

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT (JUHSD)

AND

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

CERTIFICATED SUBSTITUTE UNIT (SUBS)

2024-2027

CERTIFICATED SUBSTITUTE UNIT 2024-2027

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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. Academic Council: Contract name for the Site-Based Management Team that assumes responsibility for the issues, policies and practices that will become a part of the shared decision-making process. This team is responsible to ensure that all plans required by contract or Board Policy are submitted to the AFT Executive Board and the Superintendent.
- B. Daily Student Contact: Total number of students regularly assigned to a teacher during the school day.
- C. Day Certificated Unit Members: All day credentialed and/or day licensed employees covered by the Day Cert Contract (for example: teachers; special services personnel; adult transition mod/severe teachers; occupational therapists; psychologists; librarians; teacher on special assignment).
- D. Employer or District: Jefferson Union High School District Board of Trustees or its designee
- E. Exclusive Representative or Union: American Federation of Teachers Local 1481, AFL-CIO.
- F. Hours for Per Diem Substitute
 - 1. Half Day Substitutes will be on campus for half of the periods (as requested by the permanent teacher and site administration) and will be paid half rate, according to the current salary schedule.
 - 2. Full Day Substitutes will be on campus for the entire day (all periods) and will be paid full rate, according to the current salary schedule.
- G. Long-Term Substitute: A substitute teacher hired by the district for at least twenty (20) days of consecutive employment in one assignment as a per diem substitute to assume the teaching duties (except one or more of the three supervision assignments) of a regular certificated teacher.
- H. Per Diem Substitute: A substitute teacher hired by the district for a part of a day or a day (or days not to exceed nineteen (19) consecutive days for the same absent regular certificated teacher) to assume the teaching assignment of a regular certificated teacher.
- I. Posting: A document shared via district email or shared electronic drive to all unit members and the union.
- J. Principal/Director/Designee or Site Administrator: Chief site administrator on any work location or functional division or their designee.
- K. Restructuring: All parties working together to modify rules, roles and relationships to create an environment for optimum learning and achievement for all students. The process is ongoing in that all parties continually review successes and failures, learn from both, and change that which is necessary to ensure more success for all parties involved.
- L. School Site: Any work location or functional division or group in which a grievance may arise.
- M. Seniority: Number of years a substitute has been employed in this district.
- N. Site-Based Management, Shared Decision-Making: The process through which the individual school staff accepts responsibility for a significant number of decisions affecting the educational program and delivery system at the site. All staff members should be represented fairly and equally by the members elected to the Academic Council and decisions will be facilitated by this council. Site-based management is implemented through the Academic Council as provided for in ARTICLE XXVI-PROVISIONS FOR RESTRUCTURING of the Day Cert contract. A school must implement site-based management through this contract provision in order to be considered a school with site-based management for purposes of this contract.
- O. Site Council: Site Council shall consist of an equal number of employees and non-employees. The non-employees shall be an equal number of students and parents/community representatives. The employee group shall include the Principal of the school and have representation of both certificated and classified employees chosen by their

respective groups. The Site Council shall develop a Single Plan for Student Achievement for Consolidated Application programs at each school. The council must recommend the proposed plan to the local governing Board for approval, monitor its implementation, and evaluate the results. At least annually, the council must revise and recommend the plan, including proposed expenditure of all funds allocated to the school through the Consolidated Application, to the local governing Board for approval. The Site Council is a separate body from the Academic Council.

- P. Substitute Teacher, Certificated Substitute Unit Member, or Unit Member: The employee covered by this agreement.
- Q. Superintendent: Chief administrative officer of the district or any designee upon whom the Superintendent has conferred authority to act in their place.
- R. Support Service Teachers: Psychologists, attendance supervisors, librarians, counselors, special services counselors and work experience coordinators.
- S. Teacher of Record: Day Certificated Unit member currently teaching or on leave.
- T. Union Representative: Any Union representative upon whom the Union has conferred the authority to represent the Union.
- U. Workday: A day during the school year when classes are being held in the district.

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 as certified by the Educational Employment Relations Board, 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 Certificated Substitute employees:

Included: Certificated per diem and long term substitutes hired by the District to perform the duties of an absent teacher of record.

Excluded: All management, supervisory, and confidential employees as described in the Public Employment Relations Act, commencing with Government Code Section 3540.1. All full or part-time employees of the district who are members of the day certificated unit and adult school certificated unit of the District as recognized by the Public Employment Relations Act. All classified employees.

