# **COLLECTIVE BARGAINING AGREEMENT**

# **BETWEEN THE**

# TAFT UNION HIGH SCHOOL DISTRICT

# AND THE

# TAFT UNION HIGH SCHOOL TEACHERS ASSOCIATION/CTA/NEA

**JULY 1, 2024 - JUNE 30, 2027** 

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#### ARTICLE I

#### **INTRODUCTION**

- A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the TAFT UNION HIGH SCHOOL DISTRICT ("District" or "Employer"), and the TAFT UNION HIGH SCHOOL TEACHERS ASSOCIATION/CTA/NEA, ("Association" or "Exclusive Representative"), an employee organization.
- B. This Agreement is entered into pursuant to §§3540-3549 of the Government Code (the "Act").

#### **ARTICLE II**

#### RECOGNITION

- A. The District recognizes the TAFT UNION HIGH SCHOOL TEACHERS ASSOCIATION/ CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION as the Exclusive Representative of the certificated employees of the District classified as classroom teachers, teacher librarian and counselors employed on a full-time, part-time, or temporary basis, and excluding management, confidential, and supervisory employees designated by the District pursuant to the Act, and day-to-day certificated substitutes.
- B. Within the certificated bargaining unit, certificated employees are assigned to either Taft High School or Buena Vista High School. Under this Agreement, any reference to Taft High School teachers includes any teachers assigned to the Career Technical Education Center ("CTEC").

#### **ARTICLE III**

#### **SALARIES**

- A. The applicable Certificated Salary Schedule, Extended Year Salary Schedule, and Extra Duty Schedule ("Salary Schedules") are attached as Appendix A, A-1, and A-2, respectively. The Extra Duty Schedule shall be based upon Class III, Step 4, of the Certificated Salary Schedule. The certificated salary and extra duty regulations are attached as Appendix A-3.
  - 1. For the 2024-2025 school year, the District shall implement a 2.5% increase to the 2023-2024 certificated bargaining unit salary schedule, effective July 1, 2024. In addition, a 1% off-schedule payment to each bargaining unit member, will be paid during the 2024-2025 school year in the paycheck for the first regular pay period.
  - 2. Step and Column changes shall be implemented for employees who qualify.
  - 3. Salary Schedule placement for those holding only a Career Technical Education Credential and no Bachelor's Degree will be as follows:

Class A: Preliminary vocational education credential (CTE) w/o Bachelor's Degree

Class B: Clear vocational education credential (CTE) w/o Bachelor's Degree

#### Teaching Assignment In Lieu of Preparation Period

B. A teacher who agrees to teach a regular class in lieu of their scheduled preparation/resource period shall be compensated at one-seventh of their salary schedule rate for each semester of the assignment. This provision applies only to teachers in the regular education program at Taft High School and Buena Vista High School. For purposes of this provision, the "regular education program" refers to all classroom teachers except for those teaching in a severely handicapped classroom, and/or independent study/PAC.

#### **ARTICLE IV**

#### **HEALTH AND WELFARE BENEFITS**

- A. For the 2024-25 fiscal year, the District will make a contribution of \$21,017.40 for the health and welfare benefits programs and coverages on behalf of each full-time employee for the package as described:
  - SISC III Blue Cross Plan 100-D, including: \$20 Office Co-pay, Prescription 7-25, and
  - Delta Dental Plan DD 2000 (Employee only). (Option: PPO 3000, A 100/300),
  - Vision Service Plan B-\$10 (Employee and eligible dependents)
  - Life Insurance \$50,000 (Employee only).

An employee has the option to select one of the insurance benefits packages as described below upon payment of the applicable contribution difference through payroll deduction:

# Benefits Package Option One:

- SISC III Blue Cross Plan 100-B, including:
   \$0 Office Copay, Prescription 5-10, and
- Delta Dental Plan DD 2000 (Employee only). (Option: PPO 3000, A 100/300)
- Vision Service Plan B-\$10 (Employee and eligible dependents)
- Life Insurance \$50,000 (Employee only).

#### Benefits Package Option Two:

- SISC III Blue Cross Plan 100-A, including: \$10 Office Copay, Prescription - 5-20, and
- Delta Dental Plan DD 2000 (Employee only). (Option: PPO 3000, A 100/300)
- Vision Service Plan B-\$10 (Employee and eligible dependents)
- Life Insurance \$50,000 (Employee only).

- B. For employees hired after July 1, 1983, whose assigned workday is less than the normal workday, the District shall prorate its contribution for the health and welfare benefits insurance programs based upon the ratio of the employee's workday to a normal workday.
- C. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Article.
- D. Any excess of benefit premiums over the District contributions shall be paid for by participating employees through payroll deduction.

#### Retiree Health and Welfare Insurance Benefits

E. Tier I. An employee covered by this Agreement who retires after the age of 55 and who has 15 or more consecutive years of paid service in the District immediately prior to the date of retirement shall receive the health and welfare benefit contributions (except life insurance) for the applicable level of single, two-party, or family coverage until the retiree reaches age 70 or until the retiree becomes eligible for other health and welfare benefits (e.g., Medicare Parts A and B), whichever occurs first. The provisions of paragraph E of this Article shall not apply to any employee whose first date of hired service to the District is on or after July 30, 1996.

For the purpose of calculating "consecutive years of paid service," District-approved paid leaves of absence shall not be considered as a break in service.

- At the time when the retiree becomes "eligible" for other benefits, the retiree's
  medical insurance coverage shall be modified pursuant to the terms of the medical
  insurance policy. The word "eligible" as used herein shall mean the attainment of
  the age at which the retiree may apply for the other benefits. The District's
  contribution shall be reduced to the amount necessary to purchase the modified
  medical insurance coverage.
- When the retired employee no longer receives District contributions to the health and welfare benefit program, the retiree may, with the approval of the carrier(s), continue applicable coverage at the retiree's expense.
- F. Tier II. An employee who was hired between July 31, 1996 and June 30, 2009, who retires after the age of 60, and who has five or more consecutive years of paid service in the District immediately prior to the date of retirement shall receive the health and welfare benefit contributions (except life insurance) for the applicable level of single, two-party, or family coverage until the retiree become eligible for Medicare. The terms of paragraphs E.1 and E.2 of this Article shall be applicable to this paragraph F. The provisions of paragraph E and F of this Article shall not apply to any employe whose first date of hired service to the District is on or after July 1, 2009.
- G. Tier III. For all parties subject to this agreement who do not otherwise qualify for Tier I or Tier II retiree benefits under this Article (or who retire from District service prior to meeting the eligibility criteria for said benefit(s)), at which time the retire employee no longer receives District contributions to the health and welfare benefits program, the retiree may, with the approval of the carrier(s), continue applicable coverage at the retiree's expense.

#### **ARTICLE V**

#### **HOURS**

#### Regular Workday

- A. The regular workday for a full-time certificated employee shall consist of seven hours each day, which shall commence no earlier than 6:50 a.m. and conclude no later than 4:15 p.m. For all full-time employees hired prior to July 1, 1983, the seven-hour period shall be seven consecutive hours exclusive of a lunch break. For any employee hired after July 1, 1983, the seven-hour period is not required to be consecutive. Each regular day school teacher shall teach up to six periods per day, except when extra period assignments are offered to and accepted by a teacher.
- B. During the workday, each employee shall perform such duties as described in the respective job description.

Each employee shall have a uniform duty-free lunch period of at least 30 minutes, but not to exceed a regular class period, except that an employee hired after July 1, 1983, may be assigned a longer lunch period.

On minimum days or days of modified schedule, except those scheduled for staff development or an emergency situation, employees shall be allowed to leave the work site 10 minutes after students are dismissed.

Except as otherwise provided in this Agreement, an employee shall be in the classroom, or other assigned place of work, for a total of seven hours.

#### Regular Work Year

- C. The regular work year for all employees shall be 184.5 days, except for the Teacher Librarian and Counselors who shall have a work year of 194.5 days.
  - 1. An employee in his or her first year of service to the District shall have one more work day than continuing employees in the same classification.
  - 2. The term "regular work year" excludes any summer school assignment.
  - 3. The Principal or designee and Counselors will jointly determine dates as needed for meeting with parents and/or students after regular school hours. Upon approval of the Principal, each Counselor will be compensated at the hourly rate in Appendix A-2 (or as Compensatory Time, if elected, subject to other applicable CBA provisions) for approved hours, up to a maximum of 20 hours.
  - 4. In addition to the duties which employees are required to perform during the regular workday, employees are required to perform other assigned duties outside of the regular workday. Such duties may include attending faculty meetings, leadership team meetings, and/or department meetings, and participating in assigned professional activities relating to the employee's work assignment,

participating in Back-to-School night, 8th-grade orientation, commencement, and participating in approved staff/curriculum development programs. The "assigned professional activities" described in this paragraph will not ordinarily exceed three (3) hours each (though they may be shorter), and, collectively, the duties and activities described in this paragraph will not exceed twelve (12) hours in total per year.

#### Other Duties

D. TUHSTA and the District acknowledge that there is a significant benefit to students when they interact with teachers and counselors in a non-classroom setting, and have agreed to two (2) adjunct events per semester. At the conclusion of each semester, faculty will report the events attended. These events will be compensated at a flat rate per semester to be paid at the conclusion of each semester.

#### **Preparation Periods**

- E. Except for Counselors, Severely Handicapped Special Education Teachers, Independent Study/PAC, Teacher Librarian, and TOSAs, each Teacher at Taft High School (Including CTEC) and Buena Vista High School with a full-day teaching assignment shall be assigned one preparation period except on days with modified class schedules. Part-time teachers shall be assigned a preparation period in the ratio that periods taught bears to a full-time assignment. Preparation periods should be taken at each teacher's school site and the teacher should be accessible during this period.
  - 1. The preparation period is subject to utilization by the employee as requested by the Principal or designee for professional duties. Examples of these duties include, but are not limited to, the following:
    - Formalized administration-requested conferences or meetings (specifically around the evaluation process, limit of four per year).
    - Preparation and research regarding classroom instruction (i.e. Trust Based Observation, TBO, lessons, grading, student achievement, and noninstructional student support services.
    - Communicating and/or meeting with parents, students, and faculty/staff on a timely basis as the need arises (i.e. IEP meetings).
    - Grade, department, and site level collaboration and articulation regarding student and instructional issues.
  - 2. An employee may be assigned to period substitution during his or her preparation period. When period substitutions are assigned during a teacher's preparation period, they shall be assigned to volunteers on a rotational basis when possible. If the site administrator or designee is unable to assign a volunteer to period substitution duty, a non-volunteer shall be assigned. The assignments shall be rotated to the extent practicable. Employees shall be compensated at the .0008/hour period substitution rate. If a unit member has more than one assigned prep period, he/she may not be

