. The District shall not incur any expenses associated with such leave.
- 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.

**5.11 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 30<sup>th</sup> 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 30<sup>th</sup>.
- 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 thirty (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 members 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)

**ARTICLE 6**  
**VACANCIES, REASSIGNMENTS AND TRANSFERS**

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

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

6.3.3 Criteria for Reassignment:

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

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

6.4.1 Unit Member Initiated (Voluntary) Transfer

- 6.4.1.1 A unit member's request for transfer shall be submitted on the Certificated Transfer Request Form, along with a current resume. The transfer request forms and resume shall be filed with the District Personnel Services Office.
- 6.4.1.2 All transfer request forms received by the Personnel Services Office by the closing date contained in the vacancy announcement shall be considered for that opening. Unit members may file a request for transfer for general consideration for the following school year in the District Personnel Services Offices each year, from January 1<sup>st</sup> until May 1<sup>st</sup>.
  - 6.4.1.2.1 The request shall include preference of assignment, location desired, and the unit member's current resume.
  - 6.4.1.2.2 Such requests shall be considered for vacancies occurring the subsequent school year up to the completion of the second (2<sup>nd</sup>) week of the following school year and shall be invalid thereafter.
  - 6.4.1.2.3 The unit member must be available for an interview upon reasonable notice.
- 6.4.1.3 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request in order to discuss the reasons for the denial. These reasons shall be put in writing to the unit member within ten (10) working days, if requested by the unit member.

#### 6.4.2 District Initiated (Involuntary) Transfer

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

6.5 **Vacancies:**

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

6.5.2 First Step – Voluntary / Involuntary Reassignment

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

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

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

6.5.3 Second Step – Transfer Within Classification

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

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

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

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

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

6.5.5 Fourth Step – Outside Candidate

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

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

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



**Article 7**  
**SAFETY CONDITIONS OF EMPLOYMENT**

- 7.0 The District, within its fiscal capabilities, shall provide continuous administrative monitoring of working conditions and correction of unsafe hazardous working conditions.
- 7.0.1 Determination of safe working conditions shall be made by the District and shall be in strict compliance with applicable state and federal safety laws.
- 7.0.2 When unsafe or hazardous conditions are determined to exist, the site administrator will make necessary adjustments until the unsafe condition is corrected.
- 7.1 Both parties agree that the responsibility for providing safe working conditions is that of the District, and that responsibility to follow safe procedures and practices in the performance of duties is that of the unit member. In addition, the responsibility of reporting unsafe and hazardous conditions to the site administrator is that of the unit members and members of the District staff.
- 7.2 When possible, maintenance or repair to the classroom will be accomplished at a time when the classroom is not in use. An alternate facility may be temporarily provided to the unit member. Emergency repairs may be accomplished during the school day; however, any repair procedures which would be unsafe to the unit member or to students shall be performed when the classroom is empty.
- 7.3 A unit member shall not be required to perform duties under conditions which pose an immediate and/or serious threat of bodily harm or substantial health hazard to the unit member, provided that the unit member has exhausted reasonable means within his/her control to remedy the condition.
- 7.4 Any assault upon a unit member or vandalism of his/her personal property committed by either students or adults shall be reported promptly by the unit member to the respective school administrator or designee. The Report of Property Damage/Loss/Vandalism form will contain the unit member's name, the date and location of the assault or vandalism, a description of the incident, and, if known, the name of the person(s) responsible.
- 7.4.1 Education Code Section 44014 requires that the report to local law enforcement authorities of an assault by a student shall be made by both the unit member and an administrator.
- 7.4.2 Any other public offense committed against the unit member or his/her property by either student or adult shall be reported promptly by the unit member to the respective school administrator or designee. The Report of Property Damage/ Loss/Vandalism form will contain the unit member's name, date and location of the offense, a description of the incident, and, if known, the name of the person(s) responsible.
- 7.5 Any unit member, during the performance of his/her duties, may exert the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. When exercising the above, the unit member shall not be subject to criminal prosecution or criminal penalties - Education Code Section 44807.
- 7.6 When appropriate and possible, visitors to campuses will be informed of laws prohibiting physical or verbal abuse of unit members. Law enforcement assistance will be requested by the site administrator, or his/her designee, when necessary to protect unit members.

- 7.7 The District agrees to reimburse any unit member for the loss, destruction or damage by arson, burglary or vandalism of the unit member's personal property which is used in the schools of the District. The maximum amount of such reimbursement to any unit member shall be \$750. In order to qualify for reimbursement, the use of the personal property must be approved in writing prior to its use in the schools, and a value for the property established between the unit member and the appropriate administrator. The District may waive the above requirement on a case-by-case basis. The principal may revoke at any time, in writing, to the employee, his/her authorization of the use of personal property at the school site. If the employee receives reimbursement from another source, the amount of that reimbursement shall be deducted from the District's payment.
- 7.8 A written description listing unit member's rights and duties under the Education Code and District regulations with respect to the discipline and suspension of students shall be provided to each unit member upon reporting to his/her school after initial hire and, thereafter, at the commencement of each school year. Site administration shall keep on file records that said information has been provided to each unit member.
- 7.9 At the time the District or site administrator receives information from the proper judicial authorities regarding a student's criminal record, this information shall be shared on a case-by-case basis with unit members having supervision over the student pursuant to Education Code Section 49079. Unit members who receive such information are required to maintain its strict confidentiality.
- 7.10 Where the District leases or otherwise has a contractual arrangement with a private facility at which unit members are assigned to work, the District will use its best efforts to enforce its rights under the lease or contractual arrangement to ensure that the operator of the private facility maintains proper health and safety conditions at the facility.

**Article 8**  
**EMPLOYEE WORKING CONDITIONS**

- 8.0 The District shall provide, within the capabilities of its resources and as determined by the District, facilities, equipment, supplies and materials necessary to conduct the educational programs of the District. The District shall make reasonable accommodations for keeping unit members' materials and ordinary personal items secure through an adequate number of locked cabinets, desks and classrooms on each campus.

**Article 9**  
**CLASS SIZE / STUDENT CONTACTS**

- 9.0 Class Caps and Total Student Contact Caps are set forth in Appendix F.
- 9.1 Class caps are subject to modification for purposes such as changes in enrollment and attendance, size and availability of facilities, limitations for special education classes and guidelines for state and federally funded programs. Prior to any modification the Association will be consulted.
- 9.2 The District will make every reasonable effort to balance class loads and stay within Class Caps. Leveling of classes shall occur within twenty (20) days after the start of the first semester (first quarter for continuation schools) and fifteen (15) days after the start of the second semester (second, third & 4<sup>th</sup> quarters for continuation schools). Compensation will be based upon average class enrollment. The average will be determined by adding the actual class enrollment of three designated days during each semester, taking that total and dividing by three (3).

**First semester:** Days for overage compensation would include: The 40<sup>th</sup>, 60<sup>th</sup>, and final day of first semester.

**Second Semester:** Days for overage compensation would include: The 40<sup>th</sup>, 60<sup>th</sup>, and final day of second semester.

When the average of the three (3) days results in a decimal number, the total will be rounded to the nearest whole number and Overage amount will be based on that number.

Overage compensation is paid on a per semester basis (two quarters equal one semester). Unit members must actively serve and discharge their duties seventy-five percent (75%) of the actual workdays in the relevant semester to be eligible for that semester's overage compensation.

The Overage Fee is based on exceeding the Total Student Contact Cap. Total Student Contact Cap is the sum of the unit member's Class Caps plus one, excluding classes taught as Non-compensated Overage Classes (Appendix F); students enrolled in Non-compensated Overage Classes do not count toward either cap.

PowerSchool (or current student information management system) enrollment on the three (3) identified days determines enrollment. Overage fees to be paid as follows:

Students	Daily Contact Overage Fee # Over Student Contact Cap
1	\$200.00
2	\$400.00
3	\$600.00
Each additional	\$200.00

Non-compensated Overage Classes are indicated by an asterisk (\*) in Appendix F. Due to the nature of the classes, the Association and the District recognize that there may be legitimate reasons for these classes to exceed the Class Caps.

- 9.2.1 Full time Virtual Academy teachers in the Academies of the Antelope Valley will be assigned no more than 180 students and will not receive class size overage fees. Virtual Academy teachers will also be assigned no more than eight (8) preps.
- 9.3 The provisions of this article shall not apply to classes maintained during the summer months in the summer session.

- 9.4 Special Education class caps are as follows: SDC 21, TMH 12, ED 13, SDD 10, DHH 13, and Autism 8. Daily Contact Overage Fee, as described in section 9.2, will be paid according to the terms of section 9.2, except that a 20% deduction for each instructional aide (including one-on-one aides) assigned to the special education class will be taken from the total to be paid with a maximum deduction of 50% of the payable overage compensation. Special education teachers who are eligible for caseload overages, per section 9.8, must choose to receive either the caseload overage or the Daily Contact Overage.
- 9.5 The above provisions shall not be construed to hinder the District's flexibility in utilizing instructional groupings different from the historically standard classroom, such as large group instruction, cooperative teaching teams, pilot programs, or similar nonstandard structures.
- 9.6 Data used to determine if Total Student Contact Caps have been exceeded shall be made available to the Association or Unit Member upon request.
- 9.7 Prior to commencement of each school year, guidance counselor workloads for each school, including where appropriate, counselor-pupil ratios, shall be determined by the District after consultation with the head counselor(s) at each site. This consultation will take place during the month of August.
- 9.8 **Special education caseloads** will not exceed 28. An overage will be paid at the rate of \$200.00 for each and every student over 28, provided the teacher executes a waiver to permit the excess caseload. The overage compensation will be paid per semester. Special education teachers located at continuation schools and CDS schools that maintain caseloads in excess of 28 will receive either caseload overages or the Daily Contact Overages in accordance with Article 9.2, at the discretion of the unit member.

**Article 10**  
**TRAVEL AUTHORIZATION AND REIMBURSEMENT**

- 10.0 The District agrees to reimburse unit members at the established District rate for personal car mileage when a unit member is assigned to more than one (1) school on a daily basis, according to the following provisions:
  - 10.0.1 Unit members will be paid mileage between work locations. If applicable, additional mileage, over and above the mileage from the unit member's home to the first location, will be paid when the unit member ends the workday at a different work location.
- 10.1 Travel time between work locations will be included in the unit member's regular workday.
  - 10.1.1 Teachers who are required to travel, as described in Paragraph 10.0, shall be entitled to a conference/preparation period and a lunch period.
- 10.2 Unit members assigned to home teaching will be reimbursed for mileage expenses that exceed the home teacher's regular travel to and from work.
- 10.3 The District may authorize unit member's attendance at conferences and workshops.
  - 10.3.1 District-authorized trips will be reimbursed to unit members based on actual and necessary expenses for registration, transportation, meals, lodging, taxi and/or parking.
  - 10.3.2 Unit members may request authorization to attend conferences or workshops at a reduced rate of reimbursement and/or cost to the District or at no cost to the District. If authorized by the District, reimbursement claims for such request, if applicable, shall not exceed the amount authorized.
- 10.4 Unit members who use their personal cars for field trips or other school business or activities, as authorized by the District, shall receive the benefits in Paragraph 10.3.1.

**Article 11**  
**PROCEDURAL GUIDELINES FOR THE EVALUATION OF UNIT MEMBERS**

- 11.0 The Association and District agree that the principle objective of the evaluation procedure is to maintain and/or improve the quality of education, and that the effectiveness of the instructional program is paramount in reaching this objective. The District retains the sole responsibility for the evaluation and assessment of the performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator(s) or District, nor shall it contest the judgment of the evaluator and grievance shall be limited to a claim that the following procedures have been violated or unreasonably applied.
- 11.1 Each unit member shall be evaluated as to his/her competency as it relates to the progress of students toward the proficiency of Common Core States Standards, expectations of pupil achievement or program results for each grade level and each area of study, the establishment and maintenance of the appropriate professional environment within the scope of the unit member's responsibility, the unit member's performance in implementing an approved plan to achieve each unit member's Plan for Professional Growth, and his/her other professional responsibilities as an employee of the District, which includes regular attendance. Administrators are responsible for the evaluation of all employees and are expected to follow orderly methods of identifying strengths and deficiencies through the use of the California Standards for the Teaching Profession, Appendix G, and the implementation of the Common Core States Standards.
- 11.2 **PLAN FOR PROFESSIONAL GROWTH**
- 11.2.1 Each instructional unit member shall annually develop a Plan for Professional Growth, Appendix G, for the courses they are to teach which shall address how the unit member will incorporate two out of the six California Standards for the Teaching Profession into their teaching methods throughout the year. The unit member and the unit member's evaluator shall each choose one standard and the unit member shall devise a Plan for Professional Growth on those two chosen standards. The unit member shall not choose the same standard and devise a plan for Professional Growth on that same standard in consecutive school years. Certificated staff, in collaboration with the Evaluator, will identify one of the elements of the California Standards for the Teaching Profession #6 that will be the focus of teacher development as a professional educator for the school year. Within the plan, each unit member shall include the resources and/or support needed to incorporate the two chosen California Standards for the Teaching Profession into their teaching methods, as well as a timeline which projects the unit member's progression towards meeting the chosen standards. Additional input from each unit member's evaluator will also be included in the plan. Although unit members are responsible for devising an annual Plan for Professional Growth on only two standards, unit members are evaluated on all six of the California Standards for the Teaching Profession.
- 11.2.2 No later than September 8, each instructional unit member shall submit his/her Plan for Professional Growth, Appendix G, to his/her evaluator. On or before September 22, the unit member and the evaluator shall meet to discuss, modify and agree upon the plan. Consultation by the unit member and evaluator with the department chairpersons may be considered a part of the procedure used in reaching agreement on the unit member's approach to incorporating the two chosen California Standards for the Teaching Profession into their teaching methods. Under unusual and extenuating circumstances, the evaluator(s) may grant additional time upon the request by the unit member to modify his/her plan. The BTSA beginning teacher or any other teacher trained in CFASST may on a voluntary basis, utilize the Individual Induction Plan (IIP) in lieu of the annual Plan for Professional Growth. The IIP must be submitted to the administrator by November 1<sup>st</sup>.

- 11.2.3 In the event the unit member and evaluator are unable to agree on the approach to be taken in the Plan for Professional Growth for the year, they shall meet with the site principal. The site principal may consult with the department chairpersons and/or any other unit member(s) in making a decision. The unit member and the site principal shall make a good-faith effort to reach mutual agreement on the unit member's plan to incorporate the two chosen California Standards for the Teaching Profession into their teaching methods. To the extent that the evaluator and the unit member disagree on the plan, the unit member may specify his/her position(s) in writing, including the identification of constraints which the unit member believes inhibits his/her ability to incorporate the California Standards for the Teaching Profession into their teaching methods. After giving consideration to the constraints identified by the unit member, the site principal shall make the final decision on the unit member's plan.
- 11.2.4 If, during the course of the evaluation period, circumstances arise which require modification of a unit member's Plan for Professional Growth, then the unit member and the evaluator shall meet and mutually agree to any such modifications. Disagreement shall be resolved by the procedure described in Paragraph 11.2.3 of this article.

### 11.3 EVALUATION AND ASSESSMENT METHODS

- 11.3.1 Each permanent unit member shall receive a minimum of one (1) written final evaluation every two (2) years and each probationary unit member shall receive a minimum of one (1) written final evaluation every year. The final Teacher Summative Evaluation form, Appendix G, shall be given to the unit member not later than thirty (30) calendar days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.
- 11.3.1.1 Permanent unit members may be evaluated up to once every five (5) years if the following conditions have been met: 1) mutual agreement between the unit member and the evaluator; 2) the most recent evaluation of the unit member's performance was satisfactory; 3) the unit member has met the criteria for "highly qualified teacher" under the federal Elementary and Secondary Education Act, if applicable, including all appropriate certifications (e.g., SDAIE, ELL); and, 4) the unit member has at least ten (10) years of service as a teacher in Antelope Valley Union High School District.
- 11.3.1.1.1 Mutual agreement between the unit member and the evaluator may be withdrawn at any time by either party. The decision to withdraw mutual agreement shall not be subject to discipline nor Article 23, Grievance and Separation.
- 11.3.1.1.2 In the event that a unit member transfer schools or a new evaluator is assigned to a particular site or program, the mutual agreement shall expire unless the unit member and the new administrator agree to continue the prior alternate evaluation cycle.
- 11.3.1.1.3 On the off years, the evaluation goals for the previous evaluation shall be continued unless the unit member or evaluator determines there is a need to change or add goals. Additionally, in the off years, on or before September 8, the instructional unit member shall submit his/her Plan for Professional Growth. On or before September 22, the unit member and the evaluator shall meet to discuss, modify and agree upon the plan.
- If the date falls on a weekend, the Plan for Professional Growth will be due the end of the next day the school is in session.
- 11.3.2 A final evaluation shall be based upon the performance of the unit member as described in Paragraph 11.1 of this article, as determined by the evaluator from the information obtained from the visitation procedure described below, from the evaluator's other direct observations of the unit member which were documented and of which the unit member was notified within ten (10) business days of the observation, and from reports and other materials appropriately placed in the unit member's official personnel file.



- 11.3.3 When any permanent certificated unit member is on an Improvement Plan, the District shall at a minimum evaluate the unit member annually until the unit member achieves a positive evaluation or is separated from the District pursuant to Education Code Section 44664.

An Improvement Plan may be provided as determined by the evaluator(s). The unit member may request an Improvement Plan to correct identified deficiencies.

11.3.4 **VISITATION PROCEDURE**

- 11.3.4.1 Each permanent unit member who is a classroom teacher shall receive a minimum of one (1) formal classroom observation during the school year in which his/her final evaluation takes place no later than March 15. Each probationary or temporary unit member who is a classroom teacher shall receive a minimum of two (2) formal classroom observations; the first, no later than December 1 and the second, no later than March 15 of the school year. Unit members who are not classroom teachers shall also be visited and observed by the evaluator(s) under circumstances appropriate to the particular unit member in view of the nature of his/her duties and stated performance objectives for the year.
- 11.3.4.2 At least one (1) of the required classroom observations shall be on a "regular bell schedule" day and shall be for forty (40) minutes or a full period.
- 11.3.4.3 After each such visitation, the unit member and the evaluator shall attempt to schedule a conference within five (5) business days, to discuss the evaluator's observations and the written completion of the District's Formal Classroom Observation Report, Appendix G. The evaluator shall discuss the professional strengths of the unit member, and provide constructive criticism and an Improvement Plan with regard to any identified deficiencies.
- 11.3.4.4 Should a given visitation or observation result in comments which are considered by the unit member to be negative, before such comments are incorporated in the Teacher Summative Evaluation, the unit member may request and upon request be granted an additional visitation or observation. Additional observations may be arranged by mutual consent.
- 11.3.4.5 Subsequent visitation(s) should be scheduled to determine what progress, if any, has been made to correct identified deficiencies. When the evaluator(s) has determined that the unit member has corrected identified deficiencies, the evaluator(s) shall note the improvement on a subsequent Classroom Observation Form, and upon written request of the unit member, which may be made on the form, a copy of the noted improvements shall be attached to the earlier form which contains mention of the deficiency.

11.4 **TIMELINE**

- September 8 Plan for Professional Growth forms are due. Unit members submit Plan for Professional Growth to evaluator.
- September 22 Last date of the conference for conference between unit members and evaluators to discuss Plan for Professional Growth. A Pre-Classroom Observation Form, Appendix G shall be submitted to the evaluator two days prior to the formal classroom observation.
- December 1 Last date for first visitation with probationary and temporary unit members.
- March 15 Last date for second visitation with probationary and temporary unit members.

March 15

Last date for visitation with permanent unit members scheduled for evaluation.

If the date falls on a weekend, the Plan for Professional Growth will be due the end of the next day the school is in session.

The final Teacher Summative Evaluation form or Non-Instructional Certificated Employee Evaluation Form shall be given to the unit member not later than thirty (30) calendar days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.

- 11.4.1 The unit member and evaluator(s) shall sign all copies of the unit member's Classroom Observation Forms. The signature signifies only that the unit member acknowledged receipt thereof and does not imply agreement with the content. The unit member shall have the opportunity to respond in writing to any written statement made by the evaluator on the forms. Such statement shall be submitted on or before the unit member's last workday of the school year to which the evaluation relates and shall become an inseparable part of the unit member's evaluation record.
- 11.5 Unit members shall not evaluate any unit member.
- 11.6 The guidance counselor-counselee relationship shall be considered privileged and private in the evaluation procedures for guidance counselors.
- 11.7 It is recognized that valid educational purposes are served through the introduction and open exchange of ideas, materials and positions that might be deemed to be unpopular or controversial. However, such ideas and materials must comply with the approved Instructional Guides, Board policy and must be appropriate to the student level.
- 11.8 No negative evaluation of performance shall be predicated upon lawful nonschool-related personal activities which have no impact upon the unit member's effectiveness as an employee.
- 11.9 No negative evaluation of a unit member's performance shall be predicated upon or influenced by information or material of a derogatory or critical nature which has been received by the evaluator(s) from others (such as parents and citizens) unless the unit member is first given notice and opportunity to discuss and attempt to resolve the matter with the complainant, and an opportunity to review and comment, including the right to enter his/her written comments into the records. Additionally, no written record of the complaint shall be entered unless such complaint is reduced to writing and signed by the complainant.
- 11.10 The proper utilization of an aide or teacher trainee who is assigned to work with a unit member may be considered in the evaluation of the unit member only if the unit member has authority and responsibility to direct the aide's or teacher trainee's work with the unit member's students. When a unit member reports to his/her supervisor a problem with the performance of a properly utilized aide or teacher trainee assigned to the unit member, the performance of that aide or teacher trainee shall not be considered in the evaluation of the unit member.
- 11.11 At the completion of each observation the evaluator shall use the Formal Classroom Evaluation Report (Appendix G). The year-end evaluation shall be on the Teacher Summative Evaluation Form (Appendix G). An Improvement Plan Form, Appendix G, may be used when the Formal Classroom Observation Report indicates that an Improvement Plan is attached and/or the Teacher Summative Evaluation Form indicates that the unit member's performance is unsatisfactory or needs improvement.
- 11.12 **EVALUATION OF NON-INSTRUCTIONAL CERTIFICATED PERSONNEL**
- 11.12.1 With respect to performance evaluations, non-instructional certificated personnel (i.e., guidance counselors, work experience teachers, program specialists, nurses) shall be evaluated in

accordance with Education Code Section 44662(c) which refers to the competency of such non-instructional certificated bargaining unit members as it reasonably relates to the fulfillment of job related duties and responsibilities and in accordance with the unit member's annually developed Plan for Professional Growth.

- 11.12.2 Each non-instructional unit member shall annually develop a Plan for Professional Growth, Appendix G, which shall address how the unit member will fulfill his/her job related duties and responsibilities throughout the year. Within the plan, each unit member shall include the resources and/or support needed to fulfill his/her Plan for Professional Growth, as well as a timeline which projects the unit member's progression towards fulfilling his/her plan. Additional input from each unit member's evaluator will also be included in the plan.
- 11.12.3 No later than September 8, each non-instructional unit member shall submit his/her Plan for Professional Growth, to his/her evaluator. On or before September 22, the unit member and the evaluator shall meet to discuss, modify and agree upon the unit member's Plan for Professional Growth. Consultation by the unit member and evaluator with the department chairpersons may be considered a part of the procedure used in reaching agreement on the unit member's plan.

If the date falls on a weekend, the Plan for Professional Growth will be due the end of the next day the school is in session.

