

RIALTO UNIFIED SCHOOL DISTRICT

SUBSTITUTE AGREEMENT

WITH

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 9588



JULY 1, 2021 THROUGH JUNE 30, 2024

Effective 7.1.2021

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## **ARTICLE I – RECOGNITION**

### **Section 1 – Union’s Representation Unit**

The Rialto Unified School District hereby acknowledges the Communications Workers of America, Local 9588, hereby after referred to as Union, as the exclusive bargaining representative for all substitute teachers who are not represented by the Rialto Education Association.

### **Section 2 – Exclusions**

All other employees employed by the district including management, supervisory and confidential employees.

## **ARTICLE II – DISTRICT RIGHTS**

### **Section 1 – District Powers, Rights, and Authority**

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the right 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 District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take any action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

### **Section 2 – Limitation**

Substitute teachers shall not be required to cross another Union’s picket line.

## **ARTICLE III – UNION RIGHTS**

### **Section 1 – Facilities**

The Union shall have the right to use District facilities at reasonable times, providing that requests for the use of facilities shall be submitted on regular District forms provided for such use and subject to provisions of the Civic Center Act.

## **Section 2 – Reasonable Time**

For the purpose of this Article, “reasonable time” shall be defined to mean not interfering with or interrupting the instructional program and/or operational program.

## **Section 3 – Communication**

The Union shall have the right to post notices of Union concern on designated bulletin boards, at least one of which shall be maintained in each work location in the area frequented by unit members. A notice must be dated and must identify the person and organization responsible for its promulgation. This space will be visible to all unit members and objects will not block its view. The designated space will only contain CWA Local 9588 information. Union notices will be placed by site secretaries of the District.

## **Section 4 – Rights of Access**

Authorized Union representatives shall, in accordance with the conditions noted herein, have the right of reasonable access in District facilities for the purpose of contacting unit members and translating lawful Union business. Upon arriving at a school site, any representative shall first report to the office of the site administrator to announce his/her presence. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours, such as, breaks, duty-free lunch periods, and before and after school.

## **Section 5 – Bargaining Unit Information**

The District shall include membership application forms in the hire packet provided to new unit members. The Union and District shall share the cost for the printing and distribution of the negotiated contract. The District shall maintain a copy of the contract on their web site. In addition, the District will provide twenty (20) copies to the Union every year there is a change in the contract. Each quarter the district shall provide an updated list containing each substitute teacher, his/her current address, telephone number, and email address. The Union will be provided within ten (10) work days the name of the substitute removed from site/classroom due to disciplinary reasons. Each June a list of negative evaluations received during the school year, categorized by type and site (no names), will be given to CWA. The District shall provide a list of substitute teachers to the Union by October 15<sup>th</sup> of each year.

## **Section 6 – Release Time**

The Union shall be granted release time with pay for up to ninety (90) hours per school year for Union representation, including, but not limited to contract negotiations, new substitute orientations and Extended Cabinet, LCAP and LCFF meetings. Paid release time, other than contract negotiations, is approved for Monday through Friday during normal substitute teaching hours.

The Union shall notify the District in writing the name of the Union Representative to be released under the provision of this section during the month of June of each year; or in the case of a designee, five (5) days prior to the effective date of the release.

## **ARTICLE IV – UNION SECURITY**

### **Section 1 – Payroll Deduction of Membership Dues**

Any substitute under Article I, Section 1 who has applied for Union membership, may sign and deliver to the District on the Payroll Deduction form supplied by the District an assignment authorizing deduction of membership dues, initiation fees and general assessments to the Union. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period that commences thirty (30) days or more after submission to the District's Payroll Office.

### **Section 2 – Remitting Dues and Service Fees**

With respect to all sums deducted by the District pursuant to Sections 1 above, whether for membership dues, the District agrees to promptly remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made.

### **Section 3 – Information**

The Union shall furnish any information needed by the District to fulfill the provisions of this Article.

### **Section 4 – Indemnification**

The Union shall indemnify, defend and hold harmless the District, the District's Board of Education, including each individual School Board Member and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties, or awards, resulting from any court arbitrator, or PERB order, judgment, or settlement that may arise by reason of, or resulting from the operation of this Article in this Agreement. The Union shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation. Upon commencement of such legal action, the Union shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Union because of such action shall or shall not be compromised, resisted, defended, tried or appealed. The Union's decision thereon shall be final and binding upon all Parties protected by this Section 6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education or any individual protected by this Section of any claim against the Union for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party,

the District shall inform the Union and provide the Union with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Union's legal counsel with documents and information reasonable related to providing a defense.

