

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT (JUHSD)

AND

AFT LOCAL 1481, AFL-CIO
(THE AMERICAN FEDERATION OF TEACHERS)

ALL CLASSIFIED EXTRA-CURRICULAR/CO-CURRICULAR
EMPLOYEES UNIT (WALK-ON COACHES)

2021-2024

ALL CLASSIFIED EXTRA-CURRICULAR/CO-CURRICULAR EMPLOYEES UNIT 2021-2024

TABLE OF CONTENTS

(* indicates item is the same for all AFT 1481 contracts)

ARTICLE I PREAMBLE*	3
ARTICLE II DEFINITIONS	3
ARTICLE III RECOGNITION	3
ARTICLE IV UNION SECURITY AND RIGHTS*	3
ARTICLE V DISTRICT RIGHTS*	5
ARTICLE VI FAIR PRACTICES*	5
ARTICLE VII PERSONNEL FILES*	5
ARTICLE VIII EMPLOYEE SAFETY	5
ARTICLE IX HOURS AND ASSIGNED DUTIES	6
ARTICLE X SALARY	6
ARTICLE XI INDUSTRIAL ACCIDENT AND ILLNESS LEAVE	7
ARTICLE XII PROFESSIONAL RIGHTS	7
ARTICLE XIII ACADEMIC FREEDOM	7
ARTICLE XIV EVALUATION PROCEDURES	7
ARTICLE XV ASSIGNMENT PROCEDURES	8
ARTICLE XVI LABOR-MANAGEMENT COLLABORATION*	8
ARTICLE XVII GRIEVANCE PROCEDURES*	9
ARTICLE XVIII EFFECT OF AGREEMENT*	11
ARTICLE XIX NO STRIKE CLAUSE*	11
ARTICLE XX SAVINGS CLAUSE*	12
ARTICLE XXI JOINT COMMITTEES*	12
ARTICLE XXII REOPENERS*	12
ARTICLE XXIII DURATION*	12
APPENDIX A SALARY SCHEDULES	
APPENDIX B MEMORANDUMS OF UNDERSTANDING and SIDE LETTERS	
APPENDIX C EVALUATION FORMS (if applicable)	

ARTICLE I PREAMBLE*

The School District and the American Federation of Teachers recognize that they have a responsibility to work toward the achievement of a quality education for every student in the district.

With the advent of a collective bargaining relationship, the Board of Trustees and the American Federation of Teachers, the unit members' exclusive representative, have embarked upon a democratic method of problem solving. As the parties pursue their individual interests with mutual respect, understanding and cooperation, their efforts will merge to produce the common goal of quality education in the Jefferson Union High School District. To this end they have jointly entered into this agreement.

ARTICLE II DEFINITIONS

- A. Day, Work Day or School Day: A day when employees are required to be in attendance.
- B. Employee: Any member of the bargaining unit.
- C. Employer or District: Jefferson Union High School District Board of Trustees or its designee.
- D. Exclusive Representative or Union: American Federation of Teachers Local 1481, AFL-CIO.
- E. Job duties: Duties that are identified in the employee's job description.
- F. Principal/Director/Designee or Site Administrator: Chief site administrator of any work location or functional division or their designee.
- G. School site: Any work location or functional division or group in which a grievance may arise.
- H. Superintendent: Chief administrative officer of the district or any designee upon whom the Superintendent has conferred authority to act in his/her place.
- I. Union Representative: Any Union representative upon whom the Union has conferred the authority to represent the Union.

ARTICLE III RECOGNITION

Pursuant to action of the Board of Trustees of the Jefferson Union High School District, hereafter referred to as the "DISTRICT" OR "EMPLOYER" and the American Federation of Teachers, Local 1481, AFL-CIO, hereafter referred to as the "UNION," is recognized as the exclusive representative of the following unit of Walk-On Classified employees:

Included: All classified extra-curricular/co-curricular employees commonly known as "walk-on coaches".

Excluded: Management, confidential, supervisory, certificated and any other classified employee.

JOB DESCRIPTIONS/CLASSIFICATIONS

- A. The district will provide job descriptions clarifying duties, responsibilities, and district expectations for each position.
- B. The union will have the opportunity to review job descriptions/classifications before Board of Trustees adoption.
- C. Job descriptions/classifications are available on Board of Trustee agendas and upon request.

ARTICLE IV UNION SECURITY AND RIGHTS*

A. UNION SECURITY

1. Deduction of Union Membership Dues

The employer agrees to deduct the union membership dues from the pay of all workers who are members of the union. The amount to be deducted shall be certified to the employer by the treasurer of the union. The aggregate deductions of all unit members shall be remitted to the union within seven (7) working days, together with a written statement of names of the unit member for whom deductions were made. The statement of names shall be coded in a mutually agreed upon manner to indicate new hires, leave status and terminations. This authorization will remain in effect and shall be irrevocable unless the unit member revokes it by sending written notice to The Local during the period not less than thirty (30) days and not more than forty five (45) days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and The Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the unit member revokes it in writing during the

window period, irrespective of membership in The Local. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

2. Non-Discrimination

The Board agrees to comply with the provisions of Titles VII and IX of the 1972 Civil Rights Act, as amended in 1972.

B. UNION RIGHTS

The exclusive representative shall have the right to appear on the board of trustees' agenda and to speak on any issue of said agenda, pursuant to the board of trustees' rules relating to the conduct and procedures to be followed at board meetings. Copies of the agenda and supporting materials will be provided to the union prior to the scheduled board meeting.

1. Copies of the Board agenda and supporting documents will be available on the JUHSD website.
2. Tuesdays shall be reserved for unit member organization meetings. The last working Tuesday of the month, except the month of December, shall be reserved for District purposes.
3. A reasonable number of meetings for negotiations involving this agreement or future agreements shall be at no loss of pay for union representatives. The superintendent and the union shall mutually agree upon such release time.
4. The union may designate a reasonable number of representatives to attend, without loss of pay, a reasonable number of meetings and conferences where it is demonstrated that such attendance is necessary to fulfill their legal responsibilities as the exclusive representative. In addition, the union may designate a reasonable number of representatives to attend a reasonable number of meetings and conferences on union business at no cost to the district. The superintendent and the union shall mutually agree on a reasonable number.
5. Copies of all agreements and addenda thereto between the parties shall be available on the JUHSD Website within thirty (30) days after final agreement proofreading and signage. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement.
6. Union representatives shall be given reasonable release time from their duties with pay for meetings with the employer for purposes of meeting and negotiating, processing grievances at levels I and II, or on arbitration proceedings, provided that the superintendent has approved such release time. If such meetings extend beyond 11:00 p.m., the representatives will be excused with pay from their duties the following day.
7. Changes affecting unit members' wages, benefits, or working conditions shall be communicated in writing to the union prior to implementation. Such changes that are within the scope of bargaining shall be negotiated with the union.
8. Union representatives shall have the right to study the adult school master schedule for each semester and for summer session before it is finalized in order to bring any contractual violations to management's attention.
9. The district will send copies of the master schedule to the union when it is finalized at the beginning of each semester and summer session and whenever it is changed.

C. NEW HIRE ORIENTATION AND BARGAINING UNION INFORMATION

The district shall provide the Union mandatory access to its new employee orientations. The union shall receive notice ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

The District shall provide the contact information of all new hires within thirty (30) days of the date of hire or by the first pay period of the month following hire. Information provided to the Union will include name, date of hire, job title, department, work site, work phone, home/mobile phone, district email, personal email address, and home address to the degree that such information is available.

In the event that the District conducts an annual group orientation, the Union shall have up to thirty (30) minutes of paid exclusive presentation time at the orientation.

In the event of a new hire mid-year, the Union shall contact the new hire and the new hire's supervisor to schedule paid fifteen (15) minutes during work time of exclusive presentation at a mutually acceptable time and location.

ARTICLE V DISTRICT RIGHTS*

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, except as otherwise specified in this collective bargaining agreement. Included in but not limited to those duties and powers are the rights: to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, modify, sell, or lease facilities; establish budget procedures and determine budgetary allocation; determine methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

ARTICLE VI FAIR PRACTICES*

The District shall not discriminate against any unit member on the basis of any protected class or status defined by state or federal law.

ARTICLE VII PERSONNEL FILES*

- A. A personnel file shall be kept at the District office; personnel files also may be kept at the work site(s) where the unit member is assigned. Secret files shall not be kept.
- B. Unit members shall have the right to inspect their files and reproduce their contents.
- C. Personnel files may not include information obtained prior to employment, exclusive of employment documents.
- D. Information of a derogatory nature shall not be entered or filed in an unit member's personnel file until the unit member is given notice and an opportunity to comment in writing thereon. Unit members may review their personnel files. Information found to be false shall be removed from the file.
- E. Any person placing written material(s) in an unit member's personnel file shall sign and date such material(s).

ARTICLE VIII EMPLOYEE SAFETY

A. General Provisions

- 1. The District and the Union agree that the safety of each unit member of the Jefferson Union High School District is a concern of the employer and the Union.
- 2. Management agrees it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding the health and safety conditions of unit members.
- 3. It is also agreed that unit members are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Each unit member has the additional responsibility of reporting unsafe conditions or equipment to their principal/director/designee.
- 4. Off-street paved parking facilities for each unit member shall be provided at high school sites. During school hours these facilities shall be maintained and identified for the use of school personnel and adult visitors. The employer shall neither assume responsibility nor be held liable for acts of vandalism or other damages which occur in the parking lots.
- 5. Discipline practices shall be clearly written and shall be distributed to students, parents and unit members. These practices will be followed in a firm and consistent manner by administration and staff.

B. Personal Safety

- 1. The employer and the Union agree that students must be held accountable for their conduct in the classroom, on campus, and at school-sponsored events.

2. A reasonable course of action may necessitate the use of force to protect oneself from attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others. Reasonable force shall mean the same degree of physical control a parent would be legally privileged to exercise and can only be determined on a case-by-case basis.
3. When any unit member acting in the performance of their duties is attacked, assaulted, or threatened with bodily harm by the student, the specific unit member or any other unit member who has knowledge of such incident shall report the same to the principal/director/designee. The employer shall give support as follows:
 - a. The principal/director/designee shall notify the law enforcement authorities and the Superintendent.
 - b. The unit member's signed report of the incident shall be sent to the law enforcement authorities, the Superintendent and the Union by the principal/director/designee.
 - c. A conference shall be scheduled and held by the principal/director/designee, counselor, student, parent or guardian and the unit member.
 - d. Any student who assaults or attacks a unit member while the unit member is acting in performance of their duties shall appear before the Superintendent or their designee prior to the student returning to school. If expulsion proceedings have been brought against the student, said student will not return to school until the expulsion hearing has been held before the Board of Trustees.
 - e. A unit member shall not forfeit sick leave or personal leave for any absence that arises from such an assault. The unit member shall be provided a leave of absence for industrial accident or illness consistent with the State Workers Compensation Law.
 - f. Unit members shall practice fair disciplinary procedures. The administration shall support unit members in their disciplinary efforts to ensure a proper learning environment.
 - g. The employer shall provide professional liability insurance for all unit members at the District's expense.
 - h. The employer shall provide information within legal limits as required by the unit member.
 - i. The employer shall submit an accident insurance form to the district's insurance carrier.
 - j. A copy of the District's emergency procedures shall be sent to the Union within ten (10) days of ratification of this agreement.

ARTICLE IX HOURS AND ASSIGNED DUTIES

The unit member shall be assigned to duties compatible with the season of the sport as designated by the District.

ARTICLE X SALARY

A. Salary Provisions

1. The employer and the Union agree that the principle of equal pay shall be observed for comparable work and duties, and that all pay benefits shall apply for all unit members in the same manner.
2. See APPENDIX- A
3. Years do not have to be consecutive. New coaches may be placed for appropriate years of service in other School Districts upon the recommendation of the athletic director.

Range 1: Assistant Varsity Football, Assistant Frosh/Soph Football, Frosh/Soph Basketball, Assistant Track, Assistant Wrestling, Frosh/Soph Baseball, Assistant Soccer, Golf, Assistant Badminton, Assistant Swimming, JV Volleyball

Range 2: Cross Country, Head Frosh/Soph Football, Head Varsity Football, Head Varsity Basketball, Head Track, Head Wrestling, Head Swimming, Head Varsity Baseball, Head Badminton, Head Soccer, Tennis, Varsity Volleyball, Softball, Head Water Polo

B. Pay Date

Pay requests submitted at the end of the sport season will be processed with the next variable payroll; the unit member's paycheck will be available on the first day of the month following processing of the variable payroll.