- assigned to more than one period substitution per day, except for emergency situations at a non-compensated rate.
- 3. So long as the District requires regular school teachers to teach six periods during a seven period day, the following compensatory time provision will be effective.
  - a. Regular day school teachers and/or counselors who perform period substitution, authorized counselor duties at after school functions, and classroom teachers who substitute or who are needed to proctor tests during their preparation period may opt for compensatory time off instead of pay. Teachers and/or counselors shall select either compensatory time off or pay at the .0008/hour— period substitution rate at the beginning of each school year. Those who choose the time off shall earn a credit of one period for each period of substitution.
  - b. The employee shall accrue time off in one period increments and may use the time in one-period increments as accrued. When six periods of credit are accumulated, the unit member may take a full day off upon three-days' advanced notice to the supervisor. The time off should be granted unless: (1) sufficient substitutes are unavailable, (2) it would extend Thanksgiving, Winter or Spring Break, (3) if the requested day falls on a day of scheduled staff development, (4) or State-mandated testing when the unit member has been assigned to proctor the test, or final examinations. When teachers are absent from a class, a standards-based comprehensive substitute plan must be left for the substitute teacher in Aesop and with the department chair.
  - c. Time off will be limited to no more than two days in any one school week, and no more than four days per month.
  - d. An employee who completes the work year with hours of credit shall be compensated at the .0008/hour period substitution rate.
  - e. Non-teaching bargaining unit members shall be entitled to the same compensatory time off as regular classroom teachers.
  - f. This provision allowing an employee to take a full day off using just six (6) hours of compensatory time applies solely and exclusively to the use of compensatory time off as set forth in Article V(E)(3)(b). For all other purposes including, but not limited to, the use of all other leave rights (including those set forth in Article VII herein), as well as any and all calculations related to an employee's hourly rate, a full day is equal to seven (7) hours.
- 4. Notwithstanding any other provision of this Agreement, a certificated employee may be assigned by the District to duties related to the District's curricular and program goals for one or more assigned periods in lieu of a full-time assignment.
- Teachers assigned to Severely Handicapped (S.H.) classrooms or PAC/Independent Study may not receive preparation periods as described above. Due to scheduling of S.H. and PAC/Independent Study classes, teachers assigned to these classes may be required to engage in preparation activities during the time prior to the arrival of students, after the departure of students, or when students are not otherwise present in class.

#### SB 328

F. When deemed necessary, TUHSTA will collaborate with the District on contract changes needed to best implement an 8:30 a.m. start time for the District's high schools if required by SB 328. If this implementation is required at the District's high schools, TUHSTA will have the right to bargain the impacts of the implementation upon the timely service of a request to bargaining said impacts.

#### **ARTICLE VI**

#### **CLASS SIZE**

- A. On the basis of a full-time, six period teacher assignment, a maximum assigned contact ratio of 180 students per teacher shall be maintained with the exception of physical education, music, and other courses which are normally carried out in the large group instructional settings. Maximum ratios shall not be applicable prior to the third week of the school semester. PAC/Independent Study and S.H. teachers have assigned caseloads.
- B. Reasonable efforts will be made to limit assigned class size averages to no more than 30 students per teacher per class, with the same exception as in paragraph A of this Article.
  - The stated maximum may be exceeded at any time when such maximum cannot reasonably be met, or with the agreement by the teacher conducting the class, or with the consensus of the affected department.
  - 2. There shall be no more students assigned to a class than there are student stations in such class or classroom. If a dispute arises over the number of student stations contained within a specific classroom, the Board of Trustees shall consider all arguments and specify the number of student stations in the classroom.
- C. Guidance and counseling services shall be maintained at a level considered appropriate by the District.

#### **ARTICLE VII**

#### **LEAVES OF ABSENCE**

A. Employees are eligible for paid and unpaid leaves of absence as provided by law. Significant leaves of absence are summarized in this paragraph:

#### **EDUCATION CODE LEAVES - PAID**

 Regular Sick Leave: Ten days of paid leave available for illness or injury, with unlimited accumulation, or for pregnancy and childbirth (Education Code §§44978 and 44965). Regular Sick Leave and Extended Sick Leave (below) may be utilized for maternity or paternity leave (Education Code §44977.5).

- 2. <u>Extended Sick Leave</u>: Up to five school months of paid leave after exhaustion of all available Regular Sick Leave at regular pay, less what is or would be paid to a substitute (Education Code §44977). When an employee has exhausted the five-month period, the employee shall be placed on a re-employment list (Education Code §44978.1). The employee shall be returned to duty as provided by Education Code §44978.1.
- 3. Personal Necessity Leave: Up to seven days of paid sick leave earned by the employee in a school year upon prior approval, charged to the current year's accrual of Regular Sick Leave (Education Code §44981). A request for prior approval shall be made at least three days in advance of the leave except in an emergency situation. An employee may request to use up to four of the days without specifying the nature of the Personal Necessity. In no case may leave taken under this section be used to extend school holidays or vacation periods, or for vacation, recreation, personal gain, or the withholding of services from the District. Personal necessity leave may be used for funerals, graduations, weddings, etc., with administrative approval. When teachers are absent from a class, a standards-based comprehensive substitute plan must be left for the substitute teacher in Aesop and with the department chair.
- 4. <u>Bereavement Leave</u>: Five days with pay (or seven days if travel out-of-state is required) on account of the death of a member of the employee's immediate family (Education Code §44985). These days must be taken within three (3) months of the date of death, but need not be taken consecutively.
- 5. <u>Industrial Accident and Illness</u>: Up to 60 days of paid leave per occurrence to be used prior to Regular Sick Leave (Education Code §44984).
- 6. <u>Court Witness Leave</u>: Approved use of Personal Necessity Leave for required appearances in court during normal work hours under official order as litigant or witness (Education Code §44036) or the employee is a victim of a crime (Labor Code §230.2). When the appearance is due to an employee's actions as a "Good Samaritan" (Civil Code §1714.2 or Health and Safety Code §1799.102), the time off shall not be charged to sick leave.
- 7. <u>Jury Duty Leave</u>: Paid leave for the actual time required for regular jury service (Education Code §44036(b)).
- 8. <u>Sabbatical Leave</u>: Paid leave for the purpose of study or travel by the employee which will benefit the schools and pupils of the Employer (Education Code §§44966 through 44976).

#### DISCRETIONARY LEAVES - UNPAID/PAID (Education Code §44963)

9. <u>General Unpaid Leave</u>: An employee may apply for an unpaid leave of absence of up to 12 calendar months for child rearing, sabbatical (research, study, or travel), or for any other purpose that is acceptable to the Employer. An unpaid leave of five days or less is subject to approval of the Superintendent. A leave of more than five days is subject to approval of the Board. The Employer's contribution to the Health Benefits Program terminates on the first day of the month following the month in

- which the unpaid leave commenced. An employee may maintain eligibility for the Health Benefits Program by making direct payment of the required amount to the Employer on the schedule established by the Employer.
- 10. <u>Civic Duty Leave</u>: An employee who is elected to public office may receive up to three days of leave to be involved in the duties of the office. The employee shall sign over to the District any payment received for the days during which the leave was granted, minus any allowance for transportation, meals, or related expenses. If the days of leave are exhausted in a school year, additional days may be authorized under the conditions of Personal Necessity Leave.

#### NON EDUCATION CODE LEAVES - PAID

- 1. <u>Child-Bonding Leave:</u> Up to a total of 12 work weeks of differential pay as long as an eligible employee first exhausts all Regular Sick Leave, for parental leave to which an employee is entitled under, and on the conditions set forth in, the Fair Employment and Housing Act (Government Code §12945.2), for:(a) the birth of a child of an employee, or (b) a child has been placed with the employee for adoption or foster care. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations for the entire 12-week period.
- 2. <u>Family Sick Leave</u>: Up to six days of paid leave per calendar year (Labor Code §233) to attend to the diagnosis, care, or treatment of an existing health condition, as well as preventive care, for the employee or the employee's (a) child (biological, adoptive, foster, step, legal ward, or to whom the employee stands *in loco parentis*) regardless of age or dependency status, (b) parent (biological, adoptive, foster, step, legal guardian, or person who stood *in loco parentis* when the employee was a minor) of the employee or the employee's spouse or registered domestic partner, (c) spouse, (d) registered domestic partner, (e) grandparent, (f) grandchild, (g) sibling, charged to Regular Sick Leave balance (Labor Code §245.5(4)(c)). This leave also may be utilized by an employee that is a victim of domestic violence, sexual assault, or stalking (Labor Code §230(c)).
- 3. <u>Crime Victim Leave (Labor Code §230.2):</u> Regular Sick Leave may be used by an employee who was the victim of specified crimes to attend judicial proceedings related to that crime.
- 4. <u>Crime Victim Appearance Leave (Labor Code §230.5):</u> Regular Sick Leave may be used by an employee who was the victim of specified crimes to appear in court to be heard at any proceeding in which a right of the victim is at issue. If the employee does not have sufficient Personal Necessity Leave available, the time off shall be without pay.
- 5. <u>School Activities Leave:</u> Regular Sick Leave may be used by an employee who is a parent or guardian to attend child-related activities of the school or licensed child care provider to a maximum of eight hours per month/40 hours per year (Labor Code §230.8). If the employee does not have sufficient Personal Necessity Leave available, the time off shall be without pay.
- 6. Organ and Bone Marrow Donor Leave: An employee who is an organ donor shall be

granted a paid leave of absence not exceeding 30 business days for the purpose of donating his or her organ to another person (Labor Code §1510(a)(1)). An employee who is a bone marrow donor shall be granted a paid leave not exceeding five days for the purpose of donating his or her bone marrow to another person (Labor Code §1510(a)(2)). As a condition of an employee's initial receipt of bone marrow or organ donation leave, the employee must take up to five days of available sick leave, vacation, or paid time off for bone marrow donation and up to two weeks of available sick leave, vacation, or paid time off for organ donation.

- 7. <u>Military Leave</u>: Paid leave as provided by Military and Veterans Code §395.
- 8. <u>Voting Time Leave</u>: Up to two hours of paid time for voting, at the beginning or end of the employee's regular work time, whichever allows the most free time for voting and the least time off from the employee's work, on two day's notice to the District (Elections Code §14000(a)).