## **ARTICLE V – CITIZENS' COMPLAINT PROCEDURES**

### **Section 1 – Investigation**

Complaints deemed serious by the District filed against unit members shall be investigated by the District and the unit member shall be informed of this complaint. Unit members shall be advised of their rights to Union representation.

### **Section 2 – Exclusions**

Notwithstanding any other provision herein, this Article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under State or Federal law, including but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

## **ARTICLE VI – UNIT MEMBER'S RIGHTS**

### **Section 1 – Physical Examination**

The District shall pay any or all fees charged by the District clinic for intradermal tests to detect Tuberculosis as required by the District. Union members who must provide x-rays, or choose to provide intradermal or survey certification clearances from personal physicians will do so at their expense. Additional expenses resulting from use of private medical facilities shall not be borne by the District. Such physical examination will be required as prescribed by the San Bernardino County Health Officer or State Law.

### **Section 2 – Removal From Substitute System**

In the event a decision is made to remove a substitute from the Substitute System, the District shall notify the employee within five (5) workdays from the date of the removal. The unit member will be provided the reason(s) for removal. The unit member has the right to write a response and meet with the Director of Certificated Human Resources. If the employee is not satisfied with the reason(s) provided, he/she may request a review of the decision by the Assistant Superintendent, Human Resources.

### **Section 3 – Workplace Training**

Unit members will be paid for all District-sponsored workplace trainings authorized for substitute teachers.

The school district shall collaborate with the union on training subjects prior to the new school year with continual discussions on training subjects throughout the year.

#### **Section 4 – Health and Benefits**

- A. Qualified unit members will receive health care according to Covered California Law and the Affordable Health Care Act.

A teacher-in-training will receive health care coverage on the first of the month following the start of the assignment.

- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014.

- C. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for bereavement leave, not to exceed three days, for the following immediate family members:

Mother	Uncle	Spouse	Daughter
Stepmother	Grandmother	Domestic Partner	Daughter-in-law
Father	Grandfather	Son	Brother
Step-father	Grandchild	Son-in-law	Sister
Aunt			

- D. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for personal necessity leave, not to exceed three days/18 hours, for any of the following:

- Death of a relative who is not covered under bereavement
- District employee or a student of the Rialto Unified School District
- A close friend
- An unforeseen crisis involving the unit member's property. Such crisis must be serious in nature, involve circumstances the unit member cannot disregard, and require the attention of the unit member during the member's assigned hours of service

Personal Necessity shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled for the school year.

The unit member will be subject to appropriate discipline if the Personnel Necessity Leave is used for purposes other than the above circumstances.



## **ARTICLE VII – GRIEVANCE PROCEDURE**

### **Section 1 – Definition**

- A. A grievance is a written allegation by a Union member(s) or the Union that he/she/they has/have been adversely affected by an alleged violation, misrepresentation or misapplication of a provision of this Agreement.
- B. Immediate supervisor is the lowest level administrator having jurisdiction over the grievant.
- C. “Day” means school day during which students are required to be in attendance.

### **Section 2 – General Provisions**

- A. Every Union member shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in the Article shall be construed to prevent any individual unit member from discussing a problem with an agent of the District and having it resolved without a grievance as provided herein.
- B. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal.
- C. Any Union member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Union, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- D. Hearing and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend a will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District shall not release without loss of pay more than one (1) unit member representative per grievance.
- E. Any investigation or other handling or processing of a grievance by a grievant or Union shall be conducted so as to result in no interference with, or interruption of the instructional program.

### **Section 3 – Levels of Grievance Procedure**

- A. Level I: Any unit member who has a grievance shall reduce such matter to writing within ten (10) days after the unit member has knowledge, or reasonably should have knowledge, of the event that caused the grievance and submit it to the immediate supervisor who shall meet with

the unit member and/or a Union Representative, in an attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within ten (10) days after submission of the grievance into Level I.