- 11.12.4 In the event the non-instructional unit member and evaluator are unable to agree on the approach to be taken in the Plan for Professional Growth for the year, they shall meet with the site principal. The site principal may consult with the department chairpersons and/or any other unit member(s) in making a decision. The unit member and the site principal shall make a good-faith effort to reach mutual agreement on the unit member's plan. To the extent that the evaluator and the unit member disagree on the plan, the unit member may specify his/her position(s) in writing, including the identification of constraints which the unit member believes inhibits his/her ability to develop a plan in accordance with the evaluator's wishes. After giving consideration to the constraints identified by the unit member, the site principal shall make the final decision on the unit member's plan.
- 11.12.5 If, during the course of the evaluation period, circumstances arise which require modification of a non-instructional unit member's Plan for Professional Growth, then the unit member and the evaluator shall meet and mutually agree to any such modifications. Disagreement shall be resolved by the procedure described in Paragraph 11.2.3 of this article.
- 11.12.6 Each permanent non-instructional unit member shall receive a minimum of one (1) written final evaluation every two (2) years and each probationary unit member shall receive a minimum of one (1) written final evaluation every year. The Non-Instructional Certificated Employee Evaluation form, Appendix G, shall be given to all non-instructional certificated unit members not later than thirty (30) calendar days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place. The non-instructional employee shall have the opportunity to respond in writing to any written statement made by the evaluator on the forms. Such statement shall become an inseparable part of the unit member's evaluation record and personnel file. Before the last school day scheduled on the school calendar for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.
- 11.12.7 A Non-Instructional Certificated Employee Improvement Plan form, Appendix G, may be used when the Non-Instructional Certified Employee Evaluation form indicates that the unit member's performance is unsatisfactory or needs improvement and/or to address concerns with the employee's failure to meet applicable standards.

11.12.8 A Non-Instructional Certificated Employee, excluding Counselors and Nurses, who receives an unsatisfactory evaluation may be removed from their assignment and reassigned back to a classroom assignment.

**Article 12**  
**PERSONNEL FILES**

- 12.0 Material in personnel files of unit members, which may serve as a basis for affecting the status of their employment, shall be made available for inspection by the unit member involved in accordance with 12.2 below.
- 12.1 Every unit member shall have the right to inspect ratings, reports, records and all materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment, except as follows, and in accordance with Education Code Section 44031.
- 12.1.1 Materials, such as ratings, reports or records which were obtained prior to the first date of District service.
- 12.1.2 Materials prepared by identifiable examination committee members.
- 12.1.3 Materials which were obtained in connection with a promotional examination.
- 12.2 Upon 24 hours notice to the District, every unit member shall have the right to inspect such material upon request, provided that the inspection is made at a time such person is not actually required to render instructional service to the District.
- 12.3 Prior to placing derogatory material in a unit member's file, he/she shall be given notice and an opportunity during normal business hours to review the material. Notice to the unit member will be within thirty (30) days of the District's receipt of the derogatory material. If the unit member has not filed a response within ten (10) working days of notification, the District shall file the derogatory material. Any response filed after the ten (10) workday period shall be attached to the derogatory material. Material placed in a unit member's personnel file, which is subsequently proven to be untrue or incorrect, shall have no impact upon a unit member's evaluation or employment status and shall be removed from the personnel file and destroyed in accordance with the provisions of the law.
- 12.4 Any complaints about a unit member which are withdrawn or are shown to be false shall not be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 12.5 A unit member may have another person accompany him/her to assist in the examination of his/her personnel file. A unit member may obtain copies of materials made available for inspection in his/her personnel file at his/her expense.
- 12.6 Any representative designated by the unit member shall have the right to review the unit member's personnel file and other records dealing with the unit member when accompanied by the unit member or on presentation of a written authorization signed by the unit member.
- 12.7 All personnel files will be considered confidential and will not be available to persons other than the unit member or his/her designee. Members of the District administrative staff shall be limited in their access to personnel files. Such individuals should review files only on a need-to-know basis which is directly associated with the responsibilities of their job functions.
- 12.8 Members of the Board of Trustees may request a review of a unit member's file at a scheduled meeting of the Board.

- 12.9 The District shall maintain the unit member's official personnel files in the Personnel Services Office located in the District Office. Site level or work location files kept on unit members are subject to the same notice provisions contained herein which includes unit member's rights to receive, review and respond to derogatory materials before decisions are made or conclusions drawn regarding the material. Derogatory items kept in unofficial files at the school site or other location must be destroyed by June 30th of the year or be sent to the personnel file in accordance with the appropriate notification procedure.
- 12.10 No derogatory information regarding a unit member received or originated from an unidentified source shall be retained or placed in the unit member's personnel file.
- 12.11 Unit members shall be entitled to all rights afforded employees in Board Policy and Regulation 1312.1 (Parent/Guardian Complaints Regarding Employees dated November 13, 1990).
- 12.11.1 Parent and Public Complaints
- 12.11.1.1 Any complaint about a unit member (which is deemed serious enough to adversely affect the unit member's evaluation) shall be reported to the unit member within ten (10) days following the District's receipt of the information.
- 12.11.1.2 Administrative responses to unit members about whom complaints have been made which may adversely affect a unit member's evaluation, or in those instances where the response is to be placed in the official personnel file, shall be set forth in writing and provided to the unit member within ten (10) days after conferencing with the individual. In all instances the unit member shall be provided with an opportunity to respond both orally and in writing.
- 12.11.1.3 In those instances where the unit member or complainant believe that the allegations involved in a complaint are sufficiently serious to warrant a meeting to discuss the matter, the unit member or complainant may request that the District schedule a conference for a mutually convenient time and date as provided for in Board policy. During such conferences unit members shall be afforded rights to representation when requested.
- 12.11.1.4 If the matter giving rise to the complaint is not resolved at the meeting to the satisfaction of the complainant, he/she shall submit the complaint in writing with the original being sent to the unit member and a copy being sent to the unit member's immediate supervisor. If no written complaint is filed the matter shall be considered closed.
- 12.11.1.5 If the allegations set forth in the complaint are later found to be untrue and incorrect, all references to the matter shall be dealt with in accordance with Sections 12.3 and 12.4 of this Article.

**Article 13**  
**MEDICAL EXAMINATIONS**

- 13.0 Examination for tuberculosis shall be required at least every four (4) years. The cost of the examination provided by the local Public Health Department shall be paid by the District. Unit members preferring to take an examination other than that provided by the District may do so, however, reimbursement for any tuberculosis examination not provided by the District shall be no greater than the cost of the examination provided by the District.
- 13.1 Affidavits of religious faith or teachings will be accepted in accordance with Education Code Section 49406.
- 13.2 The District may require such physical and mental examinations as it deems necessary to determine the fitness of any unit member for proper fulfillment of assigned duties. Required examinations shall be at the expense of the District. Such mental examinations required shall be in accordance with Education Code Section 44942. This does not preclude a unit member from choosing, at his/her own expense, another physician whose report shall be entered in conjunction with the report of the District-appointed physician.

**Article 14**  
**TEMPORARY EMPLOYEES**

- 14.0 Any employee classified as a temporary employee, who serves during one (1) school year for at least seventy-five percent (75%) of the number of days the regular schools of the District were maintained in such school year and has performed the duties normally required of a certificated employee of the school district, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year.
- 14.1 Any such employee shall be employed for the following school year to fill any vacant positions in the District for which the employee is certified and qualified to serve, provided he/she has received a satisfactory evaluation during the school year. For purposes of this section, "vacant position" means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave.
- 14.2 For purposes of this section, "qualified to serve" shall be defined to mean the possession of an appropriate credential plus completion of appropriate academic preparation or experience in the subject matter in which the vacant position occurs.
- 14.3 Any employee classified as a temporary employee who has rendered the service required to qualify under this section but who has not been reemployed due to lack of a vacant position shall be reemployed as a substitute or temporary employee for the following school year.
- 14.4 A temporary employee who completes the school year and has served seventy-five percent (75%) of the number of regular school days but whose contract is not renewed shall receive the same medical benefits as other unit members until September 30th of the year in question.



**Article 15**  
**INTERNSHIP**

**15.0 INTERNSHIP PROGRAM**

- 15.0.1 Upon acceptance into a District approved intern program, the employee will receive an Intern/Probationary 0 contract. The employee will have only those rights afforded other probationary employees.
- 15.0.2 Once the Intern has completed the first full year (at least 75%) as an Intern/Probationary 0 employee or received a Preliminary or Clear Credential during the first year of employment, the Intern will be offered a Probationary I Contract. This Probationary I status will run concurrently with the second year of the Intern Program.
- 15.0.3 Following the successful completion of the Probationary I status, completion of the Intern Program and becoming fully credentialed, the Intern will be granted Probationary II status for the third year.

**Article 16**  
**TEACHER SUPPORT PROGRAMS**

16.0 DISTRICT PARTICIPATION IN THE ANTELOPE VALLEY TEACHER INDUCTION (AVTI) PROGRAM.

The District shall conduct an induction program as authorized by the California Commission on Teacher Credentialing (CCTC) pursuant to Senate Bill 2042. In its role as CTC Program Sponsor, the district will provide induction services to general education and special education teachers. The induction program shall be called Antelope Valley Teacher Induction (AVTI), and its implementation shall be contingent upon the availability of funds in the district's Local Control and Accountability Plan as authorized by the Board of Trustees.

This program shall be implemented only to the extent that funds, allocated in the Local Control Accountability Plan, are provided. It is understood the funding shall include the mentor stipend, release-time costs, administrative costs, and all other costs created by the Antelope Valley Teacher Induction program.

16.1 ANTELOPE VALLEY TEACHER INDUCTION (AVTI) PROGRAM

16.1.1 SELECTION COMMITTEE

- 16.1.1.1 Mentors working in full-time capacity shall be called Teacher Induction Mentoring Specialists and will be hired, according to the job description approved by the Board of Trustees. On-site support providers, as needed, and just-in-time on-site coaches shall be selected from the pool of trained induction mentors.
- 16.1.1.2 The selection committee will for support providers be composed of seven (7) members with at least four (4) of them being certificated bargaining unit members.
- 16.1.1.3 The administrators who will serve on the hiring committee will be selected in accordance with applicable law.
- 16.1.1.4 The selection committee membership shall be determined no later than April 1st of any year. All committee members may serve for a term of three (3) years. The members of the initial committee shall serve staggered terms as determined by the Association prior to the first election.
- 16.1.1.5 Whenever possible, the committee shall meet during the regular work hours of the bargaining unit members. In the event the committee meetings are scheduled outside of such regular work hours, bargaining unit members working thirty (30) minutes or more shall be compensated at the contracted hourly rate. In any event, however, committee meetings shall be scheduled by consensus of the committee.
- 16.1.1.6 District-approved committee expenses incurred by members of the committee including, but not limited to, travel for classroom observation and meals for after-hours meetings shall be compensated for actual and necessary expenses.
- 16.1.1.7 The selection committee shall seek applications for the AVTI Support Provider from the eligible certificated employees.
- 16.1.1.8 The selection committee shall operate under such rules as it may adopt by a majority vote to regulate its procedural process or by Roberts Rules of Order. A majority vote shall mean at least seven (7) members voting in favor.

## 16.1.2 APPLICATIONS AND SELECTION OF SUPPORT PROVIDERS

- 16.1.2.1 Applications will be made using forms developed for this purpose. The committee will make them available at each school site and on the network.
- 16.1.2.2 The selection committee shall choose nominees by a majority vote for recommendation to the Board of Trustees.
- 16.1.2.3 The selection committee shall evaluate and screen the nominees and make appropriate recommendations to the Superintendent no later than 7 days after the final interview.
- 16.1.2.4 The Board of Trustees will select AVTI Support Providers for the following year by the first Board meeting in June of each year.
- 16.1.2.5 The Board of Trustees shall consider for AVTI Support Providers only those who are recommended by the selection committee through the procedures set forth in this Article.
- 16.1.2.6 The Board of Trustees may reject any recommended nominee.
- 16.1.2.7 No member of the selection committee as an individual shall have access to the personnel file of any applicant. An application, however, shall include written consent by the applicant for the release of appropriate personnel file information when required by the committee. The deliberations of the committee shall be considered confidential and all individuals involved are precluded from releasing confidential information to others not involved in the selection process.
- 16.1.2.8 Members of the selection committee may make classroom observations of the candidate at a mutually agreed upon time as one part of the selection process. Committee members, upon approval of the site administrator, shall be given release time to participate in such observation. Such release time shall be paid for only from funds provided by the State for such purpose within the AVTI Program.
- 16.1.1.9 Methods of indirect observation, such as taping or videotaping, shall not be used except with the express written consent of the applicant.
- 16.1.2.10 All certificated employees who meet the minimum qualifications (16.1.5) are eligible for designation as a AVTI Support Provider. If a member of the selection committee applies, he/she shall resign from the selection committee before the review and selection process begins.
- 16.1.2.11 All documents required shall be submitted to the Selection Committee Chair on or before the established deadline.

## 16.1.3 MINIMUM QUALIFICATIONS FOR AN AVTI SUPPORT PROVIDER

To be eligible to be an AVTI Support Provider, an applicant must:

- 16.1.3.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as an AVTI Support Provider.
- 16.1.3.2 Have at least three (3) years of teaching experience within the last six (6) years.

- 16.1.3.3 Have demonstrated exemplary teaching ability including, among other things:
- Effective communication skills,
  - Subject matter knowledge,
  - Mastery of a wide-range of teaching strategies necessary to meet the needs of pupils in different contexts,
  - Strong interpersonal skills,
  - Teaching experience within a culturally diverse setting,
  - Recognition of beginning through advanced levels of teaching skills,
  - Committed to supporting and working with new teachers,
  - Knowledge of the California Standards for the Teacher Profession.

16.1.3.4 Agree to complete mentoring training throughout the year. Failure to complete this training will result in dismissal from the program.

#### 16.1.4 TERM OF SERVICE, HOURS AND COMPENSATION OF AVTI SUPPORT PROVIDERS

16.1.4.1 Each employee designated by the Board of Trustees, as a AVTI Support Provider shall work the regular workday of other unit members. However, AVTI Support Providers shall perform up to the equivalent of one hour per assigned AVTI Participant in excess of the regular work year in addition to any release time provided. This does not include training hours. All services for the regular workday and regular work year shall be mutually determined by the AVTI Support Provider and the AVTI Program Administrator.

16.1.4.2 In addition to non-instructional time (such as conference/preparation periods) AVTI Support Providers may be granted release time for the purpose of assisting AVTI Participants as well as Staff and Curriculum Development.

16.1.4.3 The AVTI Support Provider shall serve for a term of three years. Upon completion AVTI Support Provider may reapply, be reviewed, and be re-nominated. Should a Support Provider wish to resign before serving a second year that resignation shall be submitted to the Program Administrator by April 1st.

16.1.4.4 An AVTI Support Provider may be reappointed after serving three (3) years only if he/she has reapplied for consideration and has proceeded through the review and selection process.

16.1.4.5 The selection committee dates of service are established as:

16.1.4.5.1 Election or selection by the appropriate component of the committee's representatives prior to April 1. Vacancies will be filled by the process in Section 16.1.3.1 through 16.1.3.4.

16.1.4.5.2 The selection committee receives, reviews, and selects nominees prior to May 31.

16.1.4.5.3 The Board of Trustees selects AVTI Support Providers by the first Board meeting in June.

16.1.4.5.4 The AVTI Support Provider begins service on July 1<sup>st</sup> of the year of service and remains in the program until June 30<sup>th</sup> in the year the term expires.

## 16.1.5 DUTIES OF THE AVTI SUPPORT PROVIDER

The AVTI Support Provider:

- 16.1.5.1 May provide staff development for teachers and others at a school.
- 16.1.5.2 May provide District-wide staff development.
- 16.1.5.3 Shall be supervised by the AVTI Induction Program Administrator.
- 16.1.5.4 Shall keep and submit a monthly log online or on the appropriate form, which will be turned in to the program director before compensation is issued.
- 16.1.5.5 Shall develop a sustaining and thoughtful mentoring relationship with each AVTI Participant, characterized by openness, sharing, and reflection.
- 16.1.5.6 Shall maintain confidentiality and discretion about AVTI Participants. Establishing trust is a primary requirement. This is a non-evaluative project.
- 16.1.5.7 Shall provide appropriate individualized assistance and support for each AVTI Participant assigned. Shall develop goals with each AVTI Participant with the use of the Individual Learning Plan (ILP). Shall assist the teacher in making periodic adjustments to the ILP after receiving feedback from formative assessments and similar sources. Shall assist teachers in developing and maintaining the individual portfolio to be used in the formative assessment process. Shall work with AVTI Participants to implement local AVTI Program activities, including support, professional development, and colloquium as set out in the program design.
- 16.1.5.8 Shall provide on-site support to the AVTI Participants by providing guidance, assistance, and information that builds on pre-service education and leads the AVTI Participant to effective professional practice.
- 16.1.5.9 Shall collaborate with AVUHSD LTT Advisory Team and other support-provider teachers to help improve the AVTI Program.
- 16.1.5.10 Shall participate in all professional development activities for support providers.
- 16.1.5.11 Shall attend all induction mentor training, and additional AVTI training not to exceed 5 days throughout each school year. Failure to complete this training will result in dismissal from the program.
- 16.1.5.12 Shall attend all AVTI Support Provider meetings and the Beginning Teacher Orientation in July or August.
- 16.1.5.13 May at the discretion of the AVTI Induction Program Administrator utilize up to 3 release days (18 hours) per Participating Teacher per year for the AVTI Induction Program.
- 16.1.5.14 Shall meet informally a minimum of once per week with AVTI Participants and formally at least once a month with AVTI Participants.
- 16.1.5.15 Shall confer with experienced colleagues and local school teacher as appropriate to assist with AVTI Participant support.
- 16.1.5.16 Shall participate in the program evaluation process.
- 16.1.5.17 Shall comply with AVTI Induction Program reporting procedures

- 16.1.5.18 Shall have no authority over any other teacher by virtue of his/her position as a Support Provider.
- 16.1.5.19 Shall not perform any administrative duties.
- 16.1.5.20 Shall facilitate triad meetings at least once per year between Participating Teacher and his/her supervising administrator.

#### 16.1.6 GENERAL PROVISIONS FOR SUPPORT PROVIDERS

- 16.1.6.1 All release time required or otherwise provided by the operation of the AVTI Induction Program shall be covered by certificated personnel or administrative budget
- 16.1.6.2 Use of program funds will include release time, travel, supplies, conference attendance, as well as other appropriate expenditures.
- 16.1.6.3 In addition to release time provided in 16.1.8.2, the Support Provider may, at his/her own option, use any or all of his/her stipend to purchase additional release time for purposes of professional growth. The AVTI Induction Program Administrator must approve this time. Such time shall be purchased at the regular substitute rate
- 16.1.6.4 In no event shall Support Providers have access to, or participate in, the evaluation of any member of the bargaining unit. Nor shall any oral or written documentation developed by the Support Provider, while assisting another unit member, be used by that unit member's evaluator in his/her evaluation, any hearing or any other disciplinary action.
- 16.1.6.5 Support Providers shall not be exempt from any extra-duty assignments or staff meetings required of any other member of the bargaining unit, nor shall he/she by virtue of appointment as a Support Provider be exempted from liability to layoff.
- 16.1.6.6 Arrangements for release time for Support Providers and/or selection committee members shall not be such as to increase class size, teacher/pupil ratio, or extra-duty assignments for other teachers.
- 16.1.6.7 Support Providers may be terminated from the AVTI Induction Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.1.6.8 A Support Provider may resign from the AVTI Induction Program by mutual agreement between the Support Provider and the AVTI Induction Program Administrator.
- 16.1.6.9 Evaluation of the Support Provider will be a District evaluation separate from the Support Provider's regular evaluation and it shall be based on the duties of the Support Provider listed in 16.1.7. The Support Provider may be evaluated on these responsibilities utilizing 'Option B' evaluation format. The AVTI Induction Program Administrator and Support Provider will meet at mutually agreeable times for evaluation purposes.
- 16.1.6.10 The AVTI Induction Program Administrator shall be responsible for the annual evaluation of Support Providers.
- 16.1.6.11 Each Support Provider shall develop an Individual Support Plan; submit one reflective progress report and a final self-evaluation shall be submitted by April 30th.

16.1.6.12 The AVTI Induction Program shall not affect transfer and reassignment rights and obligations.

16.1.6.13 The Support Provider is expected to perform services throughout the school year, he/she shall receive one-tenth (1/10th) of the stipend payment according to the monthly payment schedule determined by Business Services.

#### 16.1.7 JUST IN TIME SUPPORT FOR PARTICIPATING TEACHERS AND PRE-INTERN AND INTERN PROGRAM - APPLICATIONS AND SELECTION OF COACHES

16.1.7.1 Applications will be made using forms developed for this purpose and will be available at each school site and on the network.

16.1.7.2 Written applications for Coaches shall be submitted to the site Coach selection panel at least one week prior to the interviews.

16.1.7.3 The site selection panel shall establish a Coach pool at each site to accommodate present and future identified Pre-Interns

16.1.7.4 Each site Coach selection panel will establish a process timeline for selecting Coaches.

#### 16.1.8 MINIMUM QUALIFICATIONS FOR A COACH

To be eligible to be a Coach, an applicant must:

16.1.8.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as a Coach.

16.1.8.2 Have at least three (3) years of teaching experience within the last six (6) years.

16.1.8.3 Have demonstrated exemplary teaching ability including, among other things:

- Effective communication skills,
- Subject matter knowledge,
- Mastery of a wide-range of teaching strategies necessary to meet the needs of pupils in different contexts,
- Strong interpersonal skills,
- Teaching experience within a culturally diverse setting,
- Recognition of beginning through advanced levels of teaching skills,
- Commitment to supporting and working with new teachers,
- Knowledge of the California Standards for the Teaching Profession.

#### 16.1.9 DUTIES OF THE COACH

The Coach:

16.1.9.1 Shall provide ongoing formal and informal support and assistance for 1-3 (maximum) Pre-Interns.

16.1.9.2 Shall attend District Coaching training 2 release days annually.

16.1.9.3 Shall meet weekly with assigned Pre-Intern(s). Group meetings are acceptable.

- 16.1.9.4 Shall assist Pre-Intern(s) in the development of an Individual Instruction Plan (for completion of the subject area requirement).
- 16.1.9.5 Shall complete a minimum of one classroom observation of each assigned Pre-Intern, quarterly.
- 16.1.9.6 Shall provide information to and engagement in reflective conversations with assigned Pre-Interns.
- 16.1.9.7 Shall have not authority over any other teacher by virtue of his/her position as a Coach.
- 16.1.9.8 Shall not perform any administrative duties.

#### 16.1.10 GENERAL PROVISIONS FOR THE COACH

- 16.1.10.1 In no event shall Coaches have access to, or participate in, the evaluation of any member of the bargaining unit. Nor shall that unit member's evaluator in his /her evaluation, any hearing or any other disciplinary action while assisting another unit member, use any oral or written documentation developed by the Coach.
- 16.1.10.2 Coaches shall not be exempt from any extra-duty assignments or staff meetings required of any other member of the bargaining unit, nor shall he/she by virtue of appointment as a Coach Be exempted from liability to layoff.
- 16.1.10.3 Arrangements for release time for Coaches and/or selection committee members shall not be such as to increase class size, teacher/pupil ratio, or extra-duty assignments for other teachers.
- 16.1.10.4 Coaches maybe be terminated from the Pre-Intern Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.1.10.5 If a Coach is terminated, he/she may appeal to the Coach selection panel.
- 16.1.10.6 Compensation shall be \$1,000 annually per Pre-Intern, with responsibility for maximum of 3 Pre-Interns.
- 16.1.10.7 Coaches will determine the number of Pre-Interns they will support up to the maximum.

#### 16.1.11 PROVISIONS FOR COACHES WORKING WITH INTERNS

- 16.1.11.1 Coaches who work with University Interns shall participate in the Coaching training provided by the participating university in lieu of the District provided Coaching training.
- 16.1.11.2 Individual interns shall select their own Coaches as long as the Coach has met the minimum qualifications as defined by section 16.2.2 of this agreement.

#### 16.2 PEER ASSISTANCE AND REVIEW PROGRAM

There shall be a Peer Assistance and Review (PAR Program (hereafter referred to as "Program") for all permanent unit members who have regular teaching assignments and whose performance has been evaluated as a composite "unsatisfactory" by the principal or designee. Unit members excluded from the Program are nurses, speech and language pathologists, psychologists, librarians, and counselors.



16.2.1 PERMANENT TEACHER ASSISTANCE AND INTERVENTION PROGRAM

16.2.1.1 This component of the Program shall provide intervention to permanent teachers who receive a composite "unsatisfactory" evaluation. Participation is mandatory.

16.2.1.2 Permanent teachers desiring assistance in improving his/her practice may apply to the PAR Panel for such assistance on a confidential basis. A permanent teacher may participate in the PAR Program one time except with approval of the Assistant Superintendent, Personnel.

16.2.1.3 The PAR Panel shall have the authority to accept or reject such applications.

16.2.1.4 Once the application for participation in the PAR program has been received and accepted, the permanent teacher shall participate in and remain in the program for the next school year.

16.2.1.5 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct.

16.2.2 PEER ASSISTANCE AND REVIEW PANEL

16.2.2.1 The Program shall be governed by the PAR Panel composed of two (2) District/site members and three (3) AVTA members. Decisions shall be made by consensus wherever possible. Should a vote be required, action must be taken on an affirmative vote of at least three (3) members.

16.2.2.2 The PAR Panel shall be responsible for:

16.2.2.2.1 Meeting at least three (3) times annually to review the work of the consulting teachers with their caseloads; generally, the Panel shall meet within the Panel members' workday; however, after 4:00 p.m. shall be compensated at the negotiated hourly rate.

16.2.2.2.2 Developing the budget for the Program subject to Board approval;

16.2.2.2.3 Assigning a representative to participate in the interview process of selecting the consulting teachers;

16.2.2.2.4 Providing input in the evaluation of the consulting teachers and their documentation;

16.2.2.2.5 Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Governing Board;

16.2.2.2.6 Selecting its own chair;

16.2.2.2.7 Reviewing consulting teachers' interventions; and

16.2.2.2.8 Matching consulting teachers and participants by teaching fields as much as possible.

16.2.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to paragraph 1 of this section.

### 16.2.3 CONSULTING TEACHERS

- 16.2.3.1 When caseloads permit, consulting teachers will work exclusively in the PAR Program.
- 16.2.3.2 When caseloads permit, consulting teachers shall be released full-time to work in this program.
- 16.2.3.3 The number of consulting teachers to be released shall be determined by the number of eligible evaluatees and available funding.
- 16.2.3.4 The consulting teachers shall have one-year terms, renewable each year.
- 16.2.3.5 All consulting teaching assignments are subject to annual evaluation by the Assistant Superintendent of Personnel or designee.
- 16.2.3.6 The documentation of such evaluation shall not be made a part of the consulting teacher's personnel file except upon the express written request of the individual consulting teacher.
- 16.2.3.7 The parties do not see the consulting teacher assignment as a part of the career ladder of an individual who seeks to be an administrator in the District.
- 16.2.3.8 Communication and consultation with the principal shall be ongoing.
- 16.2.3.9 Consulting teachers shall have responsibility for up to 7 permanent teacher interventions, each of whom shall receive at least 10 hours of assistance per month.
- 16.2.3.10 Consulting teachers shall have a work year that is 190 days scheduled by the PAR Panel.
- 16.2.3.11 Consulting teachers will be compensated on the 7-period work schedule for the term of their service.
- 16.2.3.12 At the conclusion of his/her service, a consulting teacher shall have return rights to a position for which the individual is qualified at his/her school of origination. If there is no open position, a position may be created by an involuntary transfer of the least senior member of the department.
- 16.2.3.13 A consulting teacher returning to the classroom after a third term will have only subject matter rights and may not be guaranteed return to their previous site. At the conclusion of his/her services as a consulting teacher, he/she will return to a 6-period work schedule.

### 16.2.4 PERMANENT TEACHER INTERVENTION

- 16.2.4.1 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as a composite "unsatisfactory" by the principal or designee. It shall be the obligation of the Panel to report the results of this intervention to the Governing Board. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.
- 16.2.4.2 The prime focus of this Program is to provide assistance and renew quality teaching.
- 16.2.4.3 The participating teacher shall be precluded from any/ all extra duty assignments.

- 16.2.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the “unsatisfactory” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the consulting teacher to begin the development of an individual improvement plan. If the permanent teacher so desires, AVTA shall provide representation in this meeting.
- 16.2.4.5 During the period of assistance, the permanent teacher’s evaluation shall be the joint responsibility of the consulting teacher and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher.
- 16.2.4.6 The assistance shall be provided by the peer consulting teachers under this article and shall be closely monitored by this Program’s governing Panel.
- 16.2.4.7 Communication and consultation with the principal shall be ongoing.
- 16.2.4.8 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher’s fulfillment of his/her professional obligations. Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that is related to progressive discipline, i.e. letter of warning, reprimand, etc., he/she shall inform the consulting teacher or inform the Panel directly.
- 16.2.4.9 The consulting teacher will share all written and oral evaluation reports during a conference with the teacher at least once every four weeks. A copy of the written reports will be provided to the principal and the Panel.
- 16.2.4.10 The consulting teachers will provide an oral report and all written documentation regarding the progress of the permanent teachers in the Peer Assistance and Review Program.
- 16.2.4.11 The teacher and principal will be given an opportunity to respond to the report within a reasonable period of time.
- 16.2.4.12 Neither the Principal nor participating teacher may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.
- 16.2.4.13 The course of assistance shall include one or more of the following:
- Multiple classroom observations by the consulting teacher;
  - Assistance specific to the area which has been evaluated to be “unsatisfactory”;
  - Or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
- 16.2.4.14 Opportunities for either the teacher receiving assistance to observe exemplary practice by the consulting teacher or other exemplary teachers;
- 16.2.4.15 District provided professional development opportunities;
- 16.2.4.16 Conference attendance, perhaps in the company of the consulting teacher to facilitate reflection on how this experience fits into the individual improvement plan; and
- 16.2.4.17 Other forms of assistance which the consulting teacher and the Panel may provide. The parties understand that no possible subject matter competency may be available within the corps of consulting teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting

teacher shall maintain prime responsibility for the individual improvement plan but may function more like a case carrier who assures the availability of appropriate resources.

- 16.2.4.18 Either at the time of the Interim Report or at the conclusion of the program of assistance, the Panel shall report to the permanent teacher, the principal, and the Board of Trustees of the School District that: Either the permanent teacher is now “proficient” in the area(s) identified for improvement, and the principal, or designee, shall evaluate the unit member the next year, or The Panel and consulting teacher do not consider the permanent teacher to be improving to the point of achieving “proficiency” in the area(s) identified for improvement, with reasons given in support of this conclusion. The Panel may recommend that the District initiate dismissal proceedings or continue to provide assistance for one additional year.
- 16.2.4.19 Notwithstanding above, and while the term of assistance shall generally occur within one school year, the intervention may be extended into all or part of a second year if the Panel believes that further assistance is still appropriate because the permanent teacher may not have returned to a “proficient” level of performance.
- 16.2.4.20 The deliberations of the Panel shall be closed and confidential. Their decisions shall be based on the information provided by the consulting teacher, the principal, and the permanent teacher and/or AVTA representative who is assigned. Reports of Panel votes shall only include the number of Panel members voting on each side of any questions before the Panel.
- 16.2.4.21 The decision of the Panel shall be reported to the teacher, the consulting teacher, and the principal in conference with the Assistant Superintendent, Personnel, and a representative of AVTA who is a member of the Panel.

#### 16.2.5 PERMANENT TEACHER DUE PROCESS

- 16.2.5.1 The permanent teacher shall be entitled to review all reports generated by the peer consulting teacher prior to his/her submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
- 16.2.5.2 The permanent teacher shall have a right to request the presence of an AVTA member in any meeting of the Panel to which he/she is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 16.2.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedures.
- 16.2.5.4 The permanent teacher shall have the right to timely reports of progress being made.
- 16.2.5.5 The permanent teacher shall have the right to appear before the Panel prior to the final decision of the Panel.
- 16.2.5.6 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered. This option may be exercised once. There is no appeal process. The record of this intervention may be sealed within the personnel file after four (4) years. This Program in no manner diminishes the legal rights of bargaining unit members.

## 16.2.6 MISCELLANEOUS PROVISIONS

- 16.2.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
- 16.2.6.2 This program shall be a partnership program between the Antelope Valley Union High School District (AVUHSD) and Antelope Valley Teachers Association (AVTA).
- 16.2.6.3 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding.
- 16.2.6.4 **Governing Board Review of Recommendations:** Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 16.2.6.5 **Retention of Education Code Rights:** Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
- 16.2.6.6 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 16.2.6.7 The Peer Assistance Program shall be reviewed annually.
- 16.2.6.8 The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of his/her participation in this Program as provided in Education Code Section 44503(c).
- 16.2.6.9 **Confidentiality:** All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this Memorandum of Understanding.
- 16.2.6.10 This Memorandum of Understanding shall become effective on the date of its execution and approval by each party and shall remain effective until June 30, 2019. This Memorandum of Understanding is non-precedential, will not bind the Parties in any further action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, compliant, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the Collective Bargaining Agreement.

**Article 17**

17.0 For future use should a new Article be negotiated.

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**Article 18**  
**SUMMER SCHOOL**

- 18.0 A summer school program may be conducted at the discretion of the District.
- 18.1 Summer school site employees shall be employed contingent upon adequate student attendance.
- 18.2 Summer school vacancy announcements shall be distributed through procedures defined in Article 6 of this agreement.
  - 18.2.1 The faculty for summer school shall be selected by the summer school principal and administrative staff at the site.
  - 18.2.2 Assignments will be made on the basis of first, Authorizing Credential; second, Major or Minor preparation; third, on a site based Reverse Summer School Seniority Basis (i.e., those teaching summer school in a given year shall be placed at the bottom of the seniority list for the following year). Those having never taught Summer School shall be placed on the list in order of their seniority with the District. Enrichment courses will be taught by the person who originally proposed the course. Enrichment courses do not fall under the provisions of the above paragraph unless the person who proposed the course outline is unavailable to teach the enrichment course.
  - 18.2.3 Priority consideration shall be given to (1) qualified unit members at the site before making offers of employment, (2) other unit members based on District seniority, (3) qualified candidates outside the bargaining unit.
  - 18.2.4 Assignments for classes for which there is sufficient enrollment shall be announced no later than June 1st. Additional assignments may be made as enrollment warrants through the first week of the session. Employees will be notified directly by the appropriate administrator of their assignment.
- 18.3 Before April 1st of each year the summer school principal will invite proposals for special summer school enrichment classes.
  - 18.3.1 These will be classes not offered in the regular school year and must be in academic areas approved by the State Superintendent of Public Instruction.
  - 18.3.2 Proposal, in approved District format, must include:
    - 18.3.2.1 Brief description of the class.
    - 18.3.2.2 Units of study.
    - 18.3.2.3 Goals and objectives.
    - 18.3.2.4 Material to be used.
    - 18.3.2.5 Instructional materials budget.
    - 18.3.2.6 Methods used.
  - 18.3.3 Offering of these classes will be contingent on Board approval and sufficient student enrollment.

18.4 Teachers shall be reimbursed at the negotiated hourly rate for the number of hours they meet with each class or are assigned to work by the summer school principals.

18.4.1 Teachers who meet with more than one (1) two-hour class shall be entitled to a scheduled unpaid break.

18.4.2 Summer school sick leave shall be handled per Article 5.

Summer School teachers for severe special education programs, including specifically ED, SDD, TMH, Autism, and DHH classes, who are fully credentialed to teach and assigned to those classes will receive their hourly per diem rate for the hours they teach in an extended school year program. The District maintains the right to schedule extended school year and summer school classes to meet the District's needs and the needs of the students. All other special education teachers will receive the summer school hourly rate as currently negotiated.



**Article 19**  
**YEAR-ROUND SCHOOL**

- 19.0 The District and the Association mutually agree that in the event the District decides to create a Year-Round School, at any site within the District, that such a school or schools shall only be staffed and opened after the completion of negotiations with the Association to create mutually acceptable language for a complete Article 19, Year-Round School and language in such other Articles, as necessary, pertinent to the staffing, operation and conduct of Year-Round School. Both parties agree that the language embodied in Article 19, Year-Round School, and other language pertaining to Year-Round Schools found elsewhere in the Collective Bargaining Agreement between the District and the Association, adopted by the Board on August 19, 1992, shall form the basis for these new negotiations and agreement, before implementation of this Article may occur.

**Article 20**  
**PART-TIME EMPLOYMENT**

20.0 PART-TIME EMPLOYMENT - FULL RETIREMENT CREDIT

Eligible unit members may reduce their work load prior to retirement from full-time to part-time duties and receive full credit toward retirement in accordance with Education Code Section 44922. Full-time employment is defined as six-sixths (6/6ths), which includes five (5) teaching periods and one (1) conference/preparation period for one hundred eighty-two (182) days. Part-time employment is defined as three-sixths (3/6ths) which shall not include a conference/preparation period or six-sixths (6/6ths), including five (5) teaching periods and one (1) conference/preparation period, for ninety-one (91) days.

- 20.0.1 Unit members interested in part-time employment under this provision shall notify the District Personnel Services Office no later than May 1st of the year preceding the intended year of participation
- 20.0.2 Unit member eligibility shall be determined by the following criteria:
  - 20.0.2.1 The unit member shall have been employed by the District in a full-time position requiring certification for at least ten (10) years of which the immediately preceding five (5) years shall be full-time employment without a break in service.
  - 20.0.2.2 The unit member shall have reached age fifty-five (55) by the start of the semester in which work reduction is to commence.
- 20.0.3 The option of part-time employment shall be initiated by the unit member only and continued participation under these provisions can only be revoked through the mutual consent of the District and the unit member.
- 20.0.4 Unit member participation shall be subject to the following provisions:
  - 20.0.4.1 While this part-time employment provision is typically a transition to full retirement, a return to full-time status with the District shall be permitted, but under no circumstances may the period of participation in the work reduction program exceed a period of five (5) years.
  - 20.0.4.2 Participating unit members shall be paid on a part-time basis with a salary pro-rated from the full-time salary that the unit member would otherwise receive for the position in which he/she serves.
  - 20.0.4.3 Participating unit members shall receive the retirement credit that they would earn if they were employed full-time. The unit member and the District shall contribute to the State Teachers Retirement System (STRS) the amount that would be contributed if the unit member were employed on a full-time basis.
  - 20.0.4.4 Participating unit members shall continue to receive the same health and welfare benefits provided to other unit members as provided for by Government Code Section 53201.
  - 20.0.4.5 The period of participation shall not extend beyond the school year during which the unit member reaches his/her 70th birthday as required by Government Code Section 20815.

20.1 **PART-TIME EMPLOYMENT - LESS THAN FULL RETIREMENT CREDIT**

Unit members who are interested in working part-time, as defined in Section 20.0 above, that do not satisfy the eligibility requirements stated above, may apply for part-time employment under the following conditions:

- 20.1.1 The unit member must apply for part-time employment no later than May 1st for the succeeding school year and such application is subject to the Board's approval
  - 20.1.2 Unit members approved for part-time employment shall be eligible to receive only a pro-rated salary of one-half of the regular salary that would be earned as a full-time employee. Those unit members who serve for one (1) semester that has less than ninety-one (91) duty days shall be allowed to substitute or perform other suitable services for the number of days necessary to achieve the ninety-one (91) days.
  - 20.1.3 Participating unit members shall be eligible for only pro-rated health and welfare benefits. Unit members may agree to contribute the proportionate cost of the benefits in order to receive the equivalent of full-time medical, dental, vision and life insurance protection, subject to approval by the District's medical care and insurance providers. Unit members may choose to participate or not participate in each benefit offered.
- 20.2 Unit members who express an interest in extending their part-time employment status beyond the initial year shall apply for an extension prior to May 1st for the following year. This extension shall be at the discretion of the Board.
- 20.3 By virtue of the nature of part-time employment the District and Association agree that some degree of flexibility will have to be incorporated in the implementation of part-time employment. Matters related to faculty meetings, participation in in-service, performance of regular teacher duties and responsibilities, etc., will have to be worked out at the sites in a cooperative manner.
- 20.4 Utilization of this provision shall be limited to a total of forty-eight (48) sections. Certificated bargaining unit members who have been employed by the District for at least one full school year are eligible. Applicants who participate in the program shall be mutually agreed upon by the District and Association.
- 20.5 Nothing in this article shall preclude the District from hiring part-time employees from outside of the District. The District's utilization of part-time individuals shall not have a negative impact on the rights of unit members with respect to one-sixth assignments. The District shall post part-time employment opportunities for unit member consideration before hiring from outside of the District.

**Article 21**  
**EDUCATIONAL REORGANIZATION**

- 21.0 The District and the Association recognize that site-based educational reorganization may improve effective professional practice of educators and make the learning process more effective. To this end, the parties agree that the following process may be utilized to implement site-based educational reorganization in the District which act as waivers to the current collective bargaining agreement:
- 21.1 The current Joint Reorganizational Council (“JRC”) will consist of the District Superintendent and/or his/her designee and an Association Negotiating Team designee.
- 21.2 Either party must submit a formal, written document that addresses specific educational needs identified by the certificated staff at the site and the specific provision of the CBA that is sought to be waived.
- 21.3 The proposal should contain a history and background, and provide corroborating evidence that other educational alternatives addressing the situation within the current system have either been tried and were unsuccessful or would be futile.
- 21.4 A specific action plan should address the particular need cited, proposing specific changes that will improve student learning and provide a remedy based on sound educational practice and/or theory.
- 21.5 As determined by each party in its own discretion, the plan must have significant staff support.
- 21.6 Proposals to waive portions of the CBA will be subject to the written approval of both the District Superintendent and/or his/her designee and an Association Negotiating Team designee only. Upon both parties written approval of the proposals, the waiver shall be considered an Addendum to the CBA for a specific period of time at a specific work site.
- 21.7 If approved, first time proposals will be authorized for one (1) year, unless mutually agreed on otherwise.

**Article 22**  
**EARLY RETIREMENT**

- 22.0 The District shall continue to offer the Early Retirement Incentive Program as set forth in Board Policy 4120 adopted June 18, 1980, and the Golden Handshake Retirement Option for the duration of this Agreement. (Because the District must be able to demonstrate a financial savings to offer either of these programs, it is understood that it is unlikely that a savings could be demonstrated for a unit member using both of these retirement incentives.)

**Article 23**  
**GRIEVANCE AND ARBITRATION**

**23.0 DEFINITIONS:**

- 23.0.1 A "**grievance**" is an allegation by a grievant that there has been a violation of an express provision(s) of this Agreement.
- 23.0.2 A "**grievant**" is a member(s) of the bargaining unit who files a grievance or it may be the Association.
- 23.0.3 A "**day**" is a day when the District Office is open for business, and the unit member is required to be at work, excluding Saturdays and Sundays.
- 23.0.4 A "**representative**" is an Association appointed representative, Association staff, or Association legal counsel who participates in the grievance procedure.
- 23.0.5 "**Association**" shall mean the local employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.
- 23.0.6 "**Immediate Supervisor**" is the site administrator or designee.
- 23.0.7 A "**District Grievance Form**" shall mean a District provided form which shall be completed in writing. (Appendix H)

**23.1 GENERAL PROVISIONS**

- 23.1.1 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The District and Association representatives agree that every effort will be made by the District and the party filing the grievance to settle grievances at the lowest possible level.
- 23.1.2 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 23.1.3 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the immediate supervisor, and to have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment to state its views. Further, nothing contained in this Grievance Procedure shall be construed as limiting the right of a unit member at any time to present a written formal grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of the Agreement. The District shall not agree to a resolution of said grievance until the Association has been served by the District with a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response. A grievant who wants representation shall be represented by the designated representatives selected by the Association.
- 23.1.4 The grievant shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the grievant's representative.
- 23.1.5 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

- 23.1.6 Decisions rendered at all Levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decisions by the parties in interest.
- 23.1.7 Grievance meetings will be scheduled by the District at mutually convenient times and places. Every effort will be made to schedule such meetings in such a manner that they will not conflict with regular duties; however, when such meetings must necessarily be scheduled so as to conflict with the unit member's work hours, reasonable release time, without loss of salary, will be provided to the grievant and his/her authorized Association representative, if any. In addition, witnesses to an arbitration hearing shall be given release time while testifying.  
  
At Level I or Level II grievance meetings where it is necessary to include more than three (3) unit members who have information about the grievance, conferences shall be held before or after school hours. In addition, witnesses to an arbitration hearing shall be given release time while testifying. This constitutes reasonable periods of release time within the meaning of Government Code Section 3543.1(c).
- 23.1.8 Neither party shall take reprisals against any member of the unit, Association representative, management person, or any other participant in the grievance.
- 23.1.9 All grievance records shall be maintained in the Personnel Services Office in a file separate and apart from other personnel records. The maintenance and disposition of those grievance files shall be governed by the provisions of Title 5, California Administrative Code Sections 16022-16027. The grievant shall have access to all grievance documents in such file. Documents relevant to processing a grievance shall be furnished upon request by either party.
- 23.1.10 When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving written notice to the District and the Association. This does not preclude the Association from continuing the grievance if the Association alleges the District has violated the Agreement.
- 23.1.11 Forms for filing grievances and other necessary documents are in Appendix H. Costs for preparing such forms will be absorbed by the District.
- 23.1.12 Grievances which arise as a result of a District action(s) or decision(s) that occur at a level higher than the immediate supervisor or designee may be filed at Level II.

**23.2 FORMAL PROCEDURE**

**23.2.1 Level I - Site**

- 23.2.1.1 The grievant shall file the grievance in writing on the District provided form, simultaneously with the President of the Association and the unit member's immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the alleged grievance or twenty (20) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. The grievance shall list the Article(s) and Section(s) allegedly violated, along with a description of the alleged violation.
- 23.2.1.2 Within ten (10) days after receipt of the formal written grievance by the immediate supervisor, the immediate supervisor will meet with the unit member and representative of the Association in an effort to resolve the grievance. The immediate supervisor shall provide a written proposed resolution to the unit member within five (5) days after the Level I grievance meeting.

23.2.2 Level II - District

23.2.2.1 If the grievant is not satisfied with the disposition of the grievance at the Level I meeting, the grievant may file the grievance in writing on the District provided form, simultaneously with the President of the Association and the Superintendent within ten (10) days after the Level I meeting or within five (5) days of receipt of the Level I written decision.

23.2.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and representative of the Association in an effort to resolve the grievances. The Superintendent or designee shall provide a written proposed resolution to the grievance within five (5) days after the grievance meeting.

23.2.3 Level III – Mediation

23.2.3.1 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition has occurred pursuant to the provisions of Level II, the grievance may be referred to grievance mediation if both the Association and the District mutually request the services of a State Mediator to assist the parties in resolving the grievance.

23.2.3.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, be assigned to assist the parties in the resolution of the grievance.

23.2.3.3 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. The mediator, within ten (10) days of the request, shall meet with the grievant, Association, and the District for the purpose of resolving the grievance.

23.2.3.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District.

23.2.3.5 In the event the grievance is not resolved within ten (10) days from the first meeting held by the conciliator/mediator, the Association or the District may terminate Level III and the grievance may proceed to Level IV.

23.2.4 Level IV - Arbitration

23.2.4.1 If the grievant is not satisfied with the disposition of his/her grievance at Level III, the grievant may within five (5) days after a decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

The form or content of any settlement discussions shall not be binding on either party. The terms of a settlement, if any, shall be binding on all parties.

23.2.4.2 As soon as possible and in any event not later than ten (10) days after the District receives written notice of the Association's desire to arbitrate; the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said ten (10) days, the arbitrator will be selected from the following list in accordance with the procedure set forth in Article 23.2.4.3:



Mark Hammon  
Kenneth Perea  
Michael Prihar

Terri Tucker  
Lou Zigman

If any of the arbitrators retires or passes away, and the parties cannot agree to a replacement name to be used for the strike list, then the parties' shall request a list of names from the American Arbitration Association or the State Mediation and Conciliation Service from which to strike. Striking shall be done in accordance with Article 23.2.4.3. The list obtained is not intended to be a newly bargained strike list for all of the parties' future arbitrations. Instead a new list will be requested for each subsequent arbitration until a newly bargained strike list has been agreed to or a replacement for the retired, deceased arbitrator has been agreed to.

