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AVTA /  
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
NEGOTIATIONS  
Salary and Benefits

District Proposal  
July 15, 2021  
2:00 PM

Article 3  
SALARIES AND BENEFITS

- 3.0 The salary schedule for the 2021-2022 school year shall increase the 2020-2021 base salary by three and one-half percent (3.5%), effective July 1, 2021. The salary schedule is contained in Appendix A. Each certificated unit member employed on September 1, 2021 will receive a one-time, off-schedule payment equal to five percent (5%) of the unit member's 2021-2022 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.

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**AVTA /  
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
NEGOTIATIONS  
Employee Workday and Duty Obligations**

District Proposal  
July 15, 2021  
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**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 be placed on the 7 period salary schedule. District Work Experience teachers with more than 200 students for whom they issued work permits will receive a release period(s) to evaluate job sites of students for whom they have issued work permits
- District Work Experience teachers will evaluate job sites of students for whom they have issued work permits at least once a quarter. Proof that the job sites were evaluated will be provided to their supervisors.
- 4.2.2.1 District Work Experience teachers will be limited to 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, as determined by master schedule need, shall include at least one conference/preparation period during each regular school day. If a teacher's schedule includes an "off-period" (period without students assigned), that period remains the teacher's time. This does not preclude a teacher from accepting an additional assignment at the above prorated salary rate (1/7<sup>th</sup>). The school site will make a reasonable effort to schedule the "off-period" during 1<sup>st</sup> or 8<sup>th</sup> period.
- 4.7 One-Sixth assignments shall be distributed according to the following priorities:
- a) Program needs.
  - b) Master Schedule considerations may limit the period in which a section is offered and/or the manner in which sections may be moved or rearranged.
  - c) Credential authorization.
  - d) The District shall, where possible, give priority to teachers who are already teaching within a department which is adding sections.
  - e) Recency of experience in teaching the content of the section.
  - f) Seniority of unit members.
- 4.7.1 Prior to the commencement of the first semester of each school year, One-Sixth assignments shall first be offered to permanent unit members.
- 4.7.2 A unit member who does not receive a Satisfactory Overall Evaluation notation on the Teacher Summative Evaluation, is not eligible for a 1/6<sup>th</sup> assignment or extra duty pay until such time as the unit member achieves an overall "satisfactory" evaluation. This language shall not apply to members who are on an Improvement Plan based solely on Standard 6 of the Summative Evaluation. Language regarding 1/6<sup>th</sup> assignments shall not apply to unit members whose employment structure is based on the 7 period salary schedule.
- 4.8 Unit members shall not be required to sign in or out at the beginning or at the end of the workday. However, before leaving campus during the unit member's school-based assignment hours, the unit member must receive approval from the site administrator, or his designee. The unit member's lunch period is

specifically excluded from the school-based assignment hours. Unit members may be required to sign in and out during professional development and training days to monitor attendance.

- 4.9 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.

106-22/6107928.1

*Bruce Neal*  
*Rep. [unclear]*

**AVTA / ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
NEGOTIATIONS  
Vacancies, Reassignments, and Transfers**

District Proposal  
July 15, 2021  
2:00 PM

**Article 6  
VACANCIES, REASSIGNMENTS, and TRANSFERS**

6.4.1.1.1 A unit member must have received an overall satisfactory evaluation on their most recent evaluation to be eligible to voluntarily transfer to a vacancy.

6.4.1.2 Unit members may file a request for transfer within their classification for general consideration for the following school year in the District Personnel Services Offices each year from January 1 until May 1.



*Bill Neal*  
*Rafel Jones*

AVTA/  
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT  
NEGOTIATIONS  
Class Size/Student Contacts

District Proposal  
July 15, 2021  
2:00 PM

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 not be assigned no more than eight (8) preps without receiving a \$1,000 stipend per semester for each additional prep up to three (3) for a maximum of eleven (11) total 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 18, TMH 12, ED 13, SDD 10, DHH 13, and Autism 8. Special education caseloads will not exceed 28.

9.4.1 Special Education teachers may be eligible for Daily Contact Overage Fee or Caseload Overage. After calculating the overages, the teacher will receive the higher of the two overage amounts. Caseload overage will be paid at the rate of \$200.00 for each and every student over 28. The overage compensation will be paid per semester.

9.4.1.1 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.

9.4.1.2 Caseload overages will be calculated using the same formula as Daily Contact Averages in section 9.2.

9.4.2 In classes composed of mild-moderate special education students, SDC teachers will receive priority when permanent, full time Instructional Aides are assigned to teachers.

9.4.3 Each Resource Teacher (RSP) on a comprehensive campus may be assigned an Essential Study Skills (ESS) class as part of their regular assignment. Mild/Moderate special education teachers are eligible to receive a 1/6<sup>th</sup> assignment based on master schedule needs.

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 The District agrees to maintain a District-wide counselor to student ratio no greater than 350:1. The District shall exert a reasonable effort to maintain an individual counselor's caseload no greater than 380 students. Should a site ratio exceed 380 students, additional resources will be provided by the District.

9.8.1 The District-wide counselor to student ratio will be calculated using the total District enrollment divided by the total number of school counselors working in direct service to students.

*Bruce Neal*  
*Raymond*

**Appendix D**

**EXTRA DUTY PAY SCHEDULE**

District Proposal  
July 15, 2021  
2:00 PM

- 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 3, Step 3 1, 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.