- B. Level II: If the grievance is not resolved in Level I, a written notice of appeal to Level II shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the unit member and/or his/her representative and the superintendent or his/her designee and whomever else the Superintendent or his/her designee elects to be present. Such meeting and a response in writing by the District will be made within ten (10) days after submission of the grievance into Level II.
- C. Level III: If the grievance is not resolved at Level II, a written notice of appeal to Level III (mediation) shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level II. In this event, Personnel Services shall, within ten (10) days, submit to the California State Mediation and Conciliation Services a request for services of a mediator.
- D. Level IV: If the grievance is not satisfactorily resolved in Level III, the Union may, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to final and binding arbitration. Within the ten (10) days following the receipt of the Union's notice of intent to submit the grievance to arbitration, the district shall request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the Parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator. The cost of the arbitrator's services shall be borne equally by the Union and the district. The arbitrator shall have no authority to add to, subtract from, or to alter, amend or change any of the terms and conditions of this Agreement. The arbitrator's decision must be limited to the specific issue or issues submitted to him/her and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement. The arbitrator's decision shall be final and binding.

#### **Section 4 – Waivers**

- A. Any of the time limits set forth in this Article may be waived by written agreement between the Parties.
- B. Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

#### **Section 5 – Union Representation**

Designated Union representatives shall be provided reasonable release time with no break in service for processing grievances to the extent required by law. The names of the designated union representatives, not to exceed seven (7) shall be provided to the Superintendent or designee by July 15<sup>th</sup> of each school year. Whenever possible, the processing of grievances shall be conducted

during non-work time. In the event that release time is necessary for the long-term substitute teacher, the Union shall provide 24-hour prior written notice to the site administrator.

## **ARTICLE VIII – PERSONNEL FILES**

### **Section 1 – Inspection**

Materials in the personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for inspection of the persons involved. Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

### **Section 2 – Access**

Every Union member shall have the right to inspect such materials, upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

### **Section 3 – Release of Materials**

Upon written authorization by the Union member, a representative of the Union shall be permitted to examine materials in the unit member's personnel files as set forth in Section 1 of this Article.

### **Section 4 – Copies of Materials**

Union members shall be provided at no cost a single copy of any materials placed in the personnel file, up to five pages in length. Additional copies of the same documents, or copies over the five-page limit, will be provided at a cost of ten cents (.10) per page.

### **Section 5 – Derogatory Material**

Information of a derogatory nature shall not be entered into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment. A unit member shall have the right to enter and have attached to any derogatory statement his or her own written comments. All such material shall be signed and dated by the person who drafted the material. All district initiated written correspondence to a unit member regarding complaints shall be copied to the elected Union representative.

### **Section 6 – Confidentiality**

Material in personnel files shall be considered confidential. Access to personnel files shall be limited to the Union member and the Union member's representative as set forth above in this Article, and to those individuals authorized by the Associate Superintendent, Personnel Services.

Such access shall be on a need-to-know basis as determined by the Associate Superintendent, Personnel Services.

### **Section 7 – Log**

The District shall keep a log showing the name and date in which a personnel file was examined by individuals other than employees assigned to Human Resources and Employee Relations. The log shall be available for examination by the unit member or union representative, if so authorized by the Union member.

### **Section 8 – Commendations**

Educational commendations, awards, and citations received will be entered in the employee's file.

## **ARTICLE IX – PROTECTION AND SAFETY**

### **Section 1 – General**

The District shall make every reasonable effort to provide a place of employment that is safe as the nature of the employment and assigned duties reasonably permit per Ed Code and District policy.

### **Section 2 – Safety Equipment**

The District shall provide safety equipment reasonably necessary to permit unit members to perform assigned duties safely.

### **Section 3 – Student Behavior and School Information**

- A. A unit member may exercise, during performance of his/her duties, the same degree of physical control over a pupil that a parent would be legally privileged to exercise; but in no event shall it exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. Under such circumstances, the unit member must act in a reasonable and prudent manner with mature judgment.
- B. The District shall encourage a substitute folder for each classroom and virtual classroom. The substitute folder shall be maintained by the teacher and the onsite administrator. The substitute folder shall include, as necessary:
  - Emergency Lesson Plans & Information
  - Current Bell Schedules – Regular, Minimum, Modified, Inclement Weather
  - School Map, Discipline procedures
  - List of Team/Buddy Teachers
  - Current Class Roster

- List of elementary students exchanged during the day
- Seating charts (with photos when available)
- List of students with special needs, interventions, RSP, Music, Cafeteria Workers, Special testing, Speech, Adaptive PE, Medications
- Whole class activities PE, Library, Assembly, Computer
- Site phone lists and phone use instructions
- Referral forms (low/high)
- Name and Role of Aides in the classroom
- Release process- bus, after school program, parent pick-up

#### **Section 4 – Unsafe Conditions**

It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report unsafe conditions to their supervisor and/or District Safety Officer. The supervisor and/or District Safety Officer shall promptly investigate reported unsafe conditions.

