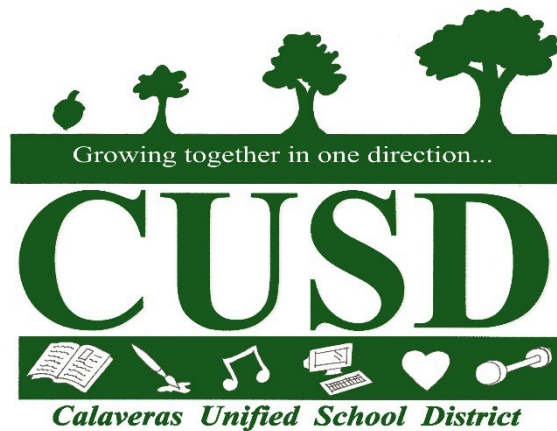


CALAVERAS AREA SUBSTITUTE TEACHERS' ASSOCIATION

and

CALAVERAS UNIFIED SCHOOL DISTRICT

AGREEMENT



2022-2024

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ARTICLE 1
RECOGNITION

- A.** The Board of Trustees of the Calaveras Unified School District recognizes the Calaveras Area Substitute Teachers Association as the exclusive bargaining agent for all substitute teachers employed by Calaveras Unified School District.
- B.** In this contract the term "District" shall refer to the Board or any of its agents, supervisors or administrators. The term "Association" shall refer to the Calaveras Area Substitute Teachers Association and the term "substitute" shall refer to all substitute teachers.
 - 1. The Association represents substitute teachers working primarily for the Calaveras Unified School District, exclusive of those District retired teachers who have a separate contract with the district, or those substitutes who may be working in an internship position that is covered by another contract.
- C.** Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters, which do not involve mandatory subjects of bargaining.

ARTICLE 2
ASSOCIATION RIGHTS

As it pertains to working conditions, the rights set forth below shall be exclusive to the Association.

- A.** The Association shall have the right to conduct Association business on school district property, use district facilities and equipment, use district mail services, teachers' mail boxes, and use the CASTA bulletin board in each building. These uses will not interrupt classes or other normal school operations. The Association shall pay for the reasonable costs of all materials, supplies and special services required beyond normal operation incidental to such uses.
- B.** Upon request, the District shall furnish the Association reasonably available information necessary to its function as bargaining agent.
- C.** At substitute meetings held by the District, the Association shall have the right to make brief announcements about Association programs or activities. The District will give prior notice of such meetings to the Association and will give consideration to recommendations made by the Association regarding such meetings.
- D.** Any District appointed committee, which includes substitutes, shall include at least one member appointed by the Association. Such appointee shall be a substitute teacher.
- E.** Substitute(s) designated by the Association may conduct Association business so long as it does not interrupt classes or other normal school operations.
- F.** The Association may bring Issues relating to substitutes to the attention of the administration or to the Round Table.
- G.** The District will consider up to three (3) substitute teachers identified by the Association as being on release time during the times that negotiations occur between the District and the Association. That is, such substitute teachers will receive substitute pay during such period of time. Should negotiations take place at times other than when schools are in session, the District shall not be obligated to pay. The period of time in negotiations shall not be viewed as a break in a multiple day assignment of the involved substitute teacher.

ARTICLE 3

DUES AND PAYROLL DEDUCTIONS

- A.** The District shall deduct each substitute teacher's regular Association membership dues as a one time deduction the first month a substitute works for the District in each fiscal year.
- B.** The District shall deduct an amount established by the Association, not to exceed usual and customary dues for substitutes, as a one time deduction the first month a substitute who is not a member of the Association works for the District in each fiscal year. Such an amount shall represent compensation to the Association for any purpose authorized by law for use for fair share fees.
- C.** Substitute teachers' paycheck stubs shall show the gross pay, any retirement contributions, and an itemization of deductions.
- D.** By the 15th working day of each month the District shall provide to the Association a check with the sum of all such deductions for the previous month's paycheck along with a list of names of those substitutes from whom deductions have been made.
- E.** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or who individually or philosophically objects to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization.

ARTICLE 4

MANAGEMENT RIGHTS

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of California, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, the use of its facilities, and all areas of discretion in matters of inherent managerial policy. Nothing in this Agreement shall preclude the District from assigning unassigned regular teachers to work as substitutes.