C. Mileage

1. All unit members who use their automobiles to perform their assignments shall receive reimbursement at the authorized IRS rate per mile, as approved by the Board of Trustees. The principal/director/designee shall authorize such travel in writing to the individual unit member.
2. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

ARTICLE XI INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The unit member shall be provided a leave of absence for industrial accident or illness consistent with the State Workers Compensation Law.

ARTICLE XII PROFESSIONAL RIGHTS

A. Restrooms

All unit members will have the use of clean, well-maintained restrooms.

B. Mailboxes

The employer agrees to provide mailboxes for unit members at the school site where the unit members' principle duties are performed. The district shall provide district email accounts to all unit members upon request.

C. Access To Office Equipment

During the hours the facilities are open, unit members shall have reasonable access to the copier, ditto, transofax machines and typewriters before, during and following school hours.

D. Identification

The District shall provide a JUHSD ID card, or other form of district identification for unit members who serve as walk-on coaches to facilitate safe access to school sites.

ARTICLE XIII ACADEMIC FREEDOM

- A. Unit members shall have the right to introduce, present, discuss and analyze controversial material in class consistent with the nature of the job description. Unit members shall have the responsibility to present all sides of a controversy. If outside speakers are brought in to discuss a controversial subject, unit members shall bring in outside speakers from opposing sides in an effort to enable students to respect free speech in a democratic society.
- B. Unit members shall have the right to express their personal opinions on all matters relevant to their job duties provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the employer.

ARTICLE XIV EVALUATION PROCEDURES

A. General Provisions

1. The primary purpose of evaluation of unit members is to promote a more effective instructional program/program in a continuing process. The primary purpose of the written evaluation procedure of unit members is to improve instruction/programs.
2. An unit member shall be evaluated at the end of each coaching assignment (sport season) for the first three (3) years of continuous service. After that, the unit member shall be evaluated at least every other year. All evaluations shall be in writing.

B. Procedures

1. The evaluation shall be conducted by the principal/director/designee with input from the Athletic Director(s) and Head Coach.

2. At the employment conference, the principal/director/designee and the unit member shall review the job description, school procedures, and define the school's expectations of the unit member.
3. Final written evaluations shall be conducted within the context of the activity for which the unit member is responsible.
4. All evaluation of performance shall be conducted within the context of the activity for which the unit member is responsible.
5. Each unit member has the right to make a written response to any evaluative material. This response shall be filed with the material in question and attached thereto.

ARTICLE XV ASSIGNMENT PROCEDURES

Qualified classified walk-on coaches will be hired by the Board of Trustees and assigned by the site administration to a coaching assignment for a one-season term. Such assignment will be made within thirty (30) calendar days following the close of the season or activity for the following school year.

ARTICLE XVI LABOR-MANAGEMENT COLLABORATION*

A. Both the Union and the District acknowledge that it is in the best interest of all stakeholders when Labor and Management engage in a collaborative working relationship. To that end, both parties agree to adopt and support the following infrastructure at the District-wide and Site levels to foster regular, productive interaction between representatives of the Union and District.

B. It is understood that this committee is not meant to infringe on matters involving management rights or to discuss matters outside of the scope of contractual and/or labor issues.

1. District Labor-Management Council

The Union and District shall establish a District Labor-Management Council. Labor shall be represented by up to four (4) members, including the AFT 1481 President and Vice President and any designees appointed by AFT. Management shall be represented by up to four (4) members, including the Superintendent and any designees appointed by the superintendent. The number of members may be altered by mutual agreement.

- a. The Council shall meet for the following purposes:
 - i. To develop and support clear lines of two-way communication between the District Office and AFT leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
 - ii. To engage in consultation as needed regarding contractual matters
 - iii. To provide feedback to improve Labor-Management collaboration and relations.
- b. The Council shall meet once a month, with normal allowances for any rescheduling needs.
- c. Agendas and minutes shall be accessible to unit members. Each side will alternate taking minutes for the meeting. Both District and AFT leadership will have the opportunity to review minutes prior to distribution to all stakeholders.

2. Site Labor-Management Meetings

The Union and District shall establish Site Labor-Management Meetings. Labor shall be represented by all Building Representatives, including AFT 1481 Certificated and Classified Site Representatives (and Alternate Representatives) or any site designees appointed by AFT 1481. Management shall be represented by at most four (4) members, including the Principal and/or any designees appointed by the Principal.