#### **Section 5 – Disaster Service Worker**

All unit members are disaster service workers. When assigned disaster service activities by the District, they are working within their scope of employment.

#### **Section 6 – Safety Rules**

Unit members must comply with all safety rules, which are provided by RUSD.

#### **Section 7 – School Site Discipline Plan**

Unit members shall have access to a copy of the school site Discipline Plan.

#### **Section 8 – Safety Committee**

The Union may participate in the District Safety Committee

#### **Section 9 – Emergency Communication**

Unit members assigned to a school site shall have the same access to a telephone or other electronic communication available to the teacher regularly assigned to the position.

#### **Section 10 – Replacement or Repair of Unit Members' Personal Property**

1. The District will set aside annually an amount sufficient for reimbursing unit members under the terms of this Article. The District may pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member or vehicles, when such items are damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.

2. The District may reimburse a unit member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph 4c below.
3. If the items are damaged beyond repair or stolen, the actual value of such items may be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. Each claim by the unit member will be judged on its individual merits.
4. Payments shall be based on the following:
  - A. No payment shall be made for any item having a value of less than ten dollars (\$10.00) at the time of damage or theft, nor shall any payment be made or repairs of less than ten dollars (\$10.00). The maximum payment for any one loss shall not exceed three hundred dollars (\$300). Payment shall be subject to the availability of funds authorized by the Board of Education for this specific purpose.
  - B. A written request for reimbursement for damage to property shall be filed by the unit member with the Senior Director, Risk Management/Benefits and Transportation within thirty (30) days of the date of loss and shall be signed by the unit member, the immediate supervisor and the appropriate Associate Superintendent. The District may review and/or investigate any request for reimbursement as it deems necessary before granting reimbursement.
  - C. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when approval for the use of personal property in the schools or offices was given before the property was brought to the school or office and when the value of the property was agreed upon in writing by the person bringing in the property, Personnel Services and the Senior Director, of Risk Management/Benefits and Transportation.
  - D. Reimbursement for repair of vehicle damage shall be limited to payment of the deductible amount of the unit member's insurance policy not to exceed five hundred dollars (\$500) for damages resulting from malicious acts of others while a vehicle is parked or driven on or adjacent to the school or at the site of authorized District activities. Reimbursement for repair of vehicle damage for these unit members who do not have a deductible insurance policy shall be limited to the actual cost of repair not to exceed five hundred dollars (\$500). Collision, theft of an entire vehicle, any optional equipment attached thereto, such as hubcaps, a radio or tape deck, including tapes and cassettes, CD players, including CD's, cellular phones, air bags, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.
  - E. When the claim involves a vehicle or theft of property, a report shall be made to the police as soon as possible and the police report number included with the claim.

- F. No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of personal supervision or failure to keep property in a locked area where such security is available to the owner.
- G. The property shall not remain in the District over a weekend, on holidays or during vacation periods without the specific approval of the immediate supervisor.
- H. The unit member must assign to the District the right of subrogation to the extent of any payment made by the District.
- I. Recommendations for payment shall be made by the Superintendent and his/her decision will be final.

## **ARTICLE X – WAGES**

### **Section 1 – Day-to-Day Substitution**

Substitute teachers shall be paid according to Appendix A for each full day of substitute work. Preparation and conference periods constitute work time that must be used for preparation, reviewing lesson plans, and/or other professional activities.

### **Section 2 – Long Term Substitution**

Long term substitutes shall be paid according to Appendix A for each full day of substitution when the assignment is twenty-one (21) or more consecutive days. The rate shall be retroactive to the first day of the assignment.

Long term substitution is defined as twenty-one (21) or more consecutive days taught in the same assignment within a given school year.

### **Section 3 – Teacher-in-Training**

Teachers-in-Training must be enrolled in a college/university teacher credential program or hold a teaching credential and is assigned to a specific school site. The Teacher-in-Training and the District will sign a commitment for the school year. The teacher-in-training shall be paid according to Appendix A.

### **Section 4 – Retired California Teachers**

Teachers that have retired from any California School District and upon validated proof of such retirement shall be paid according to Appendix A.

