

Salinas City Elementary School District

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MASTER AGREEMENT

BY AND BETWEEN

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

UNITED SUBSTITUTE TEACHERS UNION

JULY 1, 2018 — JUNE 30, 2020

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**Master Agreement
Between
United Substitute Teachers Union
And the
Salinas City Elementary School District**

**ARTICLE I
AGREEMENT**

1. The articles and provisions contained herein constitute a bilateral and binding Agreement between the Board of Trustees of the Salinas City Elementary School District (hereinafter referred to as the "District") and the United Substitute Teachers Union (hereinafter referred to as the "USTU)," an affiliate of the Salinas Valley Federation of Teachers, AFT Local 1020.

**ARTICLE II
DEFINITIONS**

School Site: Any work location where an employee covered by this Agreement may be employed to perform substitute service for a regular certificated teacher.

Principal: The chief administrator of a school site acting on behalf of the district.

Union Representation: Any person upon whom the USTU has conferred authority to act on behalf of the union.

Workday: Day during the regular school year when classes are in session.

Substitute Teacher: A teacher performing substitute services for a regular certificated teacher on a daily or long-term basis.

Grade Level Release Teacher: a teacher performing substitute service as a release teacher, providing lessons from TK-6th grades in a variety of core and enrichment curriculum.

Early Retiree Substitute Teacher: SCESD teachers who retire under the provision of Article VI. (Early Retirement) of the SCESD-SCESDTA contract shall continue to be compensated for substitute service at the rate specified under Article VI. This rate shall be specified yearly as the Early Retiree Substitute Rate.

SCESD employees performing substitute service shall be covered by all terms and conditions of the USTU contract except as specifically noted above with regard to compensation and are members of the substitute bargaining unit.

Regular Certificated Teacher: Refers to classroom teachers, whether temporary, probationary, or permanent, and for whom a substitute teacher performs substitute service.

Daily Rate: The amount of daily compensation paid to a substitute teacher for a full day of substitute service in the classroom on an occasional basis.

Sixth Day Rate: The amount of daily compensation paid to a substitute teacher beginning on the sixth (6th) consecutive day of an assignment substituting for the same regular certificated teacher.

Long-Term Rate: The amount of daily compensation paid to a substitute teacher working on an assignment for more than twenty-five (25) consecutive days.

ARTICLE III DISTRICT RIGHTS

1. District Rights, Power and Authority

Except as limited by the specific and express terms of this Agreement, the District shall retain all of its powers and authority, and the use of judgment and discretion in connection therewith, to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization, direct the work of its employees, determine times and hours of operations; determine the kinds and levels of service to be provided, and methods and objectives; insure the rights and educational opportunities of students; to establish educational policies, goals, and objectives; determine the staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop and implement budget and budget procedures; determine the methods of raising revenue; contract out work; hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees; and take actions which the district deems appropriate to comply with the Americans With Disabilities Act.

2. Declaration of Emergency

The District management retains its right to amend or modify provisions of this agreement in cases of emergency for the duration of the emergency. An emergency shall include but not be limited to a sudden occurrence or set of circumstances demanding immediate action by the District related to a local, state, or national matter. The District management shall notify the USTU of an emergency as soon as possible and agrees to meet and discuss with the USTU, upon written request, the reasons for declaring the emergency and the contract provision affected.

3. Support of Agreement

It is agreed that there will be no strike or work stoppage during the term of this agreement by the USTU related to any provision of the agreement which is not subject to bargaining during the term of the agreement. The USTU recognizes the duty and obligations of its representatives to comply with the provisions of this agreement and to advise all unit members of their obligation to do so.

ARTICLE IV UNION RIGHTS

1. The USTU and its members shall have the right to make reasonable use of District facilities for organization meetings consistent with past practice between the District and other employee bargaining units. This shall include the right to post notices of

activities and matters of USTU concern on a bulletin board space provided by the District, at least one of which shall be accessible at each school site in an area frequented by substitute teachers.

2. The District shall furnish the USTU such reasonable information as is necessary to allow the USTU to carry out its functions as exclusive representative, including names, addresses, and telephone numbers of current substitute teachers employed by the District. Such information as is readily available shall be furnished at no cost to the USTU. If such information requires personnel or material costs beyond normal procedure, or the normal conditions of negotiations, the cost will be documented and the USTU can be billed.
3. One copy of each Board of Trustees agenda shall be sent to the USTU in advance of each regular Board of Trustees meeting.
4. Copies of all agreements and addenda thereto between the District and the USTU shall be distributed to each employee covered by this agreement. Substitute teachers shall be given a copy of this agreement and an application packet for union membership upon beginning employment with the District.
5. The District agrees to meet with the union after ratification of this, or any other agreement for the purpose of proofreading the agreement. The agreement shall be printed at District expense. Copies of this agreement shall be furnished to the principal at each school site.