- a. Site Labor-Management meetings shall have the following purposes:
 - i. To develop and support clear lines of two-way communication between the District Office and site leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
 - ii. To engage in consultation as needed regarding matters of concern to site administrators and/or unit members.

- iii. To provide feedback to the Labor Management Council to improve collaboration and relations.
- b. The Meetings shall occur at least five (5) times a year, for up to (1) hour outside of the instructional day, with normal allowances for any rescheduling needs.

ARTICLE XVII GRIEVANCE PROCEDURES*

A. DEFINITIONS/PURPOSE

The purpose of this procedure is to resolve grievances or problems at the lowest possible level.

1. Grievance - A claim upon an event or condition which affects the obligations or circumstances under which a unit member works, allegedly caused by misinterpretation or inequitable application of that established policy which specifically affects a provision of this agreement or the terms of this contract.
2. Grievant - An individual, group, or organization having a grievance.
3. Day- A "day" is any day in which the unit member is required to be in attendance.

B. REPRESENTATION

1. A unit member may be represented at Steps 1, 2, or 3 of the grievance procedure by themselves, a representative of their choice, or at their option by a representative elected by the union. After Step 3, the unit member must have the concurrence of the union to proceed to Step 4.
2. If a unit member is not represented by the union, the union shall have the right to be in an observer role unless otherwise requested by the unit member.
3. The unit member shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the unit member notifies the district at least two (2) days in advance that they will be represented by legal counsel.

C. GENERAL PROVISIONS

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or director, the grievance shall be submitted in writing to the superintendent and the processing of such grievance shall be commenced at Step 2.
2. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.
3. Failure by the administration to adhere to a decision deadline shall mean the grievance shall proceed to the next step. Failure of the unit member or union to adhere to the submission deadline shall mean the unit member waives any right to further appeal. Failure on the part of the unit member, the unit member's representatives, and/or the union to meet the time provisions so designated in this agreement shall render the grievance null and void; however, nothing prohibits the parties from extending the dates by mutual agreement.
4. When it is necessary for a representative designated by the exclusive representative to represent a unit member in a conference with a management person, the representatives shall be released without loss of pay for a reasonable length of time. The notice for release time shall be made at least one day in advance. The superintendent and the union president shall mutually agree upon the release time.
5. The request for release time shall be made to the superintendent at least one (1) day in advance. The representative shall have the right to visit the appropriate district sites to confer with the appropriate district employees covered by the provisions of this agreement during their duty-free time. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of their immediate supervisor.
6. In the event that more than twenty (20) grievances are under process at any one time and/or more than six (6) grievances, are in process at any one step above the informal level, the union agrees to meet with management for the purpose of waiving time limits and they shall establish a reasonable time schedule for the orderly processing of such grievances.

D. PROCEDURE

First Submission - Informal - Any unit member shall first discuss the grievance informally with the principal/director/designee, whether directly or accompanied by the union representative, with the objective of solving the matter. This meeting shall take place within fifteen (15) days following the act or condition, or from that date from

which the unit member could have reasonably expected to have knowledge of the act or condition which is the basis for the grievance. The meeting with the principal/director/designee shall take place within ten (10) days of the unit member's request for such a meeting.

Step 1 Formal Submission

If the grievance is not settled to the satisfaction of the unit member in the informal process, the grievance shall be presented in writing to the principal/director/designee within ten (10) days of the informal meeting. The written grievance shall include:

- a. names, dates and places necessary for a complete understanding of the grievance;
- b. a listing of the provisions of the agreement which are alleged to have been violated or misapplied;
- c. a listing of the reasons why the original resolution of the problem is unacceptable; and
- d. a listing of specific sections requested which would remedy the grievance.

Within ten (10) days after the receipt of the written grievance, the principal/director/designee shall communicate their decision in writing together with the supporting reasons. The principal/director/designee shall furnish one (1) copy to the grievant and one (1) copy to the union.

Step 2 Appeal to Superintendent

If the grievance is not resolved satisfactorily at Step 1, the grievant and/or the union may appeal within ten (10) days to the superintendent. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 1. For any grievance originating at Step 2 as a result of action or inaction on the part of the member of the administration at a level above a school principal or director, the grievant or the Union must submit a formal grievance in writing to the Superintendent within ten (10) days following the act or condition, or from the date from which the grievant could have reasonably been expected to have knowledge of the act or condition which is the basis for the grievance.

- a. Within ten (10) days after receipt of the appeal the superintendent shall hold a meeting on the grievance upon request.
- b. The grievant, the grievant's representative, and/or the union shall be given at least two (2) days notice of the meeting.
- c. Within ten (10) days after the meeting on the appeal, the superintendent shall communicate their decision in writing, together with the supporting reasons, to the grievant, the grievant's representative and/or the union.

Step 3 Appeal to Board

If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) days in writing to the Board of Trustees. If the appeal is received not later than 12:00 Noon of the Tuesday preceding the date of a regularly scheduled meeting, the grievant and/or representative may present their case to the Board of Trustees in open and/or in closed session.

Step 4 Submission to Arbitration

If the grievance is not resolved satisfactorily at Step 3, the grievant with the concurrence of the union, within ten (10) days after a decision by the Board of Trustees, may submit the grievance to advisory arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall initially be ruled upon by the arbitrator and, at the arbitrator's discretion, such ruling may be reserved until the merits of the grievance have been heard.

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) days, the State Mediation and Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one (1) name remains. Further, each party shall have the right to reject the entire list.
- b. The arbitrator shall hold a hearing as soon as reasonably possible following their appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth their findings of facts, reasons, and conclusions on the issues submitted. If the arbitrator determines that additional time for their decision is

necessary, the arbitrator shall have discretion to issue such decisions within a reasonable period of time. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties their findings and recommendations which shall be advisory in nature.

- c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.
- d. Fees and expenses of the arbitrator shall be shared equally by the employer and the exclusive representative. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other. If any grievance meeting or hearing shall be conducted during the school day, any employee required by either party to participate as witness or grievant in such a meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The superintendent and the union president shall mutually agree on the amount of release time and the number of witnesses to be released at any one time.
- e. If the arbitrator rules against the Board of Trustees and the board does not comply with the ruling, the district will pay all costs of the arbitrator.
- f. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared by the parties if they both mutually agree.
- g. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designed in this agreement.

Step 5 Board Action

Upon consideration of the arbitrator's advice, the board shall take action on the grievance and shall render its final decision by no later than the next regularly scheduled board meeting provided the arbitrator's ruling is received in time to be on the board agenda and providing that copies of the arbitrator's decision have been given to the board members in sufficient time to permit the board members to review the decision. In the event that copies of the arbitrator's decisions have not been provided to the board members at least three (3) days in advance of the regularly scheduled board meeting, the board may delay taking action on the grievance until the second regularly scheduled board meeting following the arbitrator's decision.

ARTICLE XVIII EFFECT OF AGREEMENT*

- A. The District and the exclusive representative mutually agree that the terms and conditions set forth in the provisions of this contract represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing (or by a procedure expressly allowing same stated in the contract).
- B. The District and the exclusive representative also mutually agree that this contract shall be in full settlement of all issues which were the subject of collective bargaining between the parties. It is further agreed that none of such issues shall be subject to collective bargaining or the grievance procedure during the term of this contract unless by mutual consent in writing or by a procedure expressly allowing same stated in this contract.
- C. The District agrees not to change or institute any policy which would result in a reduction of rights or benefits as provided by this agreement or be inconsistent with the provisions of this agreement.

ARTICLE XIX NO STRIKE CLAUSE*

The Union agrees not to engage in, sanction, support or encourage a work stoppage, strike, sympathy strike or similar actions within the district during the term of this contract.

ARTICLE XX SAVINGS CLAUSE*

Should any article, section or portion thereof of this agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; and the remainder of this agreement shall continue in full force and effect. Upon issuance of such a decision, the parties agree to commence, within ten (10) working days, negotiations on a replacement for the invalidated article, section or portion thereof.

ARTICLE XXI JOINT COMMITTEES*

Upon mutual agreement, the parties agree to create joint committees to enter into Memorandums of Understanding (MOUs) and/or Side Letters.

ARTICLE XXII REOPENERS*

The Parties agree to the following reopeners for 22-23 and 23-24: Salary and Benefits articles and two (2) non-monetary articles for each year.

ARTICLE XXIII DURATION*

This agreement and each of its provisions are binding and effective as of January 25, 2022 and shall continue in full force and effect until June 30, 2024.