#### NON-EDUCATION CODE LEAVES - UNPAID

- 9. <u>Family Medical Leave Act:</u> An unpaid leave that provides up to 12 weeks in a 12-month period (26 weeks qualifying illnesses and injuries incurred during active duty military service). Unless prohibited by the statute, FMLA leave runs concurrently with CFRA leave. Benefit levels provided by applicable provisions of the statute.
- 10. <u>California Family Rights Act:</u> An unpaid leave that provides up to 12 weeks in a 12-month period (Government Code §12945.2). Unless prohibited by the statute, CFRA leave runs concurrently with FMLA leave. Benefit levels to qualifying employees are provided by applicable provisions of the statute.
- 11. <u>California Pregnancy Disability Leave:</u> Except as otherwise provided by law, an unpaid leave that provides up to four months per pregnancy due to medical conditions (Government Code §12945).
- 12. <u>Volunteer Civic Service Leave</u>: Except as otherwise provided by law, unpaid leave time off to serve as a volunteer firefighter, reserve police officer, or emergency medical personnel (Labor Code §230.3) plus up to 14 days per year for fire, law enforcement, or emergency rescue training (Labor Code §230.4).
- 13. <u>School Appearance Leave:</u> Except as otherwise provided by law, unpaid time off for a parent or guardian to appear in the school (i.e., Kindergarten to grade 12, or licensed child care provider) of a pupil pursuant to a request made pursuant to Education Code §48900.1 (Labor Code §230.7).
- 14. <u>Civil Air Patrol Leave:</u> Except as otherwise provided by law, unpaid time off for a member of the Civil Air Patrol to participate in an emergency operational mission, limited to three days per operation and 10 days per calendar year (Labor Code §1503(a)).
- 15. <u>Military Leave:</u> Except as otherwise provided by law, unpaid leave as provided by Military and Veterans Code §395.
- 16. Military Spouse Leave: An unpaid leave of up to 10 days during which the

employee's spouse is on leave from his or her active military deployment (Military and Veterans Code §395.10).

- B. The leaves of absence listed in paragraph A of this Article are established and governed by California or federal law.
  - 1. The criteria regarding an employee's eligibility or qualification for any leave set forth in paragraph A, above, shall be as set forth in the respective statutes. Statutory and contractual leave rights will run concurrently to the extent allowed under federal and state law.
  - 2. Amendments to state or federal law that create new leaves of absence or that modify leaves in effect at the time this Agreement is ratified are incorporated as if fully set forth herein.
  - Except for the issues of whether a listed leave was improperly denied or the amount of leave time was incorrectly calculated, no grievance may be filed or maintained with regard to the listed leaves.
- C. The process for application and approval of leaves granted pursuant to this Article, including the requirement for acceptable verification, shall be consistent with prior practices.
  - 1. An employee who has been absent under the provisions for sick leave, industrial accident and illness leave, or any other leave based on the employee's health condition for five or more consecutive days shall be required to provide acceptable verification of ability to return to work and render services to the District prior to returning to work. Notwithstanding the provisions of this paragraph, an employee who is absent at any time for surgery shall be required to furnish a physician's verification of the employee's ability to return to work and render service to the District prior to returning to work. An employee may be required to provide verification of illness or injury for absences of fewer than 5 consecutive days when the District determines that it is warranted as a result of the employee's attendance record.
  - 2. When an absence is to be longer than one day, the employee must notify the District of an intention to return by 3:00 p.m. on the workday prior to the day of return.
- D. For the purposes of this Article, "immediate family" shall be defined as: mother, father, grandmother, grandfather, or grandchildren of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, sister, sister-in-law, stepbrother, or stepsister of the employee, or any relative of the employee living in the immediate household of the employee. The term "spouse" includes a domestic partner as defined in §297 of the Family Code and registered pursuant to Part 2 (commencing with §298) of Division 2.5 of the Family Code. Valid proof of the registered domestic partnership must be on file with the District.

#### Status of Leave Provisions

- E. This Article shall be considered to be the Policy of the Board of Trustees, and these provisions are expressions of Board policy on leaves of any duration for any accident, illness, or any other reason.
  - 1. No employee may utilize or be granted any leave of absence when the employee participated in any concerted activity which interrupts or interferes with the delivery of educational services to students or the normal school-day routine of the District.
  - 2. Any employee absent for any reason during a period when a concerted activity takes place shall furnish the District with verification acceptable to the District that the employee's absence was not due to concerted activity. Failure to provide such verification shall result in loss of pay for the time period in question.

#### ARTICLE VIII

#### **EMPLOYEE EVALUATION PROCEDURES**

- A. The provisions of this Article constitute the procedures for the evaluation and assessment of the instructional performance of certificated employees as set forth in Education Code §§44660, et seq., commonly referred to as the Stull Bill, or its successor.
  - Evaluation and assessment shall be made on a continuing basis. The evaluation and assessment of the performance of each certificated employee shall be made as follows:
    - a. For a non-tenured teacher, at least two full pre-observation conference, formal observation, post observation conference evaluation cycles shall be conducted.
    - b. For a permanent teacher, at least one full pre-observation conference, formal observation, post observation conference evaluation cycle once every other school year as provided by Education Code §44663(a). By mutual agreement, permanent teacher who meets all of the criteria in Education Code §44664(a)(3) may request to be subject to the full pre-observation conference, formal observation, post observation conference evaluation cycle at least every five years if all of the following criteria apply:
      - Employed by the Employer for 10 years;
      - Teaching in a position required to be filled by a "highly qualified professional" by the federal No Child Left Behind Act of 2001,
      - Previous evaluation rated the employee as meeting or exceeding standards;
         and.
      - Neither the employee nor the evaluator has withdrawn consent during the

five year cycle.

- c. Except for any remediation activities, evaluations shall be concluded by the deadline set forth in the Education Code. The final evaluation shall be submitted to the employee not later than 30 days before the last school day scheduled on the school calendar.
- 2. Nothing in this Article shall restrict the right of the District to evaluate employees as often as it determines to be in its best interests.
- 3. The California Standards for the Teaching Profession shall be utilized in the evaluation process.
- 4. The evaluation of instructional unit members shall not be based solely on the District's instructional goals and shall take into account, among other things:
  - The instructional techniques and strategies used by the employee.
  - The employee's adherence to the curriculum.
  - The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
  - The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the District.

The evaluation of non-instructional unit members shall be pursuant to Education Code §44662(c).

- 5. Each employee shall be furnished with a copy of the respective job descriptions. District goals are set out in the Board policy. Department goals have been established on a department basis and are available from the instructional department chairperson. Course goals and objectives have been established on a course-by-course basis in the Course Outline Handbook and are available from the Principal.
- 6. The evaluation shall not include the use of publishers' norms established by standardized.
- 7. It is the responsibility of the Principal to evaluate or to designate the evaluator of each employee. If an employee is designated to be evaluated by another District employee who does not possess an administrative credential, the employee may file a written request for an alternate evaluator. The Principal shall consider the request after a conference, and shall make a final decision to grant or deny such request within 10 days.
- 8. Any statement concerning an employee's instructional or job performance that is made by a person other than the evaluator shall be verified as factual prior to being included in the evaluation.

- B. If, during the course of the evaluation period, mitigating circumstances arise, the employee and evaluator shall meet to review and/or modify the evaluation schedule or cycle.
   Scheduled observations may be postponed or delayed by either the employee or evaluator for good cause.
- C. The observationS shall last a minimum of one class period. The employee shall be notified of a formal observation at least 24 hours in advance. In the event the observation is postponed or delayed, the notice of postponement shall be given 24-hours notice whenever possible.
  - If a certificated employee has a concern(s) with their evaluation process they may address their concern(s) with their evaluator's supervisor and/or the Human Resources Department.
- D. In the written evaluation, the evaluator shall cite qualities, abilities, and deficiencies, if any.
  - 1. In the event an employee is not performing the duties of the position in a satisfactory manner, the evaluator shall notify the employee in writing of such fact and describe such unsatisfactory performance.
  - 2. The evaluator shall make specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in improving said performance.
- E. Prior to placing evaluation(s) in the employee's file, the employee and evaluator shall review the written evaluation.
  - 1. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy.
  - 2. The employee may initiate a written response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.
- F. The District shall not take any adverse action against an employee based upon the employee's instructional performance using instruction evaluation materials which are not contained in the employee's personnel file.

#### **ARTICLE IX**

#### **VACANT POSITIONS**

- A. An employee may make a request to fill a vacant position in the District to take effect during the fiscal year or at the beginning of the next fiscal year. In either event, the request shall be made on a "Request to Fill Vacant Position" form and filed with the District Office.
- B. All requests to fill vacant positions shall be considered on the following basis:
  - The educational-related needs of the District.
  - The employee's credentials to perform the required services.
  - The employee's qualifications by training and/or experience.
  - Affirmative action and Title IX mandates.

- The employee's length of service to the District.
- C. If a request to fill a vacant position is not granted, the employee involved shall be notified. The employee shall be provided with a written explanation, if requested, within 10 days of the request.
- D. The District shall determine whether a vacant position exists and when any vacant position shall be filled. An employee who did not request to fill a vacant position may be selected by the District to fill a vacant position on the following basis (in rank order):
  - 1. The educational-related needs of the District.
  - 2. As a change of assignment in order to improve an unsatisfactory evaluation.
  - 3. The employee's credential to perform the required services.
  - 4. The employee's qualifications by training and/or experience.
  - 5. Affirmative action and Title IX mandates.
  - 6. The employee's length of service to the District.
- E. An employee who is selected to fill a vacant position which the employee did not request shall be provided a written explanation if requested by the employee within five days.
- F. No employee shall suffer loss of compensation, seniority, or fringe benefits by operation of this Article. This provision shall not be construed or interpreted to maintain or guarantee the continuance of any extra pay for extra-duty assignment or special differential pay presently granted to any bargaining unit member.
- G. Notices of open positions shall be posted electronically and in the District Office when the District declares an opening and shall remain posted for five business days.
  - 1. All notices shall include the position description, location, grade level or subject matter assignment, assignment stipend (if applicable), and credential requirements.
  - 2. On the date of posting, copies of all such notices shall be furnished or mailed to the Exclusive Representative, as well as to bargaining unit members who have requested such notice.

#### **ARTICLE X**

#### SAFETY AND MISCELLANEOUS WORKING CONDITIONS

#### **Workplace Safety Conditions**

- A. Employees shall be safety conscious in their own actions, cooperate with the District in the implementation of its safety program, and report any unsafe or unhealthy conditions directly to the immediate supervisor on the form provided.
  - 1. Reports shall be investigated by the District, and appropriate corrective measures shall be taken within a reasonable time to afford safe conditions.
  - 2. Teachers shall not be required to work under unsafe conditions.

#### Student Discipline

B. A teacher who suspends a pupil from class for any of the reasons specified in Education Code §§48900, et seq., or its successor, for the day of the suspension and the day following, shall follow the procedures of Board policy and District administrative regulations.

#### **Complaints Against Employees**

- C. Any written complaint(s) against an employee relative to an employee's instructional performance from a person other than the evaluator shall be brought to the employee's attention within 15 days of receipt and considered by the Principal for inclusion in the employee's personnel file.
  - 1. At the request of either party, the Principal shall attempt to hold a meeting between the complainant and the employee prior to the placement of the complaint in the employee's file.
    - a. If the complainant refuses to attend the meeting, the complaint will not be placed in the employee's file.
    - b. An employee, on request, is entitled to representation in the meeting.
  - 2. If management determines that the complaint is substantiated and is valid and is to be included in the employee's file, the employee shall be notified of the pending placement and shall be allowed to file a response within five days of notification.
  - 3. If the employee disputes the complaint, the parties agree that the employee may file a grievance at Level Two.
  - 4. Notwithstanding the provisions of this paragraph, these provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the employee of the investigation.

#### **ARTICLE XI**

#### RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

- A. The Exclusive Representative shall have the right to use designated bulletin boards, mailboxes, district email, and meeting rooms at reasonable times.
  - 1. The Exclusive Representative shall be responsible for the posting of notices on bulletin boards and the contents of such notices.
    - a. All postings shall be issued in the name of the Exclusive Representative and signed by the person who wrote them.
    - b. Nothing may be posted which is violative of the Education Code.

- 2. The Exclusive Representative shall furnish the District with one copy of all materials which are posted on bulletin boards or placed in employee mailboxes.
- 3. When a meeting room is sought, advance approval shall be requested from the Superintendent or designee by the President of the Exclusive Representative, or other person designated in writing to make such requests. Approval shall be given unless use of the requested meeting room has been previously granted to another person or group.
- 4. Should the Exclusive Representative cause the District to incur additional costs due to utilization of facilities, the Exclusive Representative shall reimburse the District for such costs on the same basis as for any other group(s) or individual(s).
- B. Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interrupt or interfere in any way with normal work (i.e., before the beginning of the employee's workday, during the employee's lunch period, following the end of the employee's workday, and during employee's preparation period to a maximum of 10 minutes). Non-employee officers, agents, or representatives shall check in at the site office and request clearance to contact employees in areas specified by the site administrator. Contacts with employees hall be limited to time such as duty-free lunch periods and before and after school.
- C. On written request, the District shall, as soon as possible, but no later than two weeks following receipt of the request, furnish the Exclusive Representative with one copy of District, County, or State reports, which are public documents as defined in the Government Code and which are in the District's possession, or any other public document in its possession which reasonable relates to negotiations. The cost of copying the above documents shall be the same for the Exclusive Representative as for any other group(s) or individual(s).
- D. Upon appropriate written authorization from the employees, the District shall deduct the salary of any employee, and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs requested by the employees and agreed to by the District.
- E. For the purposes of this Article, the Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or in any way relate to, the making of said deduction and the transmission of such funds to the Exclusive Representative, and further agrees to pay any reasonable attorney's fees claimed by the District, its officers, agents, or employees, as a result of any such claim, demand, action, or liability.
- F. For the purposes of negotiations, the Exclusive Representative shall receive release time as provided by the Act. The Exclusive Representative shall be limited to no more than five employees receiving release time at any one time.
- G. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent.
- H. A joint committee composed of two employees chosen by the Exclusive Representative and two people chosen by the District shall be formed to meet and consult pursuant to the Act.

The committee shall meet at the request of either party.

I. The District and the Exclusive Representative will schedule monthly "Problem-Solving" meetings to be held if either party submits an item for consideration.

#### **ARTICLE XII**

#### **GRIEVANCE PROCEDURE**

- A. A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an express provision or provisions of this Agreement. The Exclusive Representative agrees that this procedure shall be the sole means of adjudicating alleged violations of this Agreement, and no other forum shall be utilized prior to completion of this procedure.
- B. A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of any specifically identified employee or employees.
- C. A "day" shall mean a day when the District Office is normally open for business.
- D. An "immediate supervisor" is the management employee having immediate jurisdiction over the employee.
- E. An employee may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the District in writing of such election prior to the first meeting.
- F. An employee may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative.
  - 1. Any adjustment shall not be inconsistent with the terms of this Agreement.
  - 2. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- G. The employee and a designated bargaining unit representative, if any, participating in the processing of the grievance shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.
- H. At all levels of the grievance procedure, the employee shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- I. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, the employee shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

- J. Time limits may be extended or shortened by written mutual agreement of the employee, or representative, and the District.
  - 1. Failure of the employee or the Exclusive Representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
  - 2. If the District fails to respond to the grievance pursuant to the time lines at each level, the grievance is denied and the grievant may proceed to the next level. If an employee files a grievance after May 15 and before the end of the work year, the employee may request that the time lines not toll during summer recess. The District agrees to honor such a request.
- K. No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlement, shall be filed separately from the personnel file of the grievant or any participant.
- L. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. If a grievance arises at a level above the employee's immediate supervisor or school Principal, the initial filing shall be made at Level Two.

#### Informal - Level One

M. The employee who believes that a violation of this Agreement may have occurred shall discuss the grievance with the immediate supervisor after filing a meeting request form within 20 days of the alleged violation or knowledge of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within seven days of the meeting. Either party, upon one day's advance written notice to the other party, may have a representative or an observer present during the informal conference.

#### <u>Formal - Level Two</u>

- N. Within 10 days of the informal meeting, the employee shall file a grievance form with the Superintendent or designee. The employee shall use the Grievance Form(s) included as Appendix C.
  - 1. The grievance shall contain the following minimum information:
    - The employee's name.
    - The date of filing.
    - The date of the alleged violation.
    - The specific article(s) or section(s) of the Agreement which are claimed to have been violated.
    - Brief description of the alleged violation.
    - Brief synopsis of the informal conference.
    - The specific relief requested.
  - 2. Grievances not containing the minimum information shall be rejected as being improperly filed. Such rejection shall not extend the timelines of this Article.

- 3. The Superintendent or designated representative shall meet with the employee within seven days of the receipt of the appeal.
  - Either party, on written notice to the other party within two days of the filing at Level Two, may request conciliation from the California State Mediation and Conciliation Service in lieu of the meeting specified hereinabove.
  - b. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
  - c. The conciliator shall not issue any public statements of fact or opinion on the issue.
  - d. The conciliation or settlement positions of either party shall not be introduced into any other grievance level.
- 4. Within seven days of the meeting between the Superintendent and the grievant, or within seven days of the conciliation session, a written decision and the reasons for such decision shall be issued to the employee.

#### Formal - Level Three

- O. The District and the Exclusive Representative agree that any employee grievance denied at Level Two, or any allegation that the Exclusive Representative has violated a term of this Agreement, shall be submitted to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.
  - 1. If the grievant is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure.
  - 2. The filing shall be made within 10 days of the date of the Level Two denial, or of the alleged violation, by the Exclusive Representative.
- P. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted in the original filing and any procedural objections made by the District. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to hear cases challenging any of the following:
  - 1. The District's promulgation of rules or procedures for the implementation of the Agreement.
  - 2. The termination of services or failure to reemploy and reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.
  - 3. A decision, action, or inaction of the District, if such is appealable to a state or federal regulatory body, except PERB.
- Q. The arbitrator shall render a written Decision and Award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. In rendering the Decision and

Award, the arbitrator shall be limited as follows:

- Where the District has made a judgment involving the exercise of discretion, the
  arbitrator shall review such decision solely to determine whether the decision has
  violated the Agreement. The arbitrator's judgment shall not be substituted for the
  judgment of the District.
- 2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
- 3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- 4. The arbitrator's Decision and Award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.
- R. The Decision and Award of the arbitrator shall be submitted to the District and the Exclusive Representative for review and implementation.
- S. The parties shall share the per diem and expense costs of the arbitrator and the AAA administrative fee. Each party shall bear all other costs of its own case.

#### **ARTICLE XIII**

#### **CONCLUSION**

#### **Completion of Negotiations**

A. This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement supersedes the prior Collective Bargaining Agreement, closes negotiations from July 1, 2024 through June 30, 2027, as well as any prior Memorandum of Understanding, Side Letter, or other agreement (written or oral) between the parties. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty on the part of the District to meet and negotiate further during the term of this Agreement.

#### **Past Practices**

- B. The specific provisions of this Agreement shall prevail over any past practice or procedure.
  - Since prior to the ratification of this Agreement any past practice or procedure was
    discretionary on the part of the District pursuant to Board policy, any past practice
    or procedure is agreed to continue to be discretionary on the part of the District.

2. When references are made to statutes (e.g., Education Code) such reference is informational only and does not subject the provisions of such statutes to the grievance processes of this Agreement.

### Severability

In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
 Should a federal or state agency with jurisdiction invalidate any portion of the Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

#### **Continuation of Economic Benefits**

D. Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are reemployed for the following school year shall be paid the same salary as for the final (or interim) year of the Agreement, including columns and steps when appropriate, until such time as a new agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

#### **Work Continuation**

- E. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Exclusive Representative or by any of the Exclusive Representative's officers, agents, representatives, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
  - 1. The Exclusive Representative recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so.
  - 2. presentative recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so.
  - 3. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Exclusive Representative, the Exclusive Representative agrees in good faith to take all necessary steps to cause those employees to cease such activity.

#### **Duration of Agreement**

F. This Agreement shall be in full force and effect from July 1, 2024, to June 30, 2027, at which time this Agreement shall expire and become null and void. Negotiations are closed for the duration of this contract period, except that:

- 1. Negotiations over the 2024-2025 school year are closed.
- 2. For the 2025-2026 school year, Article III, Article IV, and up to two other articles designated by the District and up to two other articles designated by the Association may be reopened.
- 3. For the 2026-2027 school year, Article III, Article IV, and up to two other articles designated by the District and up to two other articles designated by the Association may be reopened.
- 4. The parties may engage in impact bargaining if justified under the Educational Employment Relations Act.
- 5. tional Employment Relations Act.

#### RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

TAFT UNION HIGH SCHOOL DISTRICT

By: Tracident Board of Trustees

DATE: 5.20.24

Clerk, Board of Trustees

DATE: 5.20.24

TAFT UNION HIGH SCHOOL DISTRICT TEACHERS

ASSOCIATION/CTA/NEA

,y. \_\_\_\_

DATE 5/24/24

# TAFT UNION HIGH SCHOOL DISTRICT

# **CERTIFICATED SALARY SCHEDULE**



# TAFT UNION HIGH SCHOOL DISTRICT CERTIFICATED, NON-MANAGEMENT SALARY SCHEDULE (ANNUAL) 184.5 WORKING DAYS

FOR FISCAL YEAR: 2024-25 (BOARD APPROVED: 05-20-2024)

	VOCATIONAL CREDENTIALS				SINGLE SUBJECT CREDENTIALS										
	CLASS A			CLASS B	CLASS I *		CLASS II		CLASS III		CLASS IV	CLASS V			CLASS VI
	No Bachelor's		No Bachelor's		With Bachelor's		With Bachelor's	With Bachelor's		With Bachelor's		With Bachelor's		With Bachelor's	
	Degree		Degree		Degree Only		Degree	Degree		Degree		Degree		Degree	
	Preliminary	/Voc.	Clear Voc.		plus less than 30		plus at least 30	р	lus at least 45	plus at least 60		plus at least 75		plus at least 90	
STEP	Credenti	ial	Credential		additional units		additional units	additional units		additional units		additional units		additional units	
1	\$ 4	48,777	\$	52,716	\$ 56,657	\$	60,595	\$	64,474	\$	68,425	\$	72,349	\$	76,388
2	\$ 5	51,206	\$	55,145	\$ 59,084	\$	63,008	\$	66,908	\$	70,864	\$	74,639	\$	78,828
3	\$ 5	53,634	\$	57,574	\$ 61,514	\$	65,458	\$	69,339	\$	73,293	\$	77,220	\$	81,271
4	\$ 5	56,062	\$	60,002	\$ 63,945	\$	67,890	\$	71,772	\$	75,727	\$	79,654	\$	83,709
5	\$ 5	58,492	\$	62,432	\$ 66,375	\$	70,320	\$	74,205	\$	78,161	\$	81,801	\$	86,148
6	\$ 6	60,921	\$	64,861	\$ 68,802	\$	72,757	\$	76,636	\$	80,598	\$	84,526	\$	88,589
7	\$ 6	63,350	\$	67,289	\$ 71,234	\$	75,185	\$	79,067	\$	83,033	\$	86,961	\$	91,030
8	\$ 6	65,778	\$	69,719	\$ 73,663	\$	77,620	\$	81,515	\$	85,470	\$	89,402	\$	93,470
9						\$	80,049	\$	83,930	\$	87,902	\$	91,834	\$	95,913
10						\$	82,482	\$	86,368	\$	90,338	\$	94,272	\$	98,350
11								\$	88,798	\$	92,772	\$	96,704	\$	100,790
12								\$	91,232	\$	95,206	\$	99,138	\$	103,235
13								\$	93,941	\$	97,933	\$	101,884	\$	105,672
14								\$	94,226	\$	98,225	\$	102,186	\$	106,150
15								\$	94,508	\$	98,523	\$	102,496	\$	106,627
16								\$	94,792	\$	98,817	\$	102,801	\$	107,107
17			THIS	S AREA INTENTIO	ONALLY LEFT BLANK			\$	95,075	\$	99,112	\$	103,108	\$	107,588
18								\$	95,361	\$	99,410	\$	103,419	\$	108,072
19								\$	95,649	\$	99,708	\$	103,727	\$	108,558
20								\$	95,935	\$	100,008	\$	104,041	\$	109,047
21								\$	96,222	\$	100,309	\$	104,351	\$	109,537
22								\$	96,508	\$	100,608	\$	104,666	\$	110,031
23								\$	96,801	\$	100,910	\$	104,977	\$	110,526
24								\$	97,091	\$	101,213	\$	105,293	\$	111,022
25								\$	97,381	\$	101,515	\$	105,610	\$	111,522
26								\$	97,672	\$	101,825	\$	105,926	\$	115,446
27								\$	102,555	\$	106,915	\$	111,223	\$	121,218

NOTE: The appropriate credential is required for employment as a Certificated staff member. Column placement on this schedule will be determined on the basis of credited units beyond one's bachelor's degree program. In addition, remuneration for a master's degree will be given beyond the scheduled placement at the rate listed below (rounded to the nearest whole dollar), regardless of where the holder of said master's degree is placed on this salary schedule.

\* Employees who hold anything less than a clear or preliminary credential may not progress beyond Class I, Step 5

#### MASTER'S DEGREE STIPEND CALCULATION

**Rate:** 0.05620

Basis: \$ 71,772 (Class III, Step 4 above)

**Stipend:** \$ 4,034

# TAFT UNION HIGH SCHOOL DISTRICT

# **EXTENDED YEAR SALARY SCHEDULE**



# TAFT UNION HIGH SCHOOL DISTRICT CERTIFICATED, NON-MANAGEMENT SALARY SCHEDULE (ANNUAL) 194.5 WORKING DAYS

FOR FISCAL YEAR: 2024-25 (BOARD APPROVED: 05-20-2024)

	VOCATIONAL	CREDENTIALS	SINGLE SUBJECT CREDENTIALS								
	CLASS A	CLASS B	CLASS I *	CLASS II		CLASS III	CLASS IV	CLASS V		CLASS VI	
	No Bachelor's	No Bachelor's	With Bachelor's	With Bachelor's	V	Vith Bachelor's	With Bachelor's	With Bachelor's	ν	Vith Bachelor's	
	Degree	Degree	Degree Only	Degree Only Degree		Degree	Degree	Degree	Degree		
	Preliminary Voc.	Clear Voc.	plus less than 30	plus at least 30	p	olus at least 45	plus at least 60	plus at least 75		plus at least 90	
STEP	Credential	Credential	additional units	additional units	а	dditional units	additional units	additional units		additional units	
1			\$ 59,727	\$ 63,881	\$	67,970	\$ 72,131	\$ 76,269	\$	80,526	
2			\$ 62,289	\$ 66,425	\$	70,535	\$ 74,703	\$ 78,684	\$	83,101	
3			\$ 64,848	\$ 69,005	\$	73,097	\$ 77,266	\$ 81,406	\$	85,674	
4			\$ 67,410	\$ 71,570	\$	75,659	\$ 79,832	\$ 83,972	\$	88,245	
5			\$ 69,973	\$ 74,130	\$	78,226	\$ 82,397	\$ 86,235	\$	90,819	
6			\$ 72,532	\$ 76,697	\$	80,793	\$ 84,966	\$ 89,108	\$	93,393	
7			\$ 75,098	\$ 79,259	\$	83,353	\$ 87,533	\$ 91,674	\$	95,967	
8			\$ 77,655	\$ 81,827	\$	85,934	\$ 90,102	\$ 94,248	\$	98,535	
9				\$ 84,389	\$	89,331	\$ 93,557	\$ 97,741	\$	102,081	
10				\$ 86,951	\$	91,050	\$ 95,235	\$ 99,381	\$	103,680	
11					\$	93,611	\$ 97,798	\$ 101,944	\$	106,255	
12					\$	96,177	\$ 100,365	\$ 104,510	\$	108,829	
13					\$	99,032	\$ 103,239	\$ 107,406	\$	111,399	
14					\$	99,332	\$ 103,550	\$ 107,722	\$	111,902	
15					\$	99,630	\$ 103,862	\$ 108,049	\$	112,404	
16					\$	99,930	\$ 104,172	\$ 108,372	\$	112,911	
17		THIS AREA INTENTI	ONALLY LEFT BLANK		\$	100,231	\$ 104,484	\$ 108,698	\$	113,419	
18					\$	100,529	\$ 104,798	\$ 109,025	\$	113,931	
19					\$	100,832	\$ 105,116	\$ 109,351	\$	114,441	
20					\$	101,136	\$ 105,427	\$ 109,680	\$	114,957	
21					\$	101,435	\$ 105,745	\$ 110,007	\$	115,475	
22					\$	101,739	\$ 106,060	\$ 110,341	\$	115,993	
23					\$	102,048	\$ 106,382	\$ 110,669	\$	116,516	
24					\$	102,354	\$ 106,699	\$ 111,000	\$	117,041	
25					\$	102,659	\$ 107,017	\$ 111,334	\$	117,566	
26					\$	102,967	\$ 107,343	\$ 111,668	\$	121,702	
27					\$	108,116	\$ 112,710	\$ 117,252	\$	127,789	

NOTE: The appropriate credential is required for employment as a Certificated staff member. Column placement on this schedule will be determined on the basis of credited units beyond one's bachelor's degree program. In addition, remuneration for a master's degree will be given beyond the scheduled placement at the rate listed below (rounded to the nearest whole dollar), regardless of where the holder of said master's degree is placed on this salary schedule.

\* Employees who hold anything less than a clear or preliminary credential may not progress beyond Class I, Step 5

#### MASTER'S DEGREE STIPEND CALCULATION

**Rate:** 0.05620

Basis: \$ 75,659 (Class III, Step 4 above)

**Stipend:** \$ 4,252

# **EXTRA DUTY SCHEDULE**



#### TAFT UNION HIGH SCHOOL DISTRICT

# CERTIFICATED, NON-MANAGEMENT EXTRA DUTY SALARY SCHEDULE FISCAL YEAR 2024-25

(BOARD APPROVED: 05-20-2024)

\*\*\* BASED ON CERTIFICATED, NON-MANAGEMENT 184.5 DAY SCHEDULE AT CLASS III, STEP 4: \$

71,772

			GORYI	CATG		CATEGORY III			
RATIO	RATE	CO-CUR	RICULAR	COACHING / EXTI	RA-CURRICULAR	OTF	HER		
0.02	\$ 1,435.44			- Speed & Strength Asst.		- Teacher of Record (APEX)			
0.03	\$ 2,153.16	- Asst. Colorguard - Fall - BVHS Yearbook - Choral Accompanist (Piano)	- Asst. Colorguard - Spring - Brass Instructor - Link Crew Assistant			- FCCLA (FHA)	- Teacher Induction Support (Per Advisee)		
0.04	\$ 2,870.88	- FFA Summer Advisor - Head Colorguard - Spring	- Head Colorguard - Fall	- Asst. Cheer - Winter	- Asst. Water Polo	- Freshman Class Advisor	- Tech Coordinator		
0.05	\$ 3,588.60	- AVID Facilitator - Dept. Chair - 6-15 Sections	- Asst. Drumline - Spring - Oil Tech Facilitator	- JV Head Water Polo		- Sophomore Class Advisor	- Public Relations (PIO)		
0.06	\$ 4,306.32	- DELAC Coordinator		- Asst. Golf - Var. Head Cheer - Winter - Asst. Cheer - Fall - JV Head Tennis - Var. Head Water Polo	- JV Head Cheer - Winter - Asst. Cross Country - Asst. Soccer - Asst. Tennis	- Junior Class Advisor			
0.07	\$ 5,024.04	- Dept. Chair - 16-30 Sections - Newspaper - Head Drumline - Spring	- Video Lab Facilitator - Asst. Band Director - Fall - FFA Asst. Advisor	- Var. Head Golf - Asst. Football - Asst. Baseball - Asst. Volleyball - JV Head Cheer - Fall - Asst. Track	- LL Head Soccer - Asst. Basketball - Asst. Swimming - Asst. Softball - Var. Head Tennis	- Senior Class Advisor - Science Fair - We the People	- Science Bowl - Academic Decathlon - Mock Trial		
0.08	\$ 5,741.76	- Chorus - Link Crew Coordinator	- Human Element Coordinator - Drama	- Var. Head Soccer - LL Head Football - LL Head Baseball - LL Head Softball	- Var. Head Cross Country - LL Head Basketball - LL Head Volleyball	- WASC Coordinator			
0.09	\$ 6,459.48	- Dept. Chair - 31-45 Sections		- Var. Head Track - Var. Head Cheer - Fall	- Var. Head Swimming				
0.10	\$ 7,177.20	- AVID Coordinator	- Head Band Director - Fall	- Var. Head Basketball - Var. Head Softball - Var. Head Football	- Var. Head Baseball - Var. Head Volleyball				
0.11	\$ 7,894.92	- Dept. Chair - 46+ Sections	- TUHS Yearbook						
0.12	\$ 8,612.64	- Oil Tech Coordinator	- FFA Coordinator						
0.13	\$ 9,330.36	- Activities Advisor							

<sup>&</sup>quot;LL" denotes "Lower-Level", e.g. Junior Varsity and/or Freshman/Frosh-Soph team assignments. "Var." denotes Varsity team assignment.



### TAFT UNION HIGH SCHOOL DISTRICT

# CERTIFICATED, NON-MANAGEMENT EXTRA DUTY SALARY SCHEDULE - HOURLY & WEEKLY RATES FISCAL YEAR 2024-25

(BOARD APPROVED: 05-20-2024)

\*\*\* BASED ON CERTIFICATED, NON-MANAGEMENT 184.5 DAY SCHEDULE AT CLASS III, STEP 4: \$

71,772

RATIO	O RATE		RATE		HOURLY RATE APPLIES TO:			
0.00040			For extra hours related to attendance at District in-service by certificated personnel who do not request that credit be granted (e.g. Curriculum Development, Test Proctoring (not on a school day).					
0.00060	\$	43.06	For positions of One-on-One instruction, Home/Hospital Teachers, and other student support services outside the instructional day (Migrant, Lunchtime and/or After School Detention, etc.).					
0.00080	\$	57.42	For Period substitutions, alternative placement programs, 504 meetings, social/emotional services, IEP meetings and/or reviews, and English Language Learner reviews outside of the contract year or in case of emergency with administrator approval (applicable to all certificated, non-management employees, including non-teachers).					
0.00105	\$	75.36	For Certificated Summer School assignments and authorized Counselor duties at after school functions.					

	FOR ATHLETICS PLAYOFF PURPOSES - WEEKLY RATES										
RATIO	RATE		CO-CURRICULAR		KTRA-CURRICULAR	OTHER					
0.04	\$ 5	7.42		- Asst. Cheer - Winter	- Asst. Water Polo						
0.05	\$ 7	1.77		- JV Head Water Polo							
0.06	\$ 8	6.13		- Asst. Golf	- JV Head Cheer - Winter						
0.06	ф о	0.13		- Asst. Golf - Var. Head Cheer - Winter	- Asst. Cross Country						
				- Asst. Cheer - Fall	- Asst. Soccer						
				- JV Head Tennis	- Asst. Tennis						
				- Var. Head Water Polo	- Asst. Tellilis						
				- vai. Head Water Poto							
0.07	\$ 10	0.48		- Var. Head Golf	- LL Head Soccer						
				- Asst. Football	- Asst. Basketball						
				- Asst. Baseball	- Asst. Swimming						
				- Asst. Volleyball	- Asst. Softball						
				- JV Head Cheer - Fall	- Var. Head Tennis						
				- Asst. Track							
0.08	\$ 11	4.84		- Var. Head Soccer	- Var. Head Cross Country						
				- LL Head Football	- LL Head Basketball						
				- LL Head Baseball	- LL Head Volleyball						
				- LL Head Softball							
0.09	\$ 12	9.19		- Var. Head Track	- Var. Head Swimming						
				- Var. Head Cheer - Fall							
0.10	\$ 14	3.54		- Var. Head Basketball	- Var. Head Baseball						
				- Var. Head Softball	- Var. Head Volleyball						
				- Var. Head Football							

This Extra Duty Schedule is applicable to Taft High School assignments, except as otherwise noted. The dollar value for an assignment is determined by applying the specified ratio to Class III, Step 4, of the salary schedule in effect at the time of service. Each position on this Appendix shall be posted vacant as defined by category below.

#### Category I, Co-Curricular:

Stipends assigned to related teaching assignments shall only be declared vacant when it meets the educational needs of the district. Category I - Department Chairs applies only to Taft High School. Each nominee for a department chair position shall be jointly selected by a committee composed of two administrators and three members of the department. A Human Resources staff person will attend the interviews to assist with procedural issues. If there are fewer than three department members available to serve on the interview committee, the two administrators and all remaining members of the affected department will comprise the interview committee. The committee shall determine the nominee by consensus. The committee's nominee shall be recommended to the Board of Trustees for approval. Department chairs shall serve for a term of three years. If a Department Chairperson resigns/retires/relinquishes the assignment, an interim chairperson shall be appointed by the principal until the hiring process for a replacement is completed. The terms are staggered by department. Implementation of the staggered three-year terms is as follows:

- 2024-25 Career Technical Education (CTE), English, Physical Education
- 2025-26 Mathematics, Science, Visual/ and Performing Arts, and Special Education
- 2026-27 Foreign Language, Social Science, and English Language Development (ELD)

#### Category II, Athletic Coaching:

Stipends assigned to this category will be opened annually with the exception of head coaching positions occupied by certificated personnel. All coaching positions occupied by certificated personnel will remain filled by mutual agreement of both the District and coach. Coaches are responsible for student supervision during school-related activities on and off-campus, including the direct supervision of students on school transportation. Coaching positions will be offered to teachers presently employed by the District who meet the posted qualifications prior to the positions being offered to a non-credentialed employee or to a non-employee.

Coaches of competitive athletic teams will receive 2% of their total approved stipend rate per week of playoff competition if their teams qualify for and participate in CIF post season competition. All assignments of this nature are at the discretion of the Athletic Director and Varsity Head Coach.

#### Category III, Other:

Stipends assigned to this category shall be opened on a yearly basis with the exception of class advisors. Freshman class advisor positions shall be opened every year and will rotate with their class into subsequent sophomore, junior and senior class advisor positions. Should a vacancy arise in a sophomore, junior or senior advisor position, the position will be opened.

#### Adjunct Duty Rate of Pay:

At the conclusion of each semester, certificated staff will report their required 2 adjunct duties for payment of \$250 per semester to be paid the month following the end of each semester. Duties that have been otherwise compensated do not qualify for additional payment.

#### Extra Duty Hourly Rates: Based upon fourth step of the third column (BA+45):

- .0004 per hour For extra hours related to attendance at District in-service by certificated personnel who do not request that credit be granted.
  - Curriculum Development
  - Test proctoring (not on a school day)
- .0006 per hour For positions of One-on-One instruction, Home/Hospital Teachers, and other student support services outside the instructional day (Migrant, Lunchtime/Afterschool Detention, etc.).
  - Home/Hospital instruction assignments will be posted annually and will be used on an as-needed basis. The Home/Hospital teacher will act as a liaison between student and teachers of record.
- .0008 per hour Period substitutions: The District will create a volunteer period substitute list that will identify faculty member show wish to be utilized. Non-teacher certificated staff may also be utilized based on availability. For Student Support Services (I.e. alternative placement programs, 504 Meetings, social/emotional services) IEP review, and review of English Learner placement outside of the contract year or in case of emergency with administrator approval.
- .00105 per hour Certificated Summer School Assignments and Authorized Counselor duties at after school functions.

#### **CERTIFICATED SALARY**

#### AND EXTRA DUTY REGULATIONS

- A. <u>Professional Credit Allowances on Salary Schedule.</u> The salary schedule approved by the Board of Trustees provides for a Credit Evaluation Committee (the "Committee") consisting of five bargaining unit members elected at large. Upon request by the Superintendent, the Committee shall evaluate for equivalent semester units all requests for salary credit based upon "satisfactory equivalents," i.e., travel, research, community service, work experience, or in-service training in lieu of college or university credits. Decisions of the Committee shall be by majority vote and shall be transmitted as recommendations to the Superintendent.
- 1. <u>Placement of New Teachers.</u>
  - a. <u>Prior Teaching Experience.</u> A maximum of five years of teaching experience outside the District will be allowed toward placement on the salary schedule for a new employee to the District. Additional credit may be given by special action of the Board upon recommendation by the Superintendent. Such experience must be in a public school or accredited private school. No credit shall be given for half years.
    - (1) A new employee holding a special credential in music, business, art, physical education, or a similar field may be given credit for practical experience which has been evaluated and approved.
    - (2) Credit for military service will be given to a new employee who held a valid teaching credential before entering the military service. Such credit will be granted at the rate of one year's experience for 24 months of peacetime military service and one year's experience for each 12 months of wartime military service.
  - b. <u>Credentials and College Credits.</u> Column classification on the salary schedule shall be based upon professional training and teaching credentials held. The criteria are as follows:
    - Class I Bachelor's Degree
    - Class II Bachelor's Degree and 30 semester units
    - Class III Bachelor's Degree and 45 semester units
    - Class IV Bachelor's Degree and 60 semester units
    - Class V Bachelor's Degree and 75 semester units
    - Class VI Bachelor's Degree and 90 semester units
  - c. All units taken beyond the Bachelor's Degree must be from an accredited institution and must be upper division or graduate level or be acceptable toward an advanced degree from a college or university that is a member of the Western Association of Schools and Colleges ("WASC") or from a college or university whose credits are acceptable and transferrable to a college or university that is a member of the WASC. The unit requirement for each

column classification is stated in semester hours of credit. Quarter-hour credits are converted to semester hours by multiplying by two-thirds.

uarter-hour credits are converted to semester hours by multiplying by two-thirds.

arter-hour credits are converted to semester hours by multiplying by two-thirds.

- d. Supporting transcripts for placement must be submitted within 45 days of the first date of paid service.
- e. <u>Verification.</u> An employee entering the District shall be responsible for providing the Superintendent with official statements and records verifying all prior experience and professional training. All degrees and credits must be of a standard acceptable to accredited California colleges, or to any nationally recognized technical or vocational school when the training is in such special fields.

### f. Special Exceptions.

- (1) Extra compensation for duties above the average teacher load may be recommended by the Superintendent and approved by the Board of Trustees.
- (2) An employee hired to perform less than a normal teaching load shall be paid the salary proportionate to the actual teaching load and the employee's position on the salary schedule.

### B. Advancement in Salary.

- 1. <u>Additional Professional Training.</u> After initial placement, an employee may advance laterally on the salary schedule by earning additional credits at an accredited four-year college, by attendance at a nationally recognized technical or vocational school, when that is appropriate to his/her specialty, or by fulfilling one or more of the "satisfactory equivalents" specified in these regulations. Salary credit for college or university work starts from the date of the Bachelor's Degree.
- 2. Courses to be credited for placement on the salary schedule must be approved by the appropriate management person prior to undertaking the course and must be a part of a planned program of professional development.
  - a. A proposed planned program of professional improvement pertaining to the employee's assignment shall be submitted to the Principal who shall have the discretion to approve or deny such program.
  - b. A proposed planned program of professional improvement of service to the District shall be submitted to the Superintendent who shall have the discretion to approve or deny such program.
  - c. Units taken for credit on the salary schedule must generally be upper division or graduate level courses.

- (1) If the Principal makes a favorable recommendation of a lower division course, the Superintendent shall review such recommendation prior to approval being granted.
- (2) Approval shall be on a case-by-case basis.
- d. Salary credit will not be granted to an employee if the employee receives other compensation in the form of time, money, registration, and/or other fee paid by the District.
- e. The District may, but is not obligated to, give credit for courses taken without prior approval or which are not a part of a planned program. Such approval will be on a case-by-case basis.
- f. All course work to be credited for salary purposes must be supported by official transcripts. Pending receipt of official transcripts, grade reports will be accepted as proof of satisfactory completion of course work.
- g. Reclassification. A unit member must submit transcripts to request reclassification on the salary schedule no later than August 10 for semester I, and January 10 for semester II.
- 3. <u>Additional Experience.</u> After initial placement, an employee will advance vertically on the salary schedule one step for each year of satisfactory certificated service in the District. Please see current salary schedules for limitations on vertical advance in Class I and Class II.
  - a. An employee who attains the maximum step in the class on the salary schedule is encouraged to earn additional college credits (or fulfill "satisfactory equivalents") every five years.
  - b. An employee must serve for a minimum of 75 percent of the number of the days taught in a given regular work year in order to receive credit toward advancement on the salary schedule.
- 4. <u>Satisfactory Equivalents</u>. With the approval of the Superintendent and the Credit Evaluation Committee, salary credit may be granted for the types of activities listed below. Approval is contingent upon the educational value of the activity and the adequacy of the evidence supporting the request. The amount of credit granted shall be proportionate to the educational value of the activity; however, no more than four semester units of credit shall be granted for such any activity except a sabbatical leave. In order for an activity to qualify for credit, application must be made no later than 12 months following completions of the activity.
  - a. <u>Travel.</u> Only trips of outstanding educational value of at least four-week duration and for which no remuneration has been received will be considered. Petition for credit must be made prior to the trip. This petition should include the following information:
    - (1) Tentative outline of trip, including dates.
    - (2) Objectives: geographical, cultural (visits to museums, schools, industrial

plants, etc.), relation of trip to the bargaining unit member's subject field.

After completing the trip, the employee shall submit a report of sufficient length to indicate how these educational objectives were met. The amount of time involved should be indicated.

- b. <u>Research.</u> This includes such work as gathering materials for publication of professional books or articles, or inquiring into a professional problem upon the order or instigation of the Superintendent. Unpublished articles may be submitted, but in general, articles accepted for publication will be considered worthy of more credit. Articles will probably fit into one of the following categories:
  - (1) Research.
  - (2) Original contributions within a subject field.
  - (3) Discussion of a problem within the subject field, with a proposed solution.
- c. <u>Community Services.</u> Credit may be granted for such activities within the geographical area of the District provided no remuneration has been received for the service. The time expended in the activity will be considered. To qualify for salary credit, the community service should have the following attributes:
  - (1) It should be of a type which the employee is particularly qualified to perform as a result of training and experience.
  - (2) It should be definitely educative in nature.
  - (3) It should be concerned with youth leadership.
  - (4) It should enhance the value of the employee to the District by bringing about personal, intellectual, and social growth on the part of the employee and by broadening the employee's understanding of the interests and problems of youth and their parents.
  - (5) <u>Work Experience.</u> Only work experience of outstanding educational value and of pertinence to the employee's subject field will be considered in allowing salary credit.
- d. In-Service Training. Credit may be granted for such activities which are closely related to the individual's actual teaching field or to the welfare of the school as a whole and for which no remuneration has been received. For purposes of evaluating the activit(ies), the following definition will be used: in-service training is that type of contribution, aside from the normal teaching routine, which is directly related to the instructional program and which furthers the personal and professional growth of the individual. It encourages every employee to continue to give a certain amount of time to experiences calculated to improve his teaching ability and the educational ability and the educational effectiveness of the institution.

### e. <u>Supplementary Regulations:</u>

- (1) An employee should make every effort to submit to the Superintendent before May 1, all credits which will affect the employee's position on the salary schedule during the following fiscal year.
- (2) For purposes of salary credit, one-half of the normal course credit shall be granted for an audited course provided that the course is recorded on an official transcript of the college or university.
- (3) Salary credit will be granted for military service courses if such courses have been accepted by a college or university as fulfilling graduate-level requirements and have been recorded on an official transcript.

### **APPENDIX B**

### TAFT UNION HIGH SCHOOL DISTRICT

### **GRIEVANCE FORMS**

# TAFT UNION HIGH SCHOOL DISTRICT EMPLOYEE GRIEVANCE FORM – INFORMAL - LEVEL ONE MEETING REQUEST FORM

A Meeting Request Form for resolution of a potential Grievance at the Informal – Level One stage must be submitted to the immediate supervisor within 20 business days of the alleged violation or knowledge of the alleged violation.

Employee:	_ Work Location:
To:	
Immediate Supervisor	
Nature of Meeting Request (please include Bargaining Agreement you believe may have	e specific information regarding the violation of the Collective ve occurred):
Grievant Signature	Date
(Must be signed and dated by person rece	eiving the Grievance.)
Meeting Request Form Received b	by:(Immediate Supervisor)
Date Meeting Request Form Filed	
Date Level One Meeting Held:	

Note: Either Party, upon one day's advance written notice to the other party, may have a representative or an observer present during the informal conference.

A verbal response will be provided to the Grievant by the Immediate Supervisor within Seven Business Days of the meeting.

## TAFT UNION HIGH SCHOOL DISTRICT LEVEL TWO EMPLOYEE GRIEVANCE FORM

# A FORMAL – LEVEL TWO GRIEVANCE MUST BE FILED WITHIN SEVEN BUSINESS DAYS OF THE DATE THE INFORMAL MEETING IS HELD

THIS FORM MUST BE FILLED OUT COMPLETELY. GRIEVANT IS RESPONSIBLE FOR ENSURING THAT ALL INFORMATION REQUIRED BY THE GRIEVANCE PROCEDURE IN THEIR RESPECTIVE COLLECTIVE BARGAINING AGREEMENT IS INCLUDED IN THE FORM. INCOMPLETE/INSUFFICIENT GRIEVANCES NOT CONTAINING THE MINIMUM INFORMATION SHALL BE REJECTED AS BEING IMPROPERLY FILED. SUCH REJECTION SHALL NOT EXTEND THE TIME LINES SET OUT IN THE COLLECTIVE BARGAINING AGREEMENT.

Grievant:	Work Location:
Date of Alleged Violation:	Immediate Supervisor:
Specific Article(s) or Sections of CBA alleged	
Brief Description of the alleged violation: (a	ttached separate sheet if necessary)
(	
Specific Remedy Requested:	
Grievant Signature	Date
(Must be signed and dated by person received	ving the Grievance.)
Formal - Level Two Grievance Received by:	
	Superintendent or Human Resources Manager
Filing Date of Formal – Level Two Grievance	:
Date Formal – Level Two Meeting Held:	

Note: Either Party, on written notice to the other party within two days of the filing of a Grievance at Formal - Level Two, may request conciliation from the California State Mediation and Conciliation Service in lieu of the meeting required at Formal – Level Two.

## TAFT UNION HIGH SCHOOL DISTRICT LEVEL THREE EMPLOYEE GRIEVANCE FORM

In the event that the employee grievance is denied at Formal – Level Two and the employee grievant is not satisfied with the Level Two decision, the Grievant may, within Ten business days of the Level Two denial, submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

If the employee grievant is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure.

I, the Grievant in Grievance Number \_\_\_\_\_ am not satisfied with the Level Two decision. I request that this grievance proceed to arbitration pursuant to the Formal – Level Three procedures outlined in the Collective Bargaining Agreement.

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

(Must be signed and dated by person receiving Level Three Grievance/arbitration request)

Level Three Appeal/Arbitration Request Received By: \_\_\_\_\_\_

Filing Date:

NOTE: COPIES OF ALL MATERIALS UTILIZED IN PRIOR GRIEVANCE LEVELS MUST BE ATTACHED.

### **APPENDIX C**

### **OTHER MATTERS**

- 1. The District and TUHSTA acknowledge that the term of the Multi-Tiered System of Support (MTSS) Grant began on March 1, 2022 and is scheduled to end on March 31, 2026.
  - a. Participation of certificated unit members at Buena Vista High School in the MTSS Grant is not required. There will be no adverse action if an employee decides to not participate, or no longer participate in the MTSS Grant.
  - Certificated bargaining unit members who choose to participate in the grant can receive a stipend of \$2,500 if they, outside of their work day and work hours, complete all of the required trainings (estimated 25 hours).
     Certificated bargaining unit members must submit verification of
  - c. The trainings must be completed prior to the expiration of the grant in order to receive the stipend. Members who complete the trainings after March 31, 2026 are not able to receive the stipend. Any certificated members hired at Buena Vista High School while the MTSS Grant is in effect can participate in the grant and are eligible to receive the stipend.
- 2. [Intentionally left blank and reserved for future considerations not otherwise integrated into this agreement.]

### **APPENDIX D**

### **EVALUATION TOOL**



# **Taft Union High School District**

**Evaluation for Classroom Teachers** 

School Year \_\_\_\_\_

### Taft Union High School District

### **Observation and Evaluation Overview**

The foundation of the formal evaluation document for Taft Union High School District is the California Standards for the Teaching Profession (CSTPs). The CSTPs are based upon current research and expert advice pertaining to best teaching practices. The standards address the diversity of students and teachers in California schools today, and reflect a holistic, developmental view of teaching. The standards are designed to be used by teachers to:

- Prompt reflection about student learning and teaching practice;
- Formulate professional goals to improve teaching practice; and
- Guide, monitor, and assess the progress of a teacher's practice toward professional goals and
- professionally accepted benchmarks.

The CSTPs are organized around six interrelated categories, or domains, of teaching practice. The six standards are:

- 1. Engaging and Supporting All Students in Learning
- 2. Creating and Maintaining Effective Environments for Student Learning
- 3. Understanding and Organizing Subject Matter for Student Learning
- 4. Planning Instruction and Designing Learning Experiences for All Students
- 5. Assessing Students for Learning
- 6. Developing as a Professional Educator

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession CSTP) <a href="https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/cstp-2009.pdf">https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/cstp-2009.pdf</a>. The final evaluation form includes observational notations of "Present/Not Present", which are intended to reflect yearlong observations and conversations. For rubrics and look-fors regarding specific CSTP Elements 1-6, please reference the CSTP Continuums of Teaching Practices <a href="https://bit.ly/CSTP-ElementRubrics">bit.ly/CSTP-ElementPrompts</a>.

Evaluation and assessment shall be made on a continuing basis. The process for formal evaluation may vary depending on the tenure of the teacher and current contractual guidelines outlined in Article VIII of the TUHSD/TUHSTA CBA: <a href="https://bit.ly/ArticleVIII-TUHSD-CBA">bit.ly/ArticleVIII-TUHSD-CBA</a>. At a minimum, the evaluation and assessment of the performance of each certificated employee shall be made as follows:

- a. For a non-tenured teacher, at least two full evaluation cycles (pre-observation conference, formal observation, post observation)
- b. For a permanent teacher, at least one full evaluation cycles (pre-observation conference, formal observation, post observation)

The basic structure of the formal evaluation process at TUHSD is:

### Formal Observations

- 1. Initial Observation & Evaluation Overview Conference (August-September)
  - a. Administrators will review all documents and timelines for the TUHSD Evaluation Model during the Overview Conference
- 2. First Observation & Post-Observation Conference (September-November)
- 3. Second Observation & Post-Observation Conference (December-February)
  - a. Administrators will attempt to provide observation notes and schedule follow-up conferences within a 48-hour window whenever possible.

