

CONTRACT AGREEMENT

BETWEEN

Apple Valley Unified School District

AND

Apple Valley Unified Teachers' Association

PERIOD OF AGREEMENT:

JULY 1, 2022

THROUGH

JUNE 30, 2025

Printed 10/2022

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ARTICLE 1 - TERMS OF CONTRACT

A. This agreement shall remain in full force and effect from July 1, 2022 up to and including June 30, 2025 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in

writing, no later than 5:00 p.m. on the first regularly scheduled meeting of the Board of Trustees in March in the year of termination, of their request to modify, amend or terminate this agreement.

- B. All tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters shall be added to the current contract under "Exhibits".
- C. It is understood that the specific provisions contained in this agreement shall replace previous contracts and all tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters.
- D. In the event of an inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail.

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ARTICLE 2 - RECOGNITION

A. Inclusions

The Apple Valley Unified School District (District) recognizes the Apple Valley Unified Teachers' Association/CTA/NEA (Association) as the exclusive representative for all regular, full-time and part time contract certificated classroom teachers, resource teachers, counselors, speech and language pathologists, preschool teachers, preschool associate teachers, summer school, temporary and independent study/home-based school teachers hired by the District under Education Code who work with students more than a trimester. A trimester is defined as a full continuous twelve (12) weeks.

B. Exclusions

Management, supervisory and confidential employees, including but not limited to, superintendent, classified employees, psychologists, casual employees, substitute employees, other temporary teachers not designated above, and consultants.

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ARTICLE 3 - NEGOTIATIONS PROCEDURES

- A. The Association and the District shall use a non-adversarial process. The chief negotiators for the District and AVUTA will create mutually acknowledged joint communiqués to the staff regarding general issues under discussion.
- B. The Association and the District shall select five (5) members and up to two (2) alternates for their respective teams and shall cooperate in the provision of needed training for all team members. An additional member may be invited as needed by either team to provide additional expertise with prior notice to the chief negotiators. Negotiations may proceed with a quorum of three or more members on each team in the event of absences.
- C. Prior to September 15th of each school year the chief negotiators for the District and AVUTA will communicate to establish the dates, time, location, and/or plan for the year's negotiations.
- D. AVUTA may provide their "sunshine" proposal directly to the AVUSD Board of Trustees no later than the regularly scheduled February Board meeting.
- E. The Association and the District shall provide proposals to the Board of Trustees in accordance with the California State "sunshine" laws, no later than the first regularly scheduled meeting of the

Board of Trustees in March in the year of termination of this agreement. The negotiating teams shall meet in good faith no later than April 10th in the year of termination of this agreement.

1. The proposals shall be provided to the Management Assistant to the Superintendent in order to allow compliance with the timelines established by the Ralph M. Brown Act. 2. The proposal provided by AVUTA shall be posted in each of the following areas on the agenda for the meeting of the Board of Trustees:

- a. Discussion/Information
- b. Public Hearing

3. The proposal provided by AVUSD shall be posted in each of the following areas on the agenda for the meeting of the Board of Trustees:

- a. Discussion/Information
- b. Public Hearing
- c. Discussion/Action

F. During year one (1) and year two (2) of the term of the current contract, each party may re-open any two articles and Article 19 - Compensation on or before February 1st for the subsequent contract year unless otherwise agreed upon.

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ARTICLE 4 - UNIT MEMBER RIGHTS

A. Non-Discrimination

1. Neither the Association nor the District shall unlawfully discriminate against any unit member with respect to the application of the specific provisions in this Agreement, including but not limited to, the basis of age, sex, national origin, physical handicap, political affiliation, domicile, marital status, race, color, creed, religion, membership in an employee organization or participation in the activities of an employee organization.

B. Complaints Against Unit Members

1. The Superintendent or designee shall investigate all complaints. If, through the investigative process, the District determines that the allegations are substantiated the unit member shall be notified of the findings. If the allegations warrant a Notice of Unprofessional Conduct or higher level of disciplinary action, the unit member will be given ten (10) working days to submit a written statement to be attached to the findings before it is placed in the unit member's personnel file.
2. If, through the investigative process, the District determines that the complaint was unsubstantiated, the unit member shall be notified in writing that the complaint was unsubstantiated. Unsubstantiated complaints will not be included in the unit member's official personnel file.

C. Unit members who develop materials on their own non-compensated off-duty time shall retain all rights to those materials.

D. By mutual consent of the District and unit members, the District may audio/video tape unit members in their classrooms, but such tapes shall not be used for evaluation purposes.

E. Student Discipline

1. At the beginning of the school year, each bargaining unit member shall be provided with a written description of the rights, responsibilities, and duties of unit members with respect to student discipline, including but not limited to, policies regarding the state law prohibiting corporal punishment, child abuse, harassment, expected student performance and the right to suspend students pursuant to California Education Code provisions, Board Policy and Administrative Regulation.
2. Bargaining unit members shall have the right to suspend students from their classrooms in accordance with California Education Code.
3. The District shall provide a form for teacher-initiated classroom suspension that shall include appropriate California Education Code provisions.

F. Civil Behavior, Assault or Theft

1. Unit members shall promptly report cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor. The unit member and supervisor have a legal obligation to notify law enforcement authorities.

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ARTICLE 4 - UNIT MEMBER RIGHTS (CONT.)

F. Civil Behavior, Assault or Theft (Cont.)

2. Absence or disability resulting from injuries within this section shall be treated as industrial accidents. Unit members shall suffer no loss of wages or benefits.
3. Damage or theft of a unit member's personal property used for instruction shall be covered by the District insurance, if the unit member has received prior approval for its use from their site administrator.
4. Unit members that feel they have been treated in an uncivil manner, in connection with their employment, shall consult with their principal, immediate supervisor, or the Assistant Superintendent Human Resources or designee and provide specific facts and circumstances of the disruptive behavior. Unit members may request notification of any action taken in response to the disruptive behavior.

G. Conversion of Temporary Teachers to Probationary Status

1. A temporary teacher shall not be converted to probationary status while in a teaching assignment for a certificated employee on an approved leave of absence.
2. A temporary teacher who serves during one (1) school year for at least 75% of the number of days of the regular school year and performs the duties normally required of a certificated employee, shall be deemed to have served a complete school year as a probationary employee for the following school year.

3. Article 4, Section G does not apply to Preschool Teachers and Preschool Associate Teachers. Apple

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ARTICLE 5 - PERSONNEL FILES

- A. Each unit member shall have a Personnel File maintained at the Central Administrative Office of the District.
- B. Pursuant to Education Code, materials which shall be excluded from inspection by the unit member shall include ratings, reports or records which:
 - 1. Were obtained prior to employment of the unit member.
 - 2. Were prepared by identifiable examination committee members.
 - 3. Were obtained in connection with a promotional examination.

- C. Contents of unit member personnel files, except as exempted by Education Code, are available for inspection by the unit member during non-duty hours. Appointments should be made for review of files.
- D. Unit members have a right to obtain copies of their personnel file material not exempted by Education Code. A fee of \$.25 per page may be charged to cover copying costs.
- E. Information of a derogatory nature, except material excluded by Education Code, shall not be entered and filed unless and, until the unit member is given notice thereof and has ten (10) working days to attach a written comment to such material.

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ARTICLE 6 – SENIORITY

- A. Fundamental seniority shall be determined according to the first day of work performed in probationary status. This fundamental seniority shall remain in effect during their employment.
- B. Ranking of those with the same seniority date, in the event of a layoff, shall be determined by documentation provided to the Human Resources Office by February 1st.
- C. Criteria for Resolving Ties in Seniority in the Event of Certificated Layoffs/Involuntary Transfers
 - 1. Whereas Education Code, related to certificated layoffs, provides, in relevant part, that “between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof.”
 - 2. Based upon the needs of the District and the students thereof, all of the following criteria shall be applied to resolve ties in seniority between certificated employees. Each of the following criteria shall be worth one point:
 - a. Fully credentialed as a speech and language pathologist.
 - b. BCLAD
 - c. Fully credentialed mild/moderate or moderate/severe

d. Transitional kindergarten authorization per SB 876

e. Library certification

f. Credentialed teaching experience in the District (prior to seniority date)

g. Credentialed teaching experience outside the District

h. Additional credentials or additional authorizations listed on credential (including National Board Certification)

i. Possession of a Masters Degree

j. Possession of a Doctorate Degree

3. In the event of a tie, after all above criteria have been implemented, the tie shall be broken by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives.

4. The above referenced criteria (Section C.2) do not apply to the re-hire rights of unit members affected by layoffs prior to June 30, 2010.

D. Preschool Teacher and Preschool Associate Teacher

1. For those bargaining unit members for whom it applies, seniority shall be determined according to the first day of paid service as a Preschool Teacher or Preschool Associate Teacher in the San Bernardino County Superintendent of Schools (hereinafter "County Schools") Preschool Program.

2. Preschool Teachers or Preschool Associate Teachers who were not employed by the County Schools Program contiguously before accepting employment with the District shall have their seniority determined according to their first day of paid service in the District.

3. For those with the same day of employment, there shall be a lottery, if necessary, to determine their respective seniority ranking.

4. Seniority for Preschool Teachers and Preschool Associate Teachers shall be applied only to the District's Preschool Program.

E. The District shall maintain a seniority list. The seniority list shall be available in the Human Resources Office during regular working hours.

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ARTICLE 6 – SENIORITY (CONT.)

F. The Association shall be provided with an electronic copy of the seniority list within ten (10) workdays of request.

ARTICLE 7 - ASSOCIATION RIGHTS

- A. The Association shall have the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- B. The Association shall have the right to use the District unit member mail boxes and bulletin boards at each work site which are in the area frequented by unit members. Any posted notices shall contain the date of posting and the name of the Association representative responsible for its issuance. A copy of each posted notice shall be provided to the site administrator.
- C. The local Association shall have the right to meet in District facilities during non-working time subject to availability and after giving notification to the site Administrator by submitting a District Use of

- D. Authorized representatives of the Association shall have the right to transact Association business on school property during off-duty hours after completing the building use form.
- E. The District shall provide the Association, upon request, with a copy of available non-confidential public information within ten (10) working days.
- F. The District shall furnish the Association President with the non-confidential parts of the agenda and attachments thereto for each meeting of the Board of Trustees at least forty-eight (48) hours before regular Board meetings and twenty-four (24) hours, when possible, before special Board meetings.
- G. The Association shall have access to the electronic version of all adopted policies of the Board and Administrative Regulations, link currently located at www.avusd.org.
- H. Unless there is a clear emergency, the District/Site shall endeavor not to schedule meetings, district-led training, or district-led professional development involving Association members on Tuesdays after the bargaining unit members duty day ends or 3:30 p.m., whichever is later. The District shall excuse any AVUTA Representative or Board Member for AVUTA business after their duty day on Tuesdays.
 - a. On Tuesdays with no AVUTA Executive Board or Representative Council meeting scheduled, a District event may be scheduled beyond 3:30 p.m. by mutual agreement.
- I. Names and school sites of all unit members shall be provided annually to the Association no later than thirty (30) calendar days from the first day of school. Unit members hired after these respective dates are provided for in the Board report with assigned building sites.
- J. If requested prior to the typing and copying of the meeting agenda, Association representatives shall be granted a minimum of five (5) minutes at the conclusion of faculty meetings for Association business.
- K. The District shall provide designated Association representatives release time without loss of compensation when meeting and negotiating. The District shall provide a grievant and a designated Association representative release time without loss of compensation when processing a grievance hearing beyond Level II during duty hours. The Association may purchase witness release time at the substitute rate.
- L. Review of District Budget
 - a. The Association has the right to appoint representatives to the District Budget Committee. Apple Valley

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ARTICLE 7 - ASSOCIATION RIGHTS (CONT.)

L. Review of District Budget (cont.)

- b. The Association has the right to request a budget meeting with the Chief Business Officer, and shall provide at least ten (10) days notice for the meeting.
- M. Executive Board and Representative Council members may attend their respective Association meetings immediately after the end of the student school day if they have another certificated staff member volunteer to cover their duties, and have notified their site administrator.
- N. AVUTA President Full Release
 - 1. By July 1 of the AVUTA President's beginning term, his/her classroom shall be vacated, including all personal materials, for use of another teacher.
 - 2. The AVUTA President and Superintendent or designee shall collaboratively establish office hours

(start and end time) and submit to Superintendent or designee prior to start of school year. The primary work location will be the AVUTA office at the Educational Support Center (ESC). The AVUTA President shall work in accordance with Article 13-Hours and Adjunct Duties.

3. The AVUTA President shall maintain a mutually agreed upon electronic calendar format. This calendar shall log site visits and/or meetings within and outside the district. Due to confidentiality, who the president is meeting with and the topic are not required to be included on the calendar.
4. The AVUTA President shall be placed under Human Resources for purposes of leave and administrative organization.
5. The AVUTA President shall be held to the same professional standards applicable to all employees of AVUSD.
6. The District shall pay for all health and welfare costs up to the cap for the AVUTA President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members. The AVUTA president shall receive full State Teachers' Retirement System (STRS) service credit for all contracted work days to the extent permitted by law and by STRS.
7. The AVUTA President shall have access to all District sites. The President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The AVUTA President will provide the appropriate principal or supervisor with relevant information after each site visit.
8. Every effort shall be made to return the AVUTA President to the site and position held prior to service as AVUTA President. The president shall return to the position of teacher, within appropriate credential/subject area.
9. In the event that the AVUTA president is unable to finish their term due to illness, personal issues, or resignation the vice president shall assume the duties and full release of President until the next election, full release shall begin as soon as an appropriate teacher can be secured for the replacement.