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the operation of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 5

SUBSTITUTE RIGHTS

A. Personal Life

The personal life of a substitute is not an appropriate concern of the District, except as it affects the substitute's fitness for or performance of his/her duties.

B. Personnel File

A substitute shall be provided a copy of any materials relating to his/her work performance if such materials are to be placed in that substitute teacher's personnel file. Materials related to an incident, other than a complaint processed according to paragraph D of this Article, must be placed in the file within thirty (30) days of knowledge of the incident by the Personnel Department. A substitute shall have the right to review the contents of his/her personnel file retained by the District. A representative of the Association may, at the request of the substitute, accompany the substitute in this review or be authorized by the substitute, in writing, to make the review. A substitute may attach a written response to any item in his/her personnel file. A substitute may request and have granted that letters of warnings and reprimands be removed from his/her file if after two (2) years of being written no subsequent similar entries have been made into the personnel file.

C. Representation

If a substitute is required to meet with an administrator regarding a matter that could result in discipline, the substitute shall be given prior written notice of the reasons for such meeting and of the right to have a representative of the Association present.

D. Complaints

Complaints, including "Substitute Performance Complaint" forms, shall not be placed in the personnel file unless attached to a reprimand. A substitute teacher shall be notified of any complaint, including "Substitute Performance Complaint" forms, which the personnel administrator responsible for substitutes considers to be of such a nature that discipline could result. Such complaint must be received by the Personnel Department within twelve (12) days of the date of the incident or upon first knowledge by the site administrator. Notice to the substitute teacher shall be given within fifteen (15) days following receipt of the complaint or report by the Personnel Department.

A substitute teacher shall have the right to have a representative present at any meeting with an administrator regarding a complaint. The supervisor shall describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known, at the meeting. If the complaint is used to support any disciplinary action, the name of the complainant shall be given.

E. Nondiscrimination

Neither the District nor the Association shall discriminate against any member of the bargaining unit in matters covered by the scope of representation as set forth in Government Code Section 3543.2 on the basis of race, color creed, sex, national origin, marital status, physical handicap or membership in an employee organization or participation in the activities of an employee organization.

F. Employee Discipline

No substitute shall be disciplined without just cause. The process shall be as outlined in Section D of this Article.

G. Academic Freedom

The District and the Association recognize the intrinsic value of academic freedom to the educational process. To that end, both parties agree that:

1. Since the interests of the students are served through the open exchange of ideas and positions, which include both popular and unpopular views, bargaining unit employees shall not be required to avoid controversial issues or material provided that such content is provided for in the Course of Study.

2. Bargaining unit employees shall attempt to provide balanced presentations of a range of points of view concerning controversial issues.
3. Bargaining unit employees shall be free to express their own opinion or point of view so long as they indicate clearly that it is a personal opinion and while being valid for the teacher, may or may not be valid for others.

H. Student Grades and Discipline

A substitute teacher shall have the same rights in administering student discipline and student health procedures as the teacher for whom they are substituting. The site discipline plan shall be included in the substitute-building folder at each site and such plan shall conform to District policies and regulations.

I. Personal Injury Benefits and Property Loss

1. Any case of assault upon a substitute while acting within the scope of his/her duties shall be promptly reported to the site administrator who shall forward a copy of the incident report to the appropriate District Office Administrator for investigation and follow-up.

2. The District shall reimburse substitutes for loss or destruction of personal property excluding vehicles under [any of] the following circumstances:

- a. When the loss is a result of any assault on the substitute's person suffered during the course of employment.
- b. When the substitute has exercised reasonable care to protect his/her personal property.
- c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has exercised reasonable care to protect such property.

Reimbursement shall be according to guidelines of District liability policies and procedures.

J. Safety

A substitute shall have the right to refuse to expose himself/herself to immediate danger created by unsafe working conditions when such danger threatens substantial bodily injury or would be a significant health hazard to the substitute. The substitute shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of building and grounds as may be required through the use of necessary lighting and other safety precautions. The District will post notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the work site. OSHA regulations apply to substitute teachers.

Whenever possible, substitutes shall have access to keys necessary for their assignment in a building and shall be accountable for safeguarding keys in accordance with District regulations.

The teacher for whom the substitute is working shall be responