

ARTICLE XXVI – Contract Agreement for Substitute Teachers

**SALINAS UNION HIGH SCHOOL DISTRICT
And
SALINAS VALLEY FEDERATION OF TEACHERS**

**CONTRACT AGREEMENT
For Substitute Teachers**

The Salinas Union High School District (District) and the Salinas Valley Federation of Teachers (SVFT) agree to the following in the provision of certificated substitute services for the District.

The following Contract language shall become Article XXVI of the SVFT-SUHSD Contract and shall be the sole provisions of the Contract applicable to substitute bargaining unit members.

A. Wages

The regular daily rate paid to a substitute teacher for teaching a full day shall be shown on the certificated salary schedule.

1. In the event that the substitute teacher is assigned to substitute for a teacher who is on a long-term leave of absence (at least twenty-five (25) consecutive days), the substitute teacher shall be paid a per diem rate based upon Step 1, Column 1 of the regular certificated employee salary schedule retroactive to the first day of the assignment. Retroactive pay is paid in the month following service.
2. A substitute teacher who has substituted for the District for fifty (50) cumulative days in one school year shall be paid a one-time bonus of \$500.00. A substitute teacher who has substituted for the District for one hundred (100) cumulative days in one school year shall be paid an additional one-time bonus of \$500.00. Substitute teachers who attend the substitute teacher in-service meeting will have that day count as one of the 50 days within a school year. Accumulated days do not carry over to the next school year.

3. A substitute teacher who works a partial day of no less than 3.5 hours (one half (1/2) the daily assignment) will have those hours count towards a full day credit as accrued days of service. Accumulated hours do not carry over to the next school year.

B. Credentialing Requirements

The following credentialing requirements apply to the use of certificated substitutes in compliance with the California Commission on Teacher Credentialing, the Administrator's Assignment Manual (Section H. Substitute Teaching), the California Administrative Code, Title 5, Education, Sections 80025, 80026, and the California Education Code, Sections 44225 and 44254.

1. Teachers employed under the "30-day Substitute Emergency Permit" can substitute no more than 30 days for any one teacher in the same school year, except in an emergency circumstance which includes but is not limited to times another credentialed substitute is not available.
2. Teachers holding a regular teaching credential, who substitute in an area not covered by their regular credential, can substitute only thirty (30) days for any one teacher in the same school year, except in Special Education classes where they can substitute for a maximum of twenty (20) days for any one teacher in the same school year.
3. Teachers who substitute in a subject not covered by their regular credential are eligible to substitute on a long-term assignment of over 30 days only if they have completed 15 units in that subject area, have passed CBEST and hold at least a Bachelor's Degree.

C. Hours

1. A fulltime daily assignment for a substitute teacher shall be seven (7) hours on site, which shall include six (6) teaching periods or equivalent block schedule at a comprehensive high school and at a middle school and all minimum days, collaboration days, days restructured for professional development, testing or other school activities. . A full time daily assignment at Mt. Toro High School, El Puente High School, or Community Day School shall be subject to assignment by the site

administrator. Substitutes will be provided with a thirty (30) minute duty free lunch. Partial day assignments for accrual purposes apply as above.

2. In the interest of maintenance of a viable substitute teaching roster within the District contracted substitute management system, all substitutes must work at least eight (8) cumulative days in each semester through the District contracted substitute management system in order for the substitute teacher to receive a Reasonable Assurance of Employment notice from Human Resources for the following school year.
3. The District shall maintain a separate list of teachers who do not wish to be included on the daily call list in the substitute management system. These teachers shall not be subject to the minimum days of service requirement as stated in C.2 of this same Article.

These teachers may be specialized teachers who seek long term assignments in a unique credential area. Unique teaching assignments include, but are not limited to, long-term assignments for leaves of absences such as maternity/paternity leaves and those assignments that require specialized credentialing and/or experience or teachers who are willing to substitute at a particular school site to fill an emergency need on an occasional basis.

D. Fulfillment of Assignments

A substitute who accepts an assignment and cancels or fails to complete the assignment on—more than two (2) dates shall not receive a Reasonable Assurance of Employment for the following school year under subsection C.2. and shall be removed from the substitute list for the remainder of the school year subject to the following criteria:

1. The District has been notified by the substitute at least one (1) week in advance of the rejection of the scheduled assignment. There shall be no consequences for a substitute teacher who cancels a scheduled assignment at least one week in advance of the scheduled start date.

OR

2. If a physician verification of illness is received within three (3) working days of the starting date scheduled assignment. Substitute teachers may cancel an assignment due to personal illness or personal necessity up to 6:00 PM prior to the starting date of the scheduled assignment. However, after two (2) cancellations due to personal illness within a given school year, the District may request verification by a physician within three (3) working days of the starting date of the cancelled assignment. No more than three (3) rejections of an assignment may be made due to illness verified by a physician within one (1) school year.

E. Disciplinary Procedure

When a substitute teacher receives a negative evaluation report or complaint from a teacher, the District shall notify the substitute. The substitute teacher shall contact the site administrator to schedule a meeting. The site administrator may require the complaining teacher to be present at the meeting with the substitute. The substitute teacher shall have the right to have a union representative present at the meeting. The substitute shall have an opportunity to review the complaint prior to the meeting and to provide additional information at the meeting regarding the negative report/complaint. Failure of the site administrator to comply with this provision shall be subject to Article III – Grievance Procedure through Level III.

1. Informal Complaints

If an informal complaint occurs outside of the criteria listed paragraph 2 a-h below, the administrator in charge may hold an informal meeting with the substitute teacher, if it is deemed necessary by the site administrator, and a conference summary may be provided. The substitute teacher shall have the right to union representation, if requested. No substitute teacher shall be blocked for the first informal complaint in a given school year. A substitute teacher may be blocked from a specific school site upon subsequent informal complaints within the same school year about the same or similar issue pending a resolution with the site administrator.