JOB DESCRIPTIONS/CLASSIFICATIONS

- A. The district shall provide detailed job descriptions clarifying duties, responsibilities, and district expectations for each position.
- B. The union shall 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 on the district website.

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 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 unit members; 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 unit members.

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. The official personnel file shall be maintained digitally 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 who places material in a unit member's digital personnel file shall sign the material and signify the date on which material was drafted. All District-generated materials placed in a personnel file shall indicate the date that the material was sent to the employee.

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 teachers.
3. It is also agreed that teachers 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 teacher has the additional responsibility of reporting unsafe conditions or equipment to their Principal.
4. Off-street paved parking facilities for each teacher 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 teachers. These practices will be followed in a firm and consistent manner by administration and staff.
6. Immunizations:

Upon enrollment, students must present evidence of full immunization against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps and rubella as documented by a physician, nurse or clinic in the manner prescribed by the State Department of Health.

Any student without such evidence shall be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of exemption from their parent/ guardian or physician. Exemption is allowed when the parent/guardian states in writing that immunization is contrary to their beliefs. Exemption is also allowed to the extent indicated by a physician's written statement describing the medical condition of the child and the probable duration of the medical condition or circumstances which contraindicate immunization.

The District may conditionally admit a child with documentation from a physician that:

- a. they have received some but not all required immunizations and is not due for any vaccine dose at the time of admission, or
- b. They have a temporary exemption from immunization for medical reasons.

Continued attendance after conditional admission shall depend upon the student receiving the remaining required immunizations according to schedule or when their temporary exemption ends.

7. Tuberculosis Screening

- a. All new students must provide documentation of legally required immunizations before the start of school.
- b. If a student has a positive skin test for Tuberculosis exposure, they must provide documentation in the form of a doctor's letter clearing them to attend school. The student must present this letter to the school prior to any school attendance. Failure to present such documentation will result in exclusion from school until such documentation is given to the school.
- c. Upon receipt of such documentation, a student is eligible to attend school. However, that student must, within 30 calendar days, obtain a chest X-ray and present the results of this screening to school site administration. Failure to do so within the allotted thirty (30) days will result in exclusion from school.
- d. Students with a positive chest X-ray must be immediately excluded from school until such time as they are able to present a doctor's letter clearing them to attend school.

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 their 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/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 employee'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 teacher.
 - d. Any student who assaults or attacks an employee while the employee is acting in performance of their duties shall appear before the Superintendent or their designee prior to the student returning to school.
 - e. 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.

- f. An employee 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.
 - g. Teachers shall practice fair disciplinary procedures. The administration shall support teachers in their disciplinary efforts to ensure a proper learning environment.
 - h. The employer shall provide professional liability insurance for all unit members at the District's expense.
 - i. The employer shall provide information within legal limits as required by the teacher.
 - j. The employer shall submit an accident insurance form to the District's insurance carrier.
 - k. A copy of the District's emergency procedures shall be sent to the Union within ten (10) days of ratification of this agreement.
5. Long-term substitute shall be notified in writing about students who have a record of violent or abusive behavior when they transfer into the school or from class to class within the school.

ARTICLE IX HOURS AND ASSIGNED DUTIES

A. PER DIEM (CASUAL, SHORT-TERM SUBSTITUTES)

- 1. Half Day Substitute will be on campus for half of the periods (as requested by the permanent teacher and site administration) and will be paid half rate, according to the current Salary Schedule.
- 2. Full Day Substitute will be on campus for the entire day (all periods) and will be paid full rate, according to the current Salary Schedule.
- 3. On any day which a unit member is called to work, that unit member shall report to duty at the school of assignment twenty (20) minutes prior to the beginning of the first period of assigned duty, and shall remain at that school until the assigned duties defined in A.2. are completed.
- 4. During the twenty (20) minutes prior to the beginning of the first period of assigned duty, the unit member shall prepare for their assignment for the day as instructed by the principal/director/designee. After the conclusion of the last assigned period of duty, the unit member shall organize the classroom for the following day's instruction, leave necessary information on the day's activities, and report to the school's office prior to leaving the school.
- 5. All unit members shall be entitled to an unpaid duty free uninterrupted brunch (if applicable) and lunch period of not less than thirty (30) minutes, if the brunch and lunch falls within their work time.
- 6. Per Diem Substitutes may be asked to do work outside of the classroom, such as phone calls, paraprofessional duties, and campus supervising.

B. LONG-TERM SUBSTITUTES

- 1. Teachers shall be in their classrooms before the start of the school's first passing period of regular instruction and shall remain at school until the end of the last teaching period.
- 2. The weekly day school teaching class load shall not exceed the school specific 1.0 FTE teaching periods and assigned preparation periods. Preparation periods shall be utilized in a professional manner. Reasonable efforts will be made to provide minimal alterations of pupil contact time or preparation periods which may occur for registration, testing, or staff workshops.
- 3. If a long-term substitute teacher is unable to carry out their class planning functions because of assignment to additional teaching duties, the long-term substitute teacher shall receive additional compensation to fulfill those planning functions on the long-term substitute teacher's own time beyond the work day. Assignment to additional classroom teaching duties beyond the normal five (5) daily periods shall be on a voluntary basis during the assigned preparation periods and shall be compensated at the rate of one fifth (0.2) FTE.
- 4. Long-term substitutes will not be required to substitute on their assigned preparation period. Volunteer teachers shall be paid at the established hourly substitute rate.
- 5. In addition to serving as a long-term substitute in the absent teacher of record's usual assignment, the long-term substitute shall attend the following activities which occur when the long-term substitute is assigned for the absent teacher of record:

- a. Either open house or back to school night
 - b. The school's scheduled staff workshop(s) and faculty meetings.
6. If a substitute's long term assignment is no longer needed, the substitute will get paid the Long-Term Substitute rate for the time "worked" in the assignment.

C. SCHOOLS WITH SITE-BASED MANAGEMENT

1. The substitute wage schedule may be altered to accommodate the different time schedules designed through site-based management
2. Once a school has a master schedule, they will submit this to the AFT Executive Board and the Superintendent for site-specific negotiations regarding the wage schedule.

D. YEARLY TRAININGS

1. Substitutes established at JUHSD shall complete the yearly training by the date given and be appropriately compensated.
2. Substitutes hired after the beginning of the school year shall have six (6) weeks to complete the training and shall be appropriately compensated.

E. SEPARATION

1. Upon separation from employment, unit members must turn over all school or district property (such as keys, badges, and school materials). Additionally, all school and district proprietary content and material such as social media account passwords, shall be turned over to the appropriate district personnel.

ARTICLE X SCHOOL CALENDAR

The American Federation of Teachers/Jefferson Union High School District Regular Certificated Unit Contract shall apply.

ARTICLE XI SALARY

A. See [Certificated Substitute Salary Schedule](#).

B. Direct deposit of paychecks upon request. Teachers shall receive their monthly paycheck on the last working day of the month unless superseded by the COE pay date schedule, but no later than the last calendar day of the month. The District shall publish a calendar of pay dates on the district website at the beginning of the fiscal year.

C. Salary Schedule for Long-Term Substitutes

Long-term substitutes assigned to additional classroom teaching duties as described in Article VIII.B.3. will be paid at the rate of one fifth (0.2) FTE for the extra work. These rates shall not apply where per diem substitutes are hired to replace teachers absent due to work stoppage. The District may establish emergency rate schedules.

D. Schools With Site-Based Management

1. The substitute wage schedule may be altered to accommodate the different time schedules designed through site-based management.
2. Once a school has a master schedule, they will submit this to the AFT Executive Board and the Superintendent for site-specific negotiations regarding the wage schedule.

ARTICLE XII LEAVES

SICK LEAVE

Substitute Unit Members are entitled to five (5) paid sick days after thirty (30) days of employment. Unused sick leave shall be paid out at the end of each school year.

ARTICLE XIII PROFESSIONAL RIGHTS

A. PROFESSIONAL RIGHTS

Unit members either shall be provided access to the assigned teaching station or shall be given the appropriate key(s). At their assignment at a site, all unit members will be provided with information regarding individual school policies on emergency procedures, administrative support, attendance, security, personal electronics, and food in the classroom, as

well as campus maps, evacuation routes, bell schedules, and an adequate set of hall passes if applicable. Additionally, unit members will be provided with a specific set of phone numbers relevant to their assignment to summon support or Campus Supervisors, if necessary. This information will be provided by the school's office.

B. PER DIEM SUBSTITUTE PLANS

Teachers of record will provide lesson plans, seating charts, preferred names/nicknames and other information about students such as classroom accommodations, health information (allergies etc), school emergency information, special circumstances, and movable lesson plans if students have to change classrooms.

C. EMPLOYMENT VERIFICATION

At the conclusion of each per diem substitute assignment, the principal/director/designee shall provide to the unit member a written record of verification of employment for that day.

D. STRS

The District will forward to the unit member a copy of any written notification received from San Mateo County Office of Education regarding qualification of the unit member for State Teacher Retirement Service salary deductions, and provide the unit member with STRS hours submission.

E. REASONABLE ACCESS TO OFFICE EQUIPMENT

During the hours the facilities are open, unit members shall have reasonable access to the copying machines, fax machines, and computers before, during and following school hours if necessary for their teaching assignments.

1. Unit members shall be provided district email accounts and access to district technology resources in the classroom.
2. Unit members working for more than twenty (20) days consecutively for the same teacher of record shall be given access to all other district technology resources upon request.

H. RESTROOMS

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

ARTICLE XIV ACADEMIC FREEDOM (Long-Term Substitutes)

- A. Long-term substitute teachers shall have the right to introduce, present, discuss and analyze controversial materials in class consistent with the course content. Teachers 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. Long-term substitute teachers shall have the right to express their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the employer.
- C. The long-term substitute is responsible for the evaluation of students' work, the selection of appropriate learning materials, consistent with the course of study as they relate to course content in the presentation of materials to students, and the planning of lessons.
- D. The long-term substitute is responsible for the awarding of grades for the work students complete under their direction; quarter or semester grades may be issued by the regular certificated employee whenever that is possible.

ARTICLE XV EVALUATION PROCEDURES

A. TRADITIONAL SCHOOLS

A unit member may be evaluated by the Principal/designee.

1. When an evaluation takes place, a conference shall be held between the evaluator writing the evaluation and the unit member to discuss the evaluation. At that time, the unit member will be given the opportunity to add their written response to the evaluation form before signing it.
2. The evaluation and any written response of the unit member shall be included in the personnel file of the unit member.

3. Unit members will be provided with copies of the materials used for their evaluation. These instruments will be negotiated with the Union.

B. SCHOOLS WITH SITE-BASED MANAGEMENT

1. A school with site-based management may design its own evaluation procedure through the use of site-based management.
2. The procedure designed shall be submitted to the Superintendent and to the AFT Executive Board for approval as site-specific contract language.

ARTICLE XVI TEACHER ASSIGNMENT PROCEDURES

- A. The teacher of record shall name the substitute of their choice from the District's substitute list and notify the District Office of their choice. The District substitute list shall be maintained by the District and periodically updated. The list shall be available through the substitute management system. The list shall include teaching major(s)/minor(s) and other subject areas the substitute would be able to teach. The District shall replace the teacher of record with the named substitute whenever possible.
- B. Per diem and long-term substitutes will be called for work and assigned on a daily basis by the District Office. The number of days to be worked and the specific assignment of the per diem substitute will be determined by the District.
- C. Long term substitutes will be hired to take over the teacher of record's assignments in their entirety.
- D. The District Office will make every effort to secure a substitute teacher from this unit when the teacher of record has notified the District in a timely fashion that a substitute will be needed with the exception of teachers' requests. Day certificated unit members shall not be called on to substitute unless there is no unit member available on campus.
- E. When the teacher of record is absent for all of their classes, every effort will be made to hire one (1) substitute to substitute for that teacher's full assignment.
- F. Long Term subs may be assigned to more than one class and in the event more than one class is combined, long term subs shall be compensated the additional \$40 as Day Cert Unit members receive, with appropriate adjustments for block schedules (beginning 2024-2025, in future years, see [Stipend Salary Schedule](#)).
- G. Substitute Teachers will be allowed to apply for home teaching assignments if assignments have not been filled by Day Certificated employees or Early Retirees.
- H. Substitute teachers shall receive consideration for internal postings through the five (5) day site posting of available positions.
- I. If there is no specific request made by either the teacher of record or the site, the District will make every effort to contact available subs based on seniority for general classroom coverage. If there are available substitutes with credential authorization in activity areas (Career Tech. Ed., Lab Science, Visual and Performing Arts and Physical Education), the District reserves the right to assign substitutes without regard to seniority.

ARTICLE XVII MAXIMUM CLASS SIZE LIMITATIONS

The maximum class size policy adhered to by the District is detailed in the Day Certificated Unit agreements.

ARTICLE XVIII 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 XIX 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 XX EFFECT OF THE 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 XXI 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 XXII 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 XXIII JOINT COMMITTEES*

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

ARTICLE XXIV REOPENERS*

The Parties agree to the following reopeners for 24-25 and 25-26: Salary and Benefits articles and two (2) non-monetary articles for each year.

ARTICLE XXV DURATION*

This agreement and each of its provisions are binding and effective as of June 4, 2024 and shall continue in full force and effect until June 30, 2027.