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ARTICLE 8 - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of the powers and authority to direct, manage and control to the full extent of the law. Included, but not limited to, those duties and powers is the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns and ratios; contract out work; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, discipline and terminate employees subject to paragraph "B" below.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgement and discretion in connection therewith, shall be limited only by the law and terms of this Agreement to the extent such terms conform to the law.
- C. The Association recognizes the District's right to take action to meet emergencies which may require deviation from terms of this Agreement. Any such action taken by the District under this paragraph must be reasonably required by the emergency and shall extend only so long as it is necessary to meet

the emergency. An emergency shall be a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

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ARTICLE 9 – GRIEVANCES

A. Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members.

B. Definitions

1. A “grievance” is an allegation by a grievant that there has been a violation, misapplication or misinterpretation of the provisions of this agreement.
2. A “grievant” is any unit member, group of unit members, or the Association.
3. A “respondent” is the party named by the grievant as being responsible for the alleged violation or dispute.
4. An “immediate administrator” is the District designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.
5. A “day” for the purpose of filing or processing grievances is a day in which the central administrative office is open for business, except Saturdays, Sundays, unit member holidays and non-workdays within the contract year, unless otherwise agreed to by both parties.

C. General Provisions

1. A unit member grievant may request an Association representative be present at all levels provided herein, or may process the grievance individually through Level IV.
2. Prior to the final resolution of a grievance, the Association President shall receive a copy of the grievance; a copy of the proposed resolution of the grievance; and shall have been given the opportunity to file a response.

3. Grievances of a similar nature may be consolidated.

4. Time Limits

- a. The time limits specified at each level shall be considered maximums and every effort shall be made by both parties to meet the limits, which may be extended by mutual agreement.
- b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limits shall be reduced upon mutual consent of the grievant and the respondent to allow for resolution by the end of the grievant's service year.
- c. All parties to the grievance shall have access to documents which relate to the grievance.

5. Security

- a. The grievance forms dealing with the processing of grievances shall be filed separately from the unit member personnel file of each participant.
- b. Both parties agree that the processing of a grievance shall be kept confidential.

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ARTICLE 9 – GRIEVANCES (CONT.)

D. Level I: Informal - Respondent

1. Within fifteen (15) workdays of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant shall attempt to establish a resolution by an informal conference with the respondent.
2. If the grievant is not satisfied with the response at Level I, the grievance may move to Level II.

E. Level II: Formal - Appropriate Administrator

1. Within thirty (30) workdays of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant must present the grievance in writing to the respondent and/or the appropriate administrator, on the appropriate form. The appropriate form, entitled *AVUSD Grievance Form (Appendix "A")* shall be provided to the grievant by the site administrator, Human Resources Office or an Association representative.
2. This statement shall include the circumstances involved, the specific section of this Agreement alleged to have been violated and the specific remedy sought.
3. The appropriate administrator shall communicate the decision to the unit member in writing within ten (10) workdays after receiving the written grievance.
4. If the grievant is not satisfied with the resolution or the appropriate administrator does not respond within the ten (10) workday time limit, the grievant may appeal to Level III. Within these time limits either party may request a conference, which shall be granted.

F. Level III: Formal - Grievance Resolution Committee (GRC)

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the Grievance Resolution Committee (GRC) within forty-five (45) workdays of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance.
2. This statement shall include a copy of the original grievance, the decisions rendered previously and a statement of the reason for the appeal. This document shall be reviewed by the AVUTA

Grievance Committee before the grievant submits it to the GRC.

3. The GRC shall communicate in writing within ten (10) workdays of the receipt of the appeal and shall schedule the GRC within thirty (30) work days of receipt. The grievant, the respondent, and the AVUTA President or designee, as long as they are not part of the GRC, shall have the right to present their case at the GRC committee meeting. The decision of the GRC shall be advisory to the Board of Trustees.
4. The GRC shall use a majority decision-making process, by a secret ballot.
5. The composition of the Grievance Resolution Committee shall be:
 - a. The Superintendent or designee;
 - b. a site administrator, not from the grievant's work site, selected by the Superintendent;
 - c. a certificated member of the Human Resources Office;

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ARTICLE 9 – GRIEVANCES (CONT.)

F. Level III: Formal – Grievance Resolution Committee (GRC) (Cont.)

- d. the AVUTA President or designee;
 - e. One (1) appointees-from AVUTA who is not from the grievant's work site; and
 - f. AVUTA Grievance Chair or designee.
6. The GRC, under the rules set forth above, shall be advisory to the Board of Trustees for the period of the contract.

G. Level IV: Formal - Board of Trustees

In the event that either party is not satisfied with the GRC's decision, that party may appeal the decision in writing within ten (10) workdays to the Board of Trustees. The Board shall respond within sixty (60) days, excluding summer break. The Board's decision is final.

ARTICLE 10 – TRANSFERS

A. The purpose of this Article is to ensure fair treatment of unit members in all transfers and appointments to vacancies.

B. "Transfer" shall be defined as the movement of a unit member from school to school.

1. Data and information relating to the transferee shall be switched over to the new site within 30 days of the new assignments or transfer.

C. Vacancies

1. A "vacancy" is any vacated, promotional or newly created position, including the opening of new sites.
2. Notice of all District vacancies shall be posted electronically, at each worksite and the Human Resources Office as they occur. Copies of such vacancies shall also be sent to the Association President. Such notices shall include available specific information relating to the vacant position, the nature of any special considerations which may affect the performance of the unit member, and shall include a closing date for the applications.

3. No permanent assignment to fill vacancies shall be made before the posted closing date.

4. Upon request, the District shall notify a unit member of the reasons the unit member was not

selected for a vacancy.

5. School Closure

- a. If a particular school is to be closed, unit members at that school shall have the right to be placed at other school sites if they hold the proper credential. Placement shall be in new or vacant positions first, and if none exist, placement shall then be made by displacing the least senior unit member at another District school site.
- b. "School Closure" shall be defined as:
A school which will no longer be utilized for the instruction of students currently enrolled at that site.

D. Voluntary Transfers

1. Unit members may submit a "Request for Transfer" form to the District Human Resources Office for any posted vacancy for which they are highly qualified in the subject area, pursuant to Elementary and Secondary Education Act (ESEA) Guidelines.
2. Unit members requesting transfer shall be interviewed and be given consideration for vacancies.
3. Whenever possible, key teacher(s) should be involved in the transfer interviewing process. E.

Involuntary Transfers

1. No involuntary transfers shall be made unless they are necessary to meet changes in enrollment, curriculum, program, best legitimate interests, or changes in credential standards as determined by the California Commission on Teacher Credentialing.

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ARTICLE 10 – TRANSFERS (CONT.)

E. Involuntary Transfers (Cont).

2. The District shall seek volunteers prior to making any involuntary transfer(s). If volunteers are not available, unit members with the appropriate credential, teaching experience in the subject and the least District seniority shall be transferred first.
3. A unit member who has been involuntarily transferred may request a conference with the appropriate administrator regarding the involuntary transfer, which shall take place within seven (7) workdays of the notice of involuntary transfer. The unit member may request an Association Representative to attend the conference.
4. Unit members who are involuntarily transferred under this Article may apply for a voluntary transfer to any vacant position other than the position being vacated.
5. Unit members who are involuntarily transferred during the school year shall be given two (2) school days of released time for classroom preparation prior to the effective date of the transfer.
6. The District shall provide assistance in moving materials of unit members who are involuntarily transferred.

F. Administrative Transfer – the best legitimate interests of the employee and the District may, in specific circumstances, be an administrative transfer

1. Transfer of a unit member may be initiated by the district when it is in the best interest of all parties concerned, or to evaluate the employee in a different school or location, or as an alternative to disciplinary action.
2. In the event the employee opposes the administrative transfer, the employee may appeal to the

Administrative Transfer Committee (ATC) for a recommendation. The employee shall not be a member of the ATC. The transferee, the transferor, and the AVUTA President or designee shall have the right to present their case at the ATC committee meeting, as long as they are not part of ATC.

3. The composition of the Administrative Transfer Committee shall be:

- a. The Superintendent or designee;
- b. The site principal from the employee's current work site;
- c. A certificated administrator selected by the Human Resources Office;
- d. The AVUTA President or designee; and
- e. Two (2) AVUTA appointees, at least one (1) from the employee's work site.

4. The ATC decision shall be final. In the event the ATC cannot reach a majority vote, by secret ballot, the transfer will proceed in accordance with the provisions of Article 8.

G. Preschool Teacher and Preschool Associate Teacher Transfers

Preschool Teachers and Preschool Associate Teachers shall have transfer rights as provided for in this Article, but limited to within the Preschool Program only.

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ARTICLE 11 - ASSIGNMENT / REASSIGNMENT

A. The definition of "Reassignment" shall be movement of a unit member within a school from grade level to grade level or subject area to subject area.

B. The District shall attempt to give new employees assignments at the time of their hiring, but in any case, not later than a week before school starts.

C. The District shall attempt to give returning employees their building and teaching assignments for the subsequent year no later than thirty (30) days before the end of the unit member's contract year.

D. Each year, prior to preparing the teacher assignment schedule for a school, the administrator in charge or designee shall survey employees or department heads to determine the courses and grade levels which employees desire to teach.

E. Assignments and Re-assignments shall not be used in an arbitrary or punitive manner.

F. Unit members who are reassigned and/or relocated during the school year or hired on or after the first teacher reporting day shall be given two (2) days (or two periods for each period of reassignment/relocation) release time to prepare for their new assignment and/or location.

1. The release days do not need to be consecutive nor occur prior to the first day with students. 2. The release days should be within the first fifteen (15) school days of reassignment/relocation and will be mutually agreed upon by the unit member and site administrator.

3. Upon mutual agreement of the unit member and the site administrator, the unit member may choose to receive compensation on a timecard (up to 14 hours for full day reassignment/relocation or 2 hours per period of reassignment/relocation) for work outside the duty day in lieu of release time.

G. Shared Assignments

1. Job-sharing shall refer to two (2) unit members, on regular tenure contracts, sharing one (1) teaching assignment. Two (2) unit members may share an assignment for one (1) school year. Applications for a job-sharing assignment shall be filed through a written proposal with the site administrator, no later than February 15th of the preceding school year. The site administrator(s) shall approve or deny any request for a job-sharing assignment and notify the applicants, in writing, of the decision by March 1st of the preceding school year. Notwithstanding other provisions of this agreement, job-sharing unit members' wages, benefits and paid leaves shall be

pro-rated to the actual time worked. In no event shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared. Unit members sharing an assignment shall receive the same health and welfare benefits as full-time unit members and shall pay the difference between the unit member's pro-rata share and the cost to the District through payroll deduction.

2. Upon the request of the two (2) unit members, a job-sharing assignment may be renewed, provided the two (2) unit members notify the site administrator prior to March 1st of the preceding school year. In the event the two (2) unit members fail to notify the site administrator of their desire to continue the job-sharing assignment or, in the event the site administrator does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
3. If, for any reason, one (1) unit member cannot continue with their part of a shared assignment, the other unit member shall assume the assignment as a full-time assignment.
4. Upon return to a full-time assignment, every effort shall be made to return each unit member to the position and site held prior to the shared assignment.

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ARTICLE 11 - ASSIGNMENT / REASSIGNMENT (CONT.)

H. Preschool Teachers and Preschool Associate Teachers

This Article is not applicable to Preschool Teachers and Preschool Associate Teachers.

ARTICLE 12 - EVALUATION

A. General Provisions

1. The District and unit members shall follow evaluation procedures as set forth in the provisions of this article.
2. Only procedural violations, not the content of the evaluation, shall be subject to the grievance procedure.
3. Evaluation of unit members shall be the responsibility of an assigned site administrator. Evaluation of itinerant teachers shall be the responsibility of an assigned Administrator.
4. Evaluations and formal observations shall be recorded on standardized forms prior to conferencing

with the teacher.

5. Course of study/lesson plans are essential to effective education and shall be maintained and shall be available. These can be used to measure what has and will be taught, can be used as part of an effective evaluation, and can help provide continuity in the absence of the teacher.

B. Planning Phase

1. Unit members shall receive written information from their site administrator(s) on District goals, objectives, performance standards, teacher evaluation/observation criteria and forms within thirty (30) instructional days of the beginning of their work year.
2. Unit members shall meet with their evaluator to establish the necessary goals and objectives required of the evaluatee as they relate to the District, school, department, class(es) and unit member. Such goals shall be completed in writing within sixty (60) instructional days of the beginning of the unit member's assignment. Both evaluator and unit member shall sign and retain a copy of these goals.

C. Observation Phase

1. Each Probationary/Intern/Temporary unit member shall be observed in the performance of the unit member's assignment by their evaluator at least two (2) times during the school year. The first observation shall take place within eighty (80) instructional days after the beginning of the unit member's assignment.
 - a. A Pre-Observation Data Sheet (see **Appendix "C-1"**) shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.
2. Each permanent unit member shall be observed in the performance of the unit member's assignment by their evaluator at least one (1) time during the school year in which they are receiving a formal evaluation. (See E. Evaluation Phase, 5) The required observation shall take place within one hundred twenty (120) instructional days after the beginning of the unit member's assignment.
 - a. A Pre-Observation Data Sheet (see **Appendix "C-1"**) shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.
3. A written observation report shall be given to the unit member and a follow-up conference shall be held within ten (10) instructional days of the formal observation.

D. Remediation Phase

1. Should an observation indicate performance below the established District standards, the evaluator shall provide the unit member, during the follow-up conference, written notice of any deficiency. Such written notice shall include, but not be limited to:

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ARTICLE 12 – EVALUATION (CONT.)