ARTICLE V RECOGNITION

The USTU is hereby recognized by the District, pursuant to certification by the Public Employment Relations Board in October, 2004, as the bargaining agent for substitute teachers performing daily and long-term substitute service in the District.

ARTICLE VI Union Membership and Dues

1. Subject to the rules, procedures and bylaws of USTU, each bargaining unit member who joins USTU shall pay such membership fees and dues as provided for in USTU's schedule of payments.
2. The USTU shall notify the District of the appropriate amounts of membership dues and any changes thereto in writing.
3. The USTU shall submit all necessary forms and information to the District Business or Personnel Office. Each new substitute teacher employed by the District shall be supplied with a USTU-provided packet including a union membership form and an explanation of membership dues.
4. The District shall submit to the USTU each month an alphabetical list of all members of the bargaining unit that will also include those USTU members who are paying dues and the amount paid, and indicating any changes in personnel from the list previously furnished.

5. The USTU shall indemnify fully and otherwise hold harmless the District in the enforcement of this article.

ARTICLE VII COMPENSATION

1. Beginning on September 1, 2018 the daily rate of pay as defined in Article II. shall increase from \$148 to \$152 per day.
2. Beginning on September 1, 2018 the 6th – day rate of pay as defined in Article II. shall increase from \$158 to \$163 per day.
3. Beginning on September 1, 2018, the long term rate of pay shall increase from \$241.00 to \$248.00 per day.

ARTICLE VIII GRIEVANCE

1. Definitions:

- A. A “grievance” is a formal written allegation by a substitute teacher that she/he has been adversely affected by a violation of the specific provisions of this agreement. Actions to challenge or change the policies of the District as set forth elsewhere outside the scope of this agreement must be pursued through other procedures by the substitute teacher.
- B. A “grievant” may be any substitute teacher covered by this agreement.
- C. A “day” is any day in which the District offices are open for business, with the exception of winter and spring breaks.
- D. The “immediate supervisor” shall be either the principal at the school site, if the issue concerns a workplace issue related to the substitute teacher’s substitute service at the school site, or the Director of Personnel Services if the matter concerns pay, assignment, or issues not arising from circumstances at the school site where substitute service was performed.

2. General Provisions:

- A. Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
- B. Records: All records of the proceedings shall be kept by the District in a separate file.

- C. Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- D. Time Lines: Time lines may be modified by mutual agreement between the District and the USTU. Failure by the grievant to appeal a decision by the District at any level within the specified timelines in the grievance procedure shall be deemed an acceptance of the decision.
- E. Representation: The grievant shall have the right to be represented by a USTU representative at all levels of the grievance.
- F. Administrative Direction: The grievant shall comply with the administrative directions which are the subject of the grievance until the grievance procedure has been exhausted.
- G. Pay: The employee, his/her representative, and relevant witnesses who are required to absent themselves from duty to attend grievance conferences shall not suffer any loss of pay.

3. **Procedure:**

Informal: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

Level 1 – Formal: An aggrieved employee shall first submit his/her alleged grievance within fifteen (15) days after she/he knew or should have known with due diligence of the alleged violation to her/his immediate supervisor in writing. This shall be a clear concise statement of the grievance, the circumstances involved, any decision rendered at the informal level, and the specific remedy sought.

The immediate supervisor shall notify the grievant of his/her decision no later than ten (10) days after submission of the grievance.

Level II: If the grievant is not satisfied with the decision at Level I, she/he may appeal the decision on the appropriate form (if any) to the Superintendent, or her/his designee, within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and clear concise reasons for the appeal.

The Superintendent, or her/his designee, shall communicate his/her decision within ten (10) days of receipt of the appeal, or within ten (10) days of any meeting with the grievant to discuss the grievance, whichever comes later.

Level III: If the grievant is not satisfied with the decision at Level II, she/he may appeal the decision to the Board of Trustees of the District. The grievant shall submit a written statement, including copies of the original grievance, the appeal, the decisions rendered, and clear concise reasons for the appeal. The grievant, or her/his designated union representative shall be afforded an opportunity to address the Board of Trustees regarding the grievance.

**ARTICLE IX
HOURS OF EMPLOYMENT AND ASSIGNMENT**

1. **Workday**

A. Substitute teachers will be required to report to the office of the school site to which they are assigned twenty (20) minutes before the class bell marking the beginning of class for students. Upon reporting, substitute teachers shall be given the regular teacher's current supervision duty assignment, if any, and a copy of the rainy day schedule for the site, if said schedule applies that day. The substitute teacher workday shall end 15 minutes after the student dismissal bell, provided that the classroom is left in the order specified by the classroom teacher, where feasible, and provided that the substitute teacher turns in keys and any required substitute teacher reports or other materials to the office before departing the school site for the day.

