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Article 1

AGREEMENT

- 1.0 This Agreement is entered into this 1st day of July 1, 2003, by and between the Board of Trustees of the Antelope Valley Union High School District, whose address is 44811 North Sierra Highway, Lancaster, 93534, hereinafter referred to as the "District," and the Antelope Valley Teachers Association, CTA/NEA, an employee organization, whose address is 1027 West Lancaster Boulevard, Lancaster, 93534, hereinafter referred to as the "Association." This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code, hereinafter referred to as the "Rodda Act" and it shall be in full force and effect until June 30, 2006.
- 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.
- 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 part time 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 Rodda 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 2003-04 school year shall increase the 2002-03 salary schedule by zero percent (0%). The salary schedules for 2003-04 are contained in Appendix A.
- 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-two (182) days and new unit members= initial work year shall be one hundred eighty-four (184) days.
- 3.1.1 As part of this agreement, two (2) hours of the two-day New Teacher Orientation shall be set aside solely for the purposes of Association New Teacher Orientation.
- 3.1.2 Furthermore, new teachers beginning after the start of the school year (missing the orientation) shall be required to attend the two (2) days of Teacher Orientation at the first available opportunity, which would likely be at the beginning of their second year.
- 3.1.3 Returning teachers wishing to attend these two days of New Teacher Orientation may do so. However, it shall not be required that returning teachers attend except those new teachers who missed the orientation the previous year.
- 3.2 Specific days on which service is to be rendered shall be determined by the calendar agreed to for the 2003-2004 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 calendar for 2003-2004 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 **PRIOR SERVICE:** Prior to the 2002-2003 school year, unit members employed for the first time by the District shall be granted full credit for prior teaching experience up to a maximum of eight (8) years which shall permit maximum placement on the ninth (9th) step. Full credit for full-time teaching experience in the District shall be granted to former certificated employees only to the extent required by law. Prior teaching experience shall include only regular full time teaching, which may include public or private secondary schools. Unit members new to the District shall provide written verification of prior service within 60 days of employment/date of service.
- 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 September 1st or February 1st provided the unit member submits verification of said units to the Personnel Services Office on or before September 10th or February 10th of each year. 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 semester. Unit members new to the District shall provide written verification of course work beyond their B.A. 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 prior to the granting of a preliminary teacher or pupil services credential will not be counted for purposes of advancement or placement on the certificated schedule.
- 3.8.2.3 Unless authorized in advance by the District, 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 lower division 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 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 completion of the coursework in order for credit to be granted.

- 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.

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 obtaining a clear or preliminary credential.

- 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 3.8.2.2. 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. Effective July 1, 1996, 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 Upon District Personnel Offices receipt or verification of a valid preliminary or clear credential, unit member will be placed on the step and column appropriate to their education and coursework.
- 3.8.2.8 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 members 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.

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 - 10th 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:** Prior to the 2000-2001 school year, unit members with an earned Ph.D. or Ed.D. from an accredited university authorized to grant these degrees shall be granted an additional factor of .04 of Column 4, Step 1 of the salary schedule to be added to the annual contracted salary.

Commencing with the 2000-2001 school year, unit members with an earned Ph.D. or Ed.D. from an accredited university authorized to grant these degrees shall be granted an additional factor of .04 of Column 2, Step 3 of the salary schedule to be added to the annual contracted salary.

3.11 **CAREER INCREMENT:** Prior to the 2000-2001 school year, and beginning with the 18th year, certificated employees in Column 3, Step 10 and Columns 4, 5 and 6, Step 13, shall receive a career increment of factor .06 of Column 4, Step 1 of the salary schedule to be added to the annual contracted salary. Every 5 years thereafter, an additional career increment of .06 shall be added on a cumulative basis to the annual contracted salary. Experience for salary placement at the time of employment shall be counted. The career increment shall be considered part of the unit members base salary and is built into the individual cells of the salary schedule.

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

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

3.13 **HEALTH AND WELFARE BENEFITS**

Each certificated unit member and eligible dependent shall be covered by the District provided health and welfare benefits programs in accordance with this Agreement. These benefits shall be provided by the current carriers.

The medical benefits will include the option of any medical plan offered by the District for employees and eligible dependents. Benefits for unit members and their eligible dependents for dental, vision, life insurance and the employee assistance program will be provided at no extra cost to the unit member for the 2003-2004 fiscal year. The provider of health and welfare benefits shall be provided as follows:

- a) **Blue Cross Prudent Buyer Option 1** Annual deductible \$100/\$300, 90%/10% & \$10 office visit coverage, PAID prescriptions \$3 generic, \$15 brand, mail order (90 day supply) prescriptions \$3 generic, \$35 brand; Psychology Systems EAP/Carve Out.
- b) **Blue Cross Prudent Buyer Option 2** Annual deductible \$100/\$300; 100% coverage; PAID prescriptions \$3 generic, \$15 brand, mail order (90 day supply) prescriptions \$3 generic, \$35 brand; Psychology Systems EAP/Carve Out. (This requires a contribution from the employee).
- c) **Kaiser – Plan A** \$0 office visit co-pay; \$5 Rx; Vision – eye exam and \$70 towards frames; Chiropractic care \$10 per visit for 30 visits per year.

- d) **Health Net Plan A** \$10 office visit co-pay; \$5 generic, \$10 formulary, \$35 non-formulary; Vision – eye exam with \$100 towards contact lenses or glasses with lenses paid and \$60 toward frames; Chiropractor \$10 per visit for 30 visits (current plan).
- e) **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.
- f) **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.
- g) **Medical Eye Services Vision Plan 24/12**, \$75 frame allowance (current plan used with Blue Cross).
- h) 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;
- i) *Delta Care PMI Managed Dental Plan*
- j) Certificated Life Insurance coverage of \$50,000. The Health and Welfare Benefits Plans are summarized in Appendix C.

The CAP on Health and Welfare Benefits is \$1,013.82.

- 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.

3.14 **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) years of 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.
- 3.15 **EXTRA DUTY PAY SCHEDULE** - Extra Duty Schedule outlined as per Appendix D.
- 3.16 **SPECIALLY DESIGNATED ACADEMIC INSTRUCTION IN ENGLISH (SDAIE)**
 - 3.16.1 The Specially Designated Academic Instruction In English (SDAIE) training is available to all teachers and provides teacher inservice in strategies and techniques necessary to meet the needs of Limited-English-Proficient (LEP) students. If space or subject matter area is limited, prioritization will be made by the District.
 - 3.16.2 A teacher who has a basic teaching credential, who is a permanent employee as of January 1, 1998, and who, by January 1, 2001, successfully completes 45 hours of SDAIE training, including the assessment component, will be certified by the Antelope Valley Union High School District to teach Limited-English Proficient (LEP) students and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule.
 - 3.16.3 A teacher who has taught at least nine (9) years in California Public Schools, certifies experience or training in teaching LEP students, authorizes verification of that experience or training by the Antelope Valley Union High School District, and successfully completes 45 hours of SDAIE training, including the assessment component, will be certified by the Antelope Valley Union High School District to teach Limited-English-Proficient (LEP) students and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule.
 - 3.16.4 A teacher who either (a) has not taught at least nine (9) years in California Public Schools, or (b) has taught at least nine years but cannot certify experience or training in teaching LEP students, and who successfully completes 45 hours of SDAIE training, including the assessment component, will be provisionally certified by the Antelope Valley Union High School District to teach Limited-English-Proficient (LEP) students

and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule. Teachers with provisional certification are required to complete an additional 45 hours of ELD staff development within three (3) years of completing the SDAIE training and will receive an additional three (3) units of credit on the salary schedule upon verification of completion.

The Antelope Valley Union High School District will provide ongoing opportunities for staff to participate in ELD training through District and site staff development offerings.

- 3.16.5 The staff development hours may be used as part of a teacher's individual program of Professional Growth for the renewal of a credential.

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 first discussed with and agreed to by the unit member. The Association shall be notified of any such change in the unit member's workday.
- 4.2 All guidance counselors, peer helper teachers, library media teachers, 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, and remain on duty for a minimum of seven (7) hours, exclusive of the lunch period, and also remain for a sufficient amount of time to perform the duties which are related to their normal assignment. Guidance counselors who are assigned to perform services in the Senate Bill 813 funded counseling program 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. The District is not obligated hereby to assign guidance counselors to this counseling program.
- 4.3 On days when unit members are scheduled to work but pupils are not scheduled to be present for a full day, including, but not limited to student minimum days and final days, the school-based assignment hours shall be six and three-quarters (6 3/4) hours, exclusive of lunch period, unless otherwise determined by the site administrator to be less than six and three-quarters (6 3/4) hours. 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.

- 4.5 Unit members who are assigned or who volunteer to serve as period substitutes during their conference/preparation period shall receive added compensation at the established hourly rate or release time (unless modified under 4.5.7).
- 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 con-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 Appendix D 6.2.2.
- 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.
- 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.
- 4.5.6 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 an additional \$20.00 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. 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 Unit members desiring to use release time after accumulation of six (6) hours of period substitute credit shall request a full day substitute through regular procedures using the designated phone-in procedures.
- 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 conclusion of the last pupil school day for the month of May, 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 must be approved by the principal or designee.

- 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.
- 4.7 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.
- 4.8 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.
- 4.9 Except for emergencies, unit members shall be notified three (3) days in advance of faculty meetings 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 action.
- 4.10 **DEPARTMENT ORGANIZATION**
- 4.10.1 Selection of Department Chairpersons and Head Counselors
- 4.10.1.1 **ELIGIBILITY**
- 4.10.1.1.1 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.
 - 4.10.1.1.2 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 and head counselors 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 fourteen (14) department chairperson positions at each comprehensive high school and one (1) position at Adult Education for the specific use of the Desert Haven Program.

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 in February.

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

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

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

4.10.1.3 **TERM OF OFFICE**

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

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

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

4.10.2 **RESPONSIBILITIES**

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

4.10.3 **EVALUATION PROCEDURE**

- 4.10.3.1 Each February of the year the department chairperson is elected, he/she shall meet with the principal 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 AND HEAD COUNSELOR

- 4.10.4.1 The department chairpersons and head counselors are directly responsible for the discharge of their duties and are accountable to the Principal or vice principal 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 or head counselor.
 - 4.10.4.2.1 Call and chair a minimum of at least 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 vice principal.
 - 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 department curriculum and curriculum guidelines.

- 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 vice 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.
- 4.10.4.2.19 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.

4.10.4.2.20 In addition, the head counselor shall be responsible for the organization and implementation of student registration, 10th Grade Counseling, college and scholarship orientation and information dissemination, feeder school articulation and other related duties as assigned by the principal or Assistant Superintendent, Educational Services.

4.10.5 Alternative Education Programs Department Chairs (DWHS, CDS/District Opportunity, DW Independent Study)

4.10.5.1 Alternative Education Programs shall 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/Opportunity

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/Opportunity 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 with the exception of the initial year of implementation 1997-98, when all Department Chairs shall be elected in October and begin service in November and continue through January, 2000.

4.10.5.4.1 For purpose of elections, CDS/Opportunity shall cast votes only for the appropriate program chair and not subject area chairs unless they have a split assignment and are teaching a subject specific class (i.e., Opportunity four (4) periods and Social Studies at West Valley one (1) period will have four (4) votes for Opportunity Chair and one (1) vote for Social Studies Chair.)

4.11 9th GRADE HOUSE LEADERS

Deputy Superintendent for Educational Services will evaluate all proposals for House Leaders. If House Leader positions are approved they will be compensated at .0255 of Step 1 Column 4 of the salary schedule.

- 4.11.1 The eligibility for House Leaders will be:
 - 4.11.1.1 A minimum of three (3) years teaching experience preferred.
 - 4.11.1.2 Candidates shall teach the majority of their time in the given House.
- 4.11.2 The election of House Leaders shall be:
 - 4.11.2.1 Under the guidance of the Principal or designee.
 - 4.11.2.2 Candidates shall be elected by a majority of the House team, one vote per House member.
 - 4.11.2.3 Subject to the final approval of the Principal and Board of Trustees.
- 4.11.3 The term of office for House Leaders shall be:
 - 4.11.3.1 Two (2) years, unless a leader no longer teaches his/her majority of classes at the 9th grade level.
 - 4.11.3.2 Replacement will be by election at the beginning of the school year.
- 4.11.4 Duties of the House Leader will include:
 - 4.11.4.1 Ensure that students enrolled in the House are appropriately monitored.
 - 4.11.4.2 Ensure that the House meets at least twice per week.
 - 4.11.4.3 Arrange for taking and distributing minutes of meetings.
 - 4.11.4.4 Delegate House tasks when appropriate (i.e., phone calls, supervision of activities)
 - 4.11.4.5 Advise administration of any special needs and the status of students within the House.
 - 4.11.4.6 Ensure the development and implementation of House activities.
 - 4.11.4.7 Prepare reports of House activity at least once a year (to include a reflection of their role and function of the House).
- 4.11.5 **EVALUATION OF HOUSE LEADERS**
 - 4.11.5.1 Evaluation of the House Leaders will be accomplished under the evaluation article of this Agreement. The House Leader's evaluation will be a distinct evaluation separate from the House Leader's regular evaluation, and it shall be based upon stated House Leader goals and objectives developed at the onset of the year.
 - 4.11.5.2 The principal or designee shall be responsible for the ongoing evaluation of House Leaders.

4.11.5.3 House Leaders 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.

4.11.5.4 In the event that the deficiencies are not corrected to the satisfaction of the Principal, the House Leader shall be removed from office at the end of the current semester.

4.11.6 Matters not mentioned in this section shall continue to be governed by contract language found elsewhere in this agreement.

4.12 **ACADEMY COORDINATORS**

4.12.1 **SELECTION OF ACADEMY COORDINATORS**

4.12.1.1 Qualifications

4.12.1.1.1 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.

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

4.12.1.2 **Selection**

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

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

4.12.1.2.3 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.

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

4.12.1.2.5 Nothing shall prohibit an Academy Coordinator from resigning or being removed according to procedures in the Evaluation Section 4.12.2.

4.12.2 **EVALUATION OF ACADEMY COORDINATORS**

4.12.2.1 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.

- 4.12.2.2 The principal or designee shall be responsible for the ongoing evaluation of Academy Coordinators.
- 4.12.2.3 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.
- 4.12.2.4 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.

4.12.3 **DUTIES OF THE ACADEMY COORDINATOR**

- 4.12.3.1 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.
- 4.12.3.2 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.
 - 4.12.3.2.1 Call and chair Academy meetings as needed.
 - 4.12.3.2.2 Arrange for the taking and distribution of accurate minutes for all Academy meetings. Distribution shall include the Principal and other administrators as requested.
 - 4.12.3.2.3 Approve and coordinate requisitions and purchasing of necessary Academy supplies, equipment, books, etc. originating from within the Academy.
 - 4.12.3.2.4 Maintain records as necessary to ensure that requisitions recommended for approval are within Academy allocations.
 - 4.12.3.2.5 Coordinate Academy recommendations for supplementary materials and submit to administration as appropriate for purchase considerations.
 - 4.12.3.2.6 Coordinate use of Academy instructional hardware necessary to facilitate program needs.
 - 4.12.3.2.7 Maintain an inventory of equipment and materials assigned to the Academy.
 - 4.12.3.2.8 Delegate tasks when necessary to appropriate members of the Academy.
 - 4.12.3.2.9 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.
 - 4.12.3.2.10 Assist Academy members in the understanding and achievement of District goals and objectives for each course offered by the Academy.

- 4.12.3.2.11 Advise the administration of Academy needs in the areas of personnel, scheduling (assigning students to appropriate learning levels), class size, supplementary materials, and equipment.
- 4.12.3.2.12 Attend Department Chair meetings and site department meetings as required.
- 4.12.3.2.13 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.
- 4.12.3.2.14 Assist in the interviewing and selection of teachers, teacher assistants, instructional aides, and other personnel of the Academy.
- 4.12.3.2.15 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.
- 4.12.3.2.16 Work with various departments and Department Chairs to coordinate the integration of the core curricula within the Academy theme.
- 4.12.3.2.17 Coordinate and supervise community and work-based Academy program components during school and after school hours as required.
- 4.12.3.2.18 Work with community groups and individuals to secure participation in and support for Academy programs.

4.12.4 COMPENSATION FOR ACADEMY COORDINATOR

- 4.12.4.1 Compensation for Academy Coordinators shall be a release period or 1/6 assignment pay as determined by the Academy Coordinator and Principal.

4.13 ALTERNATIVE SCHOOLS

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

- 4.13.1 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.
- 4.13.2 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.

- 4.13.3 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 1/6th paid assignment in accordance with Article 4.6.
- 4.13.4 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.
- 4.13.5 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.
- 4.13.6 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.

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 not less than five (5) days per week for 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 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 up to one hundred (100) additional days, the difference between his/her daily rate of pay based upon his/her annual salary and the amount that would have been paid a substitute on the first step of the substitute salary schedule.
- 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 to one hundred (100) days.
- 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 no later than the day following the expiration of accumulated sick leave and the 100 days extended sick leave.
- 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. 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.

5.1.9 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 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**

5.3.1 Unit members in the following cases shall be entitled to use ten (10) days of accumulated sick leave allotment during each school year for personal necessity. When taking such leave, the unit member shall notify the District Personnel Services Office not later than 6 a.m. of the workday in which the absence is requested unless the emergency makes such advance notification impossible. Up to three (3) Personal necessity days may be taken for confidential reasons, provided the reasons for the leave fall within the instances for which personal necessity leave is authorized as described below (5.3.1.1 – 5.3.1.6). Personal necessity leave may be taken in the following instances:

5.3.1.1 Death of member of his/her immediate family. Immediate family of the unit member is defined as mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse 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 other adult who has had the primary responsibility for the raising or care 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.

5.3.1.2 Accident, or imminent danger involving his/her person or property, or the person or property of a member of his/her immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during his/her workday.

5.3.1.3 Illness of members of the unit member's immediate family, as defined above, when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties.

5.3.1.4 Appearance in court as a litigant, or as a witness under an official order, or other absence required under official government order.

- 5.3.1.4.1 When requested, the unit member shall furnish evidence of the court appearance or official government order to the site administrator who shall, in turn, attach it to the time sheet.
- 5.3.1.5 Adoption proceedings, limited to picking up child from adoption agency, and court appearance in conjunction with adoption.
- 5.3.1.6 Leave to be with member of immediate family prior to overseas assignment as member of the armed services of the United States.
- 5.3.2 Authorized use of personal necessity leave includes matters of compelling personal importance beyond mere convenience wherein the unit member conscientiously believes that his/her participation is necessary and requires his/her absence from duty, such as religious observances, legal counseling, and professional personal or family counseling. All personal necessity leave (including leave taken for confidential reasons) must be approved by the site administrator, or his/her designee, in advance of the absence. Such approval shall not be unreasonably withheld. Upon request of the unit member, the site administrator shall provide in writing the reason(s) for withholding such approval. The site administrator, or his/her designee, may make exceptions to the notification and approval requirement in cases of emergency.
- 5.3.3 Upon returning from personal necessity leave (including leave taken for confidential reasons), the unit member, upon request by site administration, shall provide written verification that the personal necessity leave was taken in compliance with this provision. Unit members shall be denied paid personal necessity leave benefits for absence for purposes other than those defined above and/or for failure to comply with the absence verification requirements.

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 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 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.
- 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.

5.7 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 President, or designee, of 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 actual substitute costs associated with such leave. The District shall not incur any additional expenses associated with such leave.
- 5.8.2 Unit members seeking such leave shall file a request at 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.
- 5.9.3 **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 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 required by Education Code 44043.5.
- 5.11.2.8 If the number of days in the Bank, at the beginning of a school year, exceeds 1,000, no contribution shall be required of returning Certificated employees. Those Certificated employees joining the Bank for the first time, and those returning from leave, shall be required to contribute one (1) day per year to the Bank until they have contributed at least three (3) days to the Bank.
- 5.11.2.9 Certificated employees who are retiring or leaving the employ of the District may contribute their unused sick leave to the Bank, only if the number of days in the bank at the end of the school year does not exceed a number of days equaling the number of unit members multiplied by three.

5.11.3 WITHDRAWAL FROM THE BANK

- 5.11.3.1 The Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Certificated employee for over ten (10) consecutive duty days or incapacitates a member of the Certificated employee's family for over ten (10) consecutive duty days which requires the Certificated employee to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a Certificated employee, or member of the Certificated employee's family, 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 twenty-five (25) 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.)

- 5.11.3.2 Participants must use all sick leave (but, not differential leave) as defined in Article 5, available to them before becoming eligible for withdrawal from the Bank.
- 5.11.3.3 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.
- 5.11.3.4 The first ten (10) 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 the statutory maximum period of twelve (12) consecutive months.
- 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. A participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
- 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 Board, 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 22. 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 22.
- 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 () 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)

Article 6
VACANCIES, REASSIGNMENTS AND TRANSFERS

- 6.0 **DEFINITIONS:** For purposes of this article the following definitions shall be used.
- 6.0.1 **JOB CLASSIFICATION:** Job classification refers to a teaching position, a counseling position, a library media position, a program specialist, or a school nurse position.
- 6.0.2 **VACANCY:** Vacancy means any certificated position either newly created or currently unoccupied which the District has determined to fill.
- 6.0.2.1 **SITE VACANCY:** Site vacancy means any certificated position either newly created or currently unoccupied which the District has determined to fill and has opened to unit members at the school site only.
- 6.0.2.2 **DISTRICT-WIDE VACANCY:** District-wide vacancy means any certificated position either newly created or currently unoccupied which the District has determined to fill and has opened to unit members throughout the District as well as outside candidates.
- 6.0.3 **ASSIGNMENT:** Assignment means the initial position classification and teaching discipline (courses) assigned at the time of employment with the District. It shall also include the workplace where the new unit member(s) will be assigned.
- 6.0.4 **REASSIGNMENT:** Reassignment means a change in discipline (e.g., English, math, science) a unit member is assigned to teach within the same school upon the completion of the master schedule each semester. The provisions of this Article do not apply to changes of actual courses taught by unit members that are within the same discipline.
- 6.0.4.1 **VOLUNTARY REASSIGNMENT:** A voluntary reassignment shall be defined as a unit member initiated change in discipline taught.
- 6.0.4.2 **INVOLUNTARY REASSIGNMENT:** Involuntary reassignments are those initiated by the District and may be the result of, but are not limited to, enrollment changes, program changes, school closures, changes in curriculum or course offerings, educational needs of the pupils, or staff vacancies.
- 6.0.5 **TRANSFER:** A transfer is a relocation of a unit member between schools or other administrative sites within the same job classification.
- 6.0.5.1 **VOLUNTARY TRANSFER:** A voluntary transfer shall be defined as a unit member initiated change of site, occurring during or between school years.
- 6.0.5.2 **INVOLUNTARY TRANSFER:** An involuntary transfer shall be defined as any District initiated change of assignment between any two work sites within the District occurring during or between school years. Involuntary transfers are those initiated by the District and shall not occur except when required to meet the needs of the District. Such needs may be the result of, but are not limited to, enrollment changes, program changes, school closures, changes in curriculum or course offerings, demonstrable educational needs of the pupils, or staff vacancies caused by death, retirements, resignations or other circumstances.

- 6.0.6 **SENIORITY:** Seniority shall refer to the total number of cumulative years of certificated service to the District. A break in service does not change the total number of years seniority. In circumstances involving layoffs, seniority shall be defined pursuant to Education Code Section 44848.
- 6.0.7 **POSITION RELOCATION:** Position relocation refers to situations wherein a unit member and their position are moved from one site to another as a result of changes in pupil enrollment or other staffing considerations. In these instances the position and its occupant may be moved without the declaration of a vacancy.
- 6.1 **SITE REASSIGNMENT:** Reassignment at the sites of unit members including teachers on special assignment during each school year shall be in accordance with the following procedures.
- 6.1.1 During the second semester of each school year unit members shall be given the opportunity to indicate their preference for assignments on the Assignment Preference form for the following school year.
- 6.1.2 The 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 the master schedule shall consider individual unit member's preferences and the site specialist's recommendation in making these reassignments, and in accordance with the provisions of Section 6.1.7 contained herein.
- 6.1.3 Before involuntary reassignments are made during the school year, the site administrator shall post for three (3) days the site 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.
- 6.1.3.1 The District shall attempt to fill vacancies by voluntary reassignment at the sites when possible prior to posting the vacancy District-wide for transfer consideration.
- 6.1.3.2 Unit members who are being considered for District initiated reassignment or change in job classification in order to fill an announced bargaining unit vacancy 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 Superintendent, or his/her designee, to discuss the reassignment or change in job classification.
- 6.1.4 An individual unit member who is dissatisfied with his/her reassignment may consult with the administrator responsible for the master schedule. If the unit member and the administrator responsible for the master schedule reach agreement regarding the unit member's reassignment, the matter shall be deemed finally concluded.
- 6.1.5 In cases where the unit member and administrator responsible for the master schedule disagree as to a unit member's reassignment, the matter shall be referred to the principal for his/her decision. If the unit member so requests, a conference shall be held with the

Superintendent, or his/her designee, to discuss the reassignment prior to implementation of the final decision.

- 6.1.6 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 leaves, 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).

- 6.1.7 The Association and the District recognize that a number of factors must be considered by the administrator in making a decision regarding an individual unit member's reassignment. The goal of the District 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. In making the judgmental decisions necessary to meet the needs of 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, length of service, and opportunity for professional growth.
- 6.1.8 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 seniority in the District will be reassigned.
- 6.1.9 Reassignments shall not be made on arbitrary grounds or for punitive reasons.
- 6.2 **DISTRICT-WIDE VACANCIES:** After site level vacancy reassignments have been completed, the District shall continue to have the sole authority to determine when and where an opening exists for purposes of declaring a District-wide vacancy. The Superintendent, or his designee, may transfer unit members from one school to another school site in accordance with the procedures set forth in this Article.
- 6.2.1 **NOTIFICATION OF VACANCIES:** 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. Each notice shall state a deadline for applications which shall be not 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 school 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 shortening the posting period, the administration shall attempt to contact all the site unit members in order to provide consideration. Between August 1st and September 20th this posting period may be as short as three (3) days.
- 6.2.1.1 During the summer vacation, notices of all vacancies shall be mailed to those unit members who have made a request in writing and submit it to the Personnel Services Office. This shall provide all unit members with sufficient notification and opportunity to apply.
- 6.2.1.2 If any unit member expresses an interest in a transfer, the unit member must respond within two (2) working days by filling out the Certificated Transfer Request form. Those unit members requesting consideration shall be interviewed by the site administration. The District may fill the position immediately if no unit member has expressed an interest in the transfer.

- 6.2.1.3 The announcement of vacancies shall include position, title, 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 applications.
- 6.2.1.4 No assignment to fill the vacancies shall be made until after the closing date for applications on the notice of vacancy.
- 6.2.1.5 Upon request by the Association, the District shall make available a list of unit members transferred during the current school year.

6.2.2 PROCEDURES FOR FILLING VACANCIES

- 6.2.2.1 The District shall decide whether a vacancy exists for any certificated positions.
- 6.2.2.2 Once the District determines a vacancy exists, it shall publicly announce the vacancy.
- 6.2.2.3 A unit member may apply to fill an announced vacancy by requesting a transfer or a change in job classification.
- 6.2.2.4 Employment shall not be offered to outside candidates for an announced bargaining unit position until all unit members who have expressed an interest have been interviewed by the District, with the exception of those situations wherein the unit member is not available or cannot be reached.

6.3 UNIT MEMBER INITIATED (VOLUNTARY) TRANSFERS

- 6.3.1 A unit member's request for transfer shall be submitted on the Certificated Transfer Request form, available in either the office of the site administrator or the District Personnel Services Office. The transfer request forms shall be filed with the District Personnel Services Office.
- 6.3.2 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 in the District Personnel Services Office each year on or after September 15th.
 - 6.3.2.1 The request shall include preference of assignment, location desired, and the unit member's qualifications for such assignment.
 - 6.3.2.2 Such requests shall be considered for vacancies occurring during the current school year up to September 14 of the following school year and shall be invalid thereafter.
 - 6.3.2.3 The unit member must be available for an interview upon reasonable notice if and when requested.

6.4 DISTRICT INITIATED (INVOLUNTARY) TRANSFERS

- 6.4.1 When vacancies are to be filled, current unit members will be given the opportunity to request voluntary transfers. The District will fill the vacancy with a voluntary transfer if the needs of the District can be met prior to the District implementing an involuntary transfer.
- 6.4.2 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 Superintendent, or his/her designee, to discuss the transfer.

- 6.4.3 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.
- 6.5 **CRITERIA FOR TRANSFERS:** The unit member who meets the qualifications in the posted vacancy notice described in Section 6.2.1 shall not be denied the position in favor of an outside applicant.
- Transfer decisions shall be governed by the following criteria in the order of their appearance.
- 6.5.1 Meets qualifications in posting.
- 6.5.2 Length of service in the District.
- 6.5.3 Training, including major and minor fields of study, experience and performance evaluations of the unit members.
- 6.5.4 Staff diversity, including racial, ethnic and gender considerations.
- 6.5.5 Opportunity for professional growth of the unit member.
- 6.5.6 Permanent status in the District unless otherwise agreed to by the District and Association.
- 6.5.7 Transfers initiated by unit members are limited to one (1) per school year unless otherwise agreed to by the District and Association.
- 6.6 **DENIAL OR IMPLEMENTATION OF TRANSFER**
- 6.6.1 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) days if requested by the unit member.
- 6.6.2 Transfers shall not be made or denied on arbitrary, capricious or discriminatory grounds or for disciplinary reasons.
- 6.6.3 Employment will not be offered to outside candidates for announced positions until all transfer requests of unit members have been considered by the District.
- 6.7 **MOVING OF MATERIALS:** The District will provide assistance in moving personal materials to the new work location when requested by a transferred unit member.
- 6.8 **STORAGE OF MATERIALS:** Upon unit member request, the District shall provide those on leave or on vacation, with suitable storage to ensure, to the extent possible, 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 secure unit members' materials and ordinary personal items through an adequate number of locked cabinets, desks and classrooms on each campus.

Article 9

CLASS SIZE / STUDENT CONTACTS

9.0 Increase the Class Caps by one (1) student, which will also result in an increase daily Total Student Contact Caps, when multiplied out (e.g., cap x total periods taught). Non-compensated class caps remain at the same level as 2002-2003.

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 After school commences in the fall and spring semester, the unit members(s) shall be provided the opportunity for input and discussion prior to the final attempt at leveling classes not to exceed Class Caps or Total Student Contacts (Appendix F). Unit members who volunteer to exceed Class Caps will be considered before a decision is made. The final decision rests with the Principal or Principal’s designee. Total Student Contacts is the sum total of Class Caps for periods taught plus one, excluding classes taught as Non-Compensated Overages classes (see asterisked classes noted in Appendix F).

The District will make every reasonable effort to balance class loads and stay within Class Caps. Leveling of classes shall occur withing fifteen (15) days after the start of the first semester (first quarter for continuation schools) and ten (10) days after the start of the second semester (second, third & 4th quarters for continuation schools). Beginning on the 16th day of the first semester (1st quarter for continuation schools) and the eleventh day of the second semester (second, third & 4th quarters for continuation schools), compensation may be earned at Overage Fee #1 and/or Overage Fee #2. Compensation is paid on a per semester basis (two quarters equal one semester).

Overage Fee #1 is based on exceeding the Class Caps as listed in Appendix F, plus three. Overage Fee #2 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.

SASI enrollment on any given day determines if an overage has occurred. If the caps have been exceeded for three consecutive days, the fee will be earned regardless of whether enrollment falls below the compensated level later in the semester. Overage fees to be paid as follows:

Students	Overage Fee #1 # Over Class Cap + 3	Overage Fee #2 # Over Student Contact Cap
1	\$150.00	\$200.00
2	\$300.00	\$400.00
3	\$450.00	\$600.00
Each additional	\$150.00	\$200.00

Non-compensated Overage Classes are indicated by an asterick (*) 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. A waiver form, Appendix F-2, will be used for this purpose.

- 9.3 The provisions of this article shall not apply to classes maintained during the summer months in the summer session.
- 9.4 The maximum enrollment for those classes in which work stations are necessary as a part of the curriculum shall be limited to the number of work stations available in the classroom. The number and type of work stations shall be determined by the site administrator, or designee, after consultation with the Department Chair.

9.5 Special Day Class (SDC) teachers will have no more than twenty (20) students on a District-wide average in a physical classroom. In other words, the contract will permit individual SDC classrooms to have more than 20 students; however, the District-wide average number of students in SDC classes will not exceed 20.

TMH teachers will have no more than 12.5 students on a District-wide average in a physical classroom. In other words, the contract will permit individual classrooms to have more than 12.5 students; however, the District-wide average number of students in TMH classes will not exceed 12.5 students.

ED teachers will have not more than 13.5 students on a District-wide average in a physical classroom. In other words, the contract will permit individual classrooms to have more than 13.5 students; however, the District-wide average number of students in ED classes will not exceed 13.5 students.

SDD teachers will have no more than 10.5 students on a District-wide average in a physical classroom. In other words, the contract will permit individual classrooms to have more than 10.5 students; however, the District-wide average number of students in SDD classes will not exceed 10.5 students.

9.6 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.

9.7 Data used to determine if Class Caps and/or Total Student Contact Caps have been exceeded shall be made available to the Association or Unit Member upon request.

9.8 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.

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 District-established standards of expected pupil achievement or program results, the techniques and strategies used by the unit member, the unit member's adherence to curricular objectives set forth in the adopted instructional guides; 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 goals and objectives, and his/her other professional responsibilities as an employee of the District.

11.2 DETERMINATION OF GOALS AND OBJECTIVES - Option A

11.2.1 Each unit member shall annually develop an Individual Plan to implement the adopted Instructional Guides for the courses they are to teach which shall include goals and objectives for student achievement. In the event that such a guide has not been adopted by the District the unit member shall be responsible for developing a course outline to include coursework goals and objectives for the year, which will assist in the achievement of District, school, and department goals and objectives that satisfy the state curriculum frameworks. This approved plan to implement the instructional guides, or coursework goals and objectives in those cases where no guides have yet been adopted, shall include a statement affirming the unit member's understanding of the contents of the curriculum and each plan shall address how the course shall be taught, including techniques, strategies, instructional materials, texts, supplementals, and methods for assessment and measurement of pupil achievement and progress.

11.2.2 No later than October 1, each unit member shall submit his/her Individual Plan, Appendix G, regarding the Instructional Guides or coursework goals and objectives to his/her immediate supervisor. On or before October 15, the unit member and the immediate supervisor shall meet to discuss, modify and agree upon the plan or unit member's coursework goals and objectives. Consultation by the unit member and immediate supervisor with the department chairpersons may be considered a part of the

procedure used in reaching agreement on the unit member's approach to implementing the required curriculum and coursework and objectives. Under unusual and extenuating circumstances, the immediate supervisor(s) may grant additional time upon request by the unit member to modify his/her plan for the implementation of the Instructional Guide. 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 goals and objectives. The IIP must be submitted to the administration by November 1st.

11.2.3 In the event the unit member and immediate supervisor are unable to agree on the approach to be taken in the plan and the coursework goals and objectives 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 achieve his/her goals and objectives. To the extent that the evaluator and the unit member disagree on the plan and goals and objectives, 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 meet the stated goals and objectives. After giving consideration to the constraints identified by the unit member, the site principal shall make the final decision on the unit member's coursework goals and objectives for the school year while permitting the unit member the choice as to how these are to be reached.

11.2.4 If, during the course of the evaluation period, circumstances arise which require modification of a unit member's plan and coursework goals and objectives, then the unit member and the evaluator shall meet and mutually agree to any such modifications. Disagreements shall be resolved by the procedure described in Paragraph 11.2.3 of this article.

11.3 **EVALUATION AND ASSESSMENT METHODS B Option A**

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 Certificated Performance 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.

11.3.2 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) 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 directed assistance, 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.

Directed assistance may be provided as determined by the evaluator(s). The unit member may request directed assistance to correct identified deficiencies.

11.3.4 VISITATION PROCEDURE - Option A

11.3.4.1 Each permanent unit member who is a classroom teacher shall receive a minimum of one (1) classroom visitation 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) classroom visitations; 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 visitations 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) days, to discuss the evaluator's observations and the written completion of the District's Classroom Observation Form, Appendix G. The evaluator shall discuss the professional strengths of the unit member, and provide constructive criticism and directed assistance 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 into the Certificated Performance 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 - OPTION A

- October 1 Individual plans for implementation of instructional guides due. Unit members submit coursework goals/objectives to immediate evaluator.
- October 15 Last date for goal-setting conference between unit members and evaluators.
- December 1 Last date for first visitation with temporary unit members.
- March 15 Last date for second visitation with probationary and temporary unit members; last date for visitation with permanent unit members scheduled for evaluation.

The final Certificated Performance 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 EMPLOYEE SELF EVALUATION - OPTION B

11.5.1 INTENT

It is the intent of the Antelope Valley Teachers Association (AVTA) and the Antelope Valley Union High School District (District) to provide an alternative process for unit member evaluation within the District. The self-evaluation program will be offered to all unit members who have rendered two years of successful service and have achieved tenure within the District. Unit members may annually opt for the self-evaluation program, rather than the every other year evaluation program defined as Option A. Unit members who are enrolled in the BTSA program would be eligible to use the IIP (Individual Induction Plan) in their second year of successful involvement in this program. All teachers on special assignment will be evaluated annually using option B for the special assignment. Temporary and probationary unit members would not be eligible for this program.

Teacher on Special Assignment (TSA) is any teacher that has any portion of their assignment outside the classroom excluding those compensated pursuant to Appendix D.

11.5.2 PROGRAM DESCRIPTION

The program of self-assessment for unit members is designed to develop a meaningful alternative to the traditional evaluation process. This program assumes the capability of certificated staff to set meaningful goals to serve as a process of professional growth. Persons who participate in the self-evaluation process must have shown a demonstrated competence in their assignment as confirmed by receiving a satisfactory evaluation in the previous two years under Option A, exhibit a defined philosophy within education, and have met District/site expectations for engaging in professional activities/duties.

11.5.3 PROGRAM COMPONENTS

11.5.3.1 Participation in the self-evaluation program shall be voluntary.

11.5.3.2 Professional development goals shall be based on the California Standards for the Teaching Profession or the National Standards for School Counseling programs or the appropriate professional standards for that unit member.

11.5.3.3 Unit members who declare for the self-evaluation program must do so in writing prior to October 1st of any given contract year.

11.5.3.4 Unit members who declare for the self-evaluation program may not opt out of the program after making their formal declaration after October 1st of the contract year.

11.5.3.5 Unit members in the self-evaluation program:

- Will be assigned an administrator trained in Option B and the appropriate professional standards to monitor the progress of the self-defined goal(s).

- Shall have the right to appeal any concern expressed by the assigned administrator to the site principal. The decision of the principal on issues related to the substance of any evaluation declaration shall be final and shall not be grievable as it relates to substantive issues.

- 11.5.3.6 Unit members shall declare a minimum of two goals reflecting the appropriate professional standards to be explored in depth. Creativity is encouraged in developing personal growth/self-improvement issues within the self-evaluation program.
- 11.5.3.7 Self-assessment plans shall be presented to site assigned administrators at the goals and objectives conference on or before November 1st of the given service year.
- 11.5.3.8 The formative and summative self-assessments for teachers shall be based upon the Descriptions of Practice (DOP) taken from the California Standards from the Teaching Profession.
- 11.5.3.9 Unit members will retain materials that will support progress made in meeting defined goals. Items may include, but are not limited to, unit member logs, student works, sample assignments photographs or videotapes, samples of student assessment, or written reflective works.
- 11.5.3.10 Unit members who elect to include peer coaching as a component of this plan must select a peer coach from those trained in cognitive coaching who can provide effective reflective feedback on the progress being made toward stated goals. Peer coaches and unit members are encouraged to meet and confer a minimum of once per quarter with significant learning included in a reflective log. By the first day of school each year, the District will provide an annually updated list of personnel trained in cognitive coaching.
- 11.5.3.11 At the goals and objectives conference, the unit member and administrator will agree on a schedule for at least three visitations and at least two progress reviews that will take place during the school year. Visitations will focus on components of the unit members self declared goals as they impact or relate to students and/or student learning. Increased dialog is encouraged in pre and post conference activities allowing for substantive exploration of defined goal statements.
- 11.5.3.12 A year end summary shall be prepared and submitted by the unit member to the assigned administrator/evaluator no less than 30 days before the last day of school for the given contract year. During an exit interview, the administrator will sign the document indicating acknowledgment of the stated summary and of their participation in final reflective analysis. The administrator may choose to attach a written response.
- 11.5.3.13 All summative documents shall be placed in the employee's personnel file.
- 11.5.3.14 Unit members must annually declare for inclusion in the self-evaluation program (Option B). The evaluating administrator must concur with the unit member's declaration for continuing involvement.

11.5.4 **PROGRAM EVALUATION**

The unit member self-evaluation program shall be evaluated at the end of the first and second years of implementation. A composite committee appointed by the district and AVTA shall meet and confer to review all program components. Committee recommendations for modifications to any component or feature shall be forwarded to the office of the superintendent and the AVTA.

- 11.6 Unit members shall not evaluate any unit member.
- 11.7 The guidance counselor-counselee relationship shall be considered privileged and private in the evaluation procedures for guidance counselors.
- 11.8 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.
- 11.9 The District agrees to adhere to Board Policy 6144 (Controversial Issues, dated November 13, 1990) during the life of the Agreement.
- 11.10 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.
- 11.11 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.
- 11.12 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.
- 11.13 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 annually adopted goals and objectives.
- 11.14 At the completion of each observation the evaluator shall use the Classroom Evaluation Form (Appendix G). The year-end evaluation shall be on the Certificated Performance Evaluation Form (Appendix G).

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 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/Temporary Contract. The employee will have only those rights afforded other temporary employees.
- 15.0.2 Once the Intern has completed the first full year (at least 75%) as an Intern/Temporary employee, the Intern will be offered the Intern/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

16.1 DISTRICT PARTICIPATION IN THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM

16.1.1 The District shall participate in the BTSA Program as authorized by Education Code Section 44279.1 – 44279.7. Participation will be to the extent that separate and distinct funds are provided by the State of California. Participation may be curtailed, reduced or limited to enabling program legislation and funds provided for the BTSA Program.

16.1.2 FUNDING

16.1.2.1 This program shall be implemented only to the extent that special funding from the State is provided. It is understood the funding shall include the mentor stipend, release-time costs, administrative costs and all other costs created by the Mentor Program. If the funding is decreased at any time during the life of the program, the program will be decreased proportionally.

16.1.3 SELECTION COMMITTEE

16.1.3.1 The nominees for BTSA Support Providers shall be screened by a selection committee composed of the certificated bargaining unit members and members of the administration.

16.1.3.2 The selection committee will be composed of seven (7) members with at least four (4) of them being certificated bargaining unit members.

16.1.3.3 The certificated bargaining unit members shall select the certificated bargaining unit selection committee members by a secret ballot election to be conducted by the Association. The selection committee will be composed of a single representative from four (4) school sites. The four (4) school sites will be determined alphabetically, rotated each year by descending alphabetical order. For example: committee representatives will be from the following sites – Year 1: Antelope Valley, Desert Winds, Highland, Lancaster; Year 2: Desert Winds, Highland, Lancaster, Littlerock; Year 3: Highland Lancaster, Littlerock, Palmdale.

16.1.3.4 The administrators who will serve on the committee will be selected in accordance with applicable law.

16.1.3.5 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.

16.1.3.6 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.

16.1.3.7 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.

16.1.3.8 The selection committee shall seek applications for the BTSA Support Provider from the eligible certificated employees.

16.1.3.9 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.

16.1.4 APPLICATIONS AND SELECTION OF SUPPORT PROVIDERS

16.1.4.1 Applications will be made using forms developed for this purpose. The committee will make them available at each school site and on the network.

16.1.4.2 Written applications for BTSA Support Providers shall be submitted to the selection committee at least one week prior to interviews.

16.1.4.3 The selection committee shall choose nominees by a majority vote for recommendation to the Board of Trustees.

16.1.4.4 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.

16.1.4.5 The Board of Trustees will select BTSA Support Providers for the following year by the first Board meeting in June of each year.

16.1.4.6 The Board of Trustees shall consider for BTSA Support Providers only those who are recommended by the selection committee through the procedures set forth in this Article.

16.1.4.7 The Board of Trustees may reject any recommended nominee.

16.1.4.8 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.

16.1.4.9 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 BTSA Program.

16.1.4.10 Methods of indirect observation, such as taping or videotaping, shall not be used except with the express written consent of the applicant.

16.1.4.11 All certificated employees who meet the minimum qualifications (16.1.5) are eligible for designation as a BTSA 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.

- 16.1.4.12 All documents required shall be submitted to the Selection Committee Chair on or before the established deadline.

16.1.5 MINIMUM QUALIFICATIONS FOR A BTSA Support Provider

To be eligible to be a BTSA Support Provider, an applicant must:

- 16.1.5.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as a BTSA Support Provider.
- 16.1.5.2 Have at least three (3) years of teaching experience within the last six (6) years.
- 16.1.5.3 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.
- 16.1.5.4 Agree to complete the California Formative Assessment and Support System for Teachers (CFASST) training throughout the year. Failure to complete this training will result in dismissal from the program.

16.1.6 TERM OF SERVICE, HOURS AND COMPENSATION OF BTSA SUPPORT PROVIDERS

- 16.1.6.1 Each employee designated by the Board of Trustees, as a BTSA Support Provider shall work the regular workday of other unit members. However, BTSA Support Providers shall perform up to the equivalent of seventy (70) hours per assigned BTSA Participant in excess of the regular work year in addition to any release time provided. This includes a total of 35 hours of training time. All services for the regular workday and regular work year shall be mutually determined by the BTSA Support Provider and the BTSA Program Administrator.
- 16.1.6.2 In addition to the regular annual salary and all other benefits provided by this contract, BTSA Support Providers shall be compensated at a rate established by annual State funding. Stipends shall be reduced in pro rata fashion for service less than the contract year.
- 16.1.6.3 In addition to non-instructional time (such as conference/preparation periods) *BTSA Support Providers* may be granted release time for the

purpose of assisting BTSA Participants as well as Staff and Curriculum Development.

- 16.1.6.4 The BTSA Support Provider shall serve for a term of three years. Upon completion BTSA 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.
- 16.1.6.5 A BTSA 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.
- 16.1.6.6 The selection committee dates of service are established as:
 - 16.1.6.6.1 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.
 - 16.1.6.6.2 The selection committee receives, reviews, and selects nominees prior to May 31.
 - 16.1.6.6.3 The Board of Trustees selects BTSA Support Providers by the first Board meeting in June.
 - 16.1.6.6.4 The BTSA Support Provider begins service on July 1st of the year of service and remains in the program until June 30th in the year the term expires.
- 16.1.7 DUTIES OF THE BTSA SUPPORT PROVIDER

The BTSA Support Provider:

 - 16.1.7.1 May provide staff development for teachers and others at a school.
 - 16.1.7.2 May provide District-wide staff development.
 - 16.1.7.3 Shall be supervised by the BTSA Program Administrator.
 - 16.1.7.4 Shall keep a log on the appropriate form, which will be turned in to the program director before the completion forms shall be signed.
 - 16.1.7.5 Shall develop a sustaining and thoughtful mentoring relationship with each BTSA Participant, characterized by openness, sharing, and reflection.
 - 16.1.7.6 Shall maintain confidentiality and discretion about BTSA Participants. Establishing trust is a primary requirement. This is a non-evaluative project.
 - 16.1.7.7 Shall provide appropriate individualized assistance and support for each BTSA Participant assigned. Shall develop goals with each BTSA Participant with the use of the Individual Induction Plan (IIP) and other CFASST assessment components. Shall assist the teacher in making periodic adjustments to the IIP 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 BTSA Participants to implement local BTSA

Program activities, including support, professional development and CFASST, as set out in the program design.

- 16.1.7.8 Shall provide on-site support to the BTSA Participants by providing guidance, assistance, and information that builds on pre-service education and leads the BTSA Participant to effective professional practice.
 - 16.1.7.9 Shall collaborate with AVUHSD LTT Advisory Team and other support-provider teachers to help improve the BTSA Program.
 - 16.1.7.10 Shall participate in all professional development activities for support providers.
 - 16.1.7.11 Shall attend all CFASST Training, and additional BTSA training not to exceed 5 days throughout each school year. This will be counted toward the 70 hours per BTSA Participant if outside the regular workday and done in a non-paid or non-release time status. Failure to complete this training will result in dismissal from the program.
 - 16.1.7.12 Shall attend all BTSA Support Provider meetings and the Beginning Teacher Orientation in August.
 - 16.1.7.13 May utilize 9 release days for the BTSA Program.
 - 16.1.7.14 Shall meet informally a minimum of once per week with BTSA Participants and formally at least once a month with BTSA Participants.
 - 16.1.7.15 Shall confer with experienced colleagues and local school teacher as appropriate to assist with BTSA Participant support.
 - 16.1.7.16 Shall participate in the program evaluation process.
 - 16.1.7.17 Shall comply with BTSA Program reporting procedures.
 - 16.1.7.18 Shall have no authority over any other teacher by virtue of his/her position as a Support Provider.
 - 16.1.7.19 Shall not perform any administrative duties.
- 16.1.8 GENERAL PROVISIONS FOR SUPPORT PROVIDERS
- 16.1.8.1 No expense required by the operation of this program shall be budgeted or charged to the general fund.
 - 16.1.8.2 All release time required or otherwise provided by the operation of the BTSA Program shall be covered by certificated personnel or administrative budget.
 - 16.1.8.3 Use of program funds will include release time, travel, supplies, conference attendance, as well as other appropriate expenditures.
 - 16.1.8.4 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 BTSA

Program Administrator must approve this time. Such time shall be purchased at the regular substitute rate.

- 16.1.8.5 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.
- 16.1.8.5 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.
- 16.1.8.6 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.
- 16.1.8.7 Support Providers may be terminated from the BTSA Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.1.8.8 A Support Provider may resign from the BTSA Program by mutual agreement between the Support Provider and the BTSA Program Administrator.
- 16.1.8.9 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 BTSA Program Administrator and Support Provider will meet at mutually agreeable times for evaluation purposes.
- 16.1.8.10 The BTSA Program Administrator shall be responsible for the annual evaluation of Support Providers.
- 16.1.8.11 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.
- 16.1.8.12 The BTSA Program shall not affect transfer and reassignment rights and obligations.
- 16.1.8.13 The Support Provider is expected to perform services throughout the school year, he/she shall receive one-quarter (1/4) of the stipend payment according to the quarterly payment schedule determined by Business Services.

16.2 PEER COACHES FOR THE PRE-INTERN AND INTERN PROGRAM

16.2.1 APPLICATIONS AND SELECTION OF PEER COACHES

- 16.2.1.1 Applications will be made using forms developed for this purpose and will be available at each school site and on the network.
- 16.2.1.2 Written applications for Peer Coaches shall be submitted to the site Peer Coach selection panel at least one week prior to the interviews.

- 16.2.1.3 The site selection panel shall establish a Peer Coach pool at each site to accommodate present and future identified Pre-Interns.
- 16.2.1.4 Each site Peer Coach selection panel will establish a process timeline for selecting Peer Coaches.

16.2.2 MINIMUM QUALIFICATIONS FOR A PEER COACH

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

- 16.2.2.1 Be a credentialed member of the bargaining unit with permanent status at the time of assumption of duties as a Peer Coach.
- 16.2.2.2 Have at least three (3) years of teaching experience within the last six (6) years.
- 16.2.2.3 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.

16.2.3 DUTIES OF THE PEER COACH

The Peer Coach:

- 16.2.3.1 Shall provide ongoing formal and informal support and assistance for 1-3 (maximum) Pre-Interns.
- 16.2.3.2 Shall attend District Peer Coaching training 2 release days annually.
- 16.2.3.3 Shall meet weekly with assigned Pre-Intern(s). Group meetings are acceptable.
- 16.2.3.4 Shall assist Pre-Intern(s) in the development of an Individual Instruction Plan (for completion of the subject area requirement).
- 16.2.3.5 Shall complete a minimum of one classroom observation of each assigned Pre-Intern, quarterly.
- 16.2.3.6 Shall provide information to and engagement in reflective conversations with assigned Pre-Interns.
- 16.2.3.7 Shall have not authority over any other teacher by virtue of his/her position as a Peer Coach.
- 16.2.3.8 Shall not perform any administrative duties.

16.2.4 GENERAL PROVISIONS FOR THE PEER COACH

- 16.2.4.1 In no event shall Peer Coaches 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 Peer Coach while assisting another

unit member, be used by that unit member's evaluator in his/her evaluation, any hearing or any other disciplinary action.

- 16.2.4.2 Peer 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 Peer Coach be exempted from liability to layoff.
- 16.2.4.3 Arrangements for release time for Peer 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.
- 16.2.4.4 Peer Coaches maybe be terminated from the Pre-Intern Program for unsatisfactory service at any time. Pay will be prorated based on services rendered.
- 16.2.4.5 If a Peer Coach is terminated, he/she may appeal to the Peer Coach selection panel.
- 16.2.4.6 Compensation shall be \$1,000 annually per Pre-Intern, with responsibility for maximum of 3 Pre-Interns.
- 16.2.4.7 Peer Coaches will determine the number of Pre-Interns they will support up to the maximum.

16.2.5 PROVISIONS FOR PEER COACHES WORKING WITH INTERNS

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

16.3 PEER ASSISTANCE AND REVIEW PROGRAM

It is the intent of the Antelope Valley Union High School District (District) and the Antelope Valley Teachers Association (Association) to establish a Teacher Peer Assistance and Review Program (PAR) to allow exemplary teachers to assist teachers in need of development in subject matter knowledge and/or teaching strategies. The District and the Association believe that it is imperative that the District's teachers provide the highest possible quality of education. Teachers recommended to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the implementation and operation of a program in order to improve the quality of instruction of the children of the District.

Between July 1, 1999 and June 30, 2000, the District shall notify the State Superintendent of Education that it plans to implement the Peer Assistance and Review Program pursuant to AB1 on July 1, 2000. Effective July 1, 2000, the District shall implement the PAR Program (the Program) as follows:

16.3.1 The Joint Review Panel

- 16.3.1.1 Composition and Selection The Joint Review Panel shall consist of seven (7) members. The majority of the Joint Review Panel shall be composed of certificated classroom teachers. Teacher members of the Joint Review Panel will include the AVTA President, or designee, and three (3) members selected by the Association. The remainder of the Joint Review Panel shall be composed of administrators chosen to serve on the Joint Review Panel by the Superintendent [Ed Code 44502(b)]. Selection of the teacher seats on the Joint Review Panel shall take place between April 1st and May 15th of the school year preceding the year in which a vacancy occurs.
- 16.3.1.2 Terms of Office Two (2) of the initial teacher Joint Review Panel members shall serve a term of 3 years and one will serve a term of two (2) years. Thereafter, each teacher Joint Review panel member shall serve for a term of three (3) years. Once a Joint Review Panel member has served a full term they must take a year off before serving again. For the first year, teacher Joint Review Panel members will draw lots to see who will serve the three-year term and who will serve the two-year term.
- 16.3.1.3 Vacancies If any one of the original teachers selected cannot complete their term AVTA will select a new teacher panel member within 30 days. If one of the original teacher Joint Review Panel members cannot complete their term the alternate will finish the unfilled term. Administrative positions will be filled with a new appointee within 30 days.
- 16.3.1.4 Schedule of Meetings The Joint Review Panel shall establish its own meeting schedule. To hold meetings, all five members of the Joint Review Panel must be present. Such meetings shall take place during the regular teacher workday and substitutes will be provided. Teachers who are member of the Joint Review panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. For meetings outside the contract day or year, teacher Joint Review Panel members shall be compensated at the contractual hourly rate (Appendix D, 6.2).
- 16.3.1.5 Training All members must complete training offered by the District in the PAR process. Should the training occur outside the normal workday teachers will be compensated at the contractual hourly rate (Appendix D, 6.2).
- 16.3.2 Joint Review Panel Responsibilities

The Joint Review Panel shall be responsible for:

- Establish its own rules of procedure and operation.
- Selecting Consulting Teachers.
- Providing annual training for the Joint Review Panel members.
- Selecting trainers and/or training providers.
- Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- Sending written notification of participation in the Peer Assistance and Review Programs to the participating teacher, the Consulting Teacher, and the site principal.
- Making available the name of Consulting Teachers for selection by the participating teacher.
- Developing recommendations for staff development activities within the State Peer Assistance and Review Program funding guidelines.

- Adopting Rules and Procedures, either by consensus or majority vote, to effect the provisions of this Article. The Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - Distributing a copy of the adopted Rules and Procedures to all bargaining unit members and administrators during the month of September of each school year.
 - Establishing a procedure for application as a Consulting Teacher.
 - Establishing a Consulting Teacher Application
 - Determining the number of Consulting Teachers in any school year based upon participation in the program, the budget available and other relevant considerations.
 - Supervising Consulting Teachers
 - Reviewing the final report prepared by the Consulting Teacher and making written recommendations to the Governing Board regarding the referred participating teacher's progress in the program.
 - Evaluating annually the impact of the Peer Assistance and Review program in order to improve the program.
 - Submitting written recommendations to the Board regarding improvement of the program.
 - The Joint Review Panel will review the disbursement of all funds generated by PAR.
 - The Joint Review Panel will make written recommendations to the Board of Trustees regarding the disbursement of all funds generated by PAR.
- 16.3.2.1 Confidentiality All materials related to evaluators, reports and other personnel matters, which are created, or reviewed by the Joint Review Panel pursuant to the Program, shall be strictly confidential. Therefore, Joint Review Panel members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions [Ed Code 44500(7), 44662(d)]: In the case of Involuntary Participants, the site administrator will, after completing his/her evaluation, receive and use peer review reports prepared by Consulting Teachers, recommendations prepared by the Joint Review Panel and/or overall assessments of participation in the Program as part of subsequent performance evaluations of an Involuntary Participant and in connection with employment decisions relating to the participant.
- 16.3.2.2 Indemnity The District agrees to indemnify and hold harmless and provide a defense to the Association, any Consulting Teacher, and any Association-selected members' of the Joint Review Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Associations or its selected-members participation in Peer Assistance and Review program. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code.
- 16.3.2.3 Non-Management/Supervisory Status
Functions performed by teacher Joint Review Panel members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision (g) or (m) of section 3540.1 of the Government Code.

- 16.3.2.4 It is agreed that PAR funds in excess of those needed for the PAR Program may be used in order to fund BTSA, Intern and Pre-Intern programs for beginning teachers.
- 16.3.3 Consulting Teachers A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications [Ed Code 44502(c)].
- 16.3.3.1 Duties Consulting Teachers shall provide assistance to Participating Teachers pursuant to the Program.
- 16.3.3.2 Qualifications
- Credentialed classroom teacher with permanent status.
 - Substantial recent experience in classroom instruction which shall be not less than 5 years in the last 7 (unless waived by the Joint Review Panel).
 - Demonstrated exemplary teaching ability, including satisfactory evaluations for the last 2 evaluation periods.
 - Effective oral and written communication skills.
 - Mastery of a range of teaching strategies to meet the needs of pupils in different contexts.
 - Ability to work cooperatively and effectively with others.
- 16.3.3.3 Posting In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office pursuant to provision 6.2.1. For 2000 only, the posting shall be posted for twenty (20) workdays.
- 16.3.3.4 Application Candidates for Consulting Teacher shall apply to the Joint Review Panel. The Joint Review Panel may consult in confidence with the applicant's site administrator, past or present, concerning the experience required by this Article. The Joint Review Panel will determine from its review of applications which candidates to interview. One or more Joint Review Panel members will arrange with the applicant and site administrator to observe the applicant's instructional performance in the classroom. All applications and references shall be treated with confidentiality.
- 16.3.3.5 Selection Consulting Teachers shall be selected by a majority vote of the Joint Review Panel.
- 16.3.3.6 Term of Assignment A Consulting Teacher shall be appointed for and agree to accept a non-renewable three-year term. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full or part-time basis, depending on need and funding for the program. During the three-year term, Consulting Teachers shall continue to perform adjunct duties and committee assignments. Once a Consulting Teacher has served their full term they must take a year off before serving again.
- 16.3.3.7 Training Consulting Teachers will be trained in specific functions of PAR, California Standards for the Teaching Profession, peer coaching and clinical supervision. Consulting Teachers will receive the hourly rate for training outside the contract day or year.

- 16.3.3.8 Consulting Teacher Review The Joint Review Panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The Joint Review Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the program, inadequate performance or other just cause. Prior to the effective date of such removal, the Joint Review Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
- 16.3.3.9 Compensation The Consulting Teacher shall have 1 release period for every 3 teachers of portion there of. The Consulting Teacher will receive a stipend of 1% of the Consulting Teacher's base salary for each release period.
- 16.3.3.10 Return to Regular Assignment Upon completion of his or her service as a full time released Consulting Teacher; a teacher shall be returned to their prior regular assignment unless agreed to by the unit member and the site Administrator in accordance with this Article and Agreement.
- 16.3.3.11 Extent of Duties Consulting Teachers shall have responsibility for no more than 15 Participating Teacher (per full time release) at any one time. Each Referred Participating Teacher shall receive no fewer than 20 hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher. Consulting Teachers will prepare necessary reports for the Joint Review Panel.
- 16.3.3.12 Indemnity The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
- 16.3.3.13 Non-Management/Supervisory Status Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined in subdivision (g) and (m) of section 3540.1 of the Government Code.

16.3.4 Peer Assistance and Review Process

Any certificated employee who receives an unsatisfactory on an evaluation shall participate in the Peer Assistance and Review Process. Unsatisfactory means the employee does not meet district standards as reflected on the Professional Evaluation Report. The site administrator shall forward the names of all such employees within ten (10) workdays to the Joint Review Panel.

Any employee who wishes to voluntarily apply to Peer Assistance and Review must write a letter requesting admission, as well as a rationale for entering the program. This letter will be submitted to the Joint Review Panel by May 15th for consideration for the following school year. Acceptance into the voluntary program is based on availability.

- 16.3.4.1 Preparation of Assistance Plan The Peer Assistance Review Program encourages a cooperative relationship between the Consulting Teacher,

Participating Teacher, and the Principal with respect to the process of Peer Assistance and Review. As soon as possible after referral and assignment, the Consulting Teacher, Participating Teacher, and site administrator will meet to review the Participating Teacher's performance evaluation and recommendations for improvement, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of PAR. The Assistance Plan shall be limited to addressing those areas of performance set forth as unsatisfactory in the performance evaluation. The Assistance Plan will be submitted to the Joint Review Panel for final review and approval.

16.3.4.2 Classroom Observations The Assistance Plan will include a schedule of formal and informal observations of the Participating Teacher by the Consulting Teacher. If the Participating Teacher and the site administrator agree, the formal observation by the site administrator may be waived. The Consulting Teacher shall have both pre-observation and post-observation conferences with the Participating Teacher for formal observations.

16.3.4.3 Staff Development The Assistance Plan may require the Participating Teacher to attend identified staff development provided by the district. Compensation shall be in accordance with Article 3 of the Certificated Bargaining Unit Contract.

16.3.4.4 Progress Reports

16.3.4.4.1 Involuntary Participating At least once every three months, the Consulting Teacher will discuss with the Participating Teacher his/her assessment of the Participating Teacher's participation in the program and progress toward improvement. At least once every three months, the Consulting Teacher will prepare the Joint Review Panel's written report of the Participating Teacher's participation in the program and the progress toward improvement. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan should be continued, whether the plan needs revision or whether the plan needs to be extended beyond its original projected term. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Review Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Participating Teacher may take up to five (5) workdays to submit their written response to the Consulting Teacher. The response will be included with the report given to the Joint Review Panel. In addition to the above reports, the Consulting Teacher shall confer regularly with the Participating Teacher's evaluating administrator.

16.3.4.4.2 Voluntary Participants The Consulting Teacher and the Participating Teacher shall meet for the purpose of assessing the Participating Teacher's participation in the program and progress toward improvement. The Participating Teacher and Consulting Teacher may adopt the above assessment process and schedule or determine their own process and time line.

- 16.3.4.5 Final Report At the end of the school year, or at a later date specified in the Assistance Plan, the Consulting Teacher shall make a written final report to the Joint Review Panel, the Participating Teacher, and, if the Participating Teacher has been assigned to the Program involuntarily, to the site administrator who served as evaluator. A copy of the final report will be included in the Participating Teacher's personnel file after he or she has had an opportunity for review and comment. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a Participating Teacher who has been assigned to the Program involuntarily, shall be considered by the site administrator after he/she has completed their evaluation. In the case of a voluntary participant, the final report may be considered by the site administrator in preparing an evaluation document or proposing any personnel action only at the Participating Teacher's request. The Joint Review Panel shall forward the final report to the Governing Board with a recommendation as to whether or not the participant has demonstrated satisfactory improvement in the program.
- 16.3.4.5 Consulting Teacher Change At the request of a Participating Teacher or the Consulting Teacher, the Joint Review Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
- 16.3.5 Miscellaneous
- 16.3.5.1 The District and Association agree that nothing herein shall modify or in any manner affect the rights of the District to employ, classify, retain, non re-elect, or evaluate certificated employees, or to issue notices of unsatisfactory performance and/or unprofessional conduct or to terminate certificated employees, pursuant to the Education Code or this agreement.
- 16.3.5.2 The District and Association agree that nothing herein shall modify or be construed to modify, or in any manner affect the due process rights of the certificated employees to be employed, evaluated, and terminated pursuant to the requirements of the Education Code and this Agreement.

- 16.3.5.3 It is the intent of the District and Association that this Article remain in effect for as long as specific funds for the program are made available by the State. If State funding for the program is eliminated, this Article shall expire and have no force or effect without the need for further action by either party. The District shall notify the Association in writing if the Program has been eliminated.
- 16.3.5.4 The District and Association agree that this article shall be reopened if either the Education Code or the state's implementation guidelines or regulations pertaining to this program are modified in any manner that would adversely impact a term of this Article.

Article 17
PROGRAM FOR PROFESSIONAL GROWTH

- 17.0 This Article applies only to those members of the bargaining unit who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential. The parties recognize and agree that the maintenance of required credentials is an inherent professional responsibility of all certificated employees. In those instances wherein credentials are not maintained, the unit member shall not be permitted to perform teaching services until the credential issue is resolved.
- 17.1 The District's Professional Growth Program shall comply with the California Professional Growth Manual published by the Commission on Teacher Credentialing. The manual shall be provided to all bargaining unit members affected thereby. The detailed terms of the manual shall govern the operation of the Professional Growth Program. Set forth below in summary fashion is a brief description of the program. Unit members are referred to the manual for a more detailed description of the program and the responsibilities of the District and unit members with respect to the program.
- 17.2 Those members of the bargaining unit to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:
- 17.2.1 Courses from a regionally accredited college or university.
 - 17.2.2 Participation in professional conferences, workshops or lectures by persons of expertise in education.
 - 17.2.3 Teacher Education/Computer Center, Teacher Center, staff development or similar educationally focused institutions.
 - 17.2.4 Service as a Mentor Teacher.
 - 17.2.5 Participation in curriculum development projects.
 - 17.2.6 Participation in systematic programs of observation and analysis of teachers.
 - 17.2.7 Service in a leadership role in a professional organization.
 - 17.2.8 Participation in educational research or innovation efforts.
 - 17.2.9 Creative endeavors in areas such as TV, music or art.
 - 17.2.10 Publication of professional articles in professional journals.
 - 17.2.11 Travel related to teaching area and credential area.
 - 17.2.12 Participation as an exchange teacher.
 - 17.2.13 Participation in a speaker's bureau or on talk shows on education related topics.
 - 26.1.14 Membership on state or local education related committees.
 - 17.2.15 Service as a master teacher for student teachers.

- 17.2.16 Staff development meeting called by bargaining unit member's immediate supervisor or other administrator.
- 17.3 A clock hour is determined by the actual time spent in the activity with the following exceptions: for courses taken from an accredited college or university, each semester unit shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.
- 17.4 Prior to beginning an activity, which could accumulate clock hours, the member of the bargaining unit shall submit the proposed activity to his/her appropriate professional growth advisor. Within five (5) working days, the appropriate professional growth advisor shall indicate in writing his/her approval or disapproval of the proposed plan for accumulation of clock hours. If the member of the bargaining unit desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed for prior approval.
- 17.5 Upon completion of the activity, the member of the bargaining unit shall submit to his/her appropriate professional growth advisor a form which contains the following information: type of activity engaged in, dates of the activity and the number of clock hours spent in the activity. The appropriate professional growth advisor shall sign the form and submit it to the District Personnel Services Office with a copy of the signed form to the member of the bargaining unit. This shall constitute the necessary verification that the member of the bargaining unit has completed the number of clock hours specified on the form.

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.

18.5 Summer School teachers for severe special education programs, including specifically ED, SDD, TMH, and DHH classes, will be entitled to receive their hourly per diem rate for the hours they teach during summer school until they are no longer employed by the District or they are no longer teaching within their credential in any of the special education courses identified above, whichever occurs first, if each of the following conditions are met:

1. The teachers were previously employed by LACOE and became District employees when the District assumed responsibility for specific severe special education programs (on or about July 1, 2000, 2001, and 2002);
2. The teachers were credentialed to teach, and did teach, ED, SDD, TMH, or DHH classes when they became District employees;
3. The teachers currently are teaching for the District within their credential in one of the severe special education programs identified above, and
4. The teachers have continuously taught in the severe special education programs and within their credentials while employed with the District.

Any break from teaching with their credential or within one of the severe special education programs identified herein forfeits the teacher's right to receive their hourly per diem rate for summer school in the future. In other words, if the teacher is teaching during either summer school or the regular school year the teacher must teach within their credential and within one of the severe special education programs identified herein to maintain eligibility to receive their hourly per diem rate during summer school. If a teacher chooses not to teach during a summer, the teacher does not automatically forfeit their right to receive their hourly per diem for the next summer school year.

All other special education teachers will receive the summer hourly rate as currently negotiated.

For each day worked, all summer school severe special education teachers will receive one additional hour at their effective hourly rate above the schedule class time.

The District will schedule summer school classes.

AVTA agrees to withdraw its unfair labor practice related to special education teachers work year and payment.

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-initiated educational reorganization may improve effective professional practice of educators and make the learning process more effective. Reorganization proposals developed by site staff may better address student demographics, focus on specific site educational challenges, and better serve student needs than current practice allows. Accordingly, in order to provide for a process that encourages and develops the implementation of site-based educational reorganization in the District, the parties agree as follows:
- 21.1 The Joint Reorganizational Council (JRC) is formed to review proposals developed by the certificated staff of the high school sites. The Council shall be composed of six (6) members of whom 50 percent will be appointed by the Association and 50 percent by the District.
- 21.2 The *purpose of the JRC is to study* proposals for their alignment with Collective Bargaining Agreements in the District, School Board Policy, Education Code, Federal Law, other laws, regulations, and agreements. The JRC may recommend waivers of law, regulations, School Board Policy, or the Collective Bargaining Agreement of the parties if the proposals possess true educational merit.
- 21.3 The process by which a site-based proposal is approved by the JRC includes several steps that must be completed before a recommendation can be considered. These things must be present before a JRC meeting addresses a proposal:
- A formal, written document that addresses specific educational needs identified by the certificated staff at the site.
 - The proposal must contain a history and background, and provide corroborating evidence that other educational alternatives addressing the situation within the current system have been tried and were unsuccessful.
 - A specific action plan must be presented that addresses the particular need cited, proposing specific changes that will improve student learning and provide a remedy based on sound educational practice and/or theory.
 - The plan must include and identify the specific criteria which the proposal will be assessed and judged a success.
 - Evidence of significant staff support for the proposal must include a record of staff dialogue on the issue in department and whole-staff meetings, a vote on the proposal, and a description of the voting process.
- 21.4 First time proposals will be required to present a status report to the JRC on a yearly basis, or sooner as determined by the JRC, providing evidence that justifies continuing the waiver and evidence of continued staff support. This report will be made at a JRC meeting in February of each year, unless another timeline is arranged. At a minimum, proposals will be reviewed on a yearly basis into the third year. At that point, if the JRC determines the proposal of on-going merit, the review will be made every other year. If, at any time, the JRC determines that a proposal is failing to meet the expected criteria or has lost significant staff support, the reorganizational waiver will be revoked and the educational process at that campus will return to previous practice.
- 21.5 Proposals to the JRC must be made in a timely and thorough manner. Those affecting the semester beginning in September must be presented in the preceding April; those affecting the semester starting in January must present proposals in the previous November. Those sites on a year-round schedule may consult the JRC as to when best to present their proposals. School sites that wish to review a potential proposal with the

JRC may do so at the invitation and the discretion of the Council at one of its regular meetings. The JRC reserves the right to waive these timelines.

21.6 Approval of the JRC can only be achieved by the consensus vote or all on the Council. If a proposal falls short on consensus, specific direction will be provided by the JRC as to what remedy is in order to improve the proposal, if the site wishes to bring it to the JRC again.

21.7 If the JRC recommends a waiver and a proposal is approved, it shall be submitted, in writing, to the parties, and if approved by the Association and the District, the waiver shall be considered an Addendum to the Collective Bargaining Agreement for a specific period of time at a specific work site. Any Association dispute as to its violation, interpretation, or application will constitute a grievance within the meaning of the Grievance Procedure Article in this Agreement. Generally, waivers apply only to a certain work site as part of an educational reorganization proposal.

21.8 Members serving on the Joint Reorganizational Council shall receive release time or their hourly rate of pay for time served on the JRC.

21.9 The JRC must maintain a record of proposals received and actions taken.

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. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties, however, when such meetings are 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.

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 unit member 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 - Arbitration

23.2.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level II, 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.

Subsequent to a grievant's request for arbitration and prior to submission of the grievance to arbitration, the Association and the District may mutually request the services of a State Mediator to assist the parties in resolving the grievance. 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.

23.2.3.2 As soon as possible and in any event not later than ten (10) working 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:

Howard Block	John Perone
Emily Maloney	Benjamin Aaron
Edgar A. Jones, Jr.	Thomas Roberts
Luis Zigman	

23.2.3.3 The Association and the District shall select the arbitrator from the list by 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.

23.2.3.4 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.

23.2.3.5 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.

23.2.3.6 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 16, Work Stoppage; and Article 17, 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 numerated 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 19.0.1 and/or Section 19.0.2 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 19.0.1 and/or Section 19.0.2 shall be provided to the Assistant Superintendent B 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. As of 2003-2004, printed copies will no longer be available.
- 26.7 The Association may purchase up to three (3) hours of teaching duty time per day for its President to conduct Association business within the District. The amount and time for this release from duty shall be mutually agreed to between the District and the Association President. The Association shall reimburse the District for actual costs associated with such leave, with an understanding that the costs for health and welfare benefits shall be paid by the District as set forth in this Agreement. The District agrees to grant 3 release periods for the President of AVTA to conduct Association business within the District.

Article 27

ORGANIZATIONAL MEMBERSHIP DUES AND OTHER PAYROLL DEDUCTIONS

- 27.0 Any unit member who is a member of the AVTA/CTA/NEA, or who has applied for membership, may sign and 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. Any unit member who is a member of the Association or who becomes a member shall maintain such membership for the duration of this Agreement.
- 27.1 Any unit member who is not a member of the AVTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 27.0 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 27.0, the Association shall so inform the District, and the District shall immediately begin automatic deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 27.0 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. The Agency shop provision in this article became effective July 1, 1993.
- 27.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support AVTA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor, organizations or charitable funds exempt from taxation under Section 501 (C)(33) of Title 26 of the Internal Revenue Code:
1. Foundation to Assist California Teachers
 2. United Way (Antelope Valley Union High School District Foundation)
 3. American Heart Association
 4. American Cancer Society
- Such payment shall be made on or before October 1 of each school year.
- 27.3 Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 27.2, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of paragraphs 27.1 and 27.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.
- 27.4 Any unit member making payments as set forth in paragraphs 27.2 and 27.3 above, and who request that the grievance or arbitration provisions of this Agreement be used on his or her behalf,

shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

- 27.5 With respect to all sums deducted by the District pursuant to paragraphs 27.0 and 27.1 above, whether for membership dues or agency fees, 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 or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 27.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 27.7 Unit members paying either their Association dues or a fair share fee by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.
- 27.8 The Association and the District hereby agree as follows:
- 27.8.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
 - 27.8.2 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.
- 27.9 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 any other plans or programs approved by the District.
- 27.10 AVTA to pay California Federation of Teachers/AFT dues for those unit members who join AVTA/CTA/NEA (not fee payers) and who furnish proof of CFT/AFT membership for 1991-92, 1990-91 and 1989-90.

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:
- 28.1 Maintenance of District-paid employee health and welfare benefits through September 30th of the year in which the layoff action is taken.
 - 28.2 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.
- 28.3 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, deliver six (6) copies to each site and ten (10) copies to the AVTA/CTA office. Copies will also be provided to new teachers upon execution of the teacher's contract. 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. The District agrees to bring to the Board during the 1998-99 school year updated non-discrimination Board Policy language proposed by the Association.
- 31.4 All bargaining unit members requesting release from their contract in writing shall be released upon the District finding a suitable replacement.
- 31.5 The District shall provide new unit members with Antelope Valley Teachers Association member information and membership enrollment forms, and a copy of the current Collective Bargaining Agreement, 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

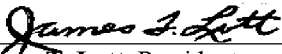
- 33.0 Any individual contract between the District and any unit member shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If a unit member's contract contains any language inconsistent with this Agreement, this Agreement, during its 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 supersede 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, 2006. 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 at its 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

ANTELOPE VALLEY TEACHERS
ASSOCIATION CTA/NEA



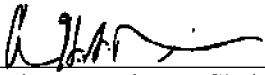
James T. Lott, President
Board of Trustees

Gary Roberts, President
A. V. Teachers Association



Albert S. Beattie, Sr., Vice President

Gene Smith, Lead Negotiator



Calvin H. Robinson, Clerk

Kathleen Parks, Member



Donita J. Winn, Member

Terri Hobmeier, Member



David J. Vierra, Superintendent

Ray Hart, Member

Dan Shy, Member

	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	32,317	34,579	42,660	42,986	43,306	43,632
2	34,259	36,520	42,711	43,037	43,357	45,570
3	36,197	38,459	42,762	43,088	45,246	47,509
4	38,138	40,399	42,813	44,923	47,186	49,447
5	40,075	42,339	44,600	46,862	49,126	51,388
6	40,075	44,275	46,541	48,802	51,064	53,327
7	40,075	46,216	48,480	50,742	53,002	55,265
8	40,075	48,154	50,420	52,681	54,942	57,206
9	40,075	48,154	52,357	54,618	56,881	59,143
10	40,075	48,154	54,297	56,557	58,821	61,084
11	40,075	48,154	54,297	58,498	60,761	63,022
12	40,075	48,154	54,297	60,437	62,699	64,962
13	40,075	48,154	54,297	62,376	64,638	66,899
14	40,075	48,154	54,297	62,376	64,638	66,899
15	40,075	48,154	54,297	62,376	64,638	66,899
16	40,075	48,154	54,297	62,376	64,638	66,899
17	40,075	48,154	54,297	62,376	64,638	66,899
18	40,075	48,154	56,645	64,723	66,983	69,247
19	40,075	48,154	56,645	64,723	66,983	69,247
20	40,075	48,154	56,645	64,723	66,983	69,247
21	40,075	48,154	56,645	64,723	66,983	69,247
22	40,075	48,154	56,645	64,723	66,983	69,247
23	40,075	48,154	58,991	67,069	69,330	71,593
24	40,075	48,154	58,991	67,069	69,330	71,593
25	40,075	48,154	58,991	67,069	69,330	71,593
26	40,075	48,154	58,991	67,069	69,330	71,593
27	40,075	48,154	58,991	67,069	69,330	71,593
28	40,075	48,154	61,337	69,415	71,676	73,939
29	40,075	48,154	61,337	69,415	71,676	73,939
30	40,075	48,154	61,337	69,415	71,676	73,939
31	40,075	48,154	61,337	69,415	71,676	73,939
32	40,075	48,154	61,337	69,415	71,676	73,939
33	40,075	48,154	63,684	71,761	74,023	76,286
34	40,075	48,154	63,684	71,761	74,023	76,286
35	40,075	48,154	63,684	71,761	74,023	76,286
36	40,075	48,154	63,684	71,761	74,023	76,286
37	40,075	48,154	63,684	71,761	74,023	76,286
38	40,075	48,154	66,029	74,108	76,370	78,631

* Must satisfy section 3.8.2 of Agreement (Pre BA/BS UNITS DO NOT APPLY)** OR Bachelors + 60 if the last

15 units are preapproved according to section 3.8.2.3 and meet the criteria of 3.8.2.2. **Career increments are reflected in the individual cells of the salary schedule. Effective 7/1/01. 2% increase Board approved 9/18/02.

Doctorate	\$1,538.00
Hourly	\$28.84

Dept Chair

1-3	\$1,385.00
3.2-7	\$1,654.00
7.2-11	\$1,961.00
11.2-15	\$2,231.00
15.2-20	\$2,500.00
20.2	\$2,769.00

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	37,704	40,343	42,986	45,624	48,263	50,903
2	39,970	42,607	45,245	47,886	50,525	53,166
3	42,230	44,868	47,508	50,148	52,789	55,426

4	44,493	47,132	49,770	52,411	55,051	57,688
5	46,754	49,395	52,034	54,673	57,313	59,952
6	46,754	51,655	54,296	56,936	59,575	62,215
7	46,754	53,919	56,558	59,199	61,836	64,475
8	46,754	56,180	58,821	61,460	64,099	66,741
9	46,754	56,180	61,085	63,723	66,360	69,000
10	46,754	56,180	63,348	65,985	68,625	71,264
11	46,754	56,180	63,348	68,249	70,887	73,526
12	46,754	56,180	63,348	70,509	73,149	75,787
13	46,754	56,180	63,348	72,773	75,413	78,049
14	46,754	56,180	63,348	72,773	75,413	78,049
15	46,754	56,180	63,348	72,773	75,413	78,049
16	46,754	56,180	63,348	72,773	75,413	78,049
17	46,754	56,180	63,348	72,773	75,413	78,049
18	46,754	56,180	66,084	75,512	78,147	80,787
19	46,754	56,180	66,084	75,512	78,147	80,787
20	46,754	56,180	66,084	75,512	78,147	80,787
21	46,754	56,180	66,084	75,512	78,147	80,787
22	46,754	56,180	66,084	75,512	78,147	80,787
23	46,754	56,180	68,821	78,249	80,886	83,524
24	46,754	56,180	68,821	78,249	80,886	83,524
25	46,754	56,180	68,821	78,249	80,886	83,524
26	46,754	56,180	68,821	78,249	80,886	83,524
27	46,754	56,180	68,821	78,249	80,886	83,524
28	46,754	56,180	71,560	80,985	83,624	86,261
29	46,754	56,180	71,560	80,985	83,624	86,261
30	46,754	56,180	71,560	80,985	83,624	86,261
31	46,754	56,180	71,560	80,985	83,624	86,261
32	46,754	56,180	71,560	80,985	83,624	86,261
33	46,754	56,180	74,297	83,724	86,360	88,999
34	46,754	56,180	74,297	83,724	86,360	88,999
35	46,754	56,180	74,297	83,724	86,360	88,999
36	46,754	56,180	74,297	83,724	86,360	88,999
37	46,754	56,180	74,297	83,724	86,360	88,999
38	46,754	56,180	77,033	86,460	89,098	91,737

* Must satisfy section 3.8.2 of Agreement (Pre BA/BS UNITS DO NOT APPLY)** OR Bachelors + 60 if the last 15 units are preapproved according to section 3.8.2.3 and meet the criteria of 3.8.2.2.

2.0%

increase
Board
approved
9/18/02
**Effective
date
7/1/01.**

Doctorate	\$1,538.00
Hourly	\$28.84

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	Cont. Days
Jul		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		0	1	0	0
Aug					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	NCD 29	0	0	0	4 2
Sep	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				21	1	0	21
Oct			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23	0	0	23
Nov	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	NCD 26	27	28						16	2	1	16
Dec	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		15	1	7	15	
Jan				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	18	2	1	18
Feb	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						18	2	0	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		23	0	0	23	
Apr				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	17	0	5	17
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
Jun		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30		9	0	0	9	
																									TOTALS	180	10	14	184

Progress Reports Due: 10/6/03, 12/8/03, 3/1/04, 5/17/04
 Grades Due: 11/4/03, 1/27/04, 4/13/04, 6/15/04

CERTIFICATED CONTRACT YEAR

- ◆ New Teacher Orientation Aug. 25 & 26 (Mon/Tue)
- ◆ All Teacher Orientation Aug. 27 & 28 (Wed/Thu)
- First Day of Student Attendance Sept. 2 (Tuesday)
- Last Day of School Attendance June 11 (Friday) Friday

COMPREHENSIVE STUDENT MINIMUM DAYS

- Back to School Night Sept. 18
- End of 2nd Quarter Jan. 20 - 22
- End of 4th Quarter June 9 - 11

DWHS & RRPHS STUDENT MINIMUM DAYS

- End of 1st Quarter October 31 (Friday)
- End of 2nd Quarter January 21 & 22 (Wed/Thurs)
- End of 3rd Quarter April 2 (Friday)
- End of 4th Quarter June 10 & 11 (Thurs/Friday)
- Graduation June 4 (Friday)

☒ Legal Holiday per Education Code Section 37220

Holiday	Date	Day of Week
Independence Day	July 4	Friday
Labor Day	Sept. 1	Monday
Veteran's Day	Nov. 11	Tuesday
Thanksgiving	Nov. 27	Thursday
Christmas	Dec. 25	Thursday
New Year's	Jan. 1	Thursday
Martin Luther King, Jr.	Jan. 19	Monday
Lincoln's Birthday	Feb. 9	Monday
President's Day	Feb. 16	Monday
Memorial Day	May 31	Monday

x Local Holiday per Education Code Section 37220

Thanksgiving	November 28
Winter Break	December 22 - January 2
Spring Break	April 5 - 9

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2004 Summer School

- June 21 - July 30
- End of 1st Quarter Oct. 31
- End of 1st Semester Jan. 22
- End of 3rd Quarter April 2
- End of 2nd Semester June 11

Local/Legal Holiday
 NCD Certificated Non-Contract Day

Appendix D

EXTRA DUTY PAY SCHEDULE

- 1.0 Any coaching and advisory positions 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.
- 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 noncertificated 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 2, Step 3 of the teacher's salary schedule.

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.

5.1.1 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)	.075
5.2.3	Head Coach (Cross-Country, Golf, Soccer, Tennis, Swimming)	.07
5.2.4	Assistant Coach (all sports)	.06
5.2.5	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	Color Guard	.06
5.3.3	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
5.3.4	Advanced Placement Coordinator	.05
5.3.5	Drama	.06

5.3.6	Drill Team	.06
5.3.7	Dance Team	.06
5.3.8	ICC (Inter-Campus Communication Council)	.07
5.3.9	Music	
5.3.9.1	Instrumental Director	.085
5.3.9.2	Instrumental Assistant	.065
5.3.9.4	Vocal Director	.085
5.3.9.5	Jazz Ensemble	.065
5.3.10	Pep Squad	.06
5.3.11	Speech	.05
5.3.12	Student Newspaper	
5.3.12.1	Journalism	.07*
5.3.12.2	Printing	.05
5.3.13	Yearbook	.07*
5.3.14	Class Advisor	.05
5.3.15	On Site Production/Publication	.05
5.3.16	Inter-Mural	.05
5.3.17	World-wide Web	.05
5.3.18	Dress for Success Advisor	.05
5.3.19	HOSA Advisor	.05
5.3.20	Cadet Corps Advisor	.05
5.3.21	Conflict Resolution Coordinator	.04
5.3.22	Robotics Advisor	.07
5.3.23	Theater Manager	.06
5.3.24	Title I Site Coordinator	.08

5.3.25 Title IV Site Coordinator	.04
5.3.26 TUPE Coordinator	.04
5.3.27 Site Senior Project Coordinator	.095

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 .005495 of Column II, Step 3 salary schedule (Appendix B) 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 .00075 of Column II, Step 3 of salary schedule (Appendix B) 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.

6.2.2 Unit members may not be required to period substitute more than three times per month.

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 GUIDANCE 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.

7.1.1. Counselors who provide services to students enrolled in Independent Study shall be paid \$3,000 per year for serving up to 115 students and \$4,500 per year for servicing 116 or more students.

7.2 DEPARTMENT CHAIRPERSON

Contingent upon the table of organization authorized for the individual school (guidance department included). The ratios are based on Column 4, Step 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 shall have a work year of 197 days with the exception of Desert Winds/CDC counselors who shall have a work year of 195 days. Head Counselors shall have a work year of 200 days. Work Experience Coordinators shall have a work year of 195 days.

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.

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 8 hours 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 February 17, 1999. 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: _____

Completed Copy to Personnel File

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 February 17, 1999, 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: _____

Completed Copy to Personnel File
2/99

APPENDIX F

CLASS CAPS & TOTAL STUDENT CONTACT CAPS

Eligible for Overage Compensation

	AG	Behavior Science	Visual Arts	Business	Computers	English	Foreign Language	Home Ec	Industrial Tech	Math
Class Caps	33	36	33	33	33	34	33	32	31	33
Total Student Contact Cap	165 +1	180 +1	165 +1	165 +1	165 +1	170 +1	165 +1	160 +1	155 +1	165 +1

	Science	P.E.	Social Science	Music Theory/ Apprec.	AVID	Opportunity	Senior Seminar	Work Exper.	CDS/ Phoenix	Cont. Schools I.S.	Cont. Schools P.E.
Class Caps	33	53	36	36	29	21	35	26	26**	26**	41**
Total Student Contact Cap	165 +1	265 +1	180 +1	180 +1	N/A	N/A	175 +1	130 +1	130**	130**	205**

Not Eligible for Overage Compensation

	*Acapella Choir	*Beginning Instru.	*Choral Ensemble Concert	*Concert Band	*Drama/ Stagecraft 1-4 or Combined	Television Production	*Cadet Corps	*ROTC 1	*ROTC 2-4	Student Gov't.
Class Caps	50	30	50	410	35	25	40	40	30	35
Total Student Contact Cap	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	20	100	50	35	65	120	30	35	60	60
Total Student Contact Cap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Compensation not applicable, cap may not exceed without fully executed waiver.

** Compensation for average begins at the stated Class Cap plus one and/or Total Student Contact Cap plus one ("3" is not acceptable).

F-1

School Site _____

**Waiver of Class Cap
For Non-Compensated Overages**

The District and the Association agree that the Class Cap listed in Appendix F is to be waived as follows:

Period	Course Title	Amount Over Cap

- This only applies to classes listed with an asterisk (*) in Appendix F
- Parties agree that the duration of the waivers coincide with the length of the course

Date

Unit Member Signature

Unit Member Name (Printed or typed)

Date

Principal or Designee Signature

Distribution: *Unit Member*
Site Administrator
District Office
Association

F-2

APPENDIX G
EVALUATION FORMS AND SUPPORT DOCUMENTS

The California Standards for the Teaching Profession

<p>Engaging and Supporting All Students in Learning</p> <ul style="list-style-type: none"> • Connecting students' prior knowledge, life experience, and interests with learning goals • Using a variety of instructional strategies and resources to respond to students' diverse needs. • Facilitating learning experiences that promote autonomy, interaction, and choice. • Engaging Students in problem solving, critical thinking and other activities that make subject matter meaningful. • Promoting self-directed, reflective learning for all students. 	<p>Creating and Maintaining Effective Environments for Student Learning</p> <ul style="list-style-type: none"> • Creating a physical environment that engages all students. • Establishing a climate that promotes fairness and respect. • Promoting social development and group responsibility. • Establishing and maintaining standards for student behavior. • Planning and implementing classroom procedures and routines that support student learning. • Using instructional time effectively.
<p>Understanding and Organizing Subject Matter for Student Learning</p> <ul style="list-style-type: none"> • Demonstrating knowledge of subject matter content and student development. • Organizing curriculum to support student understanding of subject matter. • Interrelating ideas and information within and across subject matter areas. • Developing student understanding through instructional strategies that are appropriate to the subject matter. • Using materials, resources, and technologies to make subject matter accessible to students. 	<p>Planning Instruction and Designing Learning Experiences for All Students</p> <ul style="list-style-type: none"> • Drawing on and valuing students' backgrounds, interests, and developmental learning needs. • Establishing and articulating goals for student learning. • Developing and sequencing instructional activities and materials for student learning. • Designing short-term and long-term plans to foster student learning. • Modifying instructional plans to adjust for student needs.
<p>Assessing Student Learning</p> <ul style="list-style-type: none"> • Establishing and communicating learning goals for all students. • Collecting and using multiple sources of information to assess student learning. • Involving and guiding all students in assessing their own learning. • Using the results of assessments to guide instruction. • Communicating with students, families, and other audiences about student progress. 	<p>Developing as a Professional Educator</p> <ul style="list-style-type: none"> • Reflecting on teaching practice and planning professional development. • Establishing professional goals and pursuing opportunities to grow professionally. • Working with communities to improve professional practice. • Working with families to improve professional practice. • Working with colleagues to improve professional practice. • Balancing professional responsibilities and maintaining motivation.

– Adapted from California Commission on Teacher Credentialing and the California Department of Education, *California Standards for the Teaching Profession*, July 1997, pp. 5-22

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
PROFESSIONAL EVALUATION REPORT

TEACHER _____ SCHOOL _____ SCHOOL YEAR _____

ASSIGNMENT:

EMPLOYEE STATUS: _____ TEMPORARY _____ PROBATIONARY _____ TEACHING OUTSIDE CREDENTIAL/
 _____ BTSA _____ INTERN YEAR _____ SUBJECT AREA/EXPERIENCE

RECOMMENDATION OF PREVIOUS YEAR

Meets or Exceeds District
 Standards – Continuation
 Recommended

Does not Meet District Standards –
 Directed Assistance Improvement Plan
 to be Developed, Modified, or
 Continued

Does not Meet District Standards
 Not Recommended for Continuation

Not Applicable because:

CURRENT STATUS OF PREVIOUS YEAR'S REQUIREMENT(S)

Not Applicable

Completed

In Progress

No Progress

PART I

PROFESSIONAL EVALUATION CONFERENCE

*To be completed as follows: continuing staff – October 1, 5th week after instruction begins: transferred staff - 6th week after assignment.
 BTSA Teachers – November 1.*

1. EVALUATION PROCEDURES
 REVIEWED:

- District Goals/Objectives
- Special Boards – Adopted Goals
- Contract, Article 1111
- Evaluation Forms
- Evaluation Timelines

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- Guidelines for Discussion – page 2
- Plans for Emphasis
- Example for Lessons/Unit Plans/
 Professional Plans
- Copies of Class Policies – grading
 homework discipline, etc. or
 professional standards, goals,
 policies, priorities

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- Guidelines for Discussion – Pg. 2
- Goals
- Evaluation Criteria
- Plans for Interaction
- Plans for Self Reflection
- Copies of Class Policies – grading homework, discipline, etc. or professional standards, goals, policies, priorities

Date

Evaluator

Date

Unit Member

PART II

FORMAL OBSERVATION – OPTION A

*Initial formal observation must be completed by February 15 for tenured unit members.
Formal Observations of Probationary unit members must be completed December 1 and March 15.*

Name(s) (Dates)

- Formally Observed by
- Not Formally Observed
 - Non-Observation Year
 - Other _____ (i.e. informally)

PART III

FINAL EVALUATION

(OPTION A (Pages ____ to ____); OPTION B (Pages ____ to ____))

To be completed 30 days prior to the end of the calendar year.

1. All appropriate responsibilities in the evaluation process have been completed.
2. Part II – Classroom Observation form(s) attached, if applicable.
3. Part III – Summary Evaluation – attached – OPTION A (Page ____) or OPTION B (Page ____)
4. Recommendation

Meets or Exceeds District
Standards – Continuation
Recommended
(Option A or B)

Does not Meet District Standards –
Directed Assistance, Improvement
Plan to be Developed, Modified
or Continued
(Option A)

Does not Meet District Standards
Not Recommended for
Continuation

**NOTE: Not ELIGIBLE for Option
“B”*

Date

Evaluator

Date

Unit Member

The unit member’s signature does not constitute an agreement with the evaluator’s comments, but is an acknowledgment that the document has been received. Teachers have the right to submit an additional written response for inclusion in this report.

PART I
OPTION A
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
Lancaster, California

INDIVIDUAL PLAN

DIRECTIONS: Unit members are required to annually develop the following plan to implement the adopted Instructional Guides for the courses which they are to teach or the guidelines for their professional assignment. In those instances where Instructional Guides or guidelines may not have been adopted by the District, the unit member shall be responsible for developing a course outline to include coursework or program goals and objectives which will assist in the achievement of the District, school, and department goals and objectives that satisfy the state curriculum frameworks. This plan shall be submitted to the immediate supervisor no later than October 1st of each year so that discussion, modification and approval can occur prior to October 15th.

AFFIRMATION

By agreeing to this Plan each unit member is affirming his/her understanding of the contents of the curriculum that they are responsible for teaching.

ELEMENTS OF THE INDIVIDUAL PLAN

1. How the program shall be implemented or the course shall be taught, including techniques, strategies, instructional materials, texts, supplementals, etcetera:

INDIVIDUAL PLAN

2. Methods of assessment and measurement of pupil achievement and progress:

3. Unit Member and evaluator comments, including constraints or special circumstances that are noteworthy in relationship to the Plan.

NOTE: Instructional Guides or Coursework Goals and Objectives may be attached to this Individual Plan.

DATE: _____

SIGNATURE OF EVALUATOR

DATE: _____

SIGNATURE OF UNIT MEMBER

**PART 2
OPTION A**

NOTE: To be Completed by
Unit Member Prior to Conference

PRE-OBSERVATION CONFERENCE SUMMARY FORM

DIRECTIONS: Unit members are required to address the following criteria regarding certificated performance evaluations. At the time of your Pre-Observation Conference you will be expected to present the following information:

CRITERIA #1 - ADHERENCE TO CURRICULAR OR PROGRAM OBJECTIVES

(Instructional Guides, Coursework or Program Goals and Objectives, Frameworks, Texts/Materials)

CRITERIA #1 - INSTRUCTIONAL TECHNIQUES & STRATEGIES

(Clinical teaching, Cooperative Learning, Time on Task, Instruction at Correct Level)

CRITERIA #3 - MAINTENANCE OF AN APPROPRIATE PROFESSIONAL ENVIRONMENT

(Classroom Management, Assertive Discipline, Class Rules, Home-School Communication)

CRITERIA #4 - STANDARDS OF EXPECTED STUDENT ACHIEVEMENT OR PROGRAM RESULTS

(Student Mastery of Curriculum, Diagnostic/Prescription Techniques, Measurement of Pupil or Program Progress)

CRITERIA #5 - OTHER PROFESSIONAL RESPONSIBILITIES

(Positive Working Relationships, Professional Growth and Development)

Unit Member's Name: _____

Evaluator's Name: _____

PART 3
OPTION A

NOTE: To Be Used by Evaluator
for Post-Observation Conferencing

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

OBSERVATION FORM

Unit Member Observed: : _____ Date: _____

Subject or Activity Observed: _____ Site: _____

Observer's Name: _____ Time/Period: _____

Evaluation Criteria:

ADHERENCE TO CURRICULAR OBJECTIVES

INSTRUCTIONAL TECHNIQUES/STRATEGIES

MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT

STANDARDS OF EXPECTED STUDENT ACHIEVEMENT OR PROGRAM RESULTS

OBJECTIVES:

STRENGTHS OBSERVED IN MEETING OBJECTIVE(S): (Be Specific)

CLASSROOM OBSERVATION FORM

Page Two

WEAKNESS OBSERVED IN MEETING OBJECTIVE(S): (Be Specific)

ASSISTANCE GIVEN UNIT MEMBER: (Be Specific)

COMMENTS CONCERNING UNIT MEMBER CONFERENCE:

I agree/disagree with this report (circle one).

Date

Signature of Evaluator

Date

Signature of Unit Member

**PART 4
OPTION A**

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERFORMANCE EVALUATION FORM**

UNIT MEMBER EVALUATED: _____

DATE: _____

UNIT MEMBER ASSIGNMENT: _____

SITE: _____

EVALUATOR'S NAME: _____

TITLE: _____

DIRECTIONS TO EVALUATOR/UNIT MEMBER: In accordance with the requirements of the California Education Code, Section 44662, and the AVUHSD/AVTA/CTA Collective Bargaining Agreement, Article XI, Procedural Guidelines for the Evaluation of Unit Members, Section 11.1, unit member performance is to be measured in accordance with the following criteria:

ADHERENCE TO OBJECTIVES

TECHNIQUES/STRATEGIES

MAINTENANCE OF AN APPROPRIATE PROFESSIONAL ENVIRONMENT

STANDARDS OF EXPECTED PUPIL ACHIEVEMENT/PROGRAM RESULTS

OTHER PROFESSIONAL RESPONSIBILITIES

CRITERIA FOR DETERMINING NEED FOR DIRECTED ASSISTANCE

In circumstances where unit members are found to be in need of improvement in identified performance areas, the evaluator shall provide a Plan of Directed Assistance. The decision to provide this Plan should be made on the basis of an objective assessment of the unit member's performance. When preparing the Plan it is important to get input from the unit member and other instructional or program leaders. The Plan should also include the anticipated elements of performance that will indicate when the assistance plan is no longer necessary.

Directed Assistance is Required: Yes _____ No _____

Note: When directed assistance is indicated a Plan of Directed Assistance shall be discussed during final evaluation of the following school year's goals and objectives.

COMMENTS

Commendations/Recommendations _____

I agree/disagree with this report (circle one).

Date

Signature of Evaluator

Date

Signature of Unit Member

Note: Education Code Section 44663 provides that certificated employees shall have a right to initiate a response to evaluations which shall become a permanent attachment to employee's personnel file.

UNIT MEMBER SELF EVALUATION PROGRAM COMPONENTS – OPTION B

Goal

This evaluation program is intended to encourage the continuance of professional development and personal growth for unit members in the Antelope Valley Union High School District. The program is offered to unit members who have consistently demonstrated excellence in the classroom and who wish to engage in an alternative evaluation process providing for self growth. The program is designed to encourage flexibility in self-selected areas of interest that promote student learning, provide for enhanced instructional leadership, and address other student related educational outcomes. The program also strives to strengthen collegial relationships and hopes to foster cooperation among unit members.

Intent

It is the intent of the self evaluation process that all identified areas for self-growth shall reflect the California Standards for the Teaching Profession and the key elements identified within each strand of this source document.

Description

This program is intended to be an individual exploration into the effective elements for the teaching profession as an alternative process of evaluation. The program is vested in the premise that professional educators are capable of selecting meaningful goals that will serve as focus for their professional growth for the stated contract year. The professional growth areas identified shall become the focus for evaluation for that year.

Participants in Option B are unit members in the Antelope Valley Union High School District who have rendered two years of successful teaching experience and have achieved tenured status within the District. Members must have demonstrated competency by receiving satisfactory evaluations during the previous two years of service to the District. Participating unit members have also satisfied professional obligations inherent in their assignment within the school district. Participation in this program is voluntary and is structured upon the unit member's written request to declare for Option B as an evaluation instrument for any given contract year. Teachers in year two of the BTSA program will be eligible to use the Individual Induction Plan as their program for annual evaluation.

Initial Goal Setting Conference

The unit member selects a minimum of two goals reflective of the California Standards for the Teaching Profession or the appropriate professional standards as the focus for his or her professional growth and evaluation for the school year at the goal setting conference held on or before November 1. The unit member and assigned administrator meet to discuss these self selected goals. These goals must be consistent with the California Standards for the Teaching Profession or appropriate professional standards and the Mission Statement of the school district. The unit member and administrator establish the criteria to be used to determine whether goals are met at the end of the year. They will also schedule two progress reviews throughout the year, the purpose of which will be to discuss the unit member's progress on his or her stated goals. Administrators are expected to make informal visitations on at least three occasions to make observations with respect to the elements of the self stated growth plan established by participating unit members. These visitations are conducted in lieu of a single formal observation required of the Option A evaluation process for tenured personnel.

Exit Conference

No later than 30 days from the end of the calendared school year, the unit member and administrator will meet to review the unit member's achievement toward their stated growth objectives. Unit members will submit a written self analysis on the progress they made toward meeting their established goals at the exit conference.

Included in this summary will be the unit member's evaluation of his or her goals, reflection on the goals effect upon his or her teaching experience, and the impact on student performance that was realized during the teaching year. The administrator may provide his or her own written summary of the member's goals for that year and also may review the member's performance in meeting District-wide areas of focus. Discussion between administrator and unit member in reviewing stated goals and the reflection on the achievement of those goals shall be tied to the elements of the California Standards for the Teaching Profession or the appropriate professional standards and identified as growth goals by the participating unit member. Continuation in the Option B Professional Growth/Evaluation program is contingent upon the unit member's continued successful performance and their continuing declaration of intent to participate.

Evaluation Options

Unit members are encouraged to be creative in developing the alternative evaluation process that best supports the unit member's stated goals. The following are examples of the types of creative alternatives that unit members might choose to incorporate in their plans. It is the intent of this process that participating unit members would select a minimum of two types of evaluation options to offer as evidence of goals being addressed during the school year.

- Reflective Journal – Unit members log in journal entry form their perceptions of strengths and needs in strategies reflected in the goal areas. These journals are kept on a regular basis and consideration should be given to the constancy of format for short- and long-term review.
- Peer Coaching – The peer coach would be mutually selected by the member from the District provided list. The purpose of the peer coach is to provide focus on reflective feedback on progress toward completion of the unit member's stated goals. This would be accomplished through a series of meetings (suggested one per quarter), which may include pre-conferencing observations, modeling, and/or discussion. Peer coaches should be trained in cognitive coaching as offered by the Antelope Valley Union High School District as a model for reflection. Unit members must maintain a log of contacts with the peer coach. The log shall include reflections on progress made toward goals and impact on student learning or the program.
- Collaborative Groups – Participants will meet for regular structured interactions between peer groups of inter-intra disciplinary teams. Groups may focus on a particular educational growth area in common to all or may focus on a particular area of the curricular program. The groups will decide on scheduled meeting times not only to discuss each member's personal goals but to discuss commonalities in the instructional process or service to the District within the assignment. Evidence must be provided showing the nature of the collaboration which occurred. A reflective journal may be used as evidence of the impact of the collaborative experience.
- Portfolios – Portfolios will serve as a compilation of materials selected by the member to create a photo album or snapshot of progress made in meeting his or her stated goals. Sample items may include a log of the student activities, student works, examples of assignments or curriculum, photographs, videotapes, PowerPoint presentations or other evidence of student activity or student summative evaluation instruments, etc.
- Action Research – Unit members will select an outline of a specific concept, instructional strategy or learning theory to be researched and implemented. This will entail documentation of the in-depth study, practices implemented, and a determination about the validity of the concept researched. This may be completed in conjunction with graduate course work or projects that are being done at the District's request.
- Attendance and Implementation of Staff Development Strategies – Unit members may select a specific strategy presented through professional staff development programs. Evidence must be provided showing the impact of this strategy on an identified student group. A self-reflective journal may be used as an evaluation criteria tool.
- Modification of Current Evaluation Process – A schedule of observations focusing on the designated goals will be agreed upon by the member and administrator. Increased dialog, pre- and post conferences, and self evaluation by the member will receive greater emphasis than in current written form.

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- Interactive Sessions – One of the goals of the self-evaluation program is to decrease unit member's isolation in the classroom. The need for collegial dialog about the practice of education and the unit member's stated goals is an important factor toward meeting those goals. Consequently, unit members have the option of interacting with others within the District outside of their assigned administrator in reviewing their self generated goals or other practices of the education profession as it relates to students in the learning process or the program. Some possible interactions meeting this requirement may include:
 - Scheduled unit member/administrator meetings with other site or District administrators for the purpose of reviewing self defined goals or discussing research within the education profession related to same.
 - Peer coaching or visitations by the participating unit member of their peers within the District to observe teaching strategies and student learning as it may relate to their self defined goal statements.
 - Meetings with unit members within an interdisciplinary teaming structure or from within the unit member's own discipline from other school sites for the purpose of discussion about the self evaluation plan or the implementation of a strategy at other sites where similar emphasis or focus may be occurring.
- Unit member-generated Options – Unit members are encouraged to be creative in developing new or innovative options for use as self evaluation tools. These potential self evaluation plans must be approved at the goals and objectives conference by the participating site administrator before unit members would be able to use their self-generated plan for evaluation to assess the achievement of their stated goals.

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ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

**PART I – OPTION B
PLANS TO ACHIEVE STUDENT PROGRESS/PROFESSIONAL GROWTH
GOAL SETTING**

UNIT MEMBER: _____ SCHOOL: _____ SCHOOL
YEAR _____

ASSIGNMENT: _____

UNIT MEMBER COMPLETES PRIOR TO CONFERENCE

Please list your goals and how they relate to the *California Standards for the Teaching Profession*, student learning and school/district goals. *

Implementation Plan (What steps will you take to accomplish these goals and what is your timeline.)

**Additional pages may be attached, as needed.*

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Explain the criteria you will use to evaluate your progress relative to student achievement/program results. What evidence will you provide? (Refer to Evaluations Options, page _____ in the Certificated Contract.)

Plans for interaction (Plan for at least two interactions with peers).

Approximate dates of progress review conferences to be held with administrator (Minimum of two):

____ Progress review date: First
Semester _____

____ Progress review date: Second
Semester _____

____ Additional
date(s): _____

Date

Evaluator

Date

Unit Member

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ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

PART II – OPTION B

SUMMARY EVALUATION

UNIT MEMBER: _____ SCHOOL: _____ SCHOOL
YEAR _____

ASSIGNMENT: _____

UNIT MEMBER COMPLETES PRIOR TO CONFERENCE

1. Evaluate the extent and degree to which you accomplished your goal(s) as set forth in the Goals Form:

2. a. Write a short reflective statement indicating how this evaluation year enhanced your professional growth.

-
- b. How did it impact student learning or program results?

-
-
3. What are your plans for subsequent growth related to teaching and learning?

**Additional pages may be attached as needed.*

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**PART III – OPTION B
SUMMARY EVALUATION**

Evaluator’s comments, commendations and suggestions

Unit members participating in OPTION B are responsible for meeting District Standards of Performance, including the following:

- A. CREATION AND MAINTENANCE OF THE APPROPRIATE PROFESSIONAL ENVIRONMENT
 - 1. Unit member creates and maintains an atmosphere which enables students to achieve the prescribed objectives, while modeling appropriate behavioral standards.

- B. PROGRESS OF STUDENTS TOWARDS THE ESTABLISHED STANDARDS
 - 1. Unit member organizes and aligns subject matter with district approved curriculum for student learning or implements the District program.
 - 2. Unit member plans and designs instruction for all students.
 - 3. Unit member delivers and facilitates programs or learning opportunities for all students.
 - 4. Unit member assesses and evaluates student/program progress, modifying strategies and content as needed.

- C. NON-INSTRUCTIONAL DUTIES AND PROFESSIONAL RESPONSIBILITIES
 - 1. Unit member fulfills non-instructional duties as assigned; attends required meetings; maintains records and equipment; supervises students outside of classroom.
 - 2. Unit member demonstrates ability to work effectively and professionally with individuals and groups; communicates effectively orally and in writing; fulfills board-adopted Code of Ethics of the Teaching Profession; endeavors to grow professionally.

Evaluator Comments:

Unit member IS ELIGIBLE FOR OPTION B NEXT YEAR Yes No

Date

Evaluator

Date

Unit Member

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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

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