D. Remediation Phase (Cont.)

- a. Statement of specific improvement needed.
 - b. Specific suggestions for improvement.
 - c. Suggested resources the unit member may use.
 - d. Suggested teaching strategies and any other strategies that will benefit the unit member.
 - e. Time line for accomplishing the correction of the deficiency.
 - f. Tentative time line for a future conference and additional written observations.
2. Unit members may request assistance from their evaluator. Assistance may include release time for the unit member to observe or consult with other unit members, mentor teacher time or other peer/administrative support and assistance, as well as specific techniques to be used.

3. In accordance with the time line established at the follow-up conference, at least one more observation and conference shall be held with the correction of deficiencies noted in writing.

E. Evaluation Phase

1. The unit member’s evaluator shall prepare, no later than thirty (30) calendar days prior to the last school day, a formal written evaluation which shall be presented to the unit member for review.

Within ten (10) instructional days of receipt of the written evaluation a conference shall be held between the evaluator and the evaluatee for the purpose of discussing the evaluation.

2. The evaluation shall be signed by both parties. The signature of the unit member does not indicate agreement with the contents of the evaluation, only that the unit member has received a copy of the evaluation.
3. Evaluations shall be prepared by the evaluator on the basis of the performance of the unit member in the unit member’s assignment.
4. Probationary unit members shall receive a formal written evaluation at least once each school year.
5. Permanent unit members shall receive a formal written evaluation at least once every other school year.
 - a. Permanent unit members who have served in the District for more than ten (10) years and have received three (3) consecutive evaluations in permanent status indicating they meet or exceed standards shall be evaluated at least once every four (4) years.
6. The following charts shall be used to determine “needs to improve” and “unsatisfactory” standards and overall evaluations.

PER STANDARD	STANDARD DETERMINED TO BE:
Two (2) elements marked below “Satisfactory”	“Needs to Improve”
Three (3) elements marked below “Satisfactory”	“Unsatisfactory”

OVERALL EVALUATION	EVALUATION DETERMINED TO BE:
Two (2) “Unsatisfactory” Standards	“Unsatisfactory”
Three (3) Needs to Improve” Standards	“Unsatisfactory”
Two (2) “Needs to Improve” Standards in two (2) consecutive years	“Unsatisfactory”

ARTICLE 12 – EVALUATION (CONT.)

E. Evaluation Phase (Cont.)

7. If the unit member has received an overall unsatisfactory evaluation, the unit member shall be annually evaluated until the unit member achieves a positive evaluation or is separated from the District.
8. The unit member shall be offered the opportunity to attach written objections and clarifying or supportive statements to the written evaluation within ten (10) work days of the date of the conference before the evaluation is placed in the unit member’s personnel file.
9. Unit members who have received three consecutive evaluations in permanent status indicating they meet or exceed standards may initiate an alternative evaluation process with mutual agreement of the principal.
 - a. The personal growth goals and expected outcomes of the evaluation will be agreed upon by

both the unit member and the evaluator.

- b. The goals of the evaluation may span a two-year evaluation cycle.
- c. The unit member and evaluator shall meet at least three times each year to discuss progress towards goals.
- d. The final meeting will be a presentation of the evidence that the goals have been met.

F. Preschool Teachers and Preschool Associate Teachers

1. Article 12 - Evaluation shall apply to Preschool Teachers and Preschool Associate Teachers with the following exceptions:

a. Section E. - Evaluation Phase shall apply to Preschool Teachers and Preschool Associate Teachers as follows:

- 1) Preschool Teachers and Preschool Associate Teachers shall receive a formal written evaluation on the appropriate Preschool Evaluation Form (see **Appendix "C-4"**) at least once each school year for the first three (3) years of employment.
- 2) At the completion of the third year of employment, Preschool Teachers and Preschool Associate Teachers shall receive a formal written evaluation on the appropriate Preschool Evaluation Form at least once every other school year.

G. An Evaluation Form Committee made up of four (4) Association members, two (2) District site administrators and one (1) District Office administrator will meet for the purpose of reviewing the teacher evaluation process and making necessary changes at least once every three (3) years. Until the committee reaches an agreement on any changes, the current District forms stay in place. The California Standards for the School Counselling Profession (by CASC) shall replace the California Standards for the Teaching Profession on the planning, observation and evaluation tools when a school counselor is being evaluated. As revisions of California Standards for the Teaching Profession and/or California Standards for the School Counselling Profession become available, the forms will be updated without the

Evaluation Form Committee convening and provided to and approved by the negotiating team the school year prior to use.

ARTICLE 13 - HOURS AND ADJUNCT DUTIES

A. Duty Day

1. The duty day for Preschool Teachers and Preschool Associate Teachers shall be eight (8) hours. The duty day for all other unit members shall be seven (7) hours and eleven (11) minutes. Each unit member shall receive a minimum of thirty (30) minutes duty-free lunch period within the duty day.
2. Specific assignments for unit members during the duty day shall be made by the site administrator or the unit member's supervisor.
3. All elementary teachers shall be provided a continuous thirty (30) minute conference period on each full-length student day. Full-length school days do not include any day in which there is a reduction in instructional minutes on campus (e.g. SERD days, minimum days, conference days, or any other day on a reduced schedule). All high school teachers and middle school teachers working on a master schedule shall be provided a conference period as one of their scheduled periods each day. All teachers are expected to be on campus and available for the duration of their assigned conference period unless arrangements have been made with site administration.

Teachers may use their professional discretion in order to prioritize and maximize the efficiency of their conference period. This time will be free from student supervision, in order to fulfill professional obligations, and shall be used for conference and planning purposes. Professional obligations may include calculating grades, writing lesson plans, preparing for lessons, contacting parents, meeting with administrators, counseling students, preparing rooms, and collaborating with peers. Conference periods may also be used, on a reasonable basis, for participating in student support activities such as IEP, SST, MTSS, or other student/parent support meetings for students served by the teacher. Any requests to substitute during conference periods will be compensated at the hourly rate.

Conference periods will not be provided on days that a classroom teacher is not in the classroom (e.g. supervising a field trip, attending a training or conference) and may not be provided on days when the daily schedule is disrupted by events such as inclement weather, safety drills, or emergencies. When conference periods are canceled due to inclement weather, teachers shall be afforded the opportunity to make up that time on a shortened day or be paid at the hourly rate per agreement with the site principal.

4. If a qualified substitute is not available to cover the class of an absent teacher, the students may be assigned to other classrooms, at the discretion of the site administrator, for the period of the absence or until a qualified substitute becomes available. Each participating teacher shall be paid an equal proportion of the certificated hourly rate of \$75.00 per hour, rounded to the nearest half or whole hour.
5. All unit members who do not have a preparation period and are required to provide course work for a student on Independent Study and/or Home Hospital shall be compensated \$75.00 for each week (5 student days), that the student is absent from class.
 - a. Teachers with Independent Study and/or Home Hospital students that extend beyond 5 student days shall be compensated at a rate of \$15.00 per day.
 - b. For students with multiple teachers, each participating teacher shall be paid an equal proportion of the compensation.

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ARTICLE 13 - HOURS AND ADJUNCT DUTIES

B. Student Early Release Days

All schools K-12 shall have one (1) early release day for students, each week *excluding the first and last week of school, and excluding the weeks containing minimum days* during the school year. These days will be utilized for the following:

1. One Student Early Release Day per month plus one additional day shall be assigned for individual teacher professional duties including but not limited to student ILP's, progress reports, report card preparation and home / school communications. The scheduled dates for each segment (K-8 and 9-12) shall be determined by a committee made up of three (3) members chosen by AVUTA and three (3) District administrators.
2. The remaining Student Early Release Days shall be used for professional development as determined by District and / or site.
3. Student Minimum Days to facilitate parent/guardian conferences in the K-8 program and final exams in the 9-12 program shall be scheduled as follows:
 - a. Four (4) parent/guardian conference student minimum days will be scheduled in the elementary program near the end of the first trimester grading period.
 - b. Five (5) final exam student minimum days will be scheduled in grades 9-12.

C. Duty Year

1. Unit members shall have a duty year of 184 days.
2. The four non-student days are defined as follows:
 - a. Commencing the 2025/2026 school year, three (3) consecutive days within the same work week, prior to the first student day.
 1. The equivalent of one (1) day is administrator directed and may be split between no more than two (2) of the days.
 2. The equivalent of two (2) days, of which one (1) is a full day, are designated for teacher classroom preparation.
 - i. If any bargaining unit member is directed by an Administrator to do district business (Orientation, Trainings, Department Meetings, etc.) during this time, they shall be afforded the opportunity to make up the time outside of school hours at the district hourly rate.

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ARTICLE 13 - HOURS AND ADJUNCT DUTIES

C. Duty Year (cont.)

- b. One (1) day at the end of the year is designated for teacher end-of-year classroom preparation including check out procedures.
3. The district shall allow unit members access to their workspace five (5) consecutive work days, during normal work hours prior to the beginning of the first teacher report day of the school year barring any unforeseen circumstances.
4. Items #2 and #3 of this section shall not preclude duties as outlined in Article 13, Section D - Adjunct Duties.
5. A unit member's per diem rate of pay for extended contract assignments shall be calculated on a 180 day duty year.

D. Adjunct Duties

1. Unit members may be required to participate in the following segment specific activities:

Elementary High School

Back to School Night Back to School Night

One (1) Family event Graduation

2. Unit members may be required to participate in up to five (5) calendared staff meetings per school year. The dates and times for these meetings shall be provided to staff prior to the first student day. Any change in meeting date or time will be provided to employees seven (7) workdays prior to the new meeting date and time. Administration shall excuse an employee from attending a rescheduled meeting if the employee can demonstrate a compelling reason, such as a scheduled appointment. Any staff member excused by administration shall be responsible for obtaining information disseminated. Staff meetings will be at administrative direction and shall not exceed

sixty minutes in duration beyond or prior to the duty day.

3. Unit members may be requested to attend additional staff meetings. These meetings are voluntary in nature and shall not be compensated. These meetings may be initiated by staff members or administration to address site specific topics.
4. Any unit member required to attend an IEP scheduled outside the duty day shall be compensated at the certificated hourly rate per Article 20, I.1.
5. Administration may request additional adjunct duties pursuant to Article 20, Section G, Schedule "F".

E. Activities

The Association and management concur that it is an essential requirement to the profession of education and to the benefit/safety of students that activities beyond the duty day are necessary even when said activities are not eligible for pay or other consideration.

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ARTICLE 14 - SAFETY

- A. Unit members shall not be required to work in unsafe conditions.
- B. Questionable conditions shall be brought to the attention of the immediate supervisor who will make a final decision on safety violations.
- C. Upon determination that an unsafe condition exists, the District shall correct the condition.
- D. The Association shall appoint three (3) volunteer representatives to the District Safety and Health Committee: one (1) high school teacher, one (1) TK- 8 unit member, and one (1) TK- 6 unit member.
 1. The District Safety and Health Committee shall meet a minimum of four (4) times per school year with a mutually agreed upon calendar.
 - a. During the scheduled meetings, AVUSD and AVUTA will discuss unit members' issues with safety in the district, at the worksite, and in the unit members' classroom.
 - b. After discussion the committee will determine if the safety issues require a solution, or more information
- E. The District shall provide each school site administration with access to a work order system for the purpose of correcting unsafe conditions.
- F. The District shall comply with provisions of the law with regard to safety issues.
- G. The District shall provide assistance in moving classroom materials upon any relocation requested by district or site administration.

ARTICLE 15 - LEAVES

A. Illness Leave

1. Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness, injury or quarantine. Unit members who work less than full time shall be entitled to prorated leave, which shall be the same length as the unit member's work day.
2. Each unit member shall be notified of accumulated leave by no later than December 1st of each school year. The District shall inform unit members, upon employment, of their right to transfer illness leave accumulated in other California districts. Every effort shall be made to provide pay warrants showing accumulated sick leave.
3. After all earned leave as set forth in Paragraph #1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all accumulated sick leave has been used.
4. Whenever possible, a unit member must first contact the Automated Substitute Calling System or the immediate supervisor as soon as the need to be absent is known. This shall be at least two (2) hours prior to the start of the unit member's work day to permit the employer time to secure a substitute. Failure to provide adequate notice except in emergency situations may be grounds for denial of a leave with pay.
5. If unable to return to duty on the subsequent work day, a unit member shall attempt to notify the immediate supervisor ninety (90) minutes prior to the end of that unit member's work day.
6. If an illness occurs during the school day, the illness leave deducted will be for the part of the school day to the nearest hour the unit member was absent.
7. In the event of more than five (5) consecutive days of absence due to illness during the school year,

the District may require a statement of a physician certifying the illness. The District may immediately require a statement of a physician certifying an illness if the District has evidence to support a pattern of abuse of illness leave.

8. Unit members may donate/contribute a maximum of 5% of their total sick leave days to other distressed/needy members in one contract year. Contributed days must be accrued through service to Apple Valley Unified School District.

B. Personal Necessity Leave

1. Personal Necessity Leave is limited to a maximum of eleven (11) days of illness leave (combined total of any Personal Necessity Leave use), each school year.
2. Personal Necessity Leave shall not be used for the following purposes:
 - A. Political activities or demonstrations;
 - B. Vacation, recreation or social activities; or
 - C. Extension of a school holiday, recess or vacation.
3. Personal Necessity Leave taken prior to, or following a school holiday, recess or vacation shall require advance permission from the Superintendent or designee. The reason for the Personal Necessity Leave shall be documented on the unit member's Leave Request form.

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ARTICLE 15 – LEAVES (Cont.)

B. Personal Necessity Leave (cont.):

4. A unit member may claim Personal Necessity Leave for the following:
 - a. Death of a member of the immediate family, in addition to the Bereavement Leave.
 - b. As a victim of: domestic violence; sexual assault; and/or stalking
 - c. Accident involving the unit member or unit member's property or the person or property of a family* member of such nature as to require the presence of the unit member during the work day.
 - d. Serious or critical illness of a member of the family* member.
 - e. Appointment with a doctor or dentist for the unit member or family* member.
 - f. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member.
 - g. Observance of major religious holidays of the unit member's faith.
 - h. An appropriate or compelling reason requested and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

Unit members shall not claim Personal Necessity Leave under Section B.4.h. unless an explanation of Personal Necessity Leave has been provided by the unit member and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

- i. Urgent personal affairs which cannot be taken outside of school hours.

*NOTE: *Per AB1522 the Healthy Workplaces, Healthy Families Act of 2014 the definition of "family member: for c, d, and e above to include: a child (biological, adoptive, foster, step), legal guardian, or person who stands in loco parentis, regardless of age or dependency*

5. To the degree possible, Personal Necessity Leave shall be requested on the appropriate form in advance from the immediate supervisor.
6. The unit member shall not be required to secure advance permission for Personal Necessity Leave taken for the following:
 - a. Death of a member of the immediate family.
 - b. Accident involving the unit member or unit member's property or the person or property of the immediate family of such nature as to require the presence of the unit member during the

work day.

c. Serious or critical illness of a member of the immediate family.

d. Urgent personal affairs which cannot be taken care of outside school hours.

C. Sabbatical Leave

1. A Sabbatical Leave is a leave which may be granted by the Board of Trustees to a permanent unit member for the reasons provided by Education Code.
2. The District may grant such leave to no more than two (2) percent of the total number of unit members employed. Sabbatical Leave that is granted must be taken in semester or trimester increments not to exceed two (2) full semesters or trimesters.

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ARTICLE 15 – LEAVES (Cont.)

C. Sabbatical Leave (cont.):

3. A unit member who has completed seven (7) consecutive years of certificated service in the District may apply for Sabbatical Leave. An individual may be granted only one (1) such leave in each seven (7) year period. Applications for Sabbatical Leave must be filed not later than November 1st of the year preceding the school year in which a Sabbatical Leave is intended. Applications will be evaluated by the Superintendent and approved by the Board of Trustees. Notification of their decision shall be given to the unit member not less than one (1) semester or trimester prior to the date that the leave is intended.
4. A unit member on Sabbatical Leave shall receive fifty (50) percent of the salary the unit member would have received on regular, full-time duty in the District. During the term of the Sabbatical Leave, all benefits shall remain the same as other unit members. Unit members who take Sabbatical Leave of less than one (1) year, shall have their salary pro-rated.
5. Any unit member who is granted Sabbatical Leave shall file a bond with the District, which shall enable the District to reclaim any remuneration granted the unit member while on leave in the event that the unit member does not remain with the District for a period at least twice the period of the leave. The bond shall be exonerated in the event that the failure of the unit member to return and render the agreed upon period of service is caused by the death, physical or mental disability of the unit member.
6. The unit member, while on Sabbatical Leave, shall receive salary warrants in the same manner as other unit members.
7. The unit member shall be re-instated in the position held at the time of the granting of the Sabbatical Leave unless the unit member otherwise agrees.
8. A unit member returning from Sabbatical Leave shall receive the same progressive advancement on the salary schedule as the unit member would have received had the unit member remained in active service.
9. A period of Sabbatical Leave does not affect retirement status, providing the unit member's full time retirement contributions are made for the period of the leave. The District and unit member must pay retirement the same as other unit members.
10. The District shall inform unit members at the time the Sabbatical Leave is granted of their right to pay for full-time service credit for retirement benefits.
11. Each applicant who has been granted a Sabbatical Leave shall file a report with the Superintendent within one (1) semester or trimester of return to duty. Applicants shall not be considered to have completed the requirements for this Sabbatical Leave until their report has been submitted to the Superintendent.
12. A "trimester" shall be defined as twelve (12) consecutive weeks.

D. Pregnancy Disability Leave

Unit members are entitled to use paid leave as provided in Section "A" herein for disabilities caused

or contributed to by the unit member's pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from other conditions of medical disability. The length of the Pregnancy Disability Leave, including the dates when the

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ARTICLE 15 – LEAVES (Cont.)

D. Pregnancy Disability Leave (cont.):

leave shall commence and duty be resumed, shall be determined by the unit member and her physician.

2. Every effort shall be made to return the unit member to the position and site held prior to the Pregnancy Disability Leave.

E. Maternity/Paternity Leave or Child Bonding Leave

1. Effective July 1, 2016, the District shall provide a unit member leave pursuant to AB375/AB2393 to care for a child born to, adopted by the unit member, or for any child whom the unit member or spouse becomes legally responsible. This leave provides for 12 school weeks of leave for this purpose and shall run concurrent with the parental leave currently granted under the California Family Rights Act (CFRA). The employee shall have the option of utilizing their accumulated sick leave during this leave. If the employee does not have adequate accumulated sick leave, the employee shall be paid his/her salary minus the sum that is actually paid or would have been paid to a substitute employee.
2. Request for Maternity/Paternity or Child Bonding Leave, including the dates the leave is to begin, is to end, and whether the employee is opting to utilize the paid leave provision of the law, shall be made in writing to the Superintendent or his/her designee, not less than 30 days before the leave is to begin, or in emergency situations, as soon as possible.
3. There shall be no reduction or gain of employment status during the Maternity/Paternity OR Child Bonding Leave unless otherwise provided by law.
4. Every effort shall be made to return the unit member to the position and site held prior to the Maternity/Paternity Leave or Child Bonding Leave.
5. Unit members health insurance shall continue for the duration of this leave in accordance with law. The unit member must continue to pay their monthly premiums either directly to the district or continue through payroll deduction if adequate wages are available for such deduction.

F. Bereavement Leave

1. Unit members shall be entitled to five (5) days paid leave of absence without illness leave deduction in the event of a death in the immediate family of the unit member.
2. Members of the immediate family include husband, wife, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, sister, sister-in-law, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandmother, grandfather, grandchildren or any other person living in the unit member's household.

G. Industrial Accident Leave

1. Unit members shall be entitled to Industrial Accident Leave up to seventy (70) days for job-related injury or illness. An industrial accident or industrial illness as used in this Agreement means any injury or illness caused as a result of service for the District, as determined by Workers' Compensation.
2. Such Industrial Accident Leave shall not exceed seventy (70) days during which the unit member is assigned to enter service in any one (1) fiscal year for the same industrial accident.
3. The injury or illness shall be reported within twenty-four (24) hours or as soon as possible after the occurrence to the immediate supervisor or designee.

ARTICLE 15 – LEAVES (cont.)

G. Industrial Accident Leave (cont.):

4. Benefits in this section are to be used prior to, and separate from illness leave benefits or extended illness leave. Deduction from illness leave shall not be made until the unit member has been absent in excess of seventy (70) days of assigned duty.
5. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform the regularly assigned duties.
6. Unit members have the right to request a change of physician to one of the unit member's own choice. The unit member shall notify the District before exercising this right.
7. Unit members shall be deemed to have recovered from an industrial accident or illness and able to return to work when the statement of the unit member's physician is accepted by the JPA Workers' Compensation Agency.
8. Unit members absent for Industrial Accident Leave for seventy (70) days of assigned duty shall be entitled to use other leave benefits including sick leave, differential pay for up to five (5) school months or an unpaid leave of absence.
9. The total of the unit member's temporary disability indemnity and the portion of salary due to the unit member during this absence shall equal the unit member's full salary.

H. Leave Without Pay

1. The District may grant Leave Without Pay, salary increment or credit towards tenure when there is a definite intent on the part of the unit member to return at the end of the designated period. The unit member must notify the District by March 15th of the intent to return or resign.
2. The unit member must submit a written request for the Leave Without Pay to the Superintendent or designee. If the request for Leave Without Pay is approved by the Superintendent or designee, it will then be forwarded to the Board of Trustees for final approval.
3. Unit members may participate in District insurance programs by paying the necessary premiums.
4. Every effort shall be made to return the unit member to the position and site held prior to the Leave Without Pay.
5. Leave Without Pay may be granted for up to one (1) year for the following purposes:
 - a. Personal Emergencies;
 - b. Professional Study or Research;
 - c. Long-term Illness of the unit member;
 - d. Care for a member of the immediate family who is ill;
 - e. United States Peace Corps Leave Without Pay may be granted for a period not to exceed two (2) years; and
 - f. Legislative Leave Without Pay shall be granted for the length of the term in office for unit members elected to public office.

I. Jury Duty/Official Appearance Leave

1. Unit members shall be provided Jury Duty Leave for regularly called jury duty.

ARTICLE 15 – LEAVES (cont.)

I. Jury Duty/Official Appearance Leave (cont.):

2. Unit members granted Jury Duty Leave under these provisions shall be granted full District compensation. If the unit member receives Jury Duty reimbursements other than travel or subsistence expenses, those reimbursements must be endorsed and given to the payroll office

when the employee returns to work. The unit member is entitled to retain any travel and subsistence expenses paid by the court.

J. Military Leave shall be granted as stated in current Education Code.

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ARTICLE 16 - INDUCTION

A. Beginning Teachers' Induction Program

1. Beginning teachers shall be provided induction assistance and coaching to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as stated in the *California Standards for the Teaching Profession*. Participation shall be determined by the Human Resources Office in accordance with Education Code.

2. Beginning Teacher Participants

a. A beginning teacher shall be defined as:

1) First or second year teacher who has a preliminary or professional clear credential;

2) intern teachers; and/or

3) a teacher holding either an Emergency Permit, Pre-Intern Permit or Credential Waiver. b.

All communication between the Induction Coach/Mentor and the beginning teacher shall be kept

confidential, and without the written consent of the beginning teacher shall not be shared with others, including the Principal, or the evaluator.

- c. It is understood that the purpose of participation in the Beginning Teacher Induction Program is to provide peer assistance, and the Induction Coach/Mentor shall play no role in the evaluation of the teaching performance of a beginning teacher participant. The evaluation of the beginning teacher is the sole responsibility of the site administrator.

B. Induction Coach/Mentor

An "Induction Coach" is defined as a permanent certificated unit member who provides assistance to a participating teacher enrolled in the Induction Program.

A "Mentor" is defined as a permanent certificated unit member who provides assistance to a new teacher not eligible to be enrolled in the Induction Program.

1. Induction Coach/Mentor Selection

a. Induction Coach/Mentor shall:

- 1) Possess a California Clear Teaching Credential;
- 2) Be a permanent teacher who has successfully taught in the District for at least five (5) years; or, have a minimum of five (5) years of teaching experience, which may include experience outside the District. Induction Coach/Mentor must complete or have completed a district provided or comparable Formative Assessment Training Program.
- 3) Demonstrate exemplary teaching ability;
- 4) Demonstrate talent in written and oral communications;
- 5) Demonstrate ability to work cooperatively and effectively with other professional staff members; and
- 6) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including: classroom management, instructional techniques and student assessment.

b. Induction Coach/Mentor shall be selected as follows:

- 1) A notice/announcement based on the need for Induction Coach/Mentor shall be posted and distributed to school sites;
- 2) Interested applicants shall submit an application form and a letter of application; 3) Interested applicants shall submit at least three (3) letters of reference from individuals who have direct knowledge of the applicant's ability both in teaching and working with colleagues. At least one (1) letter shall be from the applicant's immediate supervisor and one (1) letter shall be from a teacher or Association representative.

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ARTICLE 16 – INDUCTION (CONT.)

B. Induction Coach/Mentor (Cont.)

- 4) All applications submitted shall be subject to a screening process established by Human Resources to ensure that candidates meet the minimum qualifications of an Induction Coach/Mentor;
- 5) Induction Coaches/Mentors may continue in service if they have a positive evaluation. Induction Coach/Mentor assignments shall be based upon the needs of beginning teachers, and the Induction Coach/Mentor's teaching credential(s), experience, and site location. Induction Coaches/Mentors are not guaranteed an assignment.
- 6) Induction Coaches shall receive a stipend of \$2,750 per assigned participating teacher per year.
- 7) Mentors shall receive a stipend of \$2,000 per assigned participating teacher per year.

2. Induction Coach/Mentor

Induction Coach/Mentors shall assist participating teachers through demonstrations, observations, coaching, recommended conferences or workshops for teachers, and other appropriate activities that will support the participating teacher

ARTICLE 17 – CLASS SIZE

- A. During the term of this Agreement, the District shall follow the class size standards as provided for in California Education Code.
- B. If, during the term of this Agreement, an initiative is passed which provides additional funding to lower Class Size, the Association and the District will meet and negotiate on class size.
- C. Upon request of the Association, the District agrees to meet with the AVUTA President or President's designee on a monthly basis to review class size for compliance with Education Code.
- D. The following class size maximums are intended to be caps. The District and Association agree to work together to develop creative solutions if and when classes exceed these caps. In the event, after three (3) weeks of school, a class exceeds the maximum, the teacher and/or the AVUTA representative may convene a meeting with the following individuals: the teacher, site administrator, AVUTA representative, and an AVUSD representative to discuss possible remedies.

The size of the classroom, the number of workstations, and the physical facilities, where such factors aid or impede instruction, shall determine class size when safety is a factor.

- 1. TK Maintain Compliance with law
- 2. Grades K-3 26:1 student/teacher ratio
- 3. Grades 4-6 35:1 student/ teacher ratio
- 4. Grades 7-12 (Core Academic Classes: Math, English, Science, Social Science) - 36:1

student/teacher ratio

5. Grades 7-12 Electives (excluding the Performing Arts, ASB and PE) - 38:1 student/teacher ratio

a. Grades 7-12 Performing Arts and PE - 50:1 student/ teacher ratio

b. Athletic PE and ASB shall not be capped

6. Special Education (Self Contained Moderate/Severe) - 15:1 student/teacher ratio 7. Special

Education Grades TK-6 (Self Contained Mild/Moderate) - 22:1 student/teacher ratio 8. Special

Education Grades 7-12 (Self Contained Mild/Moderate) - 26:1 student/teacher ratio

E. The following special education caseload maximums are intended to be caps. A caseload is defined as the total number of students that the unit member holds the primary responsibility for the IEP process. The District and Association agree to work together to develop creative solutions if and when caseloads exceed these caps. In the event, after three (3) weeks of school, a caseload exceeds the maximum, the unit member and/or AVUTA representative may convene a meeting with the following individuals: the unit member, site administrator, AVUTA representative, and an AVUSD representative to discuss possible remedies.

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ARTICLE 17 – CLASS SIZE

E. Special Education Case Load (cont.)

1. Mod/Severe 16 Students

2. Mild/Moderate 28 Students

3. SLP/APE 55 Students

F. The District shall adhere to a class size school site average for Grades TK - 3 of no more than 24 students.

G. The District shall adhere to a class size school site average for Grades 4 - 6 of no more than 33 students. The District and Association agree to work together to develop creative solutions if and when the school site average exceeds this cap. The teacher and/or the AVUTA representative may convene a meeting with the following individuals: the teacher, site administrator, AVUTA representative, and an AVUSD representative to discuss possible remedies.

H. If State funding is reduced which prohibits implementation of Class Size Reduction efforts in Grades TK-3 classrooms and the class size average in Grades 4, 5 and 6 of no more than 32.3 students, the District shall follow the class size standards as provided for in California Education Code.

I. The District shall make its best efforts to balance classes across TK-8th self-contained classes and 7th-12th grade identical sections/periods by the end of the third week of the first semester.

1. No student shall be added to a K-3rd grade classroom with 24 students until all classes at that grade level have 24 students, unless the grade-level teachers agree otherwise.

2. No student shall be added to a 4th-6th grade classroom with 32 students until all classes at that grade level have 32 students, unless the grade-level teachers agree otherwise.

ARTICLE 18 - SUMMER SCHOOL

A. District

The District shall hire qualified bargaining unit members to teach Summer School assignments if such applicants are available.

B. Notice

1. Summer School positions and application procedures shall be sent to unit members prior to May
1. 2. Unit members shall have at least two (2) weeks to apply for Summer School positions.

C. Assignment – Summer School / Intersession

Assignments shall be made by the designated Principal, with priority given to AVUSD bargaining unit members.

D. Salary and Benefits

1. Summer School/Intersession teachers shall be paid an hourly rate of \$75.00 per hour.
2. The hours and days assigned to the District's grades TK-12 Summer School unit members shall be determined by the District, based upon available funding and student needs.
3. Site discretionary/grant funded summer school/intersession hours and days shall be determined by the site principal based upon available funding and student needs.

ARTICLE 19 – COMPENSATION

A. Bargaining for Total Compensation Package

1. Compensation package includes: salary, health and welfare benefits, and employer required retirement (STRS/PERS) contributions paid per bargaining unit member.
2. Compensation package includes: the effects of increases in statutory compensation costs to the District such as: Medicare, worker's compensation and unemployment insurance.
3. Total compensation package includes Sections A.1 and A.2 of this article.
4. Total compensation package shall be reopened for negotiations every year of the contract unless otherwise agreed upon.

B. Salary

1. Unit members who serve less than one (1) year or one (1) semester on a regular teaching contract shall receive their daily rate of pay for each day of required duty.
2. Pay Warrants
 - a. Annual salary shall be paid to unit members in twelve (12) equal payments. Unit members currently receiving ten (10) equal payments will have the option to continue this arrangement if they notify the Central Services Office in writing. Each unit member is responsible for re-payment of monies not earned if they leave service to the District before the end of their contract. Unit members shall stay on the same pay warrant plan unless they notify the District in writing. Unit members will not be allowed the option of returning to the ten (10) month pay option once opting for the twelve (12) month pay option.
 - b. Each unit member shall be paid their regular monthly salary on the first workday of the month with appropriate deductions taken from each warrant.
 - c. Salary payments for services, in addition to the unit member's regular assignment, shall be

made on the first day of the month following the payroll period in which the service was performed or, as soon as the processing is completed.

- d. Unit members may authorize the District in writing to make electronic deposits of salary warrants. Such deposits shall be made not later than the day the warrant would normally be released to the employee.
- e. Optional salary deductions may be elected in writing by unit members to be taken from gross earnings. Authorization for optional deductions shall remain in effect until the District receives written notice from the unit member altering such authorization. Optional salary deductions must be deposited and recorded to the destination account within a reasonable period of time. Optional salary deductions may include, but are not be limited to, the following:
 - 1) Credit Unions of choice;
 - 2) Tax-Sheltered Annuities of choice (must be approved by San Bernardino County Council);
 - 3) Additional insurance of choice;
 - 4) Charities of choice; and

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ARTICLE 19 – COMPENSATION (CONT.)

B. Salary (Cont.)

- 5) Association dues. The contribution of Association dues shall be assessed in accordance with the distribution of annual salary. For example: those employees on ten (10) equal monthly payments will contribute Association dues in ten (10) equal installments and those employees on twelve (12) equal monthly payments will contribute Association dues in twelve (12) equal installments. This Association dues deduction schedule shall also apply to Article 22 - Organizational Security, Sections “A” and “B”.
 - 6) Section 125 Plan
3. The District shall provide each unit member with verification of salary advancement credits each year at the time of contract renewal or salary notification.
4. Initial Salary Schedule Placement
- a. All certificated staff hired into the District shall be limited to actual (K-12) teaching experience or a maximum of ten (10) years teaching service for credit for initial salary schedule placement, whichever is less.
 - 1) Initial placement on the salary schedule for up to ten (10) years maximum shall be given for full years of regular contractual service in elementary (K-6) and/or secondary (7-12) public and private schools which are accredited by a recognized Regional Accrediting Agency, or non-public schools licensed by the State of California for educating Special Education students.
 - 2) If a partial year's service is requested in writing for a full year's service credit and this meets the requirements of Section B.4.a. above, then a minimum of 75% of the regular contract days as determined by the contract under which the person worked must have been in paid status.
 - 3) A person serving at least 75% of school days in the immediate prior year in this District as a long-term substitute and/or in a contract position shall be granted one (1) year service credit for that year for initial placement on the salary schedule.
 - b. The “Intern Credential with BA” bargaining unit members shall be removed from the “Emergency Credential Intern (BA)” column of the salary schedule. The introduction of a new “Intern BA” column will be added to the salary schedule and contain two steps. The two steps shall match the Column 1 step 1 and 2 of the salary schedule.

- c. Effective May 4, 2016 all fully credentialed speech and language pathologists hired by the district shall be awarded full service credit for years served within an accredited institution on the certificated salary schedule in the appropriate column, based on verification of coursework and the appropriate step, based on verification of experience.
- d. Effective July 1, 2017, contract Speech Pathologists working under a waiver for credentialing, will be placed at their actual placement on the AVUSD Certificated Salary Schedule, Class and Step or Class IV, Step 7, whichever is higher.

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ARTICLE 19 – COMPENSATION (CONT.)

B. Salary (Cont.)

- 1) If their actual placement is higher than Class IV, Step 7 they will progress annually on the salary schedule;
 - 2) If Class IV, Step 7 is higher than their actual placement, they will remain on Class IV, Step 7 until their Credential is cleared or they have earned the appropriate units for Class IV and completed 7 years of service in order to advance to step 8 in the subsequent year.
 - 3) Waiver Credentialed Speech Pathologists must meet the annual CTC guidelines for a waiver;
 - 4) During a given school year, any Waiver Speech Pathologist not able to meet the Annual CTC guidelines to renew the waiver shall be required to pay back the difference between their actual placement on the salary schedule and Class IV Step 7 earnings during that school year. The schedule of repayment will be negotiated.
- e. Longevity: Bargaining unit members that reach Column IV Step 26 shall receive 102% of Column IV Step 22.
 - f. Longevity: Bargaining unit members that reach Column IV Step 30 shall receive 104% of Column IV Step 22.
 - g. Longevity: Bargaining unit members that reach Column IV Step 34 shall receive 106% of Column IV Step 22.
5. Salary Schedule Movement (After Initial Placement)
- a. Bargaining unit members must be physically present / work for no less than 75% of the contract year in order to qualify for Step advancement the following year. In the event an employee was not physically present 75% of the contract year they shall qualify for Step advancement if they remained in fully paid status for 184 days and received 100% of their annual contractual compensation by exclusively combining their days worked with any illness time accrued and used according to the provisions in Article 15.A.1. No donated time may be used in the calculation of 100% of annual compensation.
 - b. Full year, partial day assignments, shall count toward salary schedule advancement for the next year when the total of the percentage of time in regular contract paid status meets, or exceeds a full-time equivalent of a teaching position at the end of the contractual period [i.e., 50% per year after three (3) years would equal one (1) "Step" placement; 50% after two (2) years would equal one (1) "Step" placement]. There is no carryover beyond 100%.
6. Re-Employment Salary Schedule Placement
- a. Unit members whose initial District employment was in a program conducted under categorically funded projects, and who were subsequently employed as probationary unit member with no break in service in the specifically funded program, shall receive year-for-year credit for the previous service rendered when salary schedule placement is determined. This does not apply to consulting contracts.

ARTICLE 19 – COMPENSATION (CONT.)

B. Salary (Cont.)

- b. Unit members who have been employed in regular educational employment for the District before being assigned to a program conducted under contract with categorically funded projects, shall be entitled to continue vertical advancement on the salary schedule for each year of service performed while assigned to such programs. This does not apply to consulting contracts.

7. Extended Work Year Contracts

- a. An Extended Work Year Contract shall be offered to individuals approved for continuation of regular duties beyond their regular contract.
- b. The per diem salary of each unit member on an extended work year contract shall be determined by dividing the unit member's salary by the number of days in the unit member's regular contract work year.
- c. Per diem salary shall be paid to any unit member who performs extra days of service with the prior approval of the Board of Trustees.
- d. These extended work year days are expressly understood to be beyond those required under the provisions of the regular work year assignment.

8. Salary Advancement

- a. Course credit for salary placement and movement shall be given for upper division, graduate or post-graduate work taken at four (4) year colleges, universities or graduate schools which are accredited by a Regional Accrediting Commission, or other programs approved by the District. Graduate level courses taken apart from the Bachelor's Degree shall be counted toward salary movement.
- b. Salary credit for placement shall be given four (4) times a year
 - 1) Official Transcripts showing the course(s) finished, with a completed grade included, shall be submitted to the Human Resources Office no later than June 10th for an August 1st salary change; September 10th for a November 1st salary change; December 10th for a February 1st salary change; or March 10th for a May 1st salary change.
 - 2) A letter of verification from the college/university may serve as an Official transcript substitute for sixty (60) days from the above due dates.
- c. Units of lower division coursework for class advancement shall require prior approval by the Human Resources Office or the District Superintendent.
- d. Semester units granted by an accredited college or university shall be acceptable for placement on the salary schedule. Quarter units granted by an accredited college or university shall be converted to semester units by multiplying (x) the total quarter units by .667.
- e. A unit member shall be given full service credit for his/her years of service in the Apple Valley Unified School District if previously "frozen" on an academic class in conjunction with a salary class advancement.

B. Salary (Cont.)

9. Salary Schedule

- a. Unit members shall be paid based on his/her placement on the Certificated Salary Schedule.
 - b. For certificated salary schedule placement in Class IV, M.A. + 15 semester hours, the unit member must have accumulated the qualifying 15 semester hours of academic coursework above the Master's Degree after the date the M.A. is granted.
10. Adjusted contract rate - Provided for secondary teachers who volunteer to teach during their preparation periods for a semester or longer, with an understanding that their preparation period will be before or after school. The adjustment shall be an increase of 17% at sites with a six (6) period day.
11. As of July 1, 2022, 7% added to the certificated salary schedule and certificated salary inclusive of the request for the full release of AVUTA president at 0.2% per Article 7 – Association Rights, (N) Full Release President. Effective January 1, 2023, 5% added to each cell of the salary schedule. Effective July 1, 2023, an additional \$1,250 will be added to each cell of the certificated salary schedule. Effective July 1, 2024, \$2,750 shall be applied to each cell of the certificated salary schedule.
12. As of July 1, 2017, Preschool Lead Teachers who have completed ten (10) years of service as certificated AVUSD staff and have achieved a Bachelor's degree shall receive an annual \$2,500 stipend. The stipend does not apply to Preschool Associate Teachers. This shall be reviewed annually due to Preschool Grant funding.
13. As of July 1, 2017, Fully Credentialed Speech and Language Pathologist shall receive an annual stipend of \$10,000, which shall be paid 50% on December 1st payroll and 50% June 1st payroll.
14. Total compensation package is now closed for the 2022/2023, 2023/2024, and 2024/2025 school years of this collective bargaining agreement.
15. All new unit members hired for the 2022/2023, 2023/2024, and the 2024/2025 school years exclusively shall receive a one-time signing bonus (for the first year of qualifying employment) of \$5,000 paid in equal monthly installments. In the event a unit member does not fulfill their annual contract, the unit member shall forfeit any remaining payments.

C. Health and Welfare Benefits

1. The District shall provide health, dental, vision and life insurance coverage through the High Desert Inland Employee/Employer Trust (HDIEET) for unit members and their eligible dependents as part of the total compensation package. The life insurance coverage shall be \$50,000 for unit members and \$5,000 for each eligible dependent. Effective July 1, 2022, the District will contribute a maximum of \$20,000 annually for the health and welfare benefits of an eligible full-time unit member. Part-time unit members shall receive a pro-rata Health & Welfare allowance based on their percentage of employment. If the member's selection of health and welfare benefits results in a total premium in excess of the District's maximum annual contribution (pro-rated for part time employees), the member shall authorize the difference to be deducted from payroll as a condition of receipt of the benefits.

C. Health and Welfare Benefits (Cont.)

- a. All eligible unit members shall have the option to voluntarily opt-out of the entire Health & Welfare Benefits Program (includes medical, dental, vision & life insurance). All unit members

shall have the option to opt-out of the Health & Welfare Benefits Program during open enrollment periods, upon providing the district with written verification of having medical coverage from another source. Certificated employees that qualify to opt out of health and welfare medical coverage will be allowed to select the vision, dental, and/or life insurance coverage products that are part of the benefit package for certificated employees. The Health and Welfare cap, or portion thereof, shall be applied to the premium of the selected product(s).

- b. It is understood by the parties that if the number of unit members electing to opt-out of the entire Health & Welfare Benefits Program exceeds ten percent (10%) of the total number of those eligible to participate, the rates may be adjusted by High Desert Inland Employee/Employer Trust.
- c. In the event unit members who voluntarily opt-out of the entire Health & Welfare Benefits Program are no longer receiving medical benefits from another source due to a change in circumstances, those unit members may return to the HDIEET, but shall be limited to participation in the HMO only until the next open enrollment period.

2. Duration of benefits shall be as follows:

- a. Benefits for a unit member become effective when the properly completed forms are submitted within the timeframe established by the insurance carrier, but not before the first date of contracted employment or the date a unit member reports for full-time duty.
- b. Benefits for the unit member who completes their contract year shall continue through the last day of the contract year. The unit member whose employment is terminated prior to the close of the school year shall be entitled to benefits up to, and including, the effective date of termination.
- c. Following termination, the unit member shall be entitled to pay for continuing health benefits as prescribed by law.
- d. Unit members who have exhausted their accumulated paid leave on account of illness shall continue to receive full benefits, paid for by the District, for the remaining portion of the school year in which the leave was exhausted.
- e. Unit members who are on approved Unpaid Leave of Absence may pay the district insurance premiums for the total benefits package to continue coverage while on leave.

3. Part-time unit members shall receive the same health and welfare benefits as full-time unit members and shall pay the difference between the member's pro-rata share and the cost to the District through payroll deduction.

4. District representatives to the Board of Directors for the High Desert Inland Employee/Employer Trust (HDIEET) shall be as follows:

- One (1) Administrator
- One (1) Association Unit Member

D. Each Special Education FTE shall receive an annual off-schedule payment of 5.5% of Class I, Step I on the Certificated Salary Schedule (half to be paid on January pay warrant and half on the June pay warrant).

ARTICLE 19 – COMPENSATION (CONT.)

E. Preschool Teachers and Preschool Associate Teachers

- 1. Article 19- Compensation shall apply to Preschool Teachers and Preschool Associate Teachers with the following exceptions:
 - a. Section B.4.-Initial Salary Schedule Placement on Appendix B-2 (Chart #1 - Preschool Teacher Salary Schedule or Chart #2 - Preschool Associate Teacher Salary Schedule), with only four (4) years of outside service in a licensed Preschool program accepted.
 - b. Section B.8.-Salary Advancement - This section is not applicable to Preschool Teachers and Preschool Associate Teachers.

F. Supplemental Retirement Benefit

1. Effective July 1, 2022, the District shall provide a supplemental retiree Health and Welfare plan benefit to those who qualify. Eligible retirees will receive a one (1) year Health and Welfare contribution of \$11,000 toward their plan for every four (4) full time years of certificated District service provided to AVUSD, with no proration for any number of years between those 4-year increments (e.g. an employee with 22 years of service to AVUSD would receive 5 years of the \$11,000 cap, not 5 ½ years). The maximum duration of benefits is seven (7) years or until the age of Medicare eligibility, whichever occurs first. Eligible retiree is defined using the following criteria:
 - a. Employed as a full time certificated employee for AVUSD prior to July 1, 2015, and b. Has maintained continuous certificated employment, which shall include leaves provided in Article 15, within AVUSD, and;
 - c. Retires after May 26, 2022, and;
 - d. Has received an annual salary based on placement in Column 4 Step 22 or higher on the certificated salary schedule in the full-time year of service immediately preceding STRS/PERS retirement, and;
 - e. Retires under STRS/PERS by 08/31 following the final day of District services. f. Qualified retirees that move outside the geographic coverage area of District Health and Welfare plans shall participate in a Health Reimbursement Arrangement providing the same \$11,000 annual cap for their years of eligibility.
2. All full time permanent unit members shall be eligible to enroll in a Tax Shelter Annuity plan with a District match of up to \$1500 annually. Enrollment in this plan may begin on or after 7/1/2021 and disqualifies a unit member from eligibility in the retiree health and welfare benefit in item 1 above.

ARTICLE 20 - EXTRA-CURRICULAR POSITIONS

- A. The Board of Trustees may approve extra-curricular payments to unit members who are employed to perform specific duties beyond their regular duty.
- B. Extra-curricular positions shall be a separate duty for a stated period of time or stated season and the completion of required duties. Extra-curricular positions may roll over from year to year and do not require posting unless the incumbent is removed or resigns from the extra-curricular position creating an opening.
- C. Extra-curricular positions, when vacated or newly created, shall be shared electronically at each relevant worksite as they occur. Copies of such vacancies shall be made available to the Association President upon request. Such notices shall include a description of the position, the required qualifications, and the closing date.
- D. District administration may recommend approval for all, some or none of the extra-curricular positions. Site administration shall notify selected unit members in writing. Unit members shall indicate acceptance by signature.

- E. Extra-curricular salary payments shall be made to unit members after the appropriate administrator has certified to the Payroll Department that the extra-curricular duties have been completed as assigned.
- F. Unit members who are employed in a position to perform extra-curricular duties beyond their regular duty shall be paid according to the Extra-Curricular Positions/Salary Guide below.
- G. Job descriptions may be developed and available for positions as identified in the Extra-Curricular Position/Salary Guide below.
- H. Extra-Curricular Position/ Salary Guide (all percentages are based on Column I, Step 1 on the certificated salary schedule):

Schedule "A" High School only (7.5% of Class I, Step 1):

Football Head Coach Activities Director
Trainer (each Semester)

Schedule "B" High School only (6.5% of Class I, Step 1):

Mock Trial Advisor Varsity Head Coach for:
Academic Decathlon Basketball
Choir Director Wrestling
Band Director Soccer
Drama Director Softball
Assistant Football coach (limit 2) Baseball
AVID Coordinator Cross Country
Track and Field
Volleyball

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ARTICLE 20 - EXTRA-CURRICULAR POSITIONS

- H. Extra-Curricular Position/ Salary Guide (cont.)

Schedule "C" (5.5% of Class I, Step 1):

Yearbook Advisor (HS) Varsity Assistant/ JV/ Frosh Coach Newspaper Advisor (HS) (Sports listed in "B" and Football) Head Counselor (HS) HS Varsity Head Coach for:
Digital Learning Specialist (TK-12) E-Sports
ELD Specialist (TK-12) Swim
Science Specialist (TK-6 & TK-8) Golf
Tennis
Water Polo

Schedule "D" (4% of Class I, Step 1):

Senior Class Advisor (HS) Varsity Assistant/ JV Coach (HS) (listed in "C") Sports Cheer Advisor (HS) (each Semester)
Service Club Advisor (HS) (limit 2 per school)
ASB Director (TK-8)
Yearbook Advisor (TK-8)
AVID Coordinator (TK-8)
Advanced Placement Coordinator (HS)

Schedule "E" (3% of Class I, Step 1):

Intramural Athletics (TK-8)

Junior Class Advisor (HS)
District Science Fair Coordinator
District History Day Coordinator
District Young Authors Coordinator

Schedule "F"

Other Stipends: Stipends may be awarded for extra duties requested by administration.

I. Post-Season CIF Competition

1. Effective July 1, 2022, Varsity athletic coaches that qualify for, and participate in, CIF post-season playoff games shall receive an additional 10% of their extra-curricular stipend for each additional post-season week of practice/competition. The week shall be defined as beginning on the first day following the last regular season competition. For purposes of this section a week is defined as seven (7) calendar days.

J. Hourly and Daily Rates of Additional Pay

1. Certificated hourly rate of \$75.00 – Provided for a variety of reasons, including curriculum development, scheduling and counseling, and after school pupil supervision, teaching and counseling services during summer school, intercessions on non-contract days, during before and after school interventions, for English Language Development (ELAD) Instructors, for family nights in addition to Article 13 requirements and for Home Hospital teaching and other adjunct duties, as agreed upon with administration.

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ARTICLE 20 - EXTRA-CURRICULAR POSITIONS

J. Hourly and Daily Rates of Additional Pay (cont.)

2. Individual daily rates of pay may also be provided to unit members for particular services in the following category:
 - a. Extended Work Year Contracts:
 1. Additional days of per diem or hourly pay may be provided to Speech and Language Pathologists, as agreed upon with administration.
 2. A minimum of four (4) additional days of per diem or the hourly equivalent shall be offered to Counselors. Counselors are encouraged to request additional days or hours beyond the four (4) days with administration for approval.
 3. Commencing July 1, 2023, bargaining unit members shall be required to complete any mandated online annual training by the 30th workday of the school year. The District shall pay for required annual online training at the certificated hourly rate for any assigned training that a unit member.

ARTICLE 21 - CONTRARY TO LAW

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed not valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. The parties shall retain the right to meet and negotiate within a mutually agreed amount of time regarding the effects of such decision.

ARTICLE 22 - ORGANIZATIONAL SECURITY

- A. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and general assessments, payable to the Apple Valley Unified Teachers' Association (AVUTA). The contribution of Association dues shall be assessed in accordance with the distribution of annual salary. For example: Those employees on ten (10) equal monthly salary payments will contribute Association dues in ten (10) equal installments, those employees on twelve (12) equal monthly salary payments will contribute Association dues in twelve (12) equal installments. Such membership dues and general assessments shall be pro-rated for unit members who are hired after the beginning of the school year.
- B. The Association shall furnish any information needed by the District to fulfill the provisions of this Article including identifying unit members who pay directly to the Association:
- C. The Association, CTA and/or NEA, agrees to indemnify and hold harmless the District against any and

all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments and providing an effective defense on behalf of the District at the direction and expense of the Association against any and all lawsuits or other legal proceedings, arising out of and in connection with this Article.

Apple Valley Unified Teachers' Association (AVUTA) - Contract Agreement Page 22-1

ARTICLE 23 - COMPLETE AGREEMENT

- A. The Board of Trustees and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

- B. The written provisions of this Agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of collective bargaining.

Memorandum of Agreement

**By and Between
Apple Valley Unified School District
And
Apple Valley Unified Teachers' Association**

September 27, 2022

On September 21, 2022, AVUTA and AVUSD met and reached a Tentative Agreement for the 2022-2025 Successor Contract. On September 26, 2022, it was realized that an error was made in the language of Article 19.B.4.a and Article 19.B.4.a.1 in regards to initial salary placement. Rather than including the current language as agreed to during the September 8, 2022 negotiation session, the teams inadvertently included outdated language and attempted to capture the 10 years of service credit agreement in a way that lacks clarity of application. The intent of this Memorandum is to clarify and articulate the current language.

On May 4, 2017, AVUSD and AVUTA agreed to raise the years of service credit from 5 years to 10. This MOA clarified a prior agreement dated March 12, 2016. The attached MOA - Teacher Service Credit memorializes that agreement.

On September 29, 2020, AVUSD and AVUTA agreed to new contract language to make this a permanent practice. The attached 09.29.2020 AVUSD & AVUTA MOU re Initial Salary Schedule Placement memorializes that agreement.

On September 8, 2022, AVUSD and AVUTA agreed to maintain current language for initial salary placement.

AVUTA and AVUSD agree that the transition from 5 years to 10 years of service credit was fully implemented and negotiated between March of 2016 and May of 2017. The practice of granting 10 years of service credit has carried through as our practice since that time. On September 29, 2020, it was agreed that this practice would become permanent and we agreed to make it contract language. On September 8, 2022, it was agreed to continue this practice in the 2022-2025 Successor Contract.

Memorandum of Agreement

Between
Apple Valley Unified School District
And
Apple Valley Unified Teachers' Association

Language replaces MOU from 5-4-16

All fully credentialed teachers shall be given up to 10 years service credit. Any employee granted the years of service adjustment shall not exceed placement of step 11 beginning in the 2017-18 school year. There will be no retroactive pay. Qualified teachers shall move on the certificated salary schedule effective for the 2017-18 school year. Any employee currently at step 11 or higher for the 2017-18 school year shall not receive any service adjustment, per this MOA. This agreement shall sunset with original language at the end of the 2018-2019 school year.