B. **Lunch**

Substitute teachers shall be entitled to the same duty free lunch as the regular teacher, except in the event of a special schedule or rainy day. This is a minimum of 30 minutes.

C. **Breaks**

Substitute teachers shall have a minimum ten (10) minute break at some point during the morning class session (before lunch). It shall occur, when possible, at a break time which is already part of the school site's daily bell schedule. Substitutes may use the bathroom if necessary during the afternoon session provided that they follow the school site procedure for classroom coverage while they use the bathroom.

D. **After-Hours Assignments**

The substitute teacher's workday shall not include any teaching assignments performed by the regular teacher after the regular day. A substitute teacher may voluntarily agree to undertake such assignment at the conclusion of the school day, in which case the substitute teacher shall be paid the same extra-contract rate of pay for the work as the regular teacher.

2. **Assignment**

A. Substitutes with a job number given for accepting a specific assignment shall be assigned to the class specified in the job number at the school site unless the job is cancelled before 7 a.m. on the morning of the assignment. If a substitute teacher shows up at the school site with the job number and is informed that the job has been cancelled, the District may assign the teacher to an alternate assignment for that day. In cases where the alternate assignment is at another school site, the substitute teacher shall be compensated for the one-way mileage to that school site as specified in Article V, Compensation.

B. Grade-Level Preference

Substitute teachers may indicate a grade level preference. A substitute teacher who accepts an assignment based on an incorrect grade level specification given by the substitute caller system is entitled to refuse the assignment or accept an alternative assignment for the day. If an alternative assignment is assigned at a different site, the substitute shall receive mileage as defined by the IRS Standard Mileage Rate.

C. Workday Duties

- 1) Substitute teachers shall follow the lesson plans supplied by the classroom teacher and/or modified by direction of the principal. Where the lesson plans are inadequate, or the materials, facilities, or training needed (e.g., computer lab instructions) are not available, the substitute teacher shall contact the principal for direction.
- 2) Substitute teachers shall perform the required supervisory duty assigned to the regular teacher for the day, unless the substitute teacher is not informed of the existence of that duty by the office or specified in the teacher's lesson plans.
- 3) Substitute teachers shall follow the prescribed disciplinary procedures of the District and the school site, and the disciplinary procedures specified by the classroom teacher. Where no disciplinary procedures are specified by the classroom teacher, the substitute teacher shall mirror the apparent standards of the classroom subject to the prescribed disciplinary standards of the district and the school site.
- 4) Substitute teachers shall have the right to request support from school site administration regarding disruptive students. The removal of disruptive student from the classroom is subject to the provisions of the Education Code. In involving the removal of a student, the substitute teacher shall be required to submit any report regarding the incident required by the District to the principal, unless such requirements are waived by the principal. In waived cases, the substitute teacher shall report the incident in a note to the regular teacher.
- 5) No substitute teacher shall engage in any personal activities, including use of computers for personal reasons, telephone or cell phone use, except during break times listed in section 1A, and only in a manner conforming to school site or District policy as it applies to regular teachers.

6) Long-Term Substitute Duties

Substitute teachers being paid the long-term substitute rate shall incur, in addition to the duties above, the responsibility of creating lesson plans, where assigned, the grading of student work, and all other contractual duties required of a regular teacher for the duration of the assignment.

7) Voluntary Call-In System

The District shall begin work on the establishment of a job availability system into which substitute teachers may call in advance to learn of and apply for available substitute work for the following days.

ARTICLE X COMPLAINT PROCEDURE

Substitute teachers shall have limited rights to due process where complaints about the professional performance or completion of a substitute teacher's employment-related responsibilities are concerned, as described below.

Substitute teachers shall have the right to union representation in any conference regarding any professional performance or completion of employment-related responsibilities.

1. Minor Complaints:

For minor complaints, the Principal at the school site or the substitute supervisor shall attempt to resolve the matter informally within 20 work days. No written record will be kept if the matter is resolved. If it is not resolved, it will become a formal complaint. During this time the substitute teacher may not be blocked from assignments at other sites. A minor complaint shall be defined as any complaint not falling under section 2.A below.

2. Formal Complaints:

No formal complaint shall be deemed to have been filed regarding a substitute teacher's professional performance or completion of employment-related responsibilities unless a complaint has been received in writing from the teacher in whose class the substitute teacher was working, the principal, or the Director of Personnel or designee. Substitute teachers who have received a formal complaint under criteria A.1-3 shall not be blocked from assignments at other school sites while the complaint is being processed unless a second formal complaint is received on the same issue. Any complaint regarding criteria A.1-3 not made within 15 work days shall be dropped by the district.

