

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

- 3.0 The salary schedule for the 2009-2010 school year shall increase the 2008-2009 salary schedule by zero percent (0%). The salary schedule is contained in Appendix A.
- 3.1 Unit members shall be contracted for a total number of days of service during the regular work year not to exceed one hundred and eighty-two (182) days and new unit members initial work year shall be one hundred eighty-four (184) days.
- 3.1.1 As part of this agreement, two (2) hours of the two-day New Teacher Orientation shall be set aside solely for the purposes of Association New Teacher Orientation.
- 3.1.2 Furthermore, new teachers beginning after the start of the school year (missing the orientation) shall be required to attend the two (2) days of Teacher Orientation at the first available opportunity, which would likely be at the beginning of their second year.
- 3.1.3 Returning teachers wishing to attend these two days of New Teacher Orientation may do so. However, it shall not be required that returning teachers attend except those new teachers who missed the orientation the previous year.
- 3.1.4 All teachers serving in a position requiring a Special Education Credential shall be entitled to receive two (2) additional contract days beginning in the 2007-2008 school year. These two days shall be used for mandatory training. A teacher must attend the training to receive pay for these days.
- 3.2 Specific days on which service is to be rendered shall be determined by the calendar agreed to for the 2007-2008 work year. The calendars for the additional years of this agreement shall be determined by the District and Association. The school calendar for the additional years of the agreement shall not be adopted by the Board until after the District and Association have met and negotiated on the calendar. If the parties are unable to agree on a calendar, the Board may adopt its proposed calendar subject to continued negotiations with the Association. The calendars for 2007-2008 are attached as Appendix B.
- 3.3 Certain certificated employees within the bargaining unit may have extended work year contracts established by the District relative to the needs of the District; including but not limited to Community Day Class teachers, agriculture teachers, work experience teachers, guidance counselors and full-time contract adult school teachers. Compensation for extended year contracts shall be at the unit member's regular daily rate derived by dividing the annual salary by the unit member's number of workdays specified in Paragraph 3.1.
- 3.4 Unit members may be employed for service days other than the regular work year specified in their employment contract and paid at the hourly rate of pay for such assignments and this shall not modify the unit members' permanent or probationary employment status with the District. All such assignments are discretionary and may be filled depending upon the needs of the District and the finances available.
- 3.5 Unit members shall not be required to report for duty when schools are closed due to emergencies or inclement weather and such days shall not be considered workdays.
- 3.6 Unit members will not suffer loss in pay due to closing of school for emergencies or inclement weather.
- 3.7 In the event of emergencies or inclement weather requiring closing of school below the required one hundred eighty (180) days of student attendance, days lost shall be made up preferably on a day(s) normally scheduled to follow the last teaching day or as determined after negotiations with the Association. No additional salary will be paid to unit members for such days.

### 3.8 SALARY SCHEDULE PROVISIONS

- 3.8.1 Unit members employed for the first time by the District shall be granted full credit for prior teaching experience up to a maximum of ten (10) years which shall permit maximum placement on the eleventh (11<sup>th</sup>) step.
- 3.8.2 **ACCEPTABLE UNITS:** All units presented for classification placement on the certificated salary schedule must be semester unit or equivalent, verified by official records of accredited colleges or universities. Quarter units shall be converted to semester units by multiplying the quarter unit by two-thirds (2/3).

Contracts will be written in accordance with degrees and units on file in the Personnel Services Office. Acceptable units earned during the year may be offered for salary progression to be effective September 1st or February 1<sup>st</sup> provided the unit member submits verification of said units to the Personnel Services Office on or before September 10<sup>th</sup> or February 10<sup>th</sup> of each year. Exceptions to this requirement may be mutually agreed to by the District and the Association. Unit members failing to meet the deadline specified in 3.8.2 will not receive credit for salary progression until the following semester. Unit members new to the District shall provide written verification of course work beyond their B.A. within 60 days of employment/date of service.

- 3.8.2.1 Units earned before the granting of a bachelor's degree shall not be counted for purposes of placement on the certificated salary schedules.
- 3.8.2.2 Lower division units earned prior to the granting of a preliminary teacher or pupil services credential will not be counted for purposes of advancement or placement on the certificated schedule.
- 3.8.2.3 Unless authorized in advance by the District, only upper division and graduate units from accredited colleges or universities shall be acceptable for horizontal progression on the salary schedule. Unit members may request that salary advancement credit be given for lower division coursework proposed to be completed at an accredited college or university when the courses meet any of the following criteria:
- 3.8.2.3.1 Work directly related to the unit member's credential.
  - 3.8.2.3.2 Work directly related to the unit member's assignment in this District.
  - 3.8.2.3.3 Work that would clearly increase the unit member's value to this District, including, but not limited to: earning an additional credential, earning a supplementary credential, language courses to better assist site specific needs, reading specialist courses, and other courses designed to help certificated members to better assist their students.
- The above provision, however, requires that Board approval be granted before the completion of the coursework in order for credit to be granted.
- 3.8.2.3.4 Unit members shall attain CLAD/CTEL or equivalent state approved certification prior to requesting authorization for horizontal progression on the salary schedule.
- 3.8.2.4 Unit members who possess a preliminary or clear credential will be placed at a minimum on Column 3, at their appropriate step. Unit members may not advance beyond Column 2 without a preliminary or clear credential.

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

- 3.8.2.4.1 Unit members who possess a Designated Subject Credential will be placed on the salary schedule according to the following criteria:
  - 3.8.2.4.1.1 Unit members who possess an Initial Issuance/Partial Fulfillment Designated Subject Credential shall be placed on column one of the certificated salary schedule.
  - 3.8.2.4.1.2 Unit members who possess Preliminary Designated Subject Credential shall be placed on column two of the certificated salary schedule.
  - 3.8.2.4.1.3 Unit members who possess a Clear Designated Subject Credential shall be placed on column four of the certificated salary schedule.
  - 3.8.2.4.1.4 Any movement beyond column four will require a bachelor degree, plus the appropriate extra units as defined by the current certificated salary schedule.
- 3.8.2.5 Unit members in possession of a valid preliminary credential may advance to Column 5 without the required Masters if they are in Column 4 and earn fifteen (15) additional units of coursework which are pre-approved by the District after 12/19/86 and the units meet the criteria in Article 3.8.2.2. Certificated Employee Request: Approval of Coursework forms shall be made available in the Personnel Services Office. Failure to gain prior approval may result in the units being excluded from consideration.
- 3.8.2.6 In addition to the Master's requirement exception stated above, unit members in possession of a valid preliminary credential may be placed on or advance to Column 5 and 6 if they have the MA/MS and required number of units which shall satisfy Section 3.8.2. Effective July 1, 1996, such units may be earned before or after the Master's program, but not used for the Master's degree. Unit members may be asked to provide the District with verification of a Master's degree course of study.
- 3.8.2.7.1 The courses must meet the criteria identified in sections 3.8.2.3.1 through 3.8.2.3.3, above.
- 3.8.2.7.2 Salary advancement under this section is dependant upon (1) employee submitting documentation demonstrating that the coursework requirements have been met and (2) written approval by the District. It is the responsibility of the unit member to acquire their university transcripts.
- 3.8.2.7.3 Acceptable units earned during the year may be offered for salary progression to be effective September 1<sup>st</sup> or February 1<sup>st</sup> provided the unit member submits verification of said unit to the Personnel Services Office on or before September 10<sup>th</sup> or February 10<sup>th</sup> of each year, in accordance with Section 3.8.2 above.
- 3.8.2.7.4 The pre-approval of coursework may be waived for an employee new to the District when the units meet with requirements for acceptance.
- 3.8.2.8 Unit members may advance to Column 6 without the required Masters if they are in Column 5 and earn or have earned seventy-five (75) additional only upper division and graduate units from accredited colleges or universities. Unit members who already have pre-approved units shall receive credit for said units regardless of when earned. Any units not pre-approved must have been earned within the last ten (10) years
- 3.8.2.9 The possession of the preliminary or clear credential referred to in this section shall apply to unit members hired on or after 1/1/2000.

### 3.8.3 DISTRICT STAFF DEVELOPMENT CREDIT

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

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

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

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

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

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

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

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

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

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

Effective 2006-2007 school year, the longevity increments in Column 5 of the 6 period and 7 period salary schedules, will be adjusted every four (4) steps beginning with Step 23.

Effective 2007-2008 school year, the longevity increments in Column 6 of the 6 period and 7 period salary schedules, will be adjusted every four (4) steps beginning with Step 17.

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

3.13 **HEALTH AND WELFARE BENEFITS**

**The District proposes modifying health and welfare benefits as follows:**

- a) **Blue Cross Prudent Buyer Option 1** Annual deductible \$100/\$300, 90%/10% & \$10 office visit coverage, MEDCO prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; Psychology Systems EAP/Carve Out.
- b) **Blue Cross Prudent Buyer Option 2** Annual deductible \$100/\$300; 100% coverage; MEDCO prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; Psychology Systems EAP/Carve Out. (This requires a contribution from the employee).
- c) **Kaiser – Plan A** \$0 office visit co-pay; \$5 Rx; Vision – eye exam and \$150 towards glasses; Chiropractic care \$10 per visit for 30 visits per year.
- d) **Blue Cross California Care** \$10 office visit co-pay; \$5 generic, \$10 brand; Chiropractor \$5 per visit for 40 visits (current plan).
- e) **Delta Dental Incentive Program** with a maximum of \$1,500 Members receive services at the 70% level for the first year, which increases 10% each calendar year with usage.
- f) **Delta DPO Plan** This plan provides a network of dentists with 100% coverage and a maximum of \$2,000 per patient per year. In addition, the plan provides for \$3,000 in orthodontic coverage for children and adults.
- g) **Medical Eye Services Vision Plan 12/12**, \$130 frame allowance (current plan used with Blue Cross Prudent Buyer Plans and Blue Cross California Care Plan).
- h) Provide a mutually acceptable IRC 125 program to permit unit members to utilize pretax dollars for qualified expenditures. IRC 125 contributions shall be held in an interest-bearing escrow account in order to protect the District from future shortages in the IRC 125 account. The District shall preserve that account and its interest until such time as the balance is reduced to zero. All interest accrued will be credited to this account. The District shall provide the Association with a quarterly statement for this escrow account;
- i) *Delta Care PMI Managed Dental Plan*
- j) Certificated Life Insurance coverage of \$50,000. The Health and Welfare Benefits Plans are summarized in Appendix C.

Effective October 1, 2008, the cap on health and welfare benefits will remain at \$1,269.12.

Effective the 2009-2010 school year, Unit members paid in Column 1 and 2 are eligible for coverage from the lowest cost medical plan listed under Article 3.13 only. Unit members paid in Columns 1 or 2 have the option of purchasing coverage from a different health plan offered by the District, and the employee's own expense, by paying the difference between the cost of the lowest cost medical plan listed under Article 3.13 and the other chosen plan.

All non-permanent certificated employees in the bargaining unit will receive health benefits through the lowest cost medical plan offered by the District, listed under Article 3.13, at no cost, until permanent status has been achieved. Non-permanent employees who achieve permanent status will be eligible to receive health benefits from other District offered health plans in accordance with the health and welfare open-enrollment period. Non-permanent employees will have the right to 'buy-up' into another District offered health plan.

- 3.13.1 Unit members regularly employed for at least one-half (1/2) time, but less than full time are eligible for prorated benefits only. Unit members regularly employed for less than one-half time are ineligible for health and welfare benefits.
- 3.13.2 Unit members who are employed subsequent to the first working day of a month shall have their health and welfare benefits commence on the first day of the month following the effective date of their employment.
- 3.13.3 Any unit member on a paid leave of absence shall receive health and welfare benefits provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in the health and welfare benefits program available to bargaining unit members. Participation is at the unit member's expense (subject to verification that the carrier will permit participation).
- 3.13.4 Any unit member who completes the school year and has served seventy five percent (75%) or more and who either resigns effective at the end of the school year, is not reemployed as a temporary teacher for the following school year, or is laid off due to a reduction in programs or decline in enrollment, shall continue to be covered under the District's health and welfare benefits program from the effective date of separation through September 30th of that year.
- 3.13.5 If an eligible unit member should die during the term of this Article, and the unit member has ten (10) or more years of service with the District upon his/her death, the District shall continue to pay the premiums of all insurance (except life) provided by this Article for the employee's spouse and eligible dependents for twelve (12) months from the date of the employee's death.

**3.14 HEALTH AND WELFARE COVERAGE FOR RETIREES AND ELIGIBLE DEPENDENTS**

- 3.14.1 Effective upon adoption by the Board of this Agreement, the District shall provide medical insurance coverage for unit member and eligible dependents, under the same terms and conditions as provided to active employees, whose employment with the District is terminated by regular retirement or who has disability allowance approved after the effective date of this Agreement, under the State Teachers' Retirement System after reaching the fifty-fifth (55th) birthday and who has completed ten (10) years of service including paid leave to the District. This benefit will continue until the retired unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age sixty-five (65). Each retired unit member for whom the District provides medical insurance coverage under this section shall be eligible to continue the dental and vision plan at the member's cost.
- 3.14.2 Effective upon adoption by the Board of this Agreement, a unit member whose employment with the District is terminated by retirement or who has disability allowance approved after the effective date of this Agreement under the State Teachers' Retirement System after reaching the fifty-fifth (55th) birthday and who has completed five (5) years of service to the District, including paid leave, may maintain health insurance coverage by paying his/her own premiums. The retired unit member may maintain the health insurance coverage until the retired unit member is age sixty-five (65) or on the date the retired unit member determines to discontinue the coverage prior to age sixty-five (65).
- 3.14.3 Effective July 1, 2000 the District will implement a MediGap Program (over 65 supplement) for certificated employees who retired during or subsequent to the 1999-2000 school year under STRS after 10 years of service with the District and are eligible for Medicare A & B. Preliminary funding for this program will be based on one percent (1%) of the 2000-01 certificated salary schedule and up to a maximum of one percent (1%) in future years. Continued funding and level of benefit will be contingent on an actuarial study conducted by the District. The District's intent is to make this program successful.

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

3.16 **SPECIALLY DESIGNATED ACADEMIC INSTRUCTION IN ENGLISH (SDAIE)**

- 3.16.1 The Specially Designated Academic Instruction In English (SDAIE) training is available to all teachers and provides teacher inservice in strategies and techniques necessary to meet the needs of Limited-English-Proficient (LEP) students. If space or subject matter area is limited, prioritization will be made by the District.
- 3.16.2 A teacher who has a basic teaching credential, who is a permanent employee as of January 1, 1998, and who, by January 1, 2001, successfully completes 45 hours of SDAIE training, including the assessment component, will be certified by the Antelope Valley Union High School District to teach Limited-English Proficient (LEP) students and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule.
- 3.16.3 A teacher who has taught at least nine (9) years in California Public Schools, certifies experience or training in teaching LEP students, authorizes verification of that experience or training by the Antelope Valley Union High School District, and successfully completes 45 hours of SDAIE training, including the assessment component, will be certified by the Antelope Valley Union High School District to teach Limited-English-Proficient (LEP) students and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule.
- 3.16.4 A teacher who either (a) has not taught at least nine (9) years in California Public Schools, or (b) has taught at least nine years but cannot certify experience or training in teaching LEP students, and who successfully completes 45 hours of SDAIE training, including the assessment component, will be provisionally certified by the Antelope Valley Union High School District to teach Limited-English-Proficient (LEP) students and will receive a one-time stipend of \$400 or three (3) units of credit on the salary schedule. Teachers with provisional certification are required to complete an additional 45 hours of ELD staff development within three (3) years of completing the SDAIE training and will receive an additional three (3) units of credit on the salary schedule upon verification of completion.

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

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