23.2.4.3 The Association and the District shall select the arbitrator from the strike list by taking turns eliminating names until one (1) name remains. The first option to strike from the list shall alternate. All Grievances shall be numbered consecutively with the Association striking first on all odd numbered grievances and the District striking first on all even numbered grievances. The one (1) remaining name shall be the arbitrator.

23.2.4.4 The arbitrator shall be bound by the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator is empowered to include in his/her award such financial or other remedies to which the parties are entitled to by law. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.

If the District has raised the question of grievability as a defense, such question shall be ruled upon by the arbitrator as a part of his or her decision.

23.2.4.5 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.

23.2.4.6 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

The provisions of Article 2, Certification of Representative; Article 24, Work Stoppage; and Article 25, Retained Rights, are specifically excluded from arbitration under the provisions of this Article.

**Article 24**  
**WORK STOPPAGE**

- 24.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppage, the Association hereby agrees that neither it nor its members or agents or representatives, unit members, or persons acting in concert with any of them shall authorize, or participate in any strike, walkout, slowdown, sickout or other work stoppage of any nature whatsoever or wheresoever located, including but not limited to dispute contending that the District has committed unfair employment practices. In the event of any such work stoppage or threat thereof, the Association shall take all steps reasonably within their control to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.
- 24.1 Any unit member engaging in conduct, which is in violation of this Article, or refusing to perform duly assigned services, shall be subject to termination in accordance with applicable law. The District reserves the right to selectively discipline unit members hereunder.
- 24.2 The District shall not engage in a lockout of unit members during the life of this Agreement.
- 24.3 The concerted activities provision of this Agreement in the event of an impasse related to annual salary, health and welfare benefit or other reopeners during the term of this Agreement shall be set aside in the event of a declared impasse and exhaustion of mediation and fact finding.

**Article 25**  
**RETAINED RIGHTS**

- 25.0 The Association understands and agrees that consistent with the laws of the State of California, the rights, powers, prerogatives, and authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as specifically limited, or modified by this Agreement or as otherwise provided by the parties.
- 25.1 It is not the intention of the parties in setting forth the above mentioned rights of management to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitations upon the District's rights.
- 25.2 All other rights of management, not expressly limited by the language of this Agreement, are also expressly reserved to the District, even though not enumerated above; and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in the particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 25.3 If there is a direct conflict between the rights set forth in this article and the provisions of another article of this Agreement, the language of the latter shall prevail.

**Article 26**  
**ASSOCIATION RIGHTS**

- 26.0 The Association and its members shall have the right to use school facilities and equipment for Association business at reasonable times and places as approved by the site administrators. Appropriate forms shall be completed by the requester. Such use shall not interfere with the educational process and shall not conflict with other scheduled meetings.
- 26.1 The Association shall also have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.
- 26.2 The Association may post notices of activities and matters of Association concern on an Association bulletin board at each school site in an area frequented by unit members. Designation of the bulletin board shall be by mutual consent of the site administrators and the Association representative.
- 26.3 The Association may use school and District Office mail services and unit member mailboxes to communicate with unit members concerning Association business. It shall be the responsibility of the Association to place its communications in the appropriate mailboxes.
- 26.3.1 The Association shall also have the right to use District electronic mail (E-mail) services and unit member electronic mailboxes, when such services and/or mailboxes are created, for communications to unit members without interference, censorship, or examination of such communications by the District.
- 26.3.2 When District electronic mail (E-mail) services and/or unit member electronic mailboxes are created; the Association shall have an electronic mailbox in the District electronic mail system.
- 26.4 Any communication to be distributed or posted pursuant to Section 26.3.1 and/or Section 26.3.2 above, must involve official Association business only. Communication shall be dated, bear the name of the Association and identify the name of the person responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications and its use of school and/or District Office mailboxes and bulletin boards. A courtesy copy of any communication distributed or posted pursuant to Section 26.3.1 and/or Section 26.3.2 shall be provided to the Assistant Superintendent, Personnel Services.
- 26.5 The authorized site representative of the Association may transact official Association business on school property at reasonable times. Reasonable times shall mean before the start of the school day, after completion of the workday, lunch period, and periods during which an employee is present at the school site but not expected to perform services to the District. The Association representatives, when entering a school site for official Association business, shall promptly identify themselves at the school office and obtain authorization from the site administrator or designee, which authorization shall not be unreasonably withheld, prior to contacting any District employee. The Association further agrees that the Association representatives shall not disturb or otherwise interfere with the work of any employee of the District.
- 26.6 The employee directory will be placed on <http://www.avdocs.org/> with password protection.
- 26.7 The Association may purchase duty time for its President to serve as an elected officer and to conduct Association business. The Association shall reimburse the District for all compensation associated with such leave. Compensation shall be defined to include salary, health and welfare benefits, unemployment insurance, workers' compensation, Medicare, STRS and PERS/Social Security, if applicable.

## 26.8 New Employee Orientation

- 26.8.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or other employment-related matters.
- 26.8.2 The District shall provide the Association access to its new employee orientation(s). The Association shall receive no less than ten (10) days’ notice in advance of an orientation. A shorter notice may be given in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- 26.8.3 In accordance with Article 3.1.1, 3.1.2, and 3.1.3, the District shall provide the Association with two (2) hours of uninterrupted time, exclusive of lunch, for the purposes of New Bargaining Unit Member Orientation. Administration shall excuse themselves during the Association time unless invited to attend.
- 26.8.4 If an orientation is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided advance notice of the meeting time, date, and location. The District shall provide paid release time, free from regular duties, for an Association representative to meet with the new bargaining unit member.
- 26.8.5 If the Association President or designee is unable or chooses not to attend the orientation/onboarding meeting, the District shall provide the newly hired bargaining unit member with the Association’s Welcome Packet. The Association shall provide the Welcome Packet to the District. All resources and costs for the Welcome Packet shall be incurred by the Association. If the District anticipates not having enough Welcome Packets, the District shall notice the Association President or designee.

## 26.9 Employee Information

- 26.9.1 “Newly hired employee” or “new hire” means an employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation.
- 26.9.2 Within thirty (30) days of hire or by the first pay period of the month following hire, the District shall provide the Association with contact information on the new hires. This contact information shall include the new hire’s full name; job title; department; work location; work, home, and personal cell phone numbers; personal email address; and home address, which is on file with the District. This information will be provided to the Association regardless of whether the newly hired employee was previously employed by the District.
- 26.9.3 Periodic Update of Contact Information: The District shall provide the Association with a list of all AVTA/CTA/NEA bargaining unit members’ names and contact information, as specified in Section 26.9.2 above, on the last working day of September, January, and May. This information will be provided in an electronic format.

**Article 27**

**ORGANIZATIONAL MEMBERSHIP DUES AND OTHER PAYROLL DEDUCTIONS**

- 27.0 AVTA/CTA/NEA, shall deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 27.1 With respect to all sums deducted by the District pursuant to paragraph 27.0 above, for membership dues, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 27.2 The Association agrees to furnish the District with a membership roster to fulfill the provisions of this Article.
- 27.3 Unit members paying their Association dues by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.
- 27.4 In accordance with Education Code 45060, the Association agrees to indemnify the District for any claims made by unit members for deductions made in reliance on the membership list provided by the Association.
- 27.5 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed
- 27.6 For voluntary payroll deductions, other than Association membership dues, upon appropriate written authorization from the unit member the District shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings, bonds, charitable donations, or another plans or programs approved by the District.
- 27.7 The Association will timely provide the District a list of unit members who have elected to discontinue membership dues or fees.

**Article 28**  
**LAYOFFS**

- 28.0 If a layoff of unit members is implemented pursuant to the Education Code, the unit members so affected shall be entitled to the following:
- 28.0.1 Maintenance of District-paid employee health and welfare benefits through September 30th of the year in which the layoff action is taken.
  - 28.0.2 Use of the unit member's personal necessity leave to seek other employment where absence from duty is necessary for interviews or travel and the absence is coordinated with the site administrator.
  - 28.0.3 Reasonable access to District clerical staff and equipment to prepare resumes and employment applications. The unit member should coordinate with the site administrator the availability of this clerical assistance.

NOTE: See Section 3.13.4 for further information.

**Article 29**  
**CONSULTATION RIGHT**

- 29.0 The parties recognize and agree that under the Government Code the Association has the right to consult with the District on the definition of educational objectives, determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. The District agrees to notify the Association and meet with the Association upon request on those consultation issues prior to making decisions on these issues. Any consultative meetings pursuant to this Article shall be arranged at mutually convenient times and places.
- 29.1 Any grievance arising under this Article shall be limited in claim and remedy requested to the effect that the consulting obligations should be followed.



**Article 30**  
**SUPPORT OF AGREEMENT**

- 30.0 The District and the Association agree that it is in their mutual best interest to encourage the resolution of differences through the meet-and-confer process. Therefore, it is agreed that the Association and the District shall support the terms of this Agreement for its duration.

**Article 31**  
**MISCELLANEOUS PROVISIONS**

- 31.0 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall post the entire collective bargaining agreement on the District's website, and have 20 copies available for pick-up by an AVTA representative. Finally, copies of the collective bargaining agreement will also be available at the District's personnel office and provided to unit members, upon request.
- 31.1 The Board of Trustees of the District, in compliance with Education Code Section 44930, shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than two years beyond the close of the school year during which the resignation has been received by the Board.
- 31.2 Unit members who participate in the production of tapes, publications or other produced educational material shall retain the residual rights should they be copyrighted or sold by the District, provided the materials were not prepared in whole or in part on District time or at District expense.
- 31.3 Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 31.4 All bargaining unit members requesting release from their contract in writing shall be released at the conclusion of the year or upon the District finding a suitable replacement, whichever occurs first.
- 31.5 The District shall provide new unit members with Antelope Valley Teachers Association member information and membership enrollment forms and the link on the District website that contains the CBA, at the time of the signing of a District Contract of Employment, or at the time of the offer, or when requested.
- 31.6 The District shall, on the quarterly basis during the course of the school year, provide to the Association updated bargaining unit employee lists, including school site assignment and certificated employee status.

**Article 32**  
**SEPARABILITY AND SAVINGS**

- 32.0 If any article, section or provision of this Agreement shall be found to be contrary to or in conflict with federal or state law, that article, section or provision only shall be rendered void with no effect because of the contradiction or conflict with federal or state law to any other article, section or provision of this agreement. Upon written notification by either party a meeting will be held within ten (10) working days of such notification to discuss the impact of the voiding of the affected article, section or provision. The Association and the District may then mutually agree to renegotiate the affected article, section or provision.
- 32.1 Should any article, section or provision of this Agreement or application thereof be deemed invalid by a court of competent jurisdiction, the parties shall meet not later than ten (10) working days after receipt of such decision to examine the article, section or provision affected, and if deemed appropriate by either party, commence meeting and negotiating with respect to the means of compliance therewith.

**Article 33**  
**ENTIRE AGREEMENT**

- 33.0 Any individual contract between the District and any unit member shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If a unit member's contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 33.1 This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 33.2 Except as otherwise expressly provided elsewhere in this Agreement, it is agreed that during the term of this Agreement, the parties waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 33.3 This Agreement shall constitute the full and complete commitment between both parties and shall supercede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**Article 34  
DURATION AND RENEGOTIATION**

This Agreement shall become effective upon ratification by the Association and upon adoption by the Board of Trustees and shall remain in full force and effect up to, and including, June 30, 2022. The Association shall present its proposal for salary negotiation and health and welfare benefits, with all other articles to be negotiated, for each school year included in this Agreement to the Board no later than the Board's first scheduled meeting in March. The specific details of the proposals shall be subject to the public notifications procedures set forth in Board Policy 4143.1.

**ANTELOPE VALLEY UNION HIGH  
SCHOOL DISTRICT**

  
Victoria M. Ruffin, Vice President  
Board of Trustees

  
Amanda L. Parrell, Clerk

  
Jill McGrady, Member

  
John Rush, Member

  
David J. Vierra, Superintendent

**ANTELOPE VALLEY TEACHERS  
ASSOCIATION CTA/NEA**

  
Dan Shy, President  
A.V. Teachers Association

  
Raymond Hart, Lead Negotiator

  
Deb DiMeglio, Member

  
Steve Lockhart, Member

  
Jessica Niah, Member

# Appendix A

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## Salary Schedules

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT**  
**CERTIFICATED SALARY SCHEDULE 2019-2020**  
**6 PERIOD WORK SCHEDULE**

	<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>	<b>COLUMN 6</b>
	<b>BACHELOR'S</b>	<b>BACHELOR'S+15 OR SPECIAL CREDIT</b>	<b>BACHELOR'S + 30 With PRELIMINARY SINGLE SUBJECT CREDENTIAL</b>	<b>BACHELOR'S +45 OR MASTERS with PRELIMINARY CREDENTIAL</b>	<b>*BACHELOR'S + 60 WITH MASTER OR MASTERS +15 with PRELIMINARY CREDENTIAL</b>	<b>*BACHELOR'S +75 WITH MASTERS OR MASTERS +30 with PRELIMINARY CREDENTIAL</b>
<b>STEP</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>
1	43,341	46,375	57,214	57,650	58,080	58,517
2	45,947	48,980	57,283	57,720	58,151	61,115
3	48,548	51,580	57,350	57,788	60,683	63,717
4	51,148	54,182	57,420	60,250	63,285	66,315
5	53,747	56,783	59,816	62,851	65,887	68,919
6	53,747	59,381	62,418	65,451	68,484	71,520
7	53,747	61,982	65,021	68,055	71,087	74,120
8	53,747	64,584	67,622	70,654	73,686	76,722
9	53,747	64,584	70,219	73,252	76,288	79,320
10	53,747	64,584	72,819	75,853	78,888	81,925
11	53,747	64,584	72,819	78,456	81,492	84,523
12	53,747	64,584	72,819	81,056	84,093	87,126
13	53,747	64,584	72,819	83,657	86,689	89,722
14	53,747	64,584	72,819	83,657	86,689	89,722
15	53,747	64,584	72,819	83,657	86,689	89,722
16	53,747	64,584	72,819	83,657	86,689	89,722
17	53,747	64,584	72,819	83,657	86,689	92,873
18	53,747	64,584	75,971	86,802	89,835	92,873
19	53,747	64,584	75,971	86,802	89,835	92,873
20	53,747	64,584	75,971	86,802	89,835	92,873
21	53,747	64,584	75,971	86,802	89,835	96,019
22	53,747	64,584	75,971	86,802	89,835	96,019
23	53,747	64,584	79,116	89,951	92,984	96,019
24	53,747	64,584	79,116	89,951	92,984	96,019
25	53,747	64,584	79,116	89,951	92,984	99,165
26	53,747	64,584	79,116	89,951	92,984	99,165
27	53,747	64,584	79,116	89,951	96,129	99,165
28	53,747	64,584	82,265	93,096	96,129	102,311
29	53,747	64,584	82,265	93,096	96,129	102,311
30	53,747	64,584	82,265	93,096	96,129	102,311
31	53,747	64,584	82,265	93,096	99,276	105,457
32	53,747	64,584	82,265	93,096	99,276	105,457
33	53,747	64,584	85,413	96,244	99,276	105,457
34	53,747	64,584	85,413	96,244	99,276	108,619
35	53,747	64,584	85,413	96,244	102,423	108,619
36	53,747	64,584	85,413	96,244	102,423	108,619
37	53,747	64,584	85,413	96,244	102,423	111,782
38	53,747	64,584	88,557	99,391	102,423	111,782

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

Board approved 11/16/19. Effective July 1, 2019.

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

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

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE 2019-2020  
7 PERIOD WORK SCHEDULE**

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

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
	BACHELOR'S	BACHELOR'S +15 OR SPECIAL CREDIT	BACHELOR'S + 30 with PRELIMINARY SINGLE SUBJECT CREDENTIAL	BACHELOR'S +45 OR MASTERS with PRELIMINARY CREDENTIAL	*BACHELOR'S + 60 WITH MASTER OR MASTERS +15 with PRELIMINARY CREDENTIAL	*BACHELOR'S +75 WITH MASTERS OR MASTERS +30 with PRELIMINARY CREDENTIAL
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	50,569	54,107	66,751	67,263	67,765	68,271
2	53,607	57,143	66,831	67,341	67,843	71,304
3	56,639	60,175	66,911	67,423	70,799	74,336
4	59,672	63,212	66,989	70,291	73,833	77,368
5	62,705	66,248	69,786	73,326	76,867	80,776
6	62,705	69,277	72,818	76,360	79,901	83,440
7	62,705	72,312	75,854	79,396	82,932	86,474
8	62,705	75,347	78,888	82,427	85,965	89,511
9	62,705	75,347	81,927	85,461	89,000	92,540
10	62,705	75,347	84,960	88,496	92,038	95,576
11	62,705	75,347	84,960	91,532	95,072	98,610
12	62,705	75,347	84,960	94,564	98,106	101,643
13	62,705	75,347	84,960	97,600	101,142	104,676
14	62,705	75,347	84,960	97,600	101,142	104,676
15	62,705	75,347	84,960	97,600	101,142	104,676
16	62,705	75,347	84,960	97,600	101,142	104,676
17	62,705	75,347	84,960	97,600	101,142	108,350
18	62,705	75,347	88,631	101,273	104,808	108,350
19	62,705	75,347	88,631	101,273	104,808	108,350
20	62,705	75,347	88,631	101,273	104,808	108,350
21	62,705	75,347	88,631	101,273	104,808	112,018
22	62,705	75,347	88,631	101,273	104,808	112,018
23	62,705	75,347	92,300	104,943	108,481	112,018
24	62,705	75,347	92,300	104,943	108,481	112,018
25	62,705	75,347	92,300	104,943	108,481	115,690
26	62,705	75,347	92,300	104,943	108,481	115,690
27	62,705	75,347	92,300	104,943	112,153	115,690
28	62,705	75,347	95,971	108,614	112,153	119,362
29	62,705	75,347	95,971	108,614	112,153	119,362
30	62,705	75,347	95,971	108,614	112,153	119,362
31	62,705	75,347	95,971	108,614	115,825	123,037
32	62,705	75,347	95,971	108,614	115,825	123,037
33	62,705	75,347	99,645	112,288	115,825	123,037
34	62,705	75,347	99,645	112,288	115,825	126,727
35	62,705	75,347	99,645	112,288	119,493	126,727
36	62,705	75,347	99,645	112,288	119,493	126,727
37	62,705	75,347	99,645	112,288	119,493	130,414
38	62,705	75,347	103,314	115,955	119,493	130,414

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

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

Board approved 11/16/19. Effective July 1, 2019.

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



# Appendix B

## Certificated School Calendar



ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
2020-2021 Certificated School Calendar

AVTA TA:  
District TA:  
Board Approval Date: 12/12/19

Mo.	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Days/ Instr.	Legal	Local	SPED Days	Cont. Days							
Jul	1	2	3	NCD	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	0	1	0	2	0		
Aug	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					16	0	0	20	18	
Sep	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21	1	0	21	21		
Oct	1	2	3	4	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	24	25	26	27	28	29	30	21	0	0	22	22
Nov	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					15	2	4	15	15	
Dec	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		14	1	8	14	14		
Jan					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	14	2	5	14	14	
Feb	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26						17	1	1	18	18	
Mar	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		18	0	5	18	18		
Apr					1	2	5	6	7	8	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	0	0	22	22	
May	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20	1	0	20	20	
Jun	1	2	3	4	7	8	9	10	11	14	15	16	17	18	19	22	23	24	25	28	29	30			3	0	0	3	3		

Progress Reports Due: 9/8/20, 11/10/20, 2/9/21, 4/27/21  
Grades Due: 10/13/20, 12/22/20, 3/23/21, 6/8/21

**CERTIFICATED CONTRACT YEAR**

Event	Date	Day of Week
New Sped Teacher Training	July 30 & 31	Thurs/Fri
New Teacher Orientation	Aug 3 & 4	Mon/Tues
Rtn Sped Teacher Training	Aug 3 & 4	Mon/Tues
All Teacher Orientation	Aug 5 & 6	Wed/Thurs
First Day of Student Attendance	Aug 10	Mon
Last Day of School Attendance	June 3	Thurs

**Student Minimum Days**

Event	Date	Day of Week
Back to School Night	Sept 2 & Jan 27	Wednesday
End of 2nd Quarter	Dec 16, 17, 18	Wed, Thurs, Fri
End of 4th Quarter	June 1, 2, 3	Tues, Wed, Thurs

**Comp Site Graduation**

Wednesday June 2, 2021  
Thursday June 3, 2021

**Legal Holiday per Education Code Section 37220**

Holiday	Date	Day of Week
Independence Day	July 3	Friday
Labor Day	Sept 7	Monday
Veteran's Day	Nov 11	Wednesday
Thanksgiving	Nov 26	Thursday
Christmas	Dec 25	Friday
New Year's	Jan 1	Friday
Martin Luther King, Jr.	Jan 18	Monday
President's Day	Feb 15	Monday
Memorial Day	May 31	Monday

**Local Holiday per Education Code Section 37220**

Holiday	Date	Day of Week
Thanksgiving	November 23-25, 27	
Winter Break	December 21 - January 8	
Lincoln's Birthday	February 12	
Spring Break	March 22-26	

**PD/Student Free Days: Oct 21, Feb. 3, Apr. 7**

Event	Date
End of 1st Quarter	Oct 9
End of 2nd Quarter	Dec 18
End of 3rd Quarter	Mar 19
End of 4th Quarter	Jun 3
2021 Summer School	TBD

**DWHS & RRPHS Student Minimum Days**

Event	Date
End of 1st Quarter	Oct 9
End of 2nd Quarter	Dec 17, 18
End of 3rd Quarter	Mar 19
End of 4th Quarter	Jun 2, 3
Graduation	TBA

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
2021-2022 Certificated School Calendar

AVTA TA:  
District TA:  
Board Approval Date: 12/12/19

Mo.	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Days/ Instr.	Legal	Local	SPED Days	Cont. Days
Jul					2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	0	1	0	2	0
Aug	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				17	0	0	21	19
Sep			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		21	1	0	21	21
Oct					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	0	0	21	21
Nov	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			16	2	4	16	16	
Dec				1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	31	13	2	8	13	13
Jan	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					15	1	5	15	15
Feb		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28					17	1	1	18	18
Mar		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		18	0	5	18	18
Apr					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	0	0	21	21
May	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			21	1	0	21	21	
Jun			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		2	9	23	2	2

Progress Reports Due: 9/7/21, 11/9/21, 2/8/22, 4/28/22  
Grades Due: 10/12/21, 12/21/21, 3/22/22, 6/7/22

**CERTIFICATED CONTRACT YEAR**

Activity	Date	Day of Week
New Sped Teacher Training	July 29 & 30	Thurs/Fri
New Teacher Orientation	Aug 2 & 3	Mon/Tues
Rtn Sped Teacher Training	Aug 2 & 3	Mon/Tues
All Teacher Orientation	Aug 4 & 5	Wed/Thurs
First Day of Student Attendance	Aug 9	Monday
Last Day of School Attendance	June 2	Thursday

**Student Minimum Days**

Activity	Date	Day of Week
Back to School Night	Sept 1 & Jan 26	Wednesday
End of 2nd Quarter	Dec 15, 16, 17	Wed, Thurs, Fri
End of 4th Quarter	May 31, June 1, 2	Tues, Wed, Thurs

**Comp Site Graduation**

Wednesday June 1, 2022  
Thursday June 2, 2022

**Legal Holiday per Education Code Section 37220**

Holiday	Date	Day of Week
Independence Day	July 5	Monday
Labor Day	Sept 6	Monday
Veteran's Day	Nov. 11	Thursday
Thanksgiving	Nov. 25	Thursday
Christmas	Dec. 24	Friday
New Year's	Dec. 31	Friday
Martin Luther King, Jr.	Jan. 17	Monday
President's Day	Feb. 21	Monday
Memorial Day	May 30	Monday

**Local Holiday per Education Code Section 37220**

Holiday	Date	Day of Week
Thanksgiving	November 22-24, 26	
Winter Break	December 20- January 7	
Lincoln's Birthday	February 11	
Spring Break	March 21-25	

**PD/Student Free Days: Oct 20, Feb 2, Apr 6**

Activity	Date
End of 1st Quarter	Oct 8
End of 2nd Quarter	Dec 17
End of 3rd Quarter	Mar 18
End of 4th Quarter	Jun 2

**2021 Summer School**

TBD

**DWHS & RRPHS Student Minimum Days**

Activity	Date
End of 1st Quarter	Oct 8
End of 2nd Quarter	Dec 16, 17
End of 3rd Quarter	Mar 18
End of 4th Quarter	Jun 1, 2
Graduation	TBD

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
2022-2023 Certificated School Calendar

AVTA TA:  
District TA:  
Board Approval Date: 12/12/19

Mo.	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Days/ Instr.	Legal	Local	SPED Days	Cont. Days		
Jul						1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	0	1	0	2	0	
Aug	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		18	0	0	22	20			
Sep						1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	1	0	21	21
Oct	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20	0	0	21	21		
Nov	1	2	3	4	7	8	9	10	11	14	15	16	17	18	19	21	22	23	24	25	28	29	30		16	2	4	16	16			
Dec	1	2	3	4	5	8	9	10	11	12	13	14	15	16	17	18	21	22	23	24	25	28	29	30		12	1	9	12	12		
Jan	1	2	3	4	5	8	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31		16	2	4	16	16			
Feb						1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28		17	1	1	18	18	
Mar	1	2	3	4	5	8	9	10	11	12	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	0	5	18	18		
Apr	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						19	0	0	20	20		
May	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		22	1	0	22	22			
Jun						1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	1	0	0	1	1

Progress Reports Due: 9/6/22, 11/15/22, 2/14/23, 4/25/23  
Grades Due: 10/18/22, 12/20/23, 3/21/23, 6/6/23

**LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220**

Holiday	Date	Day of Week
Independence Day	July 4	Monday
Labor Day	Sept 5	Monday
Veteran's Day	Nov 11	Friday
Thanksgiving	Nov 24	Thursday
Christmas	Dec 26	Monday
New Year's	Jan 2	Monday
Martin Luther King, Jr.	Jan 16	Monday
President's Day	Feb 20	Monday
Memorial Day	May 29	Monday

PD/Student Free Days: Oct 19, Feb 1, Apr 5

**CERTIFICATED CONTRACT YEAR**

Event	Date	Day of Week
New SpEd Teacher Training	July 28 & 29	Thurs/ Fri
New Teacher Orientation	Aug 1 & 2	Mon/ Tues
Rtn SpEd Teacher Training	Aug 1 & 2	Mon/ Tues
All Teacher Orientation	Aug 3 & 4	Thurs/ Fri
First Day of Student Attendance	Aug 8	Monday
Last Day of School Attendance	June 1	Thursday

**STUDENT MINIMUM DAYS**

Event	Date	Day of Week
Back to School Night	Sept 7 & Jan 25	Wednesday
End of 2nd Quarter	Dec 14, 15, 16	Wed/ Thurs/ Fri
End of 4th Quarter	May 30, 31 & Jun 1	Tues/Wed/Thurs

**COMP SITE GRADUATION**

Wednesday	May 31, 2023
Thursday	June 1, 2023

**LOCAL HOLIDAY PER EDUCATION CODE SECTION 37220**

Holiday	Date	Day of Week
Thanksgiving	November 21-23, 25	
Winter Break	December 19-January 6	
Lincoln's Birthday	February 13	
Spring Break	March 20-24	

**DWHS & RRPHS Student Minimum Days**

End of 1st Quarter	Oct 14
End of 2nd Quarter	Dec 15, 16
End of 3rd Quarter	Mar 17
End of 4th Quarter	May 31, Jun 1
Graduation	TBD

**2021 Summer School**

TBD

# Appendix C

## Benefits

## Antelope Valley Union High - Certificated Plan Comparison & Summary

	BC OPT 2	BC OPT 1	BC OPT 3	BC OPT 4	KAISER 1	KAISER 2
<b>2019-2020</b>	<b>Anthem PPO</b>	<b>Anthem PPO</b>	<b>Anthem PPO</b>	<b>Anthem PPO</b>	<b>Kaiser</b>	<b>Kaiser</b>
	<b>100-B \$0</b>	<b>90-A \$10</b>	<b>90-E \$20</b>	<b>80-L \$30</b>	<b>Trad HMO \$0</b>	<b>Trad HMO \$30</b>
<b>MEDICAL - CALENDAR YEAR Deductibles &amp; Maximums</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>
Individual/Family Deductibles	\$100/\$300	\$100/\$300	\$300/\$600	\$2,000/\$4,000	\$0	\$0
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$4,000/\$8,000	\$1,500/\$3,000	\$1,500/\$3,000

### PROFESSIONAL SERVICES

Office Visit (OV) co-pay	\$0	\$10	\$20	\$30	\$0	\$30
Urgent Care co-pay	\$0	\$10	\$20	\$30	\$0	\$30
Specialists/Consultants co-pay	\$0	\$10	\$20	\$30	\$0	\$30
Prenatal, postnatal office visit co-pay	\$0	\$10	\$20	\$30	\$0	\$0
Scans: CT, CAT, MRI, PET etc.	0%	10%	10%	20%	\$0	\$0
Diagnostic X-ray & Laboratory Procedures	0%	10%	10%	20%	\$0	\$0
Infertility (diagnosis/treatment of causes of infertility subject to plan benefits)	Not covered	Not covered	Not covered	Not covered	OV copay or hospitalization copay apply	OV copay or hospitalization copay apply
Preventive Care (includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	\$0	\$0

### HOSPITAL & SKILLED NURSING FACILITY SERVICES

Emergency Room visit (waived if admitted)	0% \$100 co-pay	10% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$100	\$100
Inpatient Hospital (preauthorization required) - limits may apply	0%	10%	10%	20%	\$0	\$0
Outpatient Hospital	0%	10%	10%	20%	\$0	\$30
Surgery, Outpatient (performed in Surgery Center)	0%	10%	10%	20%	\$0	\$30
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	10%	10%	20%	\$0	\$30

### MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT

<b>INPATIENT: Facility Based Care (preauth required)</b>	0%	10%	10%	20%	\$0	\$0
<b>OUTPATIENT: Facility Based Care (preauth required)</b>	0%	10%	10%	20%	\$0	\$30

### OTHER SERVICES

Acupuncture - Limits apply	0%	10%	10%	20%	\$10/30 visits combined w/chiro	\$10/30 visits combined w/chiro
Ambulance (Ground or Air)	0% \$100 co-pay	10% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$50	\$50
Chiropractic - Limits apply	0%	10%	10%	20%	\$10/30 visits combined w/acu	\$10/30 visits combined w/acu
Durable Medical Equipment (DME)	0%	10%	10%	20%	no charge	no charge
Physical and Occupational Therapy - Limits apply	0%	10%	10%	20%	\$0	\$30
<b>PHARMACY BENEFITS</b>	<b>7-25</b>	<b>7-25</b>	<b>7-25</b>	<b>9-35</b>	<b>Trad HMO \$5</b>	<b>Trad HMO \$10-\$30</b>
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Navitus	Kaiser	Kaiser
Individual/Family Brand & Specialty Rx Deductibles	none	none	none	none	none	none
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	\$1,500/\$2,500	\$1,500/\$2,500	\$1,500/\$2,500	\$2,500/\$3,500	Included w/ Med OOP Max	Included w/ Med OOP Max
Generic co-pay/30 days supply	\$0 at Costco \$7 at Other Network	\$0 at Costco \$7 at Other Network	\$0 at Costco \$7 at Other Network	\$0 at Costco \$9 at Other Network	\$5 up to 100 day supply	\$10 up to 100 day supply
Brand co-pay/30 days supply	\$25	\$25	\$25	\$35	\$5 up to 100 day supply	\$30 up to 100 day supply
Specialty co-pay/up to 30 days supply	\$25 Must Use Navitus Mail	\$25 Must Use Navitus Mail	\$25 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$5 up to 30 day supply	\$30 up to 30 day supply
Mail Order (Generic-Brand co-pay/90 days supply)	\$0-\$60	\$0-\$60	\$0-\$60	\$0-\$90	\$5-\$5/up to 100 day supply	\$10-\$30/up to 100 day supply
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Kaiser Mail Order Pharmacy	Kaiser Mail Order Pharmacy

This sheet is only a brief summary of In-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.

**2019-20 CERTIFICATED RATES  
EFFECTIVE 12/1/19**

<b>HEALTH PLANS (Includes Dental, Vision, EAP, and Life Insurance)</b>	<b>RATES (monthly except June &amp; July)</b>
<b>BLUE CROSS PPO OPT 1 (90/10%)</b>	
<b>Deduct \$100/300, co-ins \$1,000/3,000, \$10 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$560.96
DELTA DPO	\$589.28
DELTA PMI	\$495.50
<b>BLUE CROSS PPO OPT 2 (100%)</b>	
<b>Deduct \$100/300, co-ins \$0, \$0 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$664.16
DELTA DPO	\$692.48
DELTA PMI	\$598.70
<b>BLUE CROSS PPO OPT 3 (90/10%)</b>	
<b>Deduct \$300/600, co-ins \$1,000/3,000, \$20 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$386.96
DELTA DPO	\$415.28
DELTA PMI	\$321.50
<b>BLUE CROSS PPO OPT 4 (80/20%)</b>	
<b>Deduct \$2,000/4,000, co-ins \$4,000/8,000, \$30 office visit, RX \$9/\$35</b>	
DELTA INCENTIVE	\$14.96
DELTA DPO	\$43.28
DELTA PMI	\$0.00
<b>KAISER HMO OPT 1 (100%)</b>	
<b>Deductible \$0, co-ins \$0, \$0 office visit, RX \$5</b>	
DELTA INCENTIVE	\$153.68
DELTA DPO	\$182.00
DELTA PMI	\$88.22
<b>KAISER HMO OPT 2 (100%)</b>	
<b>Deductible \$0, co-ins \$0, \$30 office visit, RX \$10/30</b>	
DELTA INCENTIVE	\$33.68
DELTA DPO	\$62.00
DELTA PMI	\$0.00



**2019-20 RATES WITH SPOUSE/DOMESTIC PARTNER  
EFFECTIVE 12/1/19**

<b>HEALTH PLANS (Includes Dental, Vision, EAP, and Life Insurance)</b>	<b>RATES (monthly except June &amp; July)</b>
<b>BLUE CROSS PPO OPT 1 (90/10%)</b>	
<b>Deduct \$100/300, co-ins \$1,000/3,000, \$10 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$86.06
DELTA DPO	\$114.38
DELTA PMI	\$20.60
<b>BLUE CROSS PPO OPT 2 (100%)</b>	
<b>Deduct \$100/300, co-ins \$0, \$0 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$163.46
DELTA DPO	\$191.78
DELTA PMI	\$98.00
<b>BLUE CROSS PPO OPT 3 (90/10%)</b>	
<b>Deduct \$300/600, co-ins \$1,000/3,000, \$20 office visit, RX \$7/\$25</b>	
DELTA INCENTIVE	\$0.00
DELTA DPO	\$0.00
DELTA PMI	\$0.00
<b>BLUE CROSS PPO OPT 4 (80/20%)</b>	
<b>Deduct \$2,000/4,000, co-ins \$4,000/8,000, \$30 office visit, RX \$9/\$35</b>	
DELTA INCENTIVE	\$0.00
DELTA DPO	\$0.00
DELTA PMI	\$0.00
<b>KAISER HMO OPT 1 (100%)</b>	
<b>Deductible \$0, co-ins \$0, \$0 office visit, RX \$5</b>	
DELTA INCENTIVE	\$0.00
DELTA DPO	\$0.00
DELTA PMI	\$0.00
<b>KAISER HMO OPT 2 (100%)</b>	
<b>Deductible \$0, co-ins \$0, \$30 office visit, RX \$10/30</b>	
DELTA INCENTIVE	\$0.00
DELTA DPO	\$0.00
DELTA PMI	\$0.00

**The following documentation will be required before your spouse and dependents can be covered under your plan:**

- \_\_\_\_\_ Marriage Certificate
- \_\_\_\_\_ Federal Tax Return (last year's 1040-page that shows married filing jointly)
- \_\_\_\_\_ Affidavit of Marriage (if filing separately)
- \_\_\_\_\_ Birth Certificate for each dependent child (under age 26)

**The Annual Open Enrollment is every August for an effective date of October 1<sup>st</sup>. Employees can change medical or dental plans during open enrollment. Employees can also delete and/or add spouse/dependents.**

Employee may add or delete spouse/dependents during these Qualifying Events or Status Changes Outside of Open Enrollment. (Need Documentations)

- Loss of coverage elsewhere
- Marriage or Commencement of Domestic Partnership
- Divorce or Termination of Domestic Partnership
- Birth
- Adoption
- Legal Guardianship
- Death
- Qualified Medical Child Support Order requiring enrollment of dependent child

# Dental Plans

## (Brief Overview)

**Delta Premier-AKA Incentive:** Pays a yearly in-network maximum of \$1700 per family member per calendar year. If you go out of network they will pay \$1500 per calendar year. Benefits start paying at 70% and increase yearly by 10% as long as you see a dentist each year. If you change your plan at any time and return to this plan, you automatically start back at 70%. This plan does not have any Orthodontic benefits.

**DPO-Aka PPO:** Pays 100% as long as you see an in-network dentist. They will pay 50% if you go outside of the network. The maximum yearly amount paid per person is \$2000. This plan includes a \$3000 lifetime Orthodontic benefit for adults and children.

**PMI-Aka Delta Care USA:** This plan does not have a yearly maximum, and it does have a small Orthodontic benefit. There are a limited network of dentists who accept this plan. You must chose an in-network (PMI) dentist, or PMI will assign you a dentist. You must be seen by the dentist you are assigned or PMI will not pay. This is a very basic dental plan.

**Please note:** Always check with your dentist prior to your appointment for any co-pays, etc. Remember, even if your dentist accepts Delta Dental, it does not mean that you will not have a balance after your benefits pay.

For additional information regarding Delta Dental, please visit their website at [www.deltadentalins.com](http://www.deltadentalins.com)

# INCENTIVE / PREMIER

**Plan Benefit Highlights for:**

Antelope Valley Union High School District  
 (Certificated, Self-Paid Retirees - Certificated, Management,  
 Confidential & Administrators, Active - Classified, Self-Paid Retirees -  
 Classified, Confidential & Management Retirees, Certificated -  
 COBRA, Classified COBRA & Classified Self-Pay)  
**Group No:** 07079 - 07005, 07205, 07305, 07505, 07705, 07805, 09005, 09505 &  
 09705

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to the end of the month dependent turns age 26		
<b>Maximums</b>	Delta Dental PPO dentists: \$1,700 per person each calendar year Non-Delta Dental PPO dentists: \$1,500 per person each calendar year		
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, (2) cleanings and x-rays	70-100 %	70-100 %
<b>Basic Services</b> Fillings, simple tooth extractions, posterior composite restorations and sealants	70-100 %	70-100 %
<b>Endodontics</b> (root canals) Covered Under Basic Services	70-100 %	70-100 %
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	70-100 %	70-100 %
<b>Oral Surgery</b> Covered Under Basic Services	70-100 %	70-100 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	70-100 %	70-100 %
<b>Prosthodontics</b> Bridges, dentures and implants	50 %	50 %
<b>Dental Accident Benefits</b>	100% (separate \$1,000 maximum per person per calendar year)	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

Delta Dental of California  
 100 First St.  
 San Francisco, CA 94105

**Customer Service**  
 866-499-3001

**Claims Address**  
 P.O. Box 997330  
 Sacramento, CA 95899-7330

**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

**DELTA DENTAL PPO**  
**BENEFIT HIGHLIGHTS**

# DPO/PPO

**Plan Benefit Highlights for:** Antelope Valley Union High School District  
 (Management, Confidential & Administrators, Active - Classified,  
 Active - Certificated & Certificated COBRA)  
**Group No:** 07079 - 07405, 07605, 08005 & 09105

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to the end of the month dependent turns age 26			
<b>Deductibles</b>	Delta Dental PPO dentists: None Non-Delta Dental PPO dentists: \$25 per person, \$75 per family each calendar year			
Deductibles waived for Diagnostic & Preventive (D & P)?	No			
<b>Maximums</b>	Delta Dental PPO dentists: \$2,000 per person each calendar year Non-Delta Dental PPO dentists: \$1,000 per person each calendar year			
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, (2) cleanings and x-rays	100 %	50 %
<b>Basic Services</b> Fillings, simple tooth extractions, posterior composite restorations and sealants	100 %	50 %
<b>Endodontics (root canals)</b> Covered Under Basic Services	100 %	50 %
<b>Periodontics (gum treatment)</b> Covered Under Basic Services	100 %	50 %
<b>Oral Surgery</b> Covered Under Basic Services	100 %	50 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	100 %	50 %
<b>Prosthodontics</b> Bridges, dentures and implants	50 %	50 %
<b>Orthodontic Benefits</b> Adults and dependent children	100 %	100 %
<b>Orthodontic Maximums</b>	\$ 3,000 Lifetime	\$ 3,000 Lifetime
<b>Dental Accident Benefits</b>	100% (separate \$1,000 maximum per person per calendar year)	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

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[deltadentalins.com](http://deltadentalins.com)

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DELTA DENTAL PPO  
BENEFIT HIGHLIGHTS

## Frequently Asked Questions

### What you need to know about your DeltaCare USA plan

#### Getting started

- 1. How do I enroll in a DeltaCare USA plan?**  
Simply complete the enrollment process as directed by your benefits administrator. Be sure to select a primary care network dentist for yourself or your dependents, and indicate this dentist and the name of your group when you enroll.
- 2. How do I get started using my DeltaCare USA plan?**  
Once we process your enrollment, we'll mail you welcome materials that will include:
  - **The name, address and phone number of your selected primary care dentist:** Simply call the dental facility to make an appointment.  
**Important note:** In order to receive benefits under your plan, you must visit your primary care network dentist for all services. If you require treatment from a specialist, your primary care dentist will coordinate a referral for you. You can change your primary care dentist by contacting us.
  - **Your Evidence/Certificate of Coverage (plan booklet):** This useful document provides a thorough description of how to use your benefits, including covered services, copayments and any limitations and exclusions of your plan.
  - **An ID card:** This card is for your records only — you do not need to present it in order to receive treatment.
- 3. How long will it take to get an appointment with my primary care dentist?**  
Two to four weeks<sup>1</sup> is a reasonable amount of time to wait for a routine, non-urgent appointment. If you require a specific time, you may need to wait longer. Most DeltaCare USA dentists are in private group practices, which generally offer greater appointment availability and extended office hours.

- 4. How much will my dental treatments cost? How do I pay?**

With your DeltaCare USA plan, some services are covered at no cost, while others have a copayment (amount you pay) for certain services. To find out how much a treatment will cost, refer to the "Description of Benefits and Copayments" in this brochure for a list of covered services and copayments. It's a good idea to bring your Evidence/Certificate of Coverage to your appointment in case you need to discuss your copayment for a service with your dentist. If you have any questions about the charges for a service, please contact Customer Service. If you receive treatment that requires a copayment, simply pay the dental facility at the time of service.

#### Choosing a dentist

- 5. How do I select my primary care dentist?**  
When you enroll, you must select a primary care dentist from the DeltaCare USA network. To search for a dentist, use the "Find a Dentist" tool at [deltadentalins.com](http://deltadentalins.com) and select the DeltaCare USA network. If you do not select a dentist when you enroll, we will choose one for you.
- 6. Does everyone in my family have to choose the same primary care dentist?**  
No. Each family member can select his or her own primary care network dentist.
- 7. Can I change my primary care dentist?**  
Yes. You can request to change your primary care dentist at any time. Simply visit our website and log on to your online account or call or write to Customer Service. Change requests received by the 21<sup>st</sup> of the month will become effective the first day of the following month.

<sup>1</sup> In TX, three weeks is a reasonable amount of time to wait for a routine, non-urgent appointment.

**Antelope Valley Union High School**

**Summary of Vision Benefits**

**Using your MESVision® benefits is easy!**

- 1. Select a provider.** Select a participating vision care provider by using the MESVision® provider search feature on our website at [mesvision.com](http://mesvision.com). Obtaining services from a Participating Provider will maximize your benefits.
- 2. Make an appointment.** Make an appointment with the Participating Provider of your choice and inform them of your vision coverage.
- 3. You're done!** Your participating vision care provider will take care of the rest. The Participating Provider will contact MESVision® to verify your eligible benefits and submit a claim for services covered by your plan.

**MESVision® Provides Real Choice**

With MESVision® your vision care Network includes **Real Choices** in providers:

- Independent Ophthalmologists (MD)
- Independent Optometrists (OD)
- Independent Opticians (OPT)
- Optical Chain Locations Including...
  - LensCrafters
  - Sam's Club
  - For Eyes Optical
  - America's Best
  - Costco
  - Sears Optical
  - Fred Meyers
  - VisionWorks
  - Pearle Vision
  - Wal-Mart
  - Target Optical
  - Site for Sore Eyes
  - EyeMart
  - Sterling Optical

With MESVision® you can utilize one provider for both your examination and eyewear materials or you can receive your examination from one provider and your materials from another provider. The **Choice** is yours!

With MESVision® your benefit may be used with any frame! Your plan will pay up to the plan allowance. You **Choose!**

With MESVision® you may choose contact lenses in lieu of spectacle lenses and frames according to your plan's benefit schedule. It's up to **You!**

**This is a brief outline of the plan and is not to be accepted or construed as a substitute for the provisions of the contract. The policy may contain certain Limitations and Exclusions not stated here. Please refer to your Policy if you require additional information.**



<b>Co-pay:</b>	\$0
<b>Comprehensive Exam:</b>	One every calendar year
<b>Lenses:<sup>1</sup></b>	One pair every other calendar year
<b>Frame:</b>	One frame every other calendar year
<b>Contact Lenses:<sup>1</sup></b>	One pair every other calendar year

<sup>1</sup> Lenses are available at 12 months if there is the following prescription change: a change in prescription of 0.50 diopter or more in one or both eyes; or a shift in axis of astigmatism of 15 degrees; or a difference in vertical prism greater than 1 prism diopter.

	<b>In Network Allowance</b>	<b>Out of Network Allowance</b>
Ophthalmologic Exam	Covered	Up to \$40
Optometric Exam	Covered	Up to \$40
Single Vision Lenses	Covered	Up to \$30
Bifocal Lenses	Covered	Up to \$50
Trifocal Lenses	Covered	Up to \$65
Progressive Lenses	Up to \$89.50	Up to \$65
Polycarbonate Lenses <sup>4</sup>	Up to \$85	Not covered
Aphakic Monofocal	Covered	Up to \$125
Aphakic Multifocal	Covered	Up to \$125
Frame <sup>2</sup>	Up to \$150	Up to \$40
Contact Lenses <sup>3</sup>		
One pair Medically Necessary	Covered	Up to \$250
Cosmetic or Convenience	Up to \$150	Up to \$100

<sup>2</sup> Participating Providers allow a selection of frames that retail up to **\$150.00** with lenses that fit an eyesize less than 61 millimeters. If a more expensive frame is selected, you are responsible for the additional cost above **\$150.00**. Please refer to your Policy if you require additional information.

<sup>3</sup> This benefit is in addition to the comprehensive vision exam, but in lieu of lenses and frame. If contact lenses are for cosmetic or convenience purposes, the Policy will pay up to **\$150.00** toward the contact lens evaluation, fitting costs and materials. Any balance is your responsibility. If contact lenses are medically necessary, one pair is a fully covered benefit. Approval from MESVision is required. Please refer to your Policy if you require additional information.

