

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)

2018-2021

ALL CLASSIFIED EXTRA-CURRICULAR/CO-CURRICULAR EMPLOYEES UNIT 2018-2021
TABLE OF CONTENTS

| | |
|---|---------------------------------------|
| ARTICLE I PREAMBLE | 3 |
| ARTICLE II RECOGNITION | 3 |
| ARTICLE III DEFINITIONS | 3 |
| ARTICLE IV UNION SECURITY AND RIGHTS | 4 |
| ARTICLE V DISTRICT RIGHTS | 5 |
| ARTICLE VI FAIR PRACTICES | 6 |
| ARTICLE VII GRIEVANCE PROCEDURE | 6 |
| ARTICLE VIII WORK YEAR | 9 |
| ARTICLE IX EMPLOYEE ASSIGNMENT PROCEDURE | 9 |
| ARTICLE X EMPLOYEE SAFETY | 9 |
| ARTICLE XI EVALUATION | 11 |
| ARTICLE XII PERSONNEL FILES | 11 |
| ARTICLE XIII SALARY SCHEDULE PER FULL SEASON | 11 |
| ARTICLE XIV PROFESSIONAL RIGHTS | 12 |
| ARTICLE XV ACADEMIC FREEDOM | 13 |
| ARTICLE XVI INDUSTRIAL ACCIDENT AND ILLNESS LEAVE | 13 |
| ARTICLE XVII EFFECT OF AGREEMENT | 13 |
| ARTICLE XVIII NO STRIKE CLAUSE | 13 |
| ARTICLE XIX SAVINGS CLAUSE | 13 |
| ARTICLE XX JOINT COMMITTEES ON HEALTH AND WELFARE, AND EVALUATIONS | 14 |
| ARTICLE XXI REOPENERS | 14 |
| ARTICLE XXII DURATION | 14 |
| | |
| APPENDIX A | SALARY SCHEDULES |
| APPENDIX B | MEMO OF UNDERSTANDING |
| | Labor-Management Collaboration |
| | November 2018 Parcel Tax |

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 teachers' 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 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 classified employees:

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

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

ARTICLE III DEFINITIONS

Where the term:

- A. "Day", "Work Day" or "School Day" is used; it refers to a day when employees are required to be in attendance.
- B. "Employee" is used, it is any member of the bargaining unit.
- C. "Employer" or "District" is used, it is the Jefferson Union High School District Board of Trustees or its designee.
- D. "Exclusive Representative" or "Union" is used, it is the American Federation of Teachers Local 1481, AFL-CIO.
- E. "Job duties" is used, it is those duties that are identified in the employee's job description.
- F. "Principal" is used, it is the chief site administrator of any work location or functional division or his/her designee.
- G. "School site" is used, it is any work location or functional division or group in which a grievance may arise.
- H. "Superintendent" is used, it is the 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" is used, it is any Union representative upon whom the Union has conferred the authority to represent the Union.

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 workers shall be remitted to the union within seven (7) working days, together with a written statement of names of the workers 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. Any worker who is paying dues may stop making those payments by giving written notice to the union pursuant to the terms of the written authorization to deduct union dues. The employer will honor the worker's written authorization unless it is revoked in writing pursuant to the terms of the written authorization, irrespective of the worker's membership in the union.

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. With the understanding that the District is not expanding the number of copies currently provided the AFT, one copy of the Board agenda and supporting documents will be sent to each of the following Union representatives: the President, the Vice President, the Chief Negotiator and each of the Building Representatives.
2. Tuesdays shall be reserved for employee organization meetings.
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 distributed by the District to each employee covered by this agreement. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement. The final agreement will be printed at District expense.

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. Unit members who do not have access to online contracts may request a copy from the personnel department.
8. Changes affecting 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.

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 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, work email, personal email address, and home address to the degree that such information is available.

In the event that District conducts an annual group orientation, the Union shall have up to paid thirty (30) minutes of 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 employer shall not discriminate against any unit member on the basis of race, creed, age, sex, marital status, national origin, political and/or organizational affiliation, physical disability or life style.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definitions/Purpose

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

B. Representation

1. An employee may be represented at Steps 1, 2, or 3 of the grievance procedures by himself/herself, a representative of his/her choice, or, at his/her option by a representative selected by the Union. After Step 3, the employee must have the concurrence of the Union to proceed to Step 4.
2. If an employee is not represented by the Union, the Union shall have the right to be in an observer role unless otherwise requested by the employee.
3. The employee shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the employee notifies the district at least two (2) days in advance that he/she 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, 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 employee or Union to adhere to the submission deadline shall mean the employee is satisfied with the latest decision and waives any right to further appeal. Failure on the part of the employee, the employee'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 an employee in a conference with a management person, the representative 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 his/her 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.

A. Procedure

First Submission - Informal - Employees

Any employee within the bargaining unit shall first discuss the grievance informally with the Principal/director/designee, whether directly or accompanied by the Union representative, with the object 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 employee could have reasonably been 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 employee's request for such a meeting.

Step 1 Formal Submission

If grievance is not settled to the satisfaction of the employee in informal process, the grievance shall be presented in writing to the Principal/director/designee. The written grievance shall include:

1. Names, dates and places necessary for a complete understanding of the grievance;
2. A listing of the provisions of the agreement which are alleged to have been violated or misapplied;
3. A listing of the reasons why the original resolution of the problem is unacceptable;
4. 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 his/her 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.

1. Within ten (10) days after receipt of the appeal, the Superintendent shall hold a meeting on the grievance upon request.
2. The grievant, the grieving's representative, and/or the Union shall be given at least two (2) days' notice of the meeting.
3. Within ten (10) days after the meeting on the appeal, the Superintendent shall communicate his/her 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 his/her 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 question arises as to the arbitrability of the grievance, such question 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.

1. 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 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 name remains. Further, each party shall have the right to reject an entire list.
2. The arbitrator shall hold a hearing as soon as reasonably possible following his/her 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 his/her findings of fact, reason, and conclusions on the issues submitted. If the arbitrator determines that additional time for his/her decision is necessary, the arbitrator shall have discretion to issue such decision 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 his/her findings and recommendations which shall be advisory in nature.
3. Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this agreement.
4. 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 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.
5. 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 arbitration.
6. 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.

7. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants as designated 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 providing the arbitrator's ruling is received in time to be on the Board's 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 decision 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 VIII WORK YEAR

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

ARTICLE IX EMPLOYEE ASSIGNMENT PROCEDURE

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 X EMPLOYEE SAFETY

A. General Provisions

1. The District and the Union agree that the safety of each employee 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 employees.
3. It is also agreed that employees 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 employee has the additional responsibility of reporting unsafe conditions or equipment to his/her Principal.
4. Off-street paved parking facilities for each employee shall be provided at high school sites. The Principal shall work out a program of supervision by non-teaching personnel and a copy shall be available in the Principal's office. 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 except for instances of gang activity or general rebellion when staff and/or administrators are present.

5. Discipline practices shall be clearly written and shall be distributed to students, parents and employees. 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. Teachers may suspend from class for the remainder of that class in which the incident occurred and for one additional class period any student whose actions constitute a threat to the physical safety of students in the teacher's charge.
4. When any teacher acting in the performance of his/her duties is attacked, assaulted, or threatened with bodily harm by the student, the teacher or any other unit member who has knowledge of such incident shall report the same to the Principal. The employer shall give support as follows:
 - a. The Principal shall notify the law enforcement authorities and the Superintendent.
 - b. The employee's signed report of the incident shall be sent to the law enforcement authorities, the Superintendent and the Union by the Principal.
 - c. A conference shall be scheduled and held by the Principal, counselor, student, parent or guardian and the teacher.
 - d. Any student who assaults or attacks an employee while the employee is acting in performance of his/her duties shall appear before the Superintendent or his/her 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 teacher shall not forfeit sick leave or personal leave for any absence that arises from such an assault. For work related accidents, illness or injury, see Article XXV Section A. 4. of the day school certificated contract.
 - f. Teachers shall practice fair disciplinary procedures. The administration shall support teachers 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 teacher.
 - 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 XI EVALUATION

A. General Provisions

1. The primary purpose of evaluation of unit members is to promote a more effective instructional program in a continuing process. The primary purpose of the written evaluation procedure of unit members is to improve instruction.
2. An employee shall be evaluated at the end of each coaching assignment (sport season) for the first three (3) years of continuous service. After that, the employee 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/designee with input from the Athletic Director(s) and Head Coach.
2. At the employment conference, the Principal/designee and the employee shall review the job description, school procedures, and define the school's expectations of the employee.
3. Final written evaluations shall be conducted within the context of the activity for which the employee is responsible.
4. All evaluation of performance shall be conducted within the context of the activity for which the employee is responsible.
5. Each employee 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 XII PERSONNEL FILES

- A. A personnel file shall be kept at the District office; personnel files also may be kept at the school site(s) where the employee is assigned. Secret files shall not be kept.
- B. Employees 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 employee's personnel file until the employee is given notice and an opportunity to comment in writing thereon. Employees may review their personnel files. Information found to be false shall be removed from the file.

ARTICLE XIII SALARY SCHEDULE PER FULL SEASON

A. Salary Schedule

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 female employees in the same manner as for male employees.
2. Extra Pay Schedule for Extra Work –See APPENDIX– A
3. Years do not have to be consecutive. New coaches may be placed for appropriate years of service in other School District 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. Position Job Descriptions

The District will provide job descriptions for each extra-curricular/co-curricular position, clarifying duties, responsibilities, and district expectations for each position.

C. Pay Date

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

D. Mileage

1. All employees 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-designee shall authorize such travel in writing to the individual employee.
2. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

ARTICLE XIV PROFESSIONAL RIGHTS

A. Restrooms

All employees will have the use of a clean, well-maintained restroom, one provided for the male employees and one provided for the female employees. Each employee shall be provided with a key or access to a key to such a restroom. These restrooms shall be for adult use only. Coaches shall be instructed on timelines and procedure for accessing restroom and necessary facilities keys at the beginning of the season.

B. Mailboxes

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

C. Access To Office Equipment

During the hours the facilities are open, employees 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 non-district employees who serve as walk-on coaches to facilitate safe access to school sites.

ARTICLE XV ACADEMIC FREEDOM

- A. Employees shall have the right to introduce, present, discuss and analyze controversial material in class consistent with the nature of the job description. Employees shall have the responsibility to present all sides of a controversy. If outside speakers are brought in to discuss a controversial subject, teachers shall bring in outside speakers from opposing sides in an effort to enable students to respect free speech in a democratic society.
- B. Employees 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 XVI INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The employee shall be provided a leave of absence for industrial accident or illness consistent with the State Worker's Compensation Law.

ARTICLE XVII 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 XVIII 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 XIX 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 XX JOINT COMMITTEES ON HEALTH AND WELFARE, AND EVALUATIONS

The parties agree to enter into a side letter to create joint committees regarding (1) Health and Welfare and (2) Evaluations.

ARTICLE XXI REOPENERS

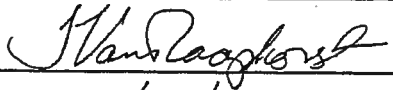
The Parties agree to the following reopeners:

- A. Compensation: Salary and Benefits only for 2020-2021 school year.
- B. Evaluations: Assigned to joint committee for study in 2018-2019, with implementation in 2019-2020 following formal approval of both parties.
- C. Discipline: Automatic re-opener in 2019-2020
- D. Grievances: Automatic re-opener in 2019-2020

ARTICLE XXII DURATION

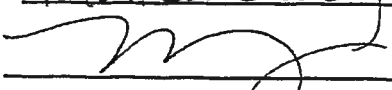
This agreement and each of its provisions are binding and effective as of October 5, 2018 and shall continue in full force and effect until June 30, 2021.

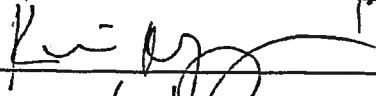
FOR THE JEFFERSON UNION
HIGH SCHOOL DISTRICT

Name: TINA VANRAAPHORST
Sign: 
Date: 10/2/18

Name: _____
Sign: _____
Date: _____

FOR THE AMERICAN FEDERATION
OF TEACHERS, LOCAL 1481

Name: Monica Casey
Sign: 
Date: 10/2/18

Name: Kevin Murphy
Sign: 
Date: 10/2/18

APPENDIX A

Salary Schedules

JEFFERSON UNION HIGH SCHOOL DISTRICT
Administrative Offices

WALK-ON COACHES

SALARY SCHEDULE
2018/19 with 3.2%

| RANGE | |
|--------------|-------|
| 1 | 2,242 |
| 2 | 2,536 |

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 County, Head Varsity Football, Head Frosh/Soph Football,
Head Varsity Basketball, Head Track, Head Wrestling, Head Swimming,
Head Varsity Baseball, Head Badminton, Head Soccer, Tennis,
Varsity Volleyball, Softball, Head Water Polo

Ratified: 10-4-2018
Board Approved: 10-5-2018

**JEFFERSON UNION HIGH SCHOOL DISTRICT
Administrative Offices**

WALK-ON COACHES

**SALARY SCHEDULE
2019/2020 with 5%**

| RANGE | |
|--------------|--------------|
| 1 | 2,354 |
| 2 | 2,662 |

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 County, Head Varsity Football, Head Frosh/Soph Football,
Head Varsity Basketball, Head Track, Head Wrestling, Head Swimming,
Head Varsity Baseball, Head Badminton, Head Soccer, Tennis,
Varsity Volleyball, Softball, Head Water Polo

Ratified: 1/24/19
Board Approved: 2/5/19

APPENDIX B

Memos of Understanding

MEMORANDUM OF UNDERSTANDING
between the
JEFFERSON UNION HIGH SCHOOL DISTRICT
and the
AMERICAN FEDERATION OF TEACHERS, LOCAL 1481

Labor-Management Collaboration

This Memorandum of Understanding ("MOU") is entered into by and between the Jefferson Union High School District ("District") and the American Federation of Teachers, Local 1481 ("AFT"). The parties herein agree to the following:

Labor-Management Council

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 members, including the AFT 1481 President and Vice President and any designees appointed by AFT. Management shall be represented by up to four members, including the Superintendent and any designees appointed by the superintendent.

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 at least once a month on the 1st Tuesday of the month, with normal allowances for any rescheduling needs.

c) Agendas and minutes shall be accessible to employees. 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.

d) The Council will engage in a self-assessment of its effectiveness in the Spring semester. Based on this, future adjustments to the structure, time, and manner of operation of this District Labor-Management Council shall be determined through mutual agreement in writing between the union and the employer.

2) Site Labor-Management Meetings

The Union and District shall establish Site Labor-Management Meetings. Labor shall be represented by up to two members, including AFT 1481 Certificated and Classified Site Representatives (or Alternate Representatives, if unavailable) or any site designees appointed by AFT. Management shall be represented by at most two 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 employees.
 - 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, on the 3rd or 4th Tuesday of the month, for up to (1) hour outside of the instructional day, with normal allowances for any rescheduling needs.

c) Site Representatives (or their Alternates) and Principals (or their designees) will assess the effectiveness of the Site Labor-Management Meetings in the Spring. Any future adjustments to the structure, time, and manner of the Site Labor-Management Meetings shall be determined through mutual agreement in writing between the Union and District.

This MOU may be re-opened at the request of either party during annual negotiations, and shall not be subject to the grievance articles or evaluation articles in each contract.

FOR THE JEFFERSON UNION
HIGH SCHOOL DISTRICT

By: 

Date: 9/20/18

FOR THE AMERICAN FEDERATION
OF TEACHERS, LOCAL 1481

By: 

Date: 9/20/18

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JEFFERSON UNION HIGH SCHOOL DISTRICT
AND
AMERICAN FEDERATION OF TEACHERS, LOCAL 1481**

"NOVEMBER 2018 PARCEL TAX"

This Memorandum of Understanding ("MOU") is entered into by and between the Jefferson Union High School District ("District") and the American Federation of Teachers, Local 1481 ("AFT") (collectively hereinafter "the parties"). Pursuant to the Tentative Agreement executed on October 5, 2018, the parties hereby agree as follows:

1. With the passage of the November 2018 Parcel Tax Measure, all AFT members (Adult Education, BISS, Day Certificated, OSS, Substitutes, and Walk On Coaches) shall receive a 5% on-schedule salary increase effective July 1, 2019. The District shall additionally commit \$50,000 towards any increase in health benefit rates for the 2019-20 school year. This shall conclude the parties' negotiations on salary and benefits for the 2019-20 school year.
2. There will be reopener negotiations for salary and benefits only for the 2020-21 school year.


In witness thereof, the parties hereto have executed this Agreement on this 24th day of January, 2019.

American Federation of Teachers,
Local 1481, AFL-CIO

Jefferson Union High School District



Monica Casey, President AFT Local 1481



Toni Presta, Associate
Superintendent HR/Staff Relations