Trenae Nelson
5/3/17
Date


Mike Castellano
5-4-17
Date

APPLE VALLEY UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FILING DATE: _____ OCCURRENCE DATE: _____ GRIEVANCE NO. _____

GRIEVANT: _____ RESPONDENT: _____

Check One: _____ Level II _____ Level III _____ Level IV Distribution: Grievant; Respondent;
Association Representative; Association

A. STATEMENT OF GRIEVANCE: _____

B. ARTICLE OF CONTRACT VIOLATION: _____

C. REMEDY DESIRED: _____

Signature of Grievant: _____ Date: _____

RESOLUTION: _____

Signature of Respondent/Administrator: _____ Date: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

Signature: _____ Date: _____

Emergency Credential Intern Credential Class I Class II Class III Class IV B.A./B.S. B.A./B.S. B.A./B.S. + 30 B.A./B.S. + 45
 B.A./B.S. + 70/ M.A./M.S. + 15
 & Preliminary/Clear & Preliminary/Clear & Preliminary/Clear & Preliminary/Clear

Step	Annual	Monthly	Daily												
Monthly	53,682.00	4,473.50	291.75	58,753.00	4,896.08	319.31	58,753.00	4,896.08	319.31	60,128.00	5,010.67	326.78	61,613.00	5,134.42	334.85
Daily	61,613.00	5,134.42	334.85	63,922.00	5,326.83	347.40	60,128.00	5,010.67	326.78	60,128.00	5,010.67	326.78	61,613.00	5,134.42	334.85
Step 1	53,682.00	4,473.50	291.75	58,753.00	4,896.08	319.31	58,753.00	4,896.08	319.31	60,128.00	5,010.67	326.78	61,613.00	5,134.42	334.85
Step 2	61,613.00	5,134.42	334.85	63,922.00	5,326.83	347.40	60,128.00	5,010.67	326.78	60,128.00	5,010.67	326.78	61,613.00	5,134.42	334.85
Step 3	63,922.00	5,326.83	347.40	66,335.00	5,527.92	360.52	63,922.00	5,326.83	347.40	63,922.00	5,326.83	347.40	66,335.00	5,527.92	360.52
Step 4	66,335.00	5,527.92	360.52	68,852.00	5,737.67	374.20	66,335.00	5,527.92	360.52	66,335.00	5,527.92	360.52	68,852.00	5,737.67	374.20
Step 5	68,852.00	5,737.67	374.20	71,480.00	5,956.67	388.48	68,852.00	5,737.67	374.20	71,480.00	5,956.67	388.48	74,231.00	6,185.92	403.43
Step 6	71,480.00	5,956.67	388.48	74,231.00	6,185.92	403.43	71,480.00	5,956.67	388.48	74,231.00	6,185.92	403.43	77,095.00	6,424.58	418.99
Step 7	74,231.00	6,185.92	403.43	77,095.00	6,424.58	418.99	74,231.00	6,185.92	403.43	77,095.00	6,424.58	418.99	80,091.00	6,674.25	435.28
Step 8	77,095.00	6,424.58	418.99	80,091.00	6,674.25	435.28	77,095.00	6,424.58	418.99	80,091.00	6,674.25	435.28	83,217.00	6,934.75	452.27
Step 9	80,091.00	6,674.25	435.28	83,217.00	6,934.75	452.27	80,091.00	6,674.25	435.28	83,217.00	6,934.75	452.27	86,486.00	7,207.17	470.03
Step 10	83,217.00	6,934.75	452.27	86,486.00	7,207.17	470.03	83,217.00	6,934.75	452.27	86,486.00	7,207.17	470.03	89,894.00	7,491.17	488.55
Step 11	86,486.00	7,207.17	470.03	89,894.00	7,491.17	488.55	86,486.00	7,207.17	470.03	89,894.00	7,491.17	488.55	93,460.00	7,788.33	507.93
Step 12	89,894.00	7,491.17	488.55	93,460.00	7,788.33	507.93	89,894.00	7,491.17	488.55	93,460.00	7,788.33	507.93	101,060.00	8,421.67	549.24
Step 13	93,460.00	7,788.33	507.93	97,176.00	8,098.00	528.13	93,460.00	7,788.33	507.93	97,176.00	8,098.00	528.13	101,060.00	8,421.67	549.24
Step 14	97,176.00	8,098.00	528.13	101,060.00	8,421.67	549.24	97,176.00	8,098.00	528.13	101,060.00	8,421.67	549.24	105,116.00	8,759.67	571.28
Step 15	101,060.00	8,421.67	549.24	105,116.00	8,759.67	571.28	101,060.00	8,421.67	549.24	105,116.00	8,759.67	571.28	110,160.00	9,126.67	594.30
Step 16	105,116.00	8,759.67	571.28	110,160.00	9,126.67	594.30	105,116.00	8,759.67	571.28	110,160.00	9,126.67	594.30	115,210.00	9,500.00	617.00
Step 17	110,160.00	9,126.67	594.30	115,210.00	9,500.00	617.00	110,160.00	9,126.67	594.30	115,210.00	9,500.00	617.00	120,260.00	9,873.33	639.67
Step 18	115,210.00	9,500.00	617.00	120,260.00	9,873.33	639.67	115,210.00	9,500.00	617.00	120,260.00	9,873.33	639.67	125,310.00	10,246.67	662.33
Step 19	120,260.00	9,873.33	639.67	125,310.00	10,246.67	662.33	120,260.00	9,873.33	639.67	125,310.00	10,246.67	662.33	130,360.00	10,620.00	685.00
Step 20	125,310.00	10,246.67	662.33	130,360.00	10,620.00	685.00	125,310.00	10,246.67	662.33	130,360.00	10,620.00	685.00	135,410.00	11,000.00	707.67
Step 21	130,360.00	10,620.00	685.00	135,410.00	11,000.00	707.67	130,360.00	10,620.00	685.00	135,410.00	11,000.00	707.67	140,460.00	11,373.33	730.33
Step 22	135,410.00	11,000.00	707.67	140,460.00	11,373.33	730.33	135,410.00	11,000.00	707.67	140,460.00	11,373.33	730.33	145,510.00	11,746.67	753.00
Step 23	140,460.00	11,373.33	730.33	145,510.00	11,746.67	753.00	140,460.00	11,373.33	730.33	145,510.00	11,746.67	753.00	150,560.00	12,120.00	775.67
Step 24	145,510.00	11,746.67	753.00	150,560.00	12,120.00	775.67	145,510.00	11,746.67	753.00	150,560.00	12,120.00	775.67	155,610.00	12,493.33	798.33
Step 25	150,560.00	12,120.00	775.67	155,610.00	12,493.33	798.33	150,560.00	12,120.00	775.67	155,610.00	12,493.33	798.33	160,660.00	12,866.67	821.00
Step 26	155,610.00	12,493.33	798.33	160,660.00	12,866.67	821.00	155,610.00	12,493.33	798.33	160,660.00	12,866.67	821.00	165,710.00	13,240.00	843.67
Step 27	160,660.00	12,866.67	821.00	165,710.00	13,240.00	843.67	160,660.00	12,866.67	821.00	165,710.00	13,240.00	843.67	170,760.00	13,613.33	866.33
Step 28	165,710.00	13,240.00	843.67	170,760.00	13,613.33	866.33	165,710.00	13,240.00	843.67	170,760.00	13,613.33	866.33	175,810.00	13,986.67	889.00
Step 29	170,760.00	13,613.33	866.33	175,810.00	13,986.67	889.00	170,760.00	13,613.33	866.33	175,810.00	13,986.67	889.00	180,860.00	14,360.00	911.67
Step 30	175,810.00	13,986.67	889.00	180,860.00	14,360.00	911.67	175,810.00	13,986.67	889.00	180,860.00	14,360.00	911.67	185,910.00	14,733.33	934.33
Step 31	180,860.00	14,360.00	911.67	185,910.00	14,733.33	934.33	180,860.00	14,360.00	911.67	185,910.00	14,733.33	934.33	190,960.00	15,106.67	957.00
Step 32	185,910.00	14,733.33	934.33	190,960.00	15,106.67	957.00	185,910.00	14,733.33	934.33	190,960.00	15,106.67	957.00	196,010.00	15,480.00	979.67
Step 33	190,960.00	15,106.67	957.00	196,010.00	15,480.00	979.67	190,960.00	15,106.67	957.00	196,010.00	15,480.00	979.67	201,060.00	15,853.33	1,002.33
Step 34	196,010.00	15,480.00	979.67	201,060.00	15,853.33	1,002.33	196,010.00	15,480.00	979.67	201,060.00	15,853.33	1,002.33	206,110.00	16,226.67	1,025.00
Step 35	201,060.00	15,853.33	1,002.33	206,110.00	16,226.67	1,025.00	201,060.00	15,853.33	1,002.33	206,110.00	16,226.67	1,025.00	211,160.00	16,600.00	1,047.67
Step 36	206,110.00	16,226.67	1,025.00	211,160.00	16,600.00	1,047.67	206,110.00	16,226.67	1,025.00	211,160.00	16,600.00	1,047.67	216,210.00	16,973.33	1,070.33
Step 37	211,160.00	16,600.00	1,047.67	216,210.00	16,973.33	1,070.33	211,160.00	16,600.00	1,047.67	216,210.00	16,973.33	1,070.33	221,260.00	17,346.67	1,093.00
Step 38	216,210.00	16,973.33	1,070.33	221,260.00	17,346.67	1,093.00	216,210.00	16,973.33	1,070.33	221,260.00	17,346.67	1,093.00	226,310.00	17,720.00	1,115.67
Step 39	221,260.00	17,346.67	1,093.00	226,310.00	17,720.00	1,115.67	221,260.00	17,346.67	1,093.00	226,310.00	17,720.00	1,115.67	231,360.00	18,093.33	1,138.33
Step 40	226,310.00	17,720.00	1,115.67	231,360.00	18,093.33	1,138.33	226,310.00	17,720.00	1,115.67	231,360.00	18,093.33	1,138.33	236,410.00	18,466.67	1,161.00
Step 41	231,360.00	18,093.33	1,138.33	236,410.00	18,466.67	1,161.00	231,360.00	18,093.33	1,138.33	236,410.00	18,466.67	1,161.00	241,460.00	18,840.00	1,183.67
Step 42	236,410.00	18,466.67	1,161.00	241,460.00	18,840.00	1,183.67	236,410.00	18,466.67	1,161.00	241,460.00	18,840.00	1,183.67	246,510.00	19,213.33	1,206.33
Step 43	241,460.00	18,840.00	1,183.67	246,510.00	19,213.33	1,206.33	241,460.00	18,840.00	1,183.67	246,510.00	19,213.33	1,206.33	251,560.00	19,586.67	1,229.00
Step 44	246,510.00	19,213.33	1,206.33	251,560.00	19,586.67	1,229.00	246,510.00	19,213.33	1,206.33	251,560.00	19,586.67	1,229.00	256,610.00	19,960.00	1,251.67
Step 45	251,560.00	19,586.67	1,229.00	256,610.00	19,960.00	1,251.67	251,560.00	19,586.67	1,229.00	256,610.00	19,960.00	1,251.67	261,660.00	20,333.33	1,274.33
Step 46	256,610.00	19,960.00	1,251.67	261,660.00	20,333.33	1,274.33	256,610.00	19,960.00	1,251.67	261,660.00	20,333.33	1,274.33	266,710.00	20,706.67	1,297.00
Step 47	261,660.00	20,333.33	1,274.33	266,710.00	20,706.67	1,297.00	261,660.00	20,333.33	1,274.33	266,710.00	20,706.67	1,297.00	271,760.00	21,080.00	1,319.67
Step 48	266,710.00	20,706.67	1,297.00	271,760.00	21,080.00	1,319.67	266,710.00	20,706.67	1,297.00	271,760.00	21,080.00	1,319.67	276,810.00	21,453.33	1,342.33
Step 49	271,760.00	21,080.00	1,319.67	276,810.00	21,453.33	1,342.33	271,760.00	21,080.00	1,319.67	276,810.00	21,453.33	1,342.33	281,860.00	21,826.67	1,365.00
Step 50	276,810.00	21,453.33	1,342.33	281,860.00	21,826.67	1,365.00	276,810.00	21,453.33	1,342.33	281,860.00	21,826.67	1,365.00	286,910.00	22,200.00	1,387.67
Step 51	281,860.00	21,826.67													

26* 30 130,823.00 10,901.92 10.99 30** 34 133,338.00 11,111.50 724.66 34*** \$20,000 District contribution to employee H&W benefit plan- not included on schedule - Effective 07/01/2022

**Step 26 - 29, compensation will be 102% of Column IV Step 22*
***Step 30 - 33, compensation will be 104% of Column IV Step 22*
****Step 34 and higher, compensation will be 106% of Column IV Step 22*

Apple Valley Unified School District
Certificated Salary Schedule
July 1, 2024 - \$2750 to Each Cell

Emergency Credential Intern Credential Class I Class II Class III Class IV B.A./B.S. B.A./B.S. B.A./B.S. + 30 B.A./B.S. + 45
B.A./B.S. + 70/ M.A./M.S. + 15
& Preliminary/Clear & Preliminary/Clear & Preliminary/Clear & Preliminary/Clear