<sup>4</sup>For Dependent Children through age 18

**Additional Savings**

- 20% Discount** Available for cosmetic extras, such as tints, coatings and other add-on charges to standard lenses, after Covered Services are rendered. Discount is not applied twice when coordinating benefits.
- 20% Discount** Also applies to additional pairs of glasses and/or pairs of standard contact lenses. This discount is not available at Warehouse or Wholesale locations.
- Lasik Discount** Discounts opportunities available through LasikPlus® & QualSight® LASIK.

To determine whether a provider offers the 20% discount, an insured individual can review their Participating Provider Directory, call MESVision or visit [MESvision.com](http://MESvision.com)

If you have any questions about your vision benefits, please contact Medical Eye Services at:  
PO Box 25209; Santa Ana, CA 92799



# Get the most from your EAP

See a psychologist or therapist right at home



## It's quick, easy and private

If you're feeling stressed, worried, or having a tough time, you may want someone to talk to. Now, you can use your Employee Assistance Program (EAP) to have a video visit with a licensed therapist using LiveHealth Online. Talk with a therapist from your home or wherever you have Internet access and privacy.

Scheduling a visit is easy. In most cases, you can make an appointment to see a therapist within four days or less.\* This may be sooner than waiting for an office visit.

## Counselors on LiveHealth Online can help you with:

- Stress
- Depression
- Grief
- Anxiety
- Relationship or family issues
- Panic attacks

## Make your first appointment — when it's easy for you:

- Give your EAP a call at **800-999-7222** and ask about therapy visits.
- The EAP representative will tell you more about therapy options, including video visits using LiveHealth Online on your computer, smartphone or tablet.
- If video visits are right for you, the EAP representative will give you details about how to schedule a visit as well as a special coupon code.
- You can review a therapist's background and qualifications and choose one who's available and right for you.
- You'll receive a confirmation email once you've scheduled a visit.

## A few more details

Private therapy visits using LiveHealth Online are free with your EAP. Your EAP can tell you how many you're eligible for.

Your visit will last about 45 minutes and you can set up a future visit if you need one. Keep in mind therapists do not prescribe medication.

Ask your EAP for a coupon code for FREE online therapy visits with LiveHealth Online.



SISC  
Self-Insured Schools of California  
Schools Helping Schools

Online counseling is not appropriate for all kinds of problems. If you are in crisis or have suicidal thoughts, it's important that you seek help immediately. Please call 1-800-784-2433 (National Suicide Prevention Lifeline) or 911 and ask for help. If your issue is an emergency, call 911 or go to your nearest emergency room. LiveHealth Online does not offer emergency services.

\* Appointments subject to availability of a therapist.

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

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# Live your best life!

Take advantage of EAP's free resources and support.

**Life can surprise you with its many ups and downs.** That's why the Employee Assistance Program (EAP) is here for you — 24/7, 365 days a year. Whether you're struggling to find **child care**, plan for **retirement** or cope with **addiction**, we can help. EAP offers:



**One-on-one counseling by phone, in-person and online.**



**Web-based tools and resources:**

- Articles, checklists, quizzes and other educational materials
- Webinars, podcasts and eLearning modules about everything from **parenting** and **identity theft** to **disaster preparedness**
- **Legal forms**, including **wills**, **living trusts** and **rental agreements**
- LiveCONNECT instant messaging with a work-life specialist



**Legal and financial consultations.**



**Support on the go:**

- The online and mobile **myStrength** program serves as a "health club for the mind," connecting you to emotional health resources for managing **depression**, **anxiety**, **stress**, **substance use** and **sleep issues**.
- LiveHealth Online for virtual visits with a licensed therapist
- **@AnthemEAP on Twitter**. Enjoy daily well-being information and tips.
- **The WellPost blog at anthemEAP.com**. Read about a wide range of work-life topics, written by experts in their fields.

Whatever life throws at you, remember that you're not alone. When you contact EAP, you'll reach a real person dedicated to your immediate needs.

## Ready to get started?

Just call 800-999-7222 or visit [anthemEAP.com](http://anthemEAP.com) and enter SISC. EAP services are available to you and members of your household for free. Everything you share is confidential and stays between you and EAP.\*

\*In accordance with federal and state law, and professional ethical standards.

Language Access Services - (TTY/TDD: 711)

Spanish - Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda.

Chinese - 您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。  
We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability or sex.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.



## Common conditions we treat

### General Health

- Asthma
- Bronchitis
- Infections
- Joint Aches
- Rashes
- Respiratory Infections
- Sinus Infections
- Skin Infections
- Urinary Tract Infections
- Headache
- Ear problems
- Common cold / Flu
- Cough
- Fever
- Insect bites
- Allergies
- Diarrhea
- Nausea / Vomiting
- Pink eye
- Sore throat
- Constipation
- And more...

### Behavioral Health

- Addictions
- Stress
- Bipolar disorders
- Depression
- Eating disorders
- Grief and loss
- Life changes
- Panic disorders
- Parenting issues
- Postpartum depression
- Relationship and marriage issues
- Trauma and PTSD
- Child and Adolescent Issues
- Men's Issues
- Panic Disorders
- Women's Issues
- And more



Sign up with Sophie, your personal health assistant! Text **DOCTOR** to **MDLIVE (635483)**.



**Download the app.**  
Join for free. Visit a doctor.

**MDLIVE.com/sisc**  
**1-800-657-6169**

# Uncomplicated. The way healthcare should be.

With MDLIVE, you can visit with a doctor  
24/7 from your home, office or on-the-go.



## Welcome to MDLIVE! Your anytime, anywhere doctor's office.

Now visiting the doctor is easier than ever. Avoid waiting rooms and the inconvenience of going to the doctor's office. Visit a doctor by phone, secure video, or MDLIVE App. Pediatricians are available 24/7, and family members are also eligible.



**U.S. board-certified doctors and licensed counselors with an average of 15 years of experience.**



**Consultations are convenient, private and secure**



**Prescriptions can be sent to your nearest pharmacy, if medically necessary.**

## Your virtual doctor is here. Join for free today!



**Download the app.**  
Join for free. Visit a doctor.

**MDLIVE.com/sisc**  
**1-800-657-6169**

# Your Kaiser Permanente **CHIROPRACTIC and ACUPUNCTURE** benefits

When you need chiropractic or acupuncture care,  
follow these simple steps:

1. Find an ASH Plans Participating Provider near you:
  - Go to [ashlink.com/ash/kp](http://ashlink.com/ash/kp), or
  - Call **1-800-678-9133** (TTY **711**), Monday through Friday,  
from 5 a.m. to 6 p.m. Pacific time.
2. Schedule an appointment.
3. Pay for your office visit when you arrive for your appointment.

(See the reverse for more details.)

# YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Services	Cost Sharing and Office Visit Maximums
<p>Chiropractic Services are covered when provided by a Participating Provider and Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders. Acupuncture Services are covered when a Participating Provider finds that the Services are Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders, nausea, or pain. You can obtain Services from any ASH Plans Participating Providers without a referral from a Kaiser Permanente Plan Physician.</p>	<p><b>Office visit cost share:</b> \$10 copay per visit <b>Office visit limit:</b> Up to a combined total of 30 medically necessary Chiropractic and Acupuncture visits per year <b>Chiropractic appliance benefit:</b> If the amount of the appliance in the ASH Plans fee schedule exceeds \$50, you will pay the amount in excess of \$50, and that payment will not apply toward the Plan Deductible or Plan Out-of-Pocket Maximum. Covered chiropractic appliances are limited to: elbow supports, back supports, cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units, ankles braces, knee braces, rib supports, and wrist braces.</p>

**Office visits:** Covered Services are limited to Medically Necessary Chiropractic and Acupuncture Services authorized and provided by ASH Plans Participating Providers except for the initial examination, emergency and urgent Chiropractic and Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered care. Each office visit counts toward any visit limit, if applicable, even if acupuncture or a chiropractic adjustment is not provided during the visit.

**X-rays and laboratory tests:** Medically Necessary X-rays and laboratory tests are covered at no charge when prescribed as part of covered chiropractic care and a Participating Provider provides the Services or refers you to another licensed provider with which ASH contracts for the Services.

## Participating Providers

ASH Plans contracts with Participating Providers and other licensed providers to provide covered Chiropractic Services (including laboratory tests, X-rays, and chiropractic appliances). ASH Plans contracts with Participating Providers to provide acupuncture care (including adjunctive therapies, such as acupressure, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture). You must receive covered Services from a Participating Provider or another licensed provider with which ASH contracts, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered Services that are authorized in advance by ASH Plans. The list of Participating Providers is available on the ASH Plans website at [ashlink.com/ash/kp](http://ashlink.com/ash/kp) or from the ASH Plans Customer Service Department at **1-800-678-9133**. The list of Participating Providers is subject to change at any time without notice.

## How to Obtain Covered Services

To obtain covered Services, call a Participating Provider to schedule an initial examination. If additional Services are required, verification that the Services are Medically Necessary may be required. Your Participating Provider will request any medical necessity determinations. An ASH Plan's clinician in the same or similar specialty as the provider of Services under review will decide whether Services are or were Medically Necessary. ASH Plans will disclose to you, upon request, the written criteria it uses to make the decision to authorize, modify, delay, or deny a request for authorization. If you have questions or concerns, please contact the ASH Plans Customer Service Department.

## Second Opinions

You may request a second opinion in regard to covered Services by contacting another Participating Provider. A Participating Provider may also request a second opinion in regard to covered Services by referring you to another Participating Provider in the same or similar specialty.

## Your Costs

When you receive covered Services, you must pay your Cost Share as described in the *Combined Chiropractic and Acupuncture Services Amendment* of your Health Plan *Evidence of Coverage*. The Cost Share does not apply toward the Plan Out-of-Pocket Maximum described in the Health Plan *Evidence of Coverage* (unless you have a plan with an HSA option).

## Emergency and Urgent Chiropractic and Acupuncture Services

We cover Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services provided by both Participating Providers and Non-Participating Providers. We do not cover follow-up or continuing care from a Non-Participating Provider unless ASH Plans has authorized the services in advance. Also, we do not cover services from a Non-Participating Provider that ASH Plans determines are not Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

## Getting Assistance

If you have questions about the Services you can get from an ASH Plans Participating Provider or another licensed provider with which ASH contracts, you may call ASH Plans Customer Service Department at **1-800-678-9133** (TTY users call 711), weekdays from 5 a.m. to 6 p.m. Pacific time.

# YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

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## Grievances

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You can file a grievance with Kaiser Permanente regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied with Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in your Health Plan *Evidence of Coverage*.

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## Exclusions and Limitations

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- Acupuncture Services for conditions other than Neuromusculoskeletal Disorders, nausea, and pain
  - Services for asthma or addiction, such as nicotine addiction
  - Hypnotherapy, behavior training, sleep therapy, and weight programs
  - Thermography
  - Experimental or investigational Services
  - CT scans, MRIs, PET scans, bone scans, nuclear medicine, and any other types of diagnostic imaging or radiology other than X-rays covered under the "Covered Services" section of your *Combined Chiropractic and Acupuncture Services Amendment*
  - Ambulance and other transportation
  - Education programs, nonmedical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
  - Services for pre-employment physicals or vocational rehabilitation
  - Acupuncture performed with reusable needles
  - Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered in your *Combined Chiropractic and Acupuncture Services Amendment*
  - Drugs and medicines, including non-legend or proprietary drugs and medicines
  - Services you receive outside the state of California, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services
  - Hospital services, anesthesia, manipulation under anesthesia, and related services
  - For Chiropractic Services, adjunctive therapy not associated with spinal, muscle, or joint manipulations
  - For Acupuncture Services, adjunctive therapies unless provided during the same course of treatment and in conjunction with acupuncture
  - Dietary and nutritional supplements, such as vitamins, minerals, herbs, herbal products, injectable supplements, and similar products
  - Massage therapy
  - Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California
  - Services provided by an acupuncturist that are not within the scope of licensure for an acupuncturist licensed in California
  - Maintenance care (services provided to Members whose treatment records indicate that they have reached maximum therapeutic benefit)
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## Definitions

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**Acupuncture Services:** The stimulation of certain points on or near the surface of the body by the insertion of needles to prevent or modify the perception of pain or to normalize physiological functions (including adjunctive therapies, such as acupressure, cupping, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture) when provided by an acupuncturist for the treatment of your Neuromusculoskeletal Disorder, nausea (such as nausea related to chemotherapy, postsurgical pain, or pregnancy), or pain (such as lower back pain, shoulder pain, joint pain, or headaches).

**ASH Plans:** American Specialty Health Plans of California, Inc., a California corporation.

**Chiropractic Services:** Services provided or prescribed by a chiropractor (including laboratory tests, X-rays, and chiropractic appliances) for the treatment of your Neuromusculoskeletal Disorder.

**Emergency Acupuncture Services:** Covered Acupuncture Services provided for the treatment of a Neuromusculoskeletal Disorder, nausea, or pain, which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Acupuncture Services to result in serious jeopardy to your health or body functions or organs.

**Emergency Chiropractic Services:** Covered Chiropractic Services provided for the treatment of a Neuromusculoskeletal Disorder which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Chiropractic Services to result in serious jeopardy to your health or body functions or organs.

**Neuromusculoskeletal Disorders:** Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

**Participating Provider:** An acupuncturist who is licensed to provide acupuncture services in California and who has a contract with ASH Plans to provide Medically Necessary Acupuncture Services to you, or a chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. (continues)

# YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

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## Definitions (continued)

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**Urgent Acupuncture Services:** Acupuncture Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

**Urgent Chiropractic Services:** Chiropractic Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
  - They cannot be delayed until you return to the Service Area.
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This is a summary and is intended to highlight only the most frequently asked questions about the chiropractic and acupuncture benefit, including cost shares. Please refer to the *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for a detailed description of the chiropractic and acupuncture benefits, including exclusions and limitations, Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Kaiser Foundation Health Plan, Inc. (Health Plan) contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Providers available to you. You can obtain covered Services from any Participating Provider without a referral from a Plan Physician. Your Cost Share is due when you receive covered Services. Please see the definitions section of your *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for terms you should know.



**SISC**

Self-Insured Schools of California  
Schools Helping Schools

## Even more benefits to help you get and stay healthy

Take full advantage of all SISC has to offer



Get Started

Program Details

Who Is Eligible

### SISC EAP

Call 1-800-999-7222

OR

Go to [anthemEAP.com](http://anthemEAP.com) and enter SISC.

### 24/7 Help with Personal Concerns

#### *SISC Employee Assistance Program*

Access free, confidential resources if you or a family member needs help with emotional, marital, financial, addiction, legal, or stress issues.

All employees at member districts (including Kaiser)

No Cost

### Advance Medical

Call 1-855-201-9925

OR

Go to [advance-medical.net/sisc](http://advance-medical.net/sisc)

### Expert Medical Opinions

#### *Advance Medical*

Get answers to your health care questions and medical opinions from world-leading experts.

All SISC members (including Kaiser)

No Cost

### MDLive

Register by calling MDLive at 1-888-632-2738

OR

Go to [mdlive.com/sisc](http://mdlive.com/sisc)

### 24/7 Physician Access—Anytime, Anywhere

#### *MDLive\**

Consult with doctors and pediatricians over the phone or using online video for medical conditions such as cold, fever, sore throat, flu, infection, and children's health issues. Physicians can prescribe medication when appropriate. Online behavioral health visits are also available.

Anthem and Blue Shield PPO and HMO members

Low Cost

### Costco

Call 1-800-774-2678 (press 1) to find a Costco location.

### Free Generic Medications

#### *Costco\**

On most pharmacy plans, our PPO and HMO members can get free generic medications at Costco and through Costco Mail Order (excludes certain pain and cough medications). Just take your prescription to a Costco pharmacy; you don't need to be a Costco member.

Anthem and Blue Shield PPO and HMO members (participating plans)

No Cost

\*Kaiser members are not eligible for the MDLive or Costco free generic programs.

These programs are not available to retired Medicare members enrolled on individual retiree plans.

Please see other side →



**Carrum Health**

Call 1-888-855-7806.

**No Cost Hip, Knee, and Spine Surgical Options****Carrum Health**

Get access to top-quality surgeons at Scripps with no out-of-pocket cost. All medical bills, including deductibles, coinsurance and even travel expenses are covered.

Anthem and Blue Shield PPO members

**No Cost****Solera4ME**

Go to <https://solera4me.com/sisc> and take a 1-minute quiz to see if you qualify.

**Diabetes Prevention Program****Solera4ME**

If you qualify, you can get access to a 16-week cutting-edge program that helps with weight loss, adopting healthy habits and can significantly reduce your risk of developing diabetes.

Anthem and Blue Shield PPO and HMO members

**No Cost****Active & Fit Direct**

To enroll, Anthem PPO members log into [www.anthem.com/ca/sisc](http://www.anthem.com/ca/sisc), click "Discounts" and visit "Special Offers".

Kaiser HMO members must visit [kp.org/choosehealthy](http://kp.org/choosehealthy) and follow these steps:

1. Select either Northern or Southern California.
2. Click "Choose Healthy".
3. Click "learn more" near the ASH Active & Fit logo at the bottom of the page.

**Discounted Gym Memberships****Active & Fit Direct**

Choose from over 9,000 participating fitness centers and YMCAs nationwide for a much lower cost than you would pay on your own. Use the online fitness tracking feature, which uses a variety of wearable devices and apps. You pay only \$25 a month (plus \$25 enrollment fee and taxes).

Anthem PPO, HMO and Kaiser HMO members

**Low Cost****Fitness Your Way**

Go to [fitnessyourway.tivityhealthy.com/bsc](http://fitnessyourway.tivityhealthy.com/bsc)

Click "Enroll".

Complete the steps to enroll.

OR

Call (833) 283-8387

M-F 5 am - 5 pm PT.

**Fitness Your Way****Tivity**

This program gives you the flexibility to work out at any network fitness location, at a time that works for you. Cost is only \$25 a month per person.

Blue Shield PPO and HMO members age 18 and older

**Low Cost****TruHearing**

Call 1-866-754-1607.

**Discounted Hearing Aids****TruHearing**

Use your \$700 hearing aid allowance through Anthem or Blue Shield to purchase hearing aids. Just go to a TruHearing provider to be fitted and adjusted for a wide variety of the latest digital hearing aids. You will save about \$980 per hearing aid compared to national average prices.

VSP members

**Low Cost**

# GROUP TERM LIFE CERTIFICATE SUMMARY



This summary describes the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. The capitalization of a term not normally capitalized according to standard punctuation rules indicates a word or phrase that is a defined term in the Certificate. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on October 9, 2017.

## POLICY INFORMATION

Policyholder: Self-Insured Schools of California (SISC)

Policy Effective Date: October 1, 2008

Policy Number: GLUG-ABIH

Policy Anniversary: October 1

Group Number: G000ABIH

Class(es): All Eligible Classified and Certificated Members of Antelope Valley Union

## ELIGIBILITY

You (the Employee) must be performing the normal duties of Your regular job for the Policyholder on a regular and continuous basis 10 or more hours each week to be eligible for insurance.

## WHEN INSURANCE BEGINS

An eligible Employee will become insured on the day the Employee becomes eligible, subject to certain conditions (as described in the When Insurance Begins provision in the Certificate).

Additional eligibility conditions apply as described in the Certificate.

## BENEFIT AMOUNT(S)

### Insurance for You (The Employee)

Your amount of life insurance is \$50,000.

Your amount of accidental death and dismemberment (AD&D) insurance is equal to Your amount of life insurance.

If You have questions regarding the amount of Your insurance, You may contact the Policyholder.

### Benefit Reduction(s)

As You grow older, the amount of life and AD&D insurance for You will be reduced according to the following schedule:

At the Age of:	The Current Amount of Insurance Will Reduce by:
70 .....	50%
75 .....	50%
80 .....	50%

Insurance ends on the date of Your retirement.

## FEATURE(S)

### Living Benefits

In the event You incur a Terminal Condition while insured under the Policy, You, Your Spouse or Your legal representative may submit a Written Request for an advance payment of part of Your life insurance death benefit. The maximum amount of Living Benefits available is 50% of the amount of life insurance for You in effect at the time of the request or \$50,000, whichever is less.

### Additional Accidental Death and Dismemberment (AD&D) Benefit(s)

In addition to basic AD&D benefits, You are protected by the following benefit(s):

- Airbag
- Seat Belt
- Childcare
- Child Education
- Spouse Education

**Continuation of Insurance for Layoff or Leave, Injury or Sickness, or Partial Disability**

You may be able to continue insurance from the day You cease to be Actively Working, subject to certain conditions.

**Continuation of Insurance for Total Disability with Waiver of Premium**

You may be able to continue insurance for You from the day You cease to be Actively Working due to Your Total Disability, subject to certain conditions.

**Conversion**

If group life insurance ends or the benefit reduces, You may apply for an individual policy of life insurance, subject to certain conditions.

**EXCLUSION(S)**

Several exclusions apply to the accidental death and dismemberment (AD&D) benefits as described in the Certificate.

## **\*\*CONTINUATION COVERAGE RIGHTS UNDER COBRA\*\***

### **Introduction**

You are receiving this notice because you have recently become covered under the following employer's  
Antelope Valley Union High School District (the Plan). This notice

*Employer name*

contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from your district.

### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in the notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- (5) The parents become divorced or legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child."

### When is COBRA Coverage Available?

The plan will offer COBRA continuation to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

There may be other coverage options for you and your family. When key parts of the health care law take effect, you'll be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

### You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify your district. **The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs.**

### How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin either (1) on the date of the qualifying event or (2) on the date that Plan coverage would otherwise have been lost, depending on the nature of the Plan.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

#### Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event.

### For More Information

If you have questions about your COBRA continuation coverage, you should contact the plan administrator. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) or call their toll-free number at 1-866-444-3272. For more information about health insurance options available through a Health Insurance Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).

### Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately four minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of the Chief Information Officer, Attention: Departmental Clearance Officer, 200 Constitution Avenue, N.W., Room N-1301, Washington, DC 20210 or email [DOL\\_PRA\\_PUBLIC@dol.gov](mailto:DOL_PRA_PUBLIC@dol.gov) and reference the OMB Control Number 1210-0123.

OMB Control Number 1210-0123 (expires 09/30/2013)



## What is COBRA?

COBRA is an acronym for "Consolidated Omnibus Budget Reconciliation Act of 1985"

There are two parts to COBRA benefits. The first 18 months are administered under Federal law. Once the first 18 months have been exhausted members may be eligible for an additional 18 months under State Continuation (CalCOBRA).

COBRA allows employees or dependents of employees to temporarily continue with health benefits once they have lost those benefits with their employer. Rates have a 2% administration fee attached to Federal COBRA and 10% administration fee attached to State Continuation (CalCOBRA).

### Who is eligible?

Any individual who, on the day before a qualifying event, is covered under a group health plan by virtue of being on that day either a covered employee, the covered spouse of an employee, or a covered dependent child of an employee.

Each QB (qualified beneficiary) has an independent right to elect COBRA. Spouse or dependent children can enroll in COBRA without the employee.

### How does COBRA begin?

To qualify for COBRA there has to be a qualifying event (QE). A QE is an event that results in the loss of coverage for employee or dependents.

<u>QE</u>	<u>Length of coverage *</u>
Termination	18 months
Retirement	18 months
Reduction of Hours	18 months
Over age dependent (loss of dependent status)	36 months
Divorce	36 months
Death of Subscriber	36 months

### Who is NOT eligible for COBRA?

Persons who lose benefits due to "Gross Misconduct"

### When does COBRA terminate?

Federal COBRA will terminate:

1. After 18 months of enrollment
2. Premiums not paid on a timely basis

3. Person becomes eligible for:
  - a. Entitlement to Medicare
  - b. Any other health insurance plan that does not have an exclusion or limitation for pre-existing conditions
  - c. A plan with a pre-existing limitation that must credit prior coverage toward its pre-existing condition exclusion period

### What is State Continuation (CalCOBRA)?

State Continuation also known as CalCOBRA is a State law (AB 1401) that allows those who have exhausted 18 months of Federal COBRA to continue their Medical and Rx benefits for 18 additional months. State Continuation does not cover dental or vision and the premiums have a 10% administration fee added.