### **Section 5 – Specific Additional Assignments**

If a substitute is required by the site administrator to work during his/her Conference Period or periods beyond period 6, he/she shall be compensated for one additional hour at the established hourly rate.

Occasional splitting of Students: A teacher is requested to take additional students when there is a shortage of substitute teachers and the students are split up into other classrooms. The substitute teacher will be paid an extra hour per day.

### **Section 6 – Work Day**

- A. The assigned workday shall be equivalent to the regular teaching staff. The Substitute shall report to the principal's office one-half hour before classes are scheduled to begin, and shall remain on duty at the school until the end of the regular teacher work day.
- B. Unit members shall have a duty-free lunch period for thirty (30) consecutive minutes, or more, which shall be set by the school site administrator.
- C. At the end of the day, the substitute may request the office to make a copy of the lesson plan, if available, for their records.
- D. Substitute employees called into an assignment by the District and who work less than 3 ½ hours will be paid half of their daily rate and if the substitute works 3 ½ hours or more they are paid for a full day. As salaries increase over time the practice of half day full day will continue.

### **Section 7 – Duties**

The substitute shall, as part of his/her regular day, supervise students, deliver lessons, participate in professional activities, and perform other duties as directed by the Administration. Unit members shall leave a report for the regular teacher of what transpired during the day/assignment.

### **Section 8 – Hourly Wage**

The hourly wage shall be determined by dividing the daily salary rate by six (6).

### **Section 9 – Mileage**

In the event that the District needs to move a substitute from one site to another site after they have arrived at their assignment for the day, the substitute is entitled to mileage pay for the distance from the site they were originally assigned to the site they are being moved to. Mileage cards will be signed by the Personnel Director.



## **ARTICLE XI – CONCERTED ACTIVITIES**

### **Section 1 – Union Obligations**

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this agreement, including compliance with the request of other employee organizations to engage in such activity. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.

### **Section 2 – Breach of Agreement**

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any right, privileges, or services provided for herein from any Union members or the Union.

### **Section 3 – District Obligations**

During the term of this Agreement, or any extension thereof, the District agrees that it will not lockout its employees.

## **ARTICLE XII – EFFECT OF AGREEMENT**

### **Section 1 – Complete Understanding**

The Union and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

## **ARTICLE XIII – SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.

## **ARTICLE XIV – TERM OF AGREEMENT**

### **Section 1 – Duration**

This Agreement shall remain in full force and effect for a three year period of July 1, 2021 through June 30, 2024 with reopeners on salary, medical and one article selected by each party for the 2022/2023 and 2023/2024 school years. The Union agrees to present its complete initial proposal to the District no later than the first regular Board meeting in March of each year.

### **Section 2 – Maintenance of Membership**

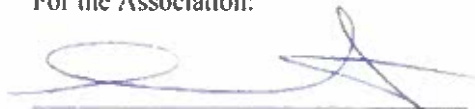
All employees who are members of the Union as of the effective date of this agreement, and all employees who thereafter become members of the Union shall, as a condition of employment, maintain his or her membership in good standing for the duration of the written agreement. Union members who wish to withdraw from Union membership may do so by filing a written withdrawal notice with the District and the Union within 30 days of the expiration of the agreement.

## **EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 30<sup>th</sup> day of July, which shall commence July 1, 2021 through June 30, 2024.

**Dated this 30th day of July, 2021.**

For the Association:



Maggie McCormack  
CWA President, Local 9588



Ben Carrier  
Executive Vice President, Local 9588



Teresa Hunter  
CWA Area Vice President




Heather Estruch,  
Chief Steward

For the District:



Rhonda Kramer  
Lead Personnel Agent



Rhea McIver Gibbs, Ed.D.  
Lead Personnel Agent



Marcos Amador  
Personnel Technician

Ratified: July 30, 2021

Revised: October 2021

## **APPENDIX A**

### **SUBSTITUTE TEACHER SALARY INFORMATION**

(Effective July 1, 2021)

#### **Daily Rate**

- 30 Day Substitute Permit ..... \$158.00
- Credentialed Substitute ..... \$179.00
- Special Education Substitute ..... \$179.00

#### **Long-Term Rate (more than 20 consecutive days, retro to the first day)**

- 30 Day Substitute Permit ..... \$173.00
- Credentialed Substitute ..... \$195.00
- Special Education Substitute ..... \$195.00

**Teacher-in-Training**..... \$195.00

\$76.00 to attend District sponsored trainings outside of normal work hours