2. Formal Complaints

The criteria for determination of a formal complaint which may include negative substitute evaluation reports shall be based upon the discretion of the site Principal and shall include, but not be limited to:

- a. District or teacher's Discipline standards not maintained
- b. Failure to complete daily lesson plans without mitigating circumstances
- c. Failure to cover the regular teacher's "other contractual duties" specified in the lesson plan
- d. Use of abusive, intimidating or foul language
- e. Use of physical restraint or force
- f. Dereliction of supervisory duty
- g. Violations of California Education or Criminal Code
- h. Violations of Board Policy

3. Complaint Procedure

The following steps shall be followed in the case of any complaint made about a substitute teacher.

- a. If there is a complaint by school staff or a community member about a substitute teacher's work, the substitute teacher evaluation form should be completed and submitted to the administrator in charge
- b. The administrator in charge shall provide a copy of the substitute teacher evaluation form to the substitute teacher to communicate that there has been a formal complaint filed, including the date and the name of the classroom teacher. The substitute teacher may request a meeting with the principal/designee within ten (10) working days of the complaint being filed. The substitute teacher shall have the right to union representation at this meeting

- c. If necessary, disciplinary action will be taken by the Assistant Superintendent of Human Resources. The substitute teacher will meet with the principal and Assistant Superintendent of Human Resources as soon as possible. The substitute teacher shall have the right to present any and all information relevant to the complaint at this time. The substitute teacher shall have the right to union representation at this meeting
- d. Within fifteen (15) working days, the Assistant Superintendent of Human Resources will provide the substitute teacher with a written response in regards to the resolution of this incident. Such response should include any specific disciplinary action taken
- e. Any formal complaint or complaint found under criteria E.2.a-c of this Article that is not made within fifteen (15) working days shall not result in a block from the specific school site

4. Blocks.

A block is the prohibiting of a substitute teacher to work at one or more school sites as a result of disciplinary action(s). Blocks shall be instituted according to the following criteria in the Substitute Teacher Complaint Procedure outlined in Article XXVI.E above:

- a. For informal complaints: Blocks may be instituted per E.1 above
- b. For criteria found in E.2.a-c above: a block at a school site may be instituted pending a resolution to the formal complaint
- c. For criteria found in E.2.d-h above: a block at all school sites shall be implemented except in the case of criterion E.2.e, only where it can be demonstrated that the use of physical restraint was necessary to prevent a fight and/or prevent serious physical harm to a student or others
- d. No block at any school site resulting from a complaint under criteria E.2.a-c shall continue for

more than one (1) month or 23 school days if the site administrator has not met with the substitute teacher

- e. A substitute teacher who has received two (2) blocks as a consequence of complaints, which have been verified through investigation may be subject to any of the following discipline consequences at the discretion of the district:

- i. Probation
- ii. Suspension from district call list
- iii. Permanent blocks at one or more sites
- iv. Termination per subsection H

F. Evaluation

A substitute teacher shall submit a daily report on the form which is attached as Appendix R of the SVFT-SUHSD Bargaining Unit Contract. Each substitute teacher shall receive a daily report from the regular classroom teacher for whom the substitute teacher is covering. The form used is attached as Appendix S. Upon request by the substitute teacher, the District shall schedule an annual evaluation meeting with the substitute teacher.

G. Service Fee

The District shall deduct a service fee from the pay due to the substitute at the end of each month of teaching service for payment to SVFT as a fee for service under the provisions used in Article VIII of the SVFT-SUHSD Contract.

1. SVFT shall submit all necessary forms and information to the District's Payroll Division to enable the District to shall submit all necessary properly process payment to SVFT. Any substitute teacher who, because of religious beliefs and/or affiliations, cannot pay fees to a union may select either the United Way or a scholarship fund of the District.
2. SVFT shall indemnify and fully hold the District harmless from any and all loss including attorneys' fees for the District's implementation of this paragraph.

H. Health and Welfare Benefits

A substitute teacher may at her/his own expense participate in the District's group dental and vision insurance program by paying the cost of coverage to the District.

I. Release of Substitutes

The district has the right to release a substitute teacher at any time from the district employment at its discretion. (Administrative Regulation 4121, Education Code 44953)

J. Application of SVFT 7-12 Collective Bargaining Agreement

The only provisions of the collective bargaining agreement between SVFT and the District that apply to the substitute teachers shall be:

1. Article III - Grievances: Substitute teachers may utilize Article III-Grievance Procedures only up to and including Level III as expressly provided herein.
2. Article VIII - Service Fee
3. Article XV - Safety Conditions of Employment
4. Appendix A - Bargaining Unit
5. Appendix T - Substitute Teacher Salary Schedule
6. Appendix G - Assault on Staff
7. Appendix R - Substitute's Report to Teacher
8. Appendix S - Teacher Report on Substitute

I. Retired Teachers from SVFT Local 1020:

1. Those teachers who retired from the District as members of the Bargaining Unit and whose most recent overall evaluation rating was "Proficient" or "Distinguished" shall be automatically included on the list of District substitute teachers upon written request from such teachers to the Assistant Superintendent of Human Resources, in compliance with the State Teachers Retirement System. Teachers who retired under threat of discipline shall not be included under this subsection.

2. A retired teacher is one who has retired from the District and is receiving a pension from the State Teachers Retirement System.
- K. SVFT may select a substitute teacher as one of its three representatives to the Labor Management Committee. Otherwise, this document shall be the exclusive collective bargaining agreement affecting substitute teachers.