### Who is eligible for CalCOBRA?

COBRA enrollees who are entitled to less than 36 months of continuation coverage under federal COBRA are eligible for CalCOBRA and must exhaust their federal COBRA first.

### Who is NOT eligible for CalCOBRA?

- Persons who are entitled to Medicare
- Persons who have other coverage or who become covered under another group plan, as long as the person is not subject to a pre-existing condition limitation
- Persons eligible for or covered under federal COBRA (must exhaust Federal before you can enroll in State)
- Persons who were entitled to a maximum of 36 months coverage under federal COBRA

### How long does CalCOBRA last?

The maximum length of the CalCOBRA continuation period is 18 months. CalCOBRA may be elected only after federal COBRA is exhausted. CalCOBRA was designed to allow the enrollee a total of continuation period of 36 months between the Federal and State.

Once federal and state COBRA has been exhausted the QB will be notified to contact their health carrier or an insurance broker for information on the following options to continue with coverage:

- HIPAA plan
- Conversion plan
- Individual plan



# Self-Insured Schools of California (SISC)

## HIPAA Notice of Privacy Practices

Esta noticia es disponible en español si usted lo solicita. Por favor contacte el oficial de privacidad indicado a continuación.

### ***Purpose of This Notice***

**This Notice describes how medical information about you may be used and disclosed and how you may get access to this information. Please review this information carefully.**

This Notice is required by law.

The Self-Insured Schools of California (SISC) group health plan consisting of these self-funded benefits: medical PPO plan options including utilization management, prescription benefit management (PBM) and medical plan claims administration services, telemedicine program with MDLIVE, self-funded dental PPO plan options, self-funded vision PPO plan options, Wellness program, Medicare Supplement program, COBRA administration, and Health Flexible Spending Account (FSA) administration, (hereafter referred to as the "Plan"), is required by law to take reasonable steps to maintain the privacy of your personally identifiable health information (called Protected Health Information or PHI) and to inform you about the Plan's legal duties and privacy practices with respect to protected health information including:

1. The Plan's uses and disclosures of PHI,
2. Your rights to privacy with respect to your PHI,
3. The Plan's duties with respect to your PHI,
4. Your right to file a complaint with the Plan and with the Secretary of the U.S. Department of Health and Human Services (HHS), and
5. The person or office you should contact for further information about the Plan's privacy practices.
6. To notify affected individuals following a breach of unsecured protected health information.

PHI use and disclosure by the Plan is regulated by the Federal law, Health Insurance Portability and Accountability Act, commonly called HIPAA. You may find these rules in 45 Code of Federal Regulations Parts 160 and 164. This Notice attempts to summarize key points in the regulation. The regulations will supersede this Notice if there is any discrepancy between the information in this Notice and the regulations. The Plan will abide by the terms of the Notice currently in effect. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI it maintains.

You may receive a Privacy Notice from a variety of the insured group health benefit plans offered by SISC. Each of these notices will describe your rights as it pertains to that plan and in compliance with the Federal regulation, HIPAA. This Privacy Notice however, pertains to your protected health information held by the SISC self-funded group health plan (the "Plan") and outside companies contracted with SISC to help administer Plan benefits, also called "business associates."

### **Effective Date**

The effective date of this Notice is June 24, 2013, and this notice replaces notices previously distributed to you.

### **Privacy Officer**

The Plan has designated a Privacy Officer to oversee the administration of privacy by the Plan and to receive complaints. The Privacy Officer may be contacted at:

**Privacy Officer: Coordinator Health Benefits**  
Self-Insured Schools of California (SISC)  
2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847  
Phone: 661-636-4410  
Confidential Fax: 661-636-4893

## Your Protected Health Information

The term "Protected Health Information" (PHI) includes all information related to your past, present or future health condition(s) that individually identifies you or could reasonably be used to identify you and is transferred to another entity or maintained by the Plan in oral, written, electronic or any other form.

PHI does not include health information contained in employment records held by your employer in its role as an employer, including but not limited to health information on disability, work-related illness/injury, sick leave, Family or Medical Leave (FMLA), life insurance, dependent care flexible spending account, drug testing, etc.

This Notice does not apply to information that has been de-identified. De-identified information is information that does not identify you, and with respect to which there is no reasonable basis to believe that the information can be used to identify you, is not individually identifiable health information.

## When the Plan May Disclose Your PHI

Under the law, the Plan may disclose your PHI without your written authorization in the following cases:

- *At your request.* If you request it, the Plan is required to give you access to your PHI in order to inspect it and copy it.
- *As required by an agency of the government.* The Secretary of the Department of Health and Human Services may require the disclosure of your PHI to investigate or determine the Plan's compliance with the privacy regulations.
- *For treatment, payment or health care operations.* The Plan and its business associates will use your PHI (except psychotherapy notes in certain instances as described below) without your consent, authorization or opportunity to agree or object in order to carry out treatment, payment, or health care operations.

The Plan does not need your consent or authorization to release your PHI when you request it, a government agency requires it, or the Plan uses it for treatment, payment or health care operations.

The Plan Sponsor has amended its Plan documents to protect your PHI as required by Federal law. The Plan may disclose PHI to the Plan Sponsor for purposes of treatment, payment and health care operations in accordance with the Plan amendment. The Plan may disclose PHI to the Plan Sponsor for review of your appeal of a benefit or for other reasons related to the administration of the Plan.

Definitions and Examples of Treatment, Payment and Health Care Operations	
Treatment is health care.	Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to coordination of benefits with a third party and consultations and referrals between one or more of your health care providers. • <i>For example:</i> The Plan discloses to a treating specialist the name of your treating primary care physician so the two can confer regarding your treatment plan.
Payment is paying claims for health care and related activities.	Payment includes but is not limited to making payment for the provision of health care, determination of eligibility, claims management, and utilization review activities such as the assessment of medical necessity and appropriateness of care. • <i>For example:</i> The Plan tells your doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan. If we contract with third parties to help us with payment, such as a claims payer, we will disclose pertinent information to them. These third parties are known as "business associates."
Health Care Operations keep the Plan operating soundly.	Health care operations includes but is not limited to quality assessment and improvement, patient safety activities, business planning and development, reviewing competence or qualifications of health care professionals, underwriting, enrollment, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs and general administrative activities. • <i>For example:</i> The Plan uses information about your medical claims to refer you to a disease management program, to project future benefit costs or to audit the accuracy of its claims processing functions.

## When the Disclosure of Your PHI Requires Your Written Authorization

Generally, the Plan will require that you sign a valid authorization form in order to use or disclose your PHI other than:

- When you request your own PHI
- A government agency requires it, or

- The Plan uses it for treatment, payment or health care operation.

You have the right to revoke an authorization.

Although the Plan does not routinely obtain psychotherapy notes, generally, an authorization will be required by the Plan before the Plan will use or disclose psychotherapy notes about you. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. However, the Plan may use and disclose such notes when needed by the Plan to defend itself against litigation filed by you.

The Plan generally will require an authorization form for uses and disclosure of your PHI for marketing purposes (a communication that encourages you to purchase or use a product or service) if the Plan receives direct or indirect financial remuneration (payment) from the entity whose product or service is being marketed. The Plan generally will require an authorization form for the sale of protected health information if the Plan receives direct or indirect financial remuneration (payment) from the entity to whom the PHI is sold. The Plan does not intend to engage in fundraising activities.

## Use or Disclosure of Your PHI Where You Will Be Given an Opportunity to Agree or Disagree Before the Use or Release

Disclosure of your PHI to family members, other relatives and your close personal friends without your written consent or authorization is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care, and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

Note that PHI obtained by the Plan Sponsor's employees through Plan administration activities will NOT be used for employment related decisions.

## Use or Disclosure of Your PHI Where Consent, Authorization or Opportunity to Object Is Not Required

In general, the Plan does not need your written authorization to release your PHI if required by law or for public health and safety purposes. The Plan and its Business Associates are allowed to use and disclose your PHI without your written authorization (in compliance with section 164.512) under the following circumstances:

1. *When required by law.*
2. *When permitted for purposes of public health activities.* This includes reporting product defects, permitting product recalls and conducting post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
3. To a school about an individual who is a student or prospective student of the school if the protected health information this is disclosed is limited to *proof of immunization*, the school is required by State or other law to have such proof of immunization prior to admitting the individual and the covered entity obtains and documents the agreements to this disclosure from either a parent, guardian or other person acting in loco parentis of the individual, if the individual is an unemancipated minor; or the individual, if the individual is an adult or emancipated.
4. When authorized by law to report information about *abuse, neglect or domestic violence* to public authorities if a reasonable belief exists that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives, although there may be circumstances under Federal or state law when the parents or other representatives may not be given access to the minor's PHI.
5. To a public health oversight agency for *oversight activities authorized by law*. These activities include civil, administrative or criminal investigations, inspections, licensure or disciplinary actions (for example, to investigate complaints against providers) and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
6. *When required for judicial or administrative proceedings.* For example, your PHI may be disclosed in response to a subpoena or discovery request, provided certain conditions are met, including that:
  - the requesting party must give the Plan satisfactory assurances a good faith attempt has been made to provide you with written Notice, and

- the Notice provided sufficient information about the proceeding to permit you to raise an objection, and
  - no objections were raised or were resolved in favor of disclosure by the court or tribunal.
7. When required for *law enforcement health purposes* (for example, to report certain types of wounds).
  8. For *law enforcement purposes* if the law enforcement official represents that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and the Plan in its best judgment determines that disclosure is in the best interest of the individual. Law enforcement purposes include:
    - identifying or locating a suspect, fugitive, material witness or missing person, and
    - disclosing information about an individual who is or is suspected to be a victim of a crime.
  9. When required to be given to a *coroner or medical examiner* to identify a deceased person, determine a cause of death or other authorized duties. When required to be given to *funeral directors* to carry out their duties with respect to the decedent; for use and disclosures for *cadaveric organ, eye or tissue donation* purposes.
  10. For *research*, subject to certain conditions.
  11. When, consistent with applicable law and standards of ethical conduct, the Plan in good faith believes the use or disclosure is necessary to prevent or lessen a serious and *imminent threat to the health or safety* of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
  12. When authorized by and to the extent necessary to comply with *workers' compensation* or other similar programs established by law.
  13. When required, for *specialized government functions*, to military authorities under certain circumstances, or to authorized Federal officials for lawful intelligence, counter intelligence and other national security activities.

Any other Plan uses and disclosures not described in this Notice will be made only if you provide the Plan with written authorization, subject to your right to revoke your authorization, and information used and disclosed will be made in compliance with the minimum necessary standards of the regulation.

## Your Individual Privacy Rights

### A. You May Request Restrictions on PHI Uses and Disclosures

You may request the Plan to restrict the uses and disclosures of your PHI:

- To carry out treatment, payment or health care operations, or
- To family members, relatives, friends or other persons identified by you who are involved in your care.

The Plan, however, is not required to agree to your request if the Plan Administrator or Privacy Officer determines it to be unreasonable, for example, if it would interfere with the Plan's ability to pay a claim.

The Plan will accommodate an individual's reasonable request to receive communications of PHI by alternative means or at alternative locations where the request includes a statement that disclosure could endanger the individual. You or your personal representative will be required to complete a form to request restrictions on the uses and disclosures of your PHI. To make such a request contact the Privacy Officer at their address listed on the first page of this Notice.

### B. You May Inspect and Copy Your PHI

You have the right to inspect and obtain a copy (in hard copy or electronic form) of your PHI (except psychotherapy notes and information compiled in reasonable contemplation of an administrative action or proceeding) contained in a "designated record set," for as long as the Plan maintains the PHI. You may request your hard copy or electronic information in a format that is convenient for you, and the Plan will honor that request to the extent possible. You may also request a summary of your PHI.

A Designated Record Set includes your medical records and billing records that are maintained by or for a covered health care provider. Records include enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan or other information used in whole or in part by or for the covered entity to make decisions about you. Information used for quality control or peer review analyses and not used to make decisions about you is not included in the designated record set.

The Plan must provide the requested information within 30 days of its receipt of the request, if the information is maintained onsite or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline and notifies you in writing in advance of the reasons for the delay and the date by which the Plan will provide the requested information.

You or your personal representative will be required to complete a form to request access to the PHI in your Designated Record Set. Requests for access to your PHI should be made to the Plan's Privacy Officer at their address listed on the first page of this Notice. You may be charged a reasonable cost-based fee for creating or copying the PHI or preparing a summary of your PHI.

If access is denied, you or your personal representative will be provided with a written denial describing the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Plan's Privacy Officer or the Secretary of the U.S. Department of Health and Human Services.

**C. *You Have the Right to Amend Your PHI***

You or your Personal Representative have the right to request that the Plan amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set. The Plan has 60 days after receiving your request to act on it. The Plan is allowed a single 30-day extension if the Plan is unable to comply with the 60-day deadline (provided that the Plan notifies you in writing in advance of the reasons for the delay and the date by which the Plan will provide the requested information).

If the Plan denied your request in whole or part, the Plan must provide you with a written denial that explains the basis for the decision. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI. You should make your request to amend PHI to the Privacy Officer at their address listed on the first page of this Notice.

You or your personal representative may be required to complete a form to request amendment of your PHI. Forms are available from the Privacy Officer at their address listed on the first page of this Notice.

**D. *You Have the Right to Receive an Accounting of the Plan's PHI Disclosures***

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years (or shorter period if requested) before the date of your request. The Plan will not provide you with an accounting of disclosures related to treatment, payment, or health care operations, or disclosures made to you or authorized by you in writing. The Plan has 60 days after its receipt of your request to provide the accounting. The Plan is allowed an additional 30 days if the Plan gives you a written statement of the reasons for the delay and the date by which the accounting will be provided. If you request more than one accounting within a 12-month period, the Plan will charge a reasonable, cost-based fee for each subsequent accounting.

**E. *You have the Right to Request that PHI be Transmitted to You Confidentially***

The Plan will permit and accommodate your reasonable request to have PHI sent to you by alternative means or to an alternative location (such as mailing PHI to a different address or allowing you to personally pick up the PHI that would otherwise be mailed), if you provide a written request to the Plan that the disclosure of PHI to your usual location could endanger you. If you believe you have this situation, you should contact the Plan's Privacy Officer to discuss your request for confidential PHI transmission.

**F. *You Have the Right to Receive a Paper or Electronic Copy of This Notice Upon Request***

To obtain a paper or electronic copy of this Notice, contact the Plan's Privacy Officer at their address listed on the first page of this Notice. This right applies even if you have agreed to receive the Notice electronically.

**G. *Breach Notification***

If a breach of your unsecured protected health information occurs, the Plan will notify you.

## **Your Personal Representative**

You may exercise your rights to your protected health information (PHI) by designating a person to act as your Personal Representative. Your Personal Representative will generally be required to produce evidence (proof) of the authority to act on your behalf before the Personal Representative will be given access to your PHI or be allowed to take any action for you. Under this Plan, proof of such authority will include (1) a completed, signed and approved Appoint a Personal Representative form; (2) a notarized power of attorney for health care purposes; (3) a court-appointed conservator or guardian; or, (4) for a Spouse under this Plan, the absence of a Revoke a Personal Representative form on file with the Privacy Officer.

**This Plan will automatically recognize your legal Spouse as your Personal Representative and vice versa, without you having to complete a form to Appoint a Personal Representative.** However, you may request that the Plan **not automatically** honor your legal Spouse as your Personal Representative by completing a form to Revoke a Personal Representative (copy attached to this notice or also available from the Privacy Officer). If you wish to revoke your Spouse as your Personal Representative, please complete the Revoke a Personal Representative form and return it to the Privacy Officer and this will mean that this Plan will NOT automatically recognize your Spouse as your Personal Representative and vice versa.

The recognition of your Spouse as your Personal Representative (and vice versa) is for the use and disclosure of PHI under this Plan and is not intended to expand such designation beyond what is necessary for this Plan to comply with HIPAA privacy regulations.

You may obtain a form to Appoint a Personal Representative or Revoke a Personal Representative by contacting the Privacy Officer at their address listed on this Notice. The Plan retains discretion to deny access to your PHI to a Personal Representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect.

Because HIPAA regulations give adults certain rights and generally children age 18 and older are adults, if you have dependent children age 18 and older covered under the Plan, and the child wants you, as the parent(s), to be able to access their protected health information (PHI), that child will need to complete a form to Appoint a Personal Representative to designate you (the employee/retiree) and/or your Spouse as their Personal Representatives.

The Plan will consider a parent, guardian, or other person acting *in loco parentis* as the Personal Representative of an unemancipated minor (a child generally under age 18) unless the applicable law requires otherwise. *In loco parentis* may be further defined by state law, but in general it refers to a person who has been treated as a parent by the child and who has formed a meaningful parental relationship with the child for a substantial period of time. Spouses and unemancipated minors may, however, request that the Plan restrict PHI that goes to family members as described above under the section titled "Your Individual Privacy Rights."

## The Plan's Duties

The Plan is required by law to maintain the privacy of your PHI and to provide you and your eligible dependents with Notice of its legal duties and privacy practices. The Plan is required to comply with the terms of this Notice. However, the Plan reserves the right to change its privacy practices and the terms of this Notice and to apply the changes to any PHI maintained by the Plan. In addition, the Plan may not (and does not) use your genetic information that is PHI for underwriting purposes.

**Notice Distribution:** The Notice will be provided to each person when they initially enroll for benefits in the Plan (the Notice is provided in the Plan's Initial Enrollment material/packets). The Notice is also available on the Plan's website: [www.sisc.kern.org](http://www.sisc.kern.org). The Notice will also be provided upon request. Once every three years the Plan will notify the individuals then covered by the Plan where to obtain a copy of the Notice. This Plan will satisfy the requirements of the HIPAA regulation by providing the Notice to the named insured (covered employee) of the Plan; however, you are encouraged to share this Notice with other family members covered under the Plan.

**Notice Revisions:** If a privacy practice of this Plan is changed affecting this Notice, a revised version of this Notice will be provided to you and all participants covered by the Plan at the time of the change. Any revised version of the Notice will be distributed within 60 days of the effective date of a material change to the uses and disclosures of PHI, your individual rights, the duties of the Plan or other privacy practices stated in this Notice. Material changes are changes to the uses and disclosures of PHI, an individual's rights, the duties of the Plan or other privacy practices stated in the Privacy Notice.

Because our health plan posts its Notice on its web site, we will prominently post the revised Notice on that web site by the effective date of the material change to the Notice. We will also provide the revised notice, or information about the material change and how to obtain the revised Notice, in our next annual mailing to individuals covered by the Plan.

## Disclosing Only the Minimum Necessary Protected Health Information

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment,
- Uses or disclosures made to you,
- Disclosures made to the Secretary of the U.S. Department of Health and Human Services in accordance with their enforcement activities under HIPAA,
- Uses of disclosures required by law, and
- Uses of disclosures required for the Plan's compliance with the HIPAA privacy regulations.

This Notice does not apply to information that has been de-identified. De-identified information is information that does not identify you and there is no reasonable basis to believe that the information can be used to identify you.

As described in the amended Plan document, the Plan may share PHI with the Plan Sponsor for limited administrative purposes, such as determining claims and appeals, performing quality assurance functions and auditing and monitoring the Plan. The Plan shares the minimum information necessary to accomplish these purposes.

In addition, the Plan may use or disclose "summary health information" to the Plan Sponsor for obtaining premium bids or modifying, amending or terminating the group health Plan. Summary health information means information that summarizes claims history, claims expenses or type of claims experienced by individuals for whom the Plan Sponsor has provided health benefits under a group health plan. Identifying information will be deleted from summary health information, in accordance with HIPAA.

## **Your Right to File a Complaint**

If you believe that your privacy rights have been violated, you may file a complaint with the Plan in care of the Plan's Privacy Officer, at the address listed on the first page of this Notice. Neither your employer nor the Plan will retaliate against you for filing a complaint.

You may also file a complaint (within 180 days of the date you know or should have known about an act or omission) with the Secretary of the U.S. Department of Health and Human Services by contacting their nearest office as listed in your telephone directory or at this website (<http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html>) or this website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html> or contact the Privacy Officer for more information about how to file a complaint.

## **If You Need More Information**

If you have any questions regarding this Notice or the subjects addressed in it, you may contact the Plan's Privacy Officer at the address listed on the first page of this Notice.

**Self-Insured Schools of California (SISC)  
Form to Revoke a Personal Representative**

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Complete the following chart to indicate the name of the Personal Representative to be revoked:

	Plan Participant	Person to be Revoked as my Personal Representative
Name (print):		
Address (City, State, Zip):		
Phone:	(   )	(   )

I, \_\_\_\_\_ (Name of Participant or Beneficiary)  
hereby revoke \_\_\_\_\_ (Name of Personal Representative)

to act on my behalf,

to act on behalf of my dependent child(ren), named:

\_\_\_\_\_ in receiving any protected health information (PHI) that is (or would be) provided to a personal representative, including any individual rights regarding PHI under HIPAA, effective \_\_\_\_\_, 20\_\_\_\_.

I understand that PHI has or may already have been disclosed to the above named Personal Representative prior to the effective date of this form.

---

\_\_\_\_\_  
Participant or Beneficiary's Signature

\_\_\_\_\_  
Date

Return this form to the SISC Privacy Officer (the Coordinator Health Benefits) at:  
Self-Insured Schools of California (SISC)  
2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847  
Phone: 661-636-4410



## **Annual Notice: Women's Health and Cancer Rights Act (WHCRA)**

Your group health plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema).

For more information call the Customer Service phone number on your ID card or the SISC Benefits department at 661-636-4410.

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### **Where to Find a HIPAA Privacy Notice for Our Group Health Plan**

HIPAA Privacy pertains to the following group health plan benefits sponsored by the Self-Insured Schools of California (SISC):

- medical PPO plan options including utilization management, prescription benefit management (PBM) and medical plan claims administration services,
- telemedicine program with MD live,
- self-funded dental PPO plan options,
- self-funded vision PPO plan options,
- Wellness program,
- Medicare Supplement program,
- COBRA administration,
- Health Flexible Spending Account (FSA) administration

You are provided with a complete HIPAA Privacy Notice when you enroll for these benefits. You can obtain another copy of the plan's HIPAA Privacy Notice by going to the SISC website at [www.sisc.kern.org](http://www.sisc.kern.org) or you can write or call the SISC Benefits Department at P. O. Box 1847 Bakersfield, CA 93303-1847.

HIPAA Privacy Notices that pertain to the insured medical plan benefits can be obtained by contacting the insurance companies at the Customer Service phone number on your ID card.

# 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. It may be necessary to utilize non-certificated temporary athletic team coaches under circumstances wherein an annual search among the District's certificated employees has not identified coaching personnel able to fulfill the District's coaching needs.

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 6<sup>th</sup> consecutive year, and an additional \$500 increase to their stipend beginning in their 11<sup>th</sup> 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)	.08
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/Leadership	.095*
5.3.2	Curriculum Related Activities (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)	.05
5.3.3	Advanced Placement 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-Campus 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 Newspaper	
	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 Production/Publication	.05
5.3.14		Inter-Mural	.05
5.3.15		World-wide Web	.05
5.3.16		Dress for Success Advisor	.05
5.3.17		HOSA Advisor	.05
5.3.18		Cadet Corps Advisor	.05
5.3.19		Conflict Resolution Coordinator	.04
5.3.20		Robotics Advisor	.07
5.3.21		Theater Manager	.06
5.3.22		Title I Site Coordinator	.08
5.3.23		Title IV Site Coordinator	.04
5.3.24		TUPE Coordinator	.04
5.3.25		Site Senior Project 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 2, Step 3, of the certificated salary schedule (Appendix B).