Step	Annual	Monthly	Daily	Annual	Monthly	Daily																																																																																																																																																																																																	
1	60,367.00	5,030.58	328.08	65,691.00	5,474.25	357.02	65,691.00	5,474.25	357.02	67,135.00	5,594.58	364.86	68,694.00	5,724.50	373.34	71,119.00	5,926.58	386.52	1	2	67,135.00	5,594.58	364.86	67,135.00	5,594.58	364.86	68,694.00	5,724.50	373.34	71,119.00	5,926.58	386.52	73,652.00	6,137.67	400.28	2	3	68,694.00	5,724.50	373.34	71,119.00	5,926.58	386.52	73,652.00	6,137.67	400.28	76,295.00	6,357.92	414.65	79,054.00	6,587.83	429.64	4	5	73,652.00	6,137.67	400.28	76,295.00	6,357.92	414.65	79,054.00	6,587.83	429.64	81,943.00	6,828.58	445.34	84,950.00	7,079.17	461.68	6	7	81,943.00	6,828.58	445.34	84,950.00	7,079.17	461.68	88,096.00	7,341.33	478.78	7	8	84,950.00	7,079.17	461.68	88,096.00	7,341.33	478.78	91,378.00	7,614.83	496.62	8	9	88,096.00	7,341.33	478.78	91,378.00	7,614.83	496.62	94,811.00	7,900.92	515.28	9	10	91,378.00	7,614.83	496.62	94,811.00	7,900.92	515.28	98,389.00	8,199.08	534.72	10	11	94,811.00	7,900.92	515.28	98,389.00	8,199.08	534.72	102,133.00	8,511.08	555.07	11	12	102,133.00	8,511.08	555.07	106,035.00	8,836.25	576.28	12	13	106,035.00	8,836.25	576.28	110,113.00	9,176.08	598.44	13	14	106,035.00	8,836.25	576.28	114,372.00	9,531.00	621.59	14	15	106,035.00	8,836.25	576.28	116,598.00	9,716.50	633.68	16	17	106,035.00	8,836.25	576.28	118,820.00	9,901.67	645.76	18	19	106,035.00	8,836.25	576.28	124,102.00	10,341.83	674.47	20	21	124,102.00	10,341.83	674.47	21	22	128,541.00	10,711.75	698.59	22	26	131,112.00	10,926.00	712.57	26*	30	133,683.00	11,140.25	726.54	30**	34	136,253.00	11,354.42	740.51	34***	\$20,000 District contribution to employee H&W benefit plan- not included on schedule - Effective 07/01/2022

**Step 26 - 29, compensation will be 102% of Column IV Step 22*
***Step 30 - 33, compensation will be 104% of Column IV Step 22*
****Step 34 and higher, compensation will be 106% of Column IV Step 22*

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Certificated Supplemental Salary Schedules
July 1, 2022 - 7% Increase -Board Approved PENDING

Chart #1
Preschool Teacher Salary Schedule

Step	Annual	Monthly	Daily
1	\$52,591	\$4,382.58	\$285.82
2	\$54,216	\$4,518.00	\$294.65
3	\$55,840	\$4,653.33	\$303.48
4	\$57,466	\$4,788.83	\$312.32
5	\$59,090	\$4,924.17	\$321.14

Chart #2
Preschool Associate Teacher Salary Schedule

Step	Annual	Monthly	Daily
1	\$35,977	\$2,998.08	\$195.53
2	\$37,407	\$3,117.25	\$203.30
3	\$38,840	\$3,236.67	\$211.09
4	\$40,277	\$3,356.42	\$218.90
5	\$41,713	\$3,476.08	\$226.70

Chart #3 - Class I D
Designated Subjects (Without B.A./B.S. Degree)

Step	Annual	Monthly	Daily
1	\$58,753	\$4,896.08	\$319.31
2	\$60,128	\$5,010.67	\$326.78
3	\$61,613	\$5,134.42	\$334.85
4	\$63,922	\$5,326.83	\$347.40
5	\$66,335	\$5,527.92	\$360.52

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Certificated Supplemental Salary Schedules

Jan 1 , 2023 - 5% Increase -Board Approved PENDING

Chart #1

Preschool Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$55,221	\$4,601.75	\$300.11	1
2	\$56,927	\$4,743.92	\$309.39	2
3	\$58,632	\$4,886.00	\$318.65	3
4	\$60,340	\$5,028.33	\$327.93	4
5	\$62,045	\$5,170.42	\$337.20	5

Chart #2

Preschool Associate Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$37,776	\$3,148.00	\$205.30	1
2	\$39,278	\$3,273.17	\$213.47	2
3	\$40,782	\$3,398.50	\$221.64	3
4	\$42,291	\$3,524.25	\$229.84	4
5	\$43,799	\$3,649.92	\$238.04	5

Chart #3 - Class I D

Designated Subjects (Without B.A./B.S. Degree)

Step Annual Monthly Daily Step 1	\$61,691	\$5,140.92	\$335.28	1
2	\$63,135	\$5,261.25	\$343.13	2
3	\$64,694	\$5,391.17	\$351.60	3
4	\$67,119	\$5,593.25	\$364.78	4
5	\$69,652	\$5,804.33	\$378.54	5

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Certificated Supplemental Salary Schedules

July 1 , 2023 - \$1250 per cell Increase -Board Approved PENDING

Chart #1

Preschool Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$56,471	\$4,705.92	\$306.91	1
2	\$58,177	\$4,848.08	\$316.18	2
3	\$59,882	\$4,990.17	\$325.45	3
4	\$61,590	\$5,132.50	\$334.73	4
5	\$63,295	\$5,274.58	\$343.99	5

Chart #2

Preschool Associate Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$39,026	\$3,252.17	\$212.10	1
2	\$40,528	\$3,377.33	\$220.26	2
3	\$42,032	\$3,502.67	\$228.43	3
4	\$43,541	\$3,628.42	\$236.64	4
5	\$45,049	\$3,754.08	\$244.83	5

Chart #3 - Class I D

Designated Subjects (Without B.A./B.S. Degree)

Step Annual Monthly Daily Step 1	\$62,941	\$5,245.08	\$342.07	1
2	\$64,385	\$5,365.42	\$349.92	2
3	\$65,944	\$5,495.33	\$358.39	3
4	\$68,369	\$5,697.42	\$371.57	4
5	\$70,902	\$5,908.50	\$385.34	5

\$20,000 District contribution to employee H&W benefit plan- not included on schedule - Effective 07/01/2022

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Certificated Supplemental Salary Schedules

July 1 , 2024 - \$2750 per cell Increase -Board Approved PENDING

Chart #1

Preschool Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$59,221	\$4,935.08	\$321.85	1
2	\$60,927	\$5,077.25	\$331.13	2
3	\$62,632	\$5,219.33	\$340.39	3
4	\$64,340	\$5,361.67	\$349.67	4
5	\$66,045	\$5,503.75	\$358.94	5

Chart #2

Preschool Associate Teacher Salary Schedule

Step Annual Monthly Daily Step 1	\$41,776	\$3,481.33	\$227.04	1
2	\$43,278	\$3,606.50	\$235.21	2
3	\$44,782	\$3,731.83	\$243.38	3
4	\$46,291	\$3,857.58	\$251.58	4
5	\$47,799	\$3,983.25	\$259.78	5

Chart #3 - Class I D

Designated Subjects (Without B.A./B.S. Degree)

Step Annual Monthly Daily Step 1	\$65,691	\$5,474.25	\$357.02	1
2	\$67,135	\$5,594.58	\$364.86	2
3	\$68,694	\$5,724.50	\$373.34	3
4	\$71,119	\$5,926.58	\$386.52	4
5	\$73,652	\$6,137.67	\$400.28	5

\$20,000 District contribution to employee H&W benefit plan- not included on schedule - Effective 07/01/2022



Apple Valley Unified School District Pre-Observation

Form Teacher: _____ Date/Time of Observation: _____

Please complete the following information and return to the evaluator at least one day before the scheduled date of the observation.

1. What subject area and grade level standard will you address in this lesson?
2. What single objective is your focus?

3. How do you know the students are ready for this lesson? Is this an introduction, continuation, or review lesson?

4. What instructional strategies will you use to teach the objective?

5. How will you know if the objective was learned by all students?

6. Please state any additional information of which the evaluator needs to be aware.

1 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Observation Form Name: _____ Site: _____
Date: _____ Assignment: _____
Temporary Probationary Permanent Content

Standards Covered: _____

Evaluator: _____

Comments from the observation (To be completed by the evaluator during or after the observation):

1. Objective (CSTP 1 & 4)* Appropriate and Effective Yes No

2. Learning Environment (CSTP 2)* Appropriate and Effective Yes No

3. Instructional Strategies (including modifications for student needs - CSTP 1)* Appropriate and Effective Yes No

4. Student Activities (CSTP 3 & 4)* Appropriate and Effective Yes No

5. Assessment of Learning (CSTP 5)* Appropriate and Effective Yes No

6. Developing as a Professional Educator Appropriate and Effective Yes No

*While this feature is addressed primarily in the referenced Standard, other elements for the CSTPs may apply. Standard #5 and #6 may also be addressed by utilizing parent letters, ILP's, report cards, and progress reports. Any element marked "no" requires an attached Growth Goal(s) found on page 3.

1 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher Observation Form

Narrative:

Date of Observation: _____ Date of Review Conference: _____

Evaluator's Signature Title

Employee Comments:

Employee's Signature Date

*Signature indicates the employee has seen and discussed the observation report, but doesn't necessarily indicate complete

agreement with all factors of observation. 2 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher Observation Form Certificated Growth Goals

Area(s) for growth, listed by specific standard:
Specific Instructions:
Available Resources:
Timeline:
Future Observation(s):

My signature indicates these Growth Goals have been reviewed with me. This sheet will be attached to my Certificated Observation Form.

Employee's Signature Date

Evaluator's Signature Title

3 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher Evaluation Form Name: _____ Site: _____

_____ Date: _____

Assignment: _____ Temporary Probationary Permanent

Instructions: Indicate one of the following ratings for each element: Meets Standard (M), Needs

Improvement (N), or Unsatisfactory (U). Ratings of (N) or (U) must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of (M). Indicate an overall rating for each standard.

Standard 1: Engaging and Supporting All Students in Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
1.1 Using knowledge of students to engage them in learning				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3 Connecting subject matter to meaningful, real-life contexts				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
1.6 Monitoring student learning and adjusting instruction while teaching				

1 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Evaluation Form

Standard 2: Creating and Maintaining Effective Environments for Student Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				

2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students			
2.5 Developing, communicating, and maintaining high standards for individual and group behavior			
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7 Using instructional time to optimize learning			

2 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Evaluation Form

Standard 3: Understanding and Organizing Subject Matter for Student Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum framework				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3 Organizing curriculum to facilitate student understanding of the subject matter				
3.4 Utilizing instructional strategies that are appropriate to the subject matter				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				

3.6 Addressing the needs of English learners and student with special needs to provide equitable access to the content

3 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Evaluation Form

Standard 4: Planning Instruction and Designing Learning Experiences for All Students Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2 Establishing and articulates goals for student learning				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				

4 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Evaluation Form

Standard 5: Assessing Student Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families				

5 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher

Evaluation Form

Standard 6: Developing as a Professional Educator Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
6.1 Reflecting on teaching practice in support of student learning				
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development				

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning			
6.4 Working with families to support student learning			
6.5 Engaging local communities in support of the instructional program			
6.6 Managing professional responsibilities to maintain motivation and commitment to all students			
6.7 Demonstrating professional responsibility, integrity, and ethical conduct			

6 Rev. 4/2023



Apple Valley Unified School District Certificated Teacher Evaluation Form

Standard Determined To Be:	If Standard Contains:
Needs Improvement	Two (2) elements marked "Needs Improvement" or
Unsatisfactory	Three (3) elements marked "Needs Improvement"

Evaluation Determined To Be:	If Overall Evaluation Contains:
Needs Improvement	One (1) "Unsatisfactory" Standard; or One (1) or two (2) "Needs Improvement" Standard
Unsatisfactory	Two (2) or more "Unsatisfactory" Standards; or Three (3) or more "Needs Improvement" Standard Two (2) "Needs Improvement" Standards in two (2)

OVERALL RATING
<input type="checkbox"/> Meets Standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

 _____ Evaluator's Signature Date

Signature indicates the employee has seen and discussed the evaluation report, but doesn't necessarily indicate complete

agreement with all factors of evaluation. 7 Rev. 4/2023



Apple Valley Unified School District Preschool Teacher

Evaluation Form Name: _____ **Site:** _____

Date: _____

Assignment: _____ **Temporary** **Probationary** **Permanent**

Instructions: Indicate one of the following ratings for each element: Meets Standard (M), Needs Improvement (N), or Unsatisfactory (U). Ratings of (N) or (U) must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of (M). Indicate an overall rating for each standard.

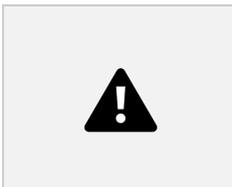
Standard 1: Engaging and Supporting All Students in Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
	M	N	U	
ELEMENTS				
1.1 Connects students' prior knowledge, life experience, and interests with learning goals.				
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs.				
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.				
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
1.5 Promotes self-directed, reflective learning for all students.				



Apple Valley Unified School District Preschool Teacher

Evaluation Form

Standard 2: Creating and Maintaining Effective Environments for Student Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
ELEMENTS	M	N	U	
2.1 Creates a physical environment that engages all students.				
2.2 Establishes a climate that promotes fairness and respect.				
2.3 Promotes social development and group responsibility.				
2.4 Establishes and maintains standards for student behavior.				
2.5 Plans and implements classroom procedures and routines that support learning.				
2.6 Uses instructional time effectively.				



Apple Valley Unified School District Preschool Teacher

Evaluation Form

Standard 3: Understanding and Organizing Subject Matter for Student Learning Standard Rating: M <input type="checkbox"/> N <input type="checkbox"/> U <input type="checkbox"/>	Element Rating			Comments on E
ELEMENTS	M	N	U	

3.1 Demonstrates knowledge of subject matter content and student development.			
3.2 Organizes curriculum to support student understanding of subject matter.			
3.3 Interrelates ideas and information within and across subject matter areas.			
3.4 Develops student understanding through instructional strategies that are appropriate to subject matter.			
3.5 Uses materials, resources, and technologies to make subject matter accessible to students.			