### Formal Evaluation & Conference

- 1. Formal evaluation documents and conferences should occur before the first of May whenever possible.
- 2. Formal evaluation document includes the following "Summary of Standard" notations: 1) Exceptional Performance, 2) Meets District Standards, 3) Improvement Needed, and 4) Does not meet District Standards.
  - a. "Exceptional Performance" designates an overall "model practice" with respect to its CSTP and its Elements within that particular domain of teaching. It may represent "innovative" practice as outlined in the Continuum of Teaching Practices and may be considered useful to observe for mentoring and coaching purposes. "Meets District Standards" designates the ability to successfully integrate the elements of each CSTP. "Improvement Needed" designates the ability to successfully integrate the elements of most CSTPs whereas "Does not meet District Standards" designates a lack of ability to successfully integrate most of the CSTPs.
- 3. Any concerns with the evaluation process should be addressed with the evaluator's supervisor and/or Human Resources.

### Taft Union High School District

### **Pre-Observation Planning Form**

Please answer these questions and send this form to your evaluator at least 24 hours before your scheduled observation.

1.	What essential content/standard(s) will be included in your lesson?
2.	What do you expect your students to learn by the end of this lesson?
3.	What activities will you and your students be doing?
4.	How will you know if your lesson is successful?

# Taft Union High School District Classroom Observation Form

Teacher:	Date:
Grade/Subject:	Time/Period:
Activities Observed:	
Lesson focus:	
Evidence of Standard(s) (during observation):	
(CALIFORNIA STANDARDS FOR THE	TEACHING PROFESSION ON BACK)
All other evaluator notes are attachedPages Attached	
Evaluator	

### California Standards for the Teaching Profession (CSTP) 2009

#### STANDARD ONE:

#### Engaging and Support All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning lo students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter lo meaningful real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- Promoting artical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

#### STANDARD TWO:

### Creating and Maintaining Effective Environments for Student Learning

- 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
- 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
- Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing dassroom routines, procedures, norms, and supports for positive behavior lo ensure a dimate in which all students can learn
- 2.7 Using instructional time to optimize learning

### STANDARD THREE:

### Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizing curriculum to fadilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate lo subject
- 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 students with special needs to provide equitable access to the content

### STANDARD FOUR:

### Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students
- Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

### STANDARD FIVE:

### Assessing Students for Learning

- Applying knowledge of purposes, characteristics, and uses of different types of assessments
- Collecting and analyzing assessment data from a variety of sources to inform instruction
- 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

#### STANDARD SIX:

### Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 5.2 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

California Standards for the Teaching Profession (CSTP) https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/cstp-2009.pdf

# Taft Union High School District Post-Observation Conference Form

Tea	cher:	Date:
Gra	de/Subject:	Time/Period:
Pleas	se fill this form out and bring it with you to the p	ost-observation conference with your evaluator.
Post-	Observation Conference Questions:	
1.	Did the lesson go as you had planned?	
2.	What went well and/or what areas do you see for in	nprovement?
3.	If you had the opportunity to reteach the entire differently?	lesson what, if anything, would you have done
4.	How will you use this experience to plan your r	next lessons and/or units?

### **Guiding Questions for Post-Observation Reflection**

- 1. What is your assessment of your students' attentiveness, and completion of assignments?
- 2. How well did they follow your lesson activities?
- 3. Did your students reach your stated goals? How well?
- 4. How well did your students connect this lesson to past and future learnings?
- 5. What evidence do you have that students make reasonable progress during the lesson?
- 6. Approximately how many students were actively participating during your lesson?
- 7. What strategies did you use to check for understanding during the lesson?
- 8. What adjustments did you make during the lessons?
- 9. What teaching strategies were particularly effective? What led you to that conclusion?
- 10. In what ways were you able to facilitate critical and creative thinking and were your students able to monitor and direct their own learning?

### 2022-2023 REVISED (v.03.4)

## Taft Union High School Evaluation for Classroom Teachers

School Voor

	School Ical		
Teacher	Assignment		
Temporary	Provisionary (Emergency	Intern) Probationary	_ Permanent
Teaching Assignment for	or school year		
Period 1	Period 5		
	Period 6		
Period 3	Period 7		
Period 4	Period 0/8		

The foundation of the formal evaluation document for Taft Union High School District is the *California Standards* for the Teaching Profession (CSTPs). The CSTPs are based upon current research and expert advice pertaining to best teaching practices. The standards address the diversity of students and teachers in California schools today, and reflect a holistic, developmental view of teaching. The standards are designed to be used by teachers to:

- Prompt reflection about student learning and teaching practice;
- Formulate professional goals to improve teaching practice; and
- Guide, monitor, and assess the progress of a teacher's practice toward professional goals and professionally accepted benchmarks.

The standards are organized around six interrelated categories, or domains, of teaching practice. The six standards are:

- 1. Engaging and Supporting All Students in Learning
- 2. Creating and Maintaining Effective Environments for Student Learning
- 3. Understanding and Organizing Subject Matter for Student Learning
- 4. Planning Instruction and Designing Learning Experiences for All Students
- 5. Assessing Students for Learning
- 6. Developing as a Professional Educator

The publication, *California Standards for the Teaching Profession*, published in October 2009 is the source document used for this evaluation document.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	Present / Not Present*	
Using knowledge of students to engage them in learning	Yes / No	
2. Connecting learning to students' prior knowledge, backgrounds, life experiences and interests	Yes / No	
3. Connecting subject matter to meaningful, real life contexts	Yes / No	
4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning need	ls Yes / No	
5. Promoting critical thinking through inquiry, problem solving and reflection	Yes / No	
6. Monitoring student learning and adjusting instruction while teaching	Yes / No	
Summary of Standard:  1. Exceptional Performance 2. Meets District Standards		
3. Improvement Needed 4. Does not meet District Stand	ards	
Notes:		
II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Present / Not Present*	
1. Promoting social development & responsibility within a caring community where each student is treated		
fairly and respectfully	Yes / No	
2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage	~	
constructive and productive interactions among students	Yes / No	
3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally sate	Yes / No	
4. Creating a rigorous learning environment with high expectations & appropriate support for all students	Yes / No	
5. Developing, communicating, and maintaining high standards for individual and group behavior	Yes / No	
6. Employ classroom routines, procedures, norms & supports for positive behavior to ensure a climate in which	Vaa / Na	
all students can learn	Yes / No	
7. Use instructional time to optimize learning	Yes / No	
Summer of Standard:  1. Exceptional Performance 2. Meets District Standards		
Summary of Standard:  3. Improvement Needed 4. Does not meet District Stand	ards	
·	uruo	
Notes:		
III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Present / Not Present*	
Demonstrating knowledge of subject matter, academic content standards & curriculum frameworks	Yes / No	
Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.		
3. Organizing curriculum to facilitate student understanding of the subject matter	Yes / No	
Utilizing instructional strategies that are appropriate to the subject matter		
<ul> <li>4. Utilizing instructional strategies that are appropriate to the subject matter</li> <li>5. Using and adapting resources, technologies &amp; standards-aligned instructional materials, including adopted</li> </ul>		
materials, to make subject matter accessible to all students  Yes / I		
6. Addressing the needs of English Learners and students with special needs to provide equitable access to	1007110	
the content	Yes / No	
Summary of Standard:  1. Exceptional Performance 2. Meets District Standards	ards	
	uiuo	
Notes:		

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS  1. Using knowledge of students' academic readiness, language proficiency, cultural background and individual		
development to plan instruction	flic readiness, language proliciency, cultural background and individual	Yes / No
Establishing and articulating goals for	Yes / No	
	m and short-term instructional plans to support student learning	Yes / No
	s strategies to meet the learning needs of all students	Yes / No
	icular materials to meet the assessed learning needs of all students	Yes / No
Summary of Standard:	<ol> <li>Exceptional Performance</li> <li>Meets District Standards</li> <li>Does not meet District Standards</li> </ol>	lards
Notes:		
V. ASSESSING STUDENT LEARNING		Present / Not Present*
1. Applying knowledge of the purpose,	characteristics, and uses of different types of assessments	Yes / No
2. Collecting and analyzing assessmen	t data from a variety of sources to inform instruction	Yes / No
•	ith colleagues, to monitor student learning	Yes / No
•	earning goals and to plan, differentiate, and modify instruction	Yes / No
5. Involving all students in self-assessment, goal setting, and monitoring progress		Yes / No
· ·	et in assessment, analysis, and communication of student learning	Yes / No
7. Using assessment information to sh	are timely and comprehensible feedback with students and their families	Yes / No
Summary of Standard:	Exceptional Performance 2. Meets District Standards     Hoes not meet District Standards     Loes not meet District Standards	ards
Notes:		
VI. DEVELOPING AS A PROFESSION		Present / Not Present*
Reflecting on teaching practice in su	•	Yes / No Yes / No
2. Establishing professional goals & engaging in continuous & purposeful professional growth & development		
<ul> <li>3. Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>4. Working with families to support student learning</li> <li>5. Engaging local communities in support of the instructional program</li> </ul>		
7. Demonstrating professional responsi		Yes / No
0 (0)	Exceptional Performance 2. Meets District Standards	
Summary of Standard:	3. Improvement Needed 4. Does not meet District Stand	ards
Notes:		

Timeline	Dates
<ol> <li>Initial Observation &amp; Evaluation Conference:</li> <li>1st Observation:</li> <li>Post-Observation Conference:</li> <li>2nd Observation:</li> <li>Post-Observation Conference:</li> <li>Final Evaluation Conference:</li> </ol>	
Narrative Summary of Ongoing Observations and Goa Comments that indicate a need for improvement or not meeting methods of improvement.	
Overall Summary of Standards:	
1. Exceptional Performance 2. M 3. Improvement Needed 4. D	Meets District Standards Ooes not meet District Standards
A copy of this document will be filed in your personnel file. You are e own written comments attached. Any such written comments should be the following date.	
Administrator's Signature	Date
Principal's Signature	Date
Teacher's Signature	Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession CSTP). The Standards address the following areas: I. Engaging and Supporting All Students in Learning, II. Creating and Maintaining Effective Environments, III. Understanding and Organizing Subject Matter, IV. Planning Instruction and Designing Learning Experiences, V. Assessing Student Learning, VI. Developing as a Professional Educator. <a href="https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/cstp-2009.pdf">https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/cstp-2009.pdf</a>

<sup>\*</sup>Present/Not Present notations are intended to reflect yearlong observations and conversations. For more information, please reference the CSTP Continuums of Teaching Practices <a href="https://bit.ly/CSTP-ElementPrompts">bit.ly/CSTP-ElementPrompts</a>