7.2.1 DEPARTMENT 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.

- 10.0 Each comprehensive site will have two "Initial IEP" stipend positions of \$1,500.00. It will be the 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 E

## Catastrophic Leave Bank



## Appendix E

### ANTELOPE VALLEY TEACHERS ASSOCIATION (AVTA) CATASTROPHIC LEAVE BANK CONTRIBUTION/CONTRIBUTION CANCELLATION AUTHORIZATION

AVTA represented certificated employees who wish to participate in the Bank must SUBMIT THIS FORM TO THE DISTRICT PAYROLL OFFICE between July 1 and October 1 to be eligible to participate in the forthcoming school year. Employees returning from extended leave or new hires must select A or B within 30 calendar days of beginning work. The selection of Option A will allow the employee to participate in the current year. Option B is required of all new or returning employees who do not wish to participate in the Bank. Option C is available to enrolled members.

- A. I hereby authorize the Antelope Valley Union High School District to automatically deduct a minimum of one (1) day of sick leave each year (Ed. Code Section 44043.5), for no less than three years (AVTA Agreement 5.11.2.8) from my annual sick leave allocation. Contributions shall be credited to the Antelope Valley Teachers Association (AVTA) Catastrophic Leave Bank for distribution per the conditions specified in the AVTA Collective Bargaining Agreement (Section 5.11) dated July 1, 2008. I understand that all donations are irrevocable.

Certificated Employee Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

or

- B. I do not wish to participate in the Antelope Valley Union High School District Certificated Catastrophic Leave Bank.

Certificated Employee Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

or

- C. I hereby cancel all further donations (after a minimum of three deductions) to the AVTA Catastrophic Leave Bank.

Certificated Employee Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### DISTRICT ACTION

Request Authorized: \_\_\_\_\_ Yes \_\_\_\_\_ No

Reason for Denial: \_\_\_\_\_  
\_\_\_\_\_

Authorized District signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ANTELOPE VALLEY TEACHERS ASSOCIATION (AVTA)  
CATASTROPHIC LEAVE BANK WITHDRAWAL REQUEST  
(Submit to Bank Committee)**

Bank Participant (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

First Request \_\_\_\_ or Extension \_\_\_\_ Number of sick leave days requested \_\_\_\_ (*No more than 30 per request*)

I declare that I meet all conditions specified in the Antelope Valley Teachers Association (AVTA) Catastrophic Leave Bank (AVUHSD/AVTA Collective Bargaining Agreement Section 5.11 dated July 1, 2008, and E.C. 44043.5) and specifically state that:

- I am an AVTA represented Certificated employee on active duty with the Antelope Valley Union High School District (AVUHSD) and have voluntarily contributed to the Bank.
- I have exhausted all accrued leaves, am unable to return to work, and wish to withdraw from the Bank for catastrophic illness injury.
- I have attached a doctor's statement indicating the nature of my illness or injury is catastrophic and the probable length of my absence from work.
- I understand that:
- The first 10 duty days of illness or disability must be covered by my own sick leave differential leave, or leave without pay.
- If I have drawn 30 Catastrophic Leave Bank days and I request an extension, the committee may require a medical review by a physician of the committee's choice at my expense. My refusal to submit to the medical review will terminate my continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Bank based upon the medical report.
- Leave from the Bank may not be used for illness or disability which qualifies me for Workers' Compensation Benefits unless I have exhausted all Workers' Compensation Leave, my own sick leave, and provided further that I sign over any Workers' Compensation checks for temporary benefits to the District.
- When the committee may reasonably presume that I may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that I apply for Disability or Retirement. If denied benefits by STRS or Social Security, I must appeal, or entitlement to the Catastrophic Leave Bank shall cease.
- Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in the agreement, whichever is greater.
- The recipient shall use any leave credits continuing to be accrued on a monthly basis prior to receiving other donated leave credit.

Is this illness or disability the result of a work related incident: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Are you eligible for disability coverage? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Have you applied for disability coverage? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Are you eligible for retirement? Yes \_\_\_\_\_ No \_\_\_\_\_

Please attach a copy of your request response letter

Signature of Bank Participant Requesting Withdrawal: \_\_\_\_\_ Date: \_\_\_\_\_

(If the participant is incapacitated, applications may be submitted to the committee by the participant's agent or family member.)

**AVTA Committee Action:**

Requests must meet all conditions specified in the AVUHSD/AVTA Collective Bargaining Agreement and Education Code and be verified as valid prior to approval.

Bank Withdrawal Request: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Maximum number of days authorized (no more than 30 per request) \_\_\_\_\_

*Signature of Catastrophic Leave Bank Committee Members* *Date*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I declare the above committee members are appropriately authorized and their determination is supported by AVTA.

Signature of President, AVTA: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A copy of every request, whether approved or denied, is to be forwarded to the District Payroll Office.

**District Action:**

Number of eight (8) hour "days" in AVTA Catastrophic Leave Bank \_\_\_\_\_ as of \_\_\_\_\_ (date).

Date of last deposit by participant: \_\_\_\_\_ Participation deduction rate: One day equals \_\_\_\_\_ hours.

Transfer Authorized \_\_\_\_\_ Transfer Denied \_\_\_\_\_ No Action Required \_\_\_\_\_

Authorization District Signature: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

# Appendix F

## Class Caps & Total Student Contact Caps

APPENDIX F

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 Contact Cap	165 +1	180 +1	165 +1	165 +1	165 +1	175 +1	165 +1	165 +1	165 +1	160 +1	130 +1	165 +1

	Science	P.E.	Social Science	AVID	Opp.	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 Contact Cap	165 +1	265 +1	180 +1	160 +1	125 +1	160 +1	150 +1	130 +1	165 +1	205 +1

SPED	SDC	TMH	ED	SDD	DHH	AUTISM	*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.
Class Caps	21	12	13	10	13	8	
Total Student Contact Cap	105 +1	72 +1	78 +1	60 +1	78 +1	48 +1	

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

# Appendix G

## Evaluation Forms

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE PLAN FOR PROFESSIONAL GROWTH**

Employee: Click here to enter text. Evaluator: Click here to enter text. School Year: Choose an item.

Work Site: Choose an item. Assignment(s): Click here to enter text. Status: Choose an item.

+++++

- Certificated staff evaluation will be based on the California Standards for the Teaching Profession (CSTP) 1 – 5 after selecting two Standards (one from Certificated staff and one from Evaluator)
  - 1.0 Engaging and Supporting All Students in Learning
  - 2.0 Creating and Maintaining Effective Environments for Student Learning
  - 3.0 Understanding and Organizing Subject Matter for Student Learning
  - 4.0 Planning Instruction and Design Learning Experiences for All Students
  - 5.0 Assessing Student Learning
  
- Certificated staff, in collaboration with the Evaluator, will identify one of the elements of CSTP #6 that will be the focus of teacher development as a professional educator for the school year.

<b>STANDARD 6</b>	<b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b>
<b>FOCUS ELEMENT</b>	<input type="checkbox"/> 6.1 Reflecting on teaching practice in support of student learning <input type="checkbox"/> 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development <input type="checkbox"/> 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning <input type="checkbox"/> 6.4 Working with families to support student learning <input type="checkbox"/> 6.5 Engaging local communities in support of the instructional program <input type="checkbox"/> 6.6 Managing professional responsibilities to maintain motivation and commitment to all students <input type="checkbox"/> 6.7 Demonstrating professional responsibility, integrity and ethical conduct

<b>PLANS FOR GROWTH</b> Click here to enter text.	<b>RESOURCES/SUPPORT NEEDED</b> Click here to enter text.	<b>TIMELINES</b> Click here to enter text.
--	--	---

<b>ADDITIONAL INPUT FROM EVALUATOR</b> Click here to enter text.
---

<b>EMPLOYEE CHECK LIST TO INDICATE COMPLETION</b>
<ul style="list-style-type: none"> <li>• Evaluation packet received by evaluate</li> <li>• Administrator and evaluate reviewed packet, including evaluation forms and activities, CSTP, and AVUHSD Teaching Standards Rubric, timelines, and Improvement Plan process</li> <li>• Evaluation process for Standards 1-5 explained/discussed</li> <li>• Standard #6 focus element selected and discussed, and Plans for Growth listed</li> </ul>

Evaluator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluatee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE PRE-OBSERVATION FORM  
(For Formal Classroom Observations)**

**Employee:** Click here to enter text.      **Evaluator:** Click here to enter text.      **Date:** Click here to enter text.

**Work Site:** Choose an item.      **Assignment(s):** Click here to enter text.

**1. What is the content standard(s) that you will be teaching in this lesson?**

Click here to enter text.

**2. What teaching strategies will you use to ensure students meet the standard(s)?**

Click here to enter text.

**3. What assessment(s) will you use to determine if students met the standard?**

Click here to enter text.

**4. Is there a specific teaching standard on which you would like the evaluator to focus?**

Click here to enter text.

**AT THE POST-OBSERVATION CONFERENCE, REFLECTIVE QUESTIONS SUCH AS THE FOLLOWING MAY BE ASKED:**

- 1. Discuss and review the observation data collected by the evaluator**
- 2. What was effective about your lesson?**
- 3. To what extent did your students meet the content standards?**
- 4. What would you do differently in teaching this lesson again to the same group of students**
- 5. Discuss progress on your focus element from Teaching Standard 6.**

**SCHEDULED DATE AND TIME FOR FORMAL OBSERVATION:**      **Date:** Click here to enter a date.      **Period:** Choose an item.



**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE OBSERVATION FORM**

**Employee:** [Click here to enter text.](#)    **Evaluator:** [Click here to enter text.](#)    **Date:** [Click here to enter a date.](#)

**Work Site:** [Choose an item.](#)                      **Assignment(s):** [Click here to enter text.](#)                      **Period:** [Choose an item.](#)

+++++

I.                      Use the California Standards for the Teaching Profession and AVUHSD Rubric as a reference for descriptions of levels for each element listed under the 5 standards, and enter level on each line in the first column.

- 1 = Does not meet standard
- 2 = Partially meets standard
- 3 = Meets standard
- "N/O" = may be entered for "not observed"

II.                      Enter an overall level for each standard in the first column

- If a majority of the elements are scored at any one level, 1, 2, or 3; then that is the level for the standard
- If there is no score that is a majority for the standard, then the standard will be scored "2"

+++++

<b>Level</b>	<b>California Standard for the Teaching Profession</b>	<b>Observation/Evidence of Standard</b>
Choose an item. <b>1. Engaging and Supporting All Students in Learning</b>		<a href="#">Click here to enter text.</a>
Choose an item. <b>1.1</b> Using knowledge of students to engage them in learning		
Choose an item. <b>1.2</b> Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.		
Choose an item. <b>1.3</b> Connecting subject matter to meaningful real-life contexts		
Choose an item. <b>1.4</b> Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
Choose an item. <b>1.5</b> Promoting critical thinking through inquiry, problem solving, and reflection		
Choose an item. <b>1.6</b> Monitoring student learning and adjusting instruction while teaching		

<b>Level</b>	<b>Observation/Evidence of Standard</b>
<p><b>California Standard for the Teaching Profession</b></p> <p><b>2. Creating and Maintaining Effective Environments for Student Learning</b></p>	<p>Click here to enter text.</p>
<p>Choose an item.</p> <p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p>	
<p>Choose an item.</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p>	
<p>Choose an item.</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p>	
<p>Choose an item.</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p>	
<p>Choose an item.</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p>	
<p>Choose an item.</p> <p>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p>	
<p>Choose an item.</p> <p>2.7 Using instructional time to optimize learning</p>	

<b>Level</b>	<b>Observation/Evidence of Standard</b>
<p><b>California Standard for the Teaching Profession</b></p> <p><b>3. Understanding and Organizing Subject Matter For Student Learning</b></p>	<p>Click here to enter text.</p>
<p>Choose an item.</p> <p>3.1 Demonstrating knowledge subject matter, academic content standards, curriculum frameworks</p>	
<p>Choose an item.</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p>	
<p>Choose an item.</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p>	
<p>Choose an item.</p> <p>3.4 Utilizing instructional strategies that are appropriate to subject matter</p>	
<p>Choose an item.</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p>	
<p>Choose an item.</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	

item.	
-------	--

<b>Level</b>	<b>California Standard for the Teaching Profession</b>	<b>Observation/Evidence of Standard</b>
Choose an item.	<b>4. Planning Instruction and Design Learning Experiences for All Students</b>	Click here to enter text.
Choose an item.	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
Choose an item.	4.2 Establishing and articulating goals for student learning	
Choose an item.	4.3 Developing and sequencing long and short-term instructional plans to support student learning	
Choose an item.	4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students	
Choose an item.	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

<b>Level</b>	<b>California Standard for the Teaching Profession</b>	<b>Observation/Evidence of Standard</b>
Choose an item.	<b>5. Assessing Student Learning</b>	Click here to enter text.
Choose an item.	5.1 Establishes and communicates learning goals for all students	
Choose an item.	5.2 Collects and uses multiple sources of information to assess student learning	
Choose an item.	5.3 Involves and guides students in assessing their own learning	
Choose an item.	5.4 Uses the results of assessment to guide instruction	
Choose an item.	5.5 Communicates with students and families about student progress	
Choose an item.	5.6 Evidence of student progress towards appropriate standards and/or IEP goals	

## OBSERVATION SUMMARY

Employee: [Click here to enter text.](#) Evaluator: [Click here to enter text.](#) Date: [Click here to enter a date.](#)

Summary of observation and discussion: [Click here to enter text.](#)

Goal(s) related to teaching standards (Required if any standard score is "1 = Does not meet standard" or "2 = Partially meets standard"): [Click here to enter text.](#)

Actions and Resources related to goal(s): [Click here to enter text.](#)

Standard 6 Focus Element:

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

Summary of progress on Standard 6: [Click here to enter text.](#)

Improvement Plan needed (see attached)

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This report has been discussed with me in conference with the evaluator. I have received a copy of the Observation form and Observation Summary. An opportunity has been extended to me to attach comments concerning this evaluation. My signature does not indicate agreement or disagreement with the evaluation.



**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE PERFORMANCE EVALUATION**  
(Assessment by observation, documentation and/or conferences)

**Employee Name:** [Click here to enter text.](#)

**Work Site:** Choose an item.

**Position:** [Click here to enter text.](#)

**Status:** [Click here to enter text.](#)

Use the California Standards for the Teaching Profession, A.V.U.H.S.D. rubric, and Plan for Professional Growth as a reference for descriptors of standards and expected outcomes. Summary of activities and evidence may include descriptors of performance that exceeds the standards.

California Standards for the Teaching Profession and A.V.U.H.S.D. Rubric Levels:  
 1: Does not meet standard  
 2: Partially meets standard  
 3: Meets standard

<b>STANDARD 1</b>	<b>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	<b>LEVEL</b>
<b>ELEMENTS</b>	1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	Choose an item.
	<b>FORMAL OBSERVATION</b>	<b>OTHER RESPONSIBILITY</b>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<b>STANDARD 2</b>	<b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>	<b>LEVEL</b>
<b>ELEMENTS</b>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	Choose an item.
	<b>FORMAL OBSERVATION</b>	<b>OTHER RESPONSIBILITY</b>
	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<b>STANDARD 3</b>	<b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	<b>LEVEL</b>
<b>ELEMENTS</b>	3.1 Demonstrating knowledge subject matter, academic content standards, curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Choose an item.

	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content		
	<b>FORMAL OBSERVATION</b>		<b>OTHER RESPONSIBILITY</b>
	Click here to enter text.		Click here to enter text.
<b>STANDARD 4</b>	<b>PLANNING INSTRUCTION AND DESIGN LEARNING EXPERIENCES FOR ALL STUDENTS</b>		<b>LEVEL</b>
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students		Choose an item.
	<b>FORMAL OBSERVATION</b>		<b>OTHER RESPONSIBILITY</b>
	Click here to enter text.		Click here to enter text.
<b>STANDARD 5</b>	<b>ASSESSING STUDENT LEARNING</b>		<b>LEVEL</b>
	5.1 Establishes and communicates learning goals for all students 5.2 Collects and uses multiple sources of information to assess student learning 5.3 Involves and guides students in assessing their own learning 5.4 Uses the results of assessments to guide instruction 5.5 Communicates with students and families about student progress 5.6 Evidence of student progress towards appropriate standards and/or IEP goals*		Choose an item.
	<b>FORMAL OBSERVATION</b>		<b>OTHER RESPONSIBILITY</b>
	Click here to enter text.		Click here to enter text.
<p><i>*Analysis of student assessment takes into account mitigating factors, such as student attendance, entry-level achievement, special program membership, student behavior as evidenced by discipline records, availability of materials to support the instructional program, and other measurable variables that influence student achievement.</i></p>			
<b>STANDARD 6</b>	<b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	(Not used for Improvement Plan referral)	<b>LEVEL</b>
	Click here to enter text.		Choose an item.
<b>FOCUS ELEMENT</b>			
	<b>FORMAL OBSERVATION</b>		<b>OTHER RESPONSIBILITY</b>
	Click here to enter text.		Click here to enter text.
<p><i>If a majority of the first five standards are scored at any one level 1, 2, or 3; then that is the level for the overall evaluation.</i></p> <p><i>If there is no score that is a majority for the five standards, then the overall evaluation level will be scored "2".</i></p>			
<b>OVERALL EVALUATION</b>			
<input type="checkbox"/> Does not meet standards <input type="checkbox"/> Required Improvement Plan referral for tenured teacher <input type="checkbox"/> Required to repeat evaluation process next school year		<input type="checkbox"/> Partially meets standards <input type="checkbox"/> Improvement Plan may be suggested for tenured teacher <input type="checkbox"/> Satisfactory Evaluation if no Improvement Plan is required	
<input type="checkbox"/> Meets standards <input type="checkbox"/> Satisfactory evaluation <input type="checkbox"/> Probationary 1 required to repeat evaluation process next school year			

	 Required to repeat evaluation process if an Improvement Plan is required	
--	--	--

Improvement Plan is attached.

The permanent employee and evaluator have mutually agreed that the employee will be evaluated up to once every (5) five years. (If conditions of Article 11.3.1.1 are met)

**EVALUATOR COMMENTS/RECOMMENDATION/COMMENDATIONS:** Click here to enter text.

Evaluator Name: Click here to enter text.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee (Signature)

\_\_\_\_\_  
Date

This report has been discussed with me in conference with the evaluator and I have received a copy of this evaluation form. An opportunity has been extended to me to attach comments concerning this evaluation. Employee's signature does not indicate agreement or disagreement with the evaluation.

Antelope Valley Union High School District

NON-INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION

Employee: \_\_\_\_\_  
School: \_\_\_\_\_

Assignment(s): \_\_\_\_\_  
Date: \_\_\_\_\_

M/E - Meets or Exceeds

N\* - Needs to Improve

U\* - Unsatisfactory  
\*comments required

Boxes not checked are not applicable to employee's position.

**M/E N\* U\* 1.0 ENGAGES AND SUPPORTS ALL STUDENTS**

- 1.1 Acts as an advocate for students and provides resources to respond to student's diverse needs.
- 1.2 Supports the overall vision and mission of the school.
- 1.3 Encourages students to utilize resources to resolve personal and social problems which affect learning.
- 1.4 Assists the Department in providing a comprehensive student support services program.

Comments: \_\_\_\_\_

**M/E N\* U\* 2.0 SUPPORTS EFFECTIVE ENVIRONMENTS FOR STUDENTS**

- 2.1 Assists in establishing a climate that promotes fairness, respect, and responsibility.
- 2.2 Demonstrates organizational skills and efficiency.
- 2.3 Consults and collaborates with parents, students, teachers, and/or other staff to support student learning.
- 2.4 Demonstrates the ability to work effectively as a team member.

Comments: \_\_\_\_\_

**M/E N\* U\* 3.0 DESIGNS SUPPORT SERVICES FOR ALL STUDENTS**

- 3.1 Increases awareness of post-secondary options including the world of work and/or college.
- 3.2 Meets deadlines and attends scheduled meetings.
- 3.3 Participates in IEPs, SSTs, 504 meetings, and other student conferences as appropriate.
- 3.4 Maintains appropriate documentation on students.
- 3.5 Demonstrates the ability to counsel individuals, small groups and classroom-sized groups.

Comments: \_\_\_\_\_

**M/E N\* U\* 4.0 ASSESSES STUDENT LEARNING**

- 4.1 Guides students in developing educational goals and programs.
- 4.2 Recommends students for specialized services as necessary.
- 4.3 Communicates with students, families and staff about student progress.

Comments: \_\_\_\_\_

**M/E N\* U\* 5.0 DEVELOPS AS A PROFESSIONAL EDUCATOR**

- 5.1 Reflects, plans, and establishes professional goals.
- 5.2 Works with colleagues to improve professional practice.
- 5.3 Takes part in professional development activities to enhance effectiveness and skills.
- 5.4 Adheres to District/school policies, rules, curriculum, and content standards.
- 5.5 Adheres to federal and/or state rules and regulations.
- 5.6 Accepts and fulfills duties and responsibilities in a timely and effective manner.



Comments: \_\_\_\_\_

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**\*COMMENDATIONS AND/OR RECOMMENDATIONS**

Additional pages attached: Yes  No

Satisfactory Overall Evaluation

Recommended for continued service

Recommended for continued service,  
but improvement needed

Not recommended for  
continued service

This evaluation has been discussed with me in conference with the evaluator. My signature acknowledges receipt of this document and does not necessarily indicate agreement with the summative evaluation. I understand that I may, within ten (10) working days of my signature, make a written response to this summative evaluation, which will be attached to the evaluation.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Response Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

# Appendix H

## Grievances

**APPENDIX H**

Grievance Level 1 \_\_\_\_\_

Grievance Level 2 \_\_\_\_\_

Time Stamp \_\_\_\_\_

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
LEVEL 1-2 GRIEVANCE**

NO. \_\_\_\_\_

DATE FILED: \_\_\_\_\_

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

Complete the sections below. If more space is needed, please attach additional sheets. Be sure to number the pages and identify the section to which you are responding.

1. Article(s) and Section of the Agreement alleged to have been violated:

1. Statement of Grievant:

2. Relief Sought:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Site Administrator/Superintendent or Designee

Distribution: District Personnel Services Office, Association, Immediate Supervisor, Unit Member

2/99

# Appendix I

## Leave Forms

**GRIEVANCE NOTIFICATION FORM  
(Per EERA)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Site: \_\_\_\_\_

Destination (if different from above) \_\_\_\_\_

**I need to take the following time off to process a grievance**

\_\_\_\_\_ periods on [date] \_\_\_\_\_

Principal/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT: This form must be forwarded to the Assistant Superintendent, Personnel**

**ELECTED OFFICIAL LEAVE FORM**  
**(Education Code section 44987)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Site: \_\_\_\_\_

I will be taking a leave of absence, under Education Code section 44987, to serve as  
\_\_\_\_\_, an elected officer position in AVTA.

\_\_\_\_\_ periods on [date] \_\_\_\_\_

\_\_\_\_\_ day(s). My leave of absence will begin on \_\_\_\_\_, 20\_\_ and will last  
through \_\_\_\_\_, 20\_\_.

Principal/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

**REIMBURSEMENT:**

Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_

**IMPORTANT: This form must be forwarded to the Assistant Superintendent, Personnel**

**REQUEST FOR ASSOCIATION LEAVE  
(Article 5.8)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Site: \_\_\_\_\_

I will be utilizing \_\_\_\_\_ days/periods of Association leave to participate in local, state, or national conference, workshop(s), seminar(s) or other business pertinent to the Association affairs.

My Association leave will begin on \_\_\_\_\_, 20\_\_\_\_ and will last through \_\_\_\_\_, 20\_\_\_\_.

**APPROVED:**

Name: \_\_\_\_\_  
AVTA President

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Assistant Superintendent, Personnel

Date: \_\_\_\_\_

**REIMBURSEMENT:**

Amount: \_\_\_\_\_

Date Paid: \_\_\_\_\_