A. Formal complaints shall include the criteria listed below:

- 1) Failure to maintain apparent discipline standards. The substitute teacher shall be expected to reasonably maintain classroom standards as specified by the teacher, as well as school standards.
- 2) Failure to complete specified lesson plans, unless needed materials or resources are not available or other justifiable external interruptions in the instructional day occur. The substitute shall be responsible for making a good-faith effort to get assistance from a specified teacher or the Principal when resources are missing.
- 3) Failure to complete specified recess, lunch, or other supervision duties of the regular teacher, unless the lesson plan failed to specify such.

- 4) Use of physical restraint or force, where restraint was not necessary to prevent an injury to another child or adult.
- 5) Use of abusive, intimidating or foul language with children or adults, or use of abusive or humiliating disciplinary methods in the classroom.
- 6) Dereliction of supervisory duty in the classroom.
- 7) Conduct of personal activities during the workday while not on break or lunch.
- 8) Discussions of religious or political beliefs that are not part of the adopted curriculum, unless it is a brief, specific, appropriate response to a student's request for information.
- 9) Violations of Board Policy, the California Education or Criminal Codes.

3. Complaint Procedure:

- A. The Principal in charge of a school site or the Director of Personnel Services or designee shall contact the substitute teacher to communicate that a formal written complaint has been filed, specifying the date, the teacher in whose room the substitute teacher was serving, and the school site. The substitute teacher may meet with the Principal or Director of Personnel Services as specified within ten (10) work days after notification of the complaint.
- B. If necessary, no assignments may be given during the complaint review process.
- C. The substitute teacher will meet with the Principal and/or the Director of Personnel Services as soon as possible. At the meeting the substitute teacher shall have the right to present any and all material relevant to the complaint and to have it considered, and to hear the substance of the complaint and evidence in cases where prosecution under the California Education or Criminal Codes is not being considered.
- D. Within ten (10) work days of the meeting, the Director of Personnel Services or designee shall provide the substitute teacher with a written response in regard to the incident about which the complaint was filed. Such response shall specify any disciplinary action to be taken. The complaint, the Director of Personnel's response to the complaint, and any written response or rebuttal that the substitute teacher wishes to attach shall be placed in the substitute's personnel file.
- E. A substitute teacher may be terminated for just cause due to documented unsatisfactory work performance or documented unprofessional conduct with student, staff and/or community members participating in the District, and according to the provisions of the California Education Code pertaining to substitute teachers.

ARTICLE XI
PAID SICK LEAVE

1. Each bargaining unit member who has been employed by the District thirty (30) or more days within any academic school year, and is employed as a substitute by the District on or after July 1, 2015, shall receive District-paid sick leave.
2. Such bargaining unit member shall earn one (1) hour of paid sick leave for every thirty (30) hours worked. Accrual begins on the first day of employment.
3. A bargaining unit member shall be entitled to use in one (1) year up to three (3) days of accrued leave. A bargaining unit member shall be entitled to use accrued, paid sick leave beginning on the thirtieth (30th) day of District employment, after which day the employee may use paid sick days as they are accrued.
4. Accrued paid sick leave may be used in increments of half (1/2) days equal to three (3) hours or one (1) full day equal to six (6) hours.
5. Accrued paid sick leave shall be carried over to the next academic school year, and shall be capped at thirty-six (36) hours or six (6) days for bargaining unit members. For accrued paid sick leave hours, the District shall make payment to the member on the supplemental payroll date following the last instructional day of the school year unless the employee elects to carry over the accrued paid sick leave. The employee shall notify the District by May 15 of their choice to carry over paid sick leave into the following school year.
6. The District shall not refuse to hire or assign a bargaining unit member to any assignment, in order to deny that employee the opportunity to accrue or receive paid sick leave benefits.

ARTICLE XII
DURATION OF AGREEMENT

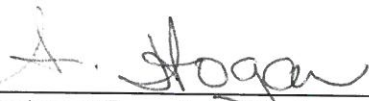
1. The 2018-19 school year shall be the first year of a two year contract between the District and the USTU, extending through the 2019-2020 school year, and ending on June 30, 2020.
2. Negotiations for the 2020 - 2021 school year shall begin no sooner than January 1, 2020. The District and the USTU may each sunshine up to two articles in the SCESD/USTU contract for negotiations.

Signed and entered into this 11th day of November, 2018.

Salinas City Elementary School District

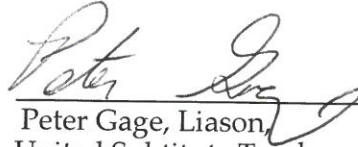


President, Board of Education



Assistant Superintendent,
Human Resources

United Substitute Teachers Union



Peter Gage, Liason,
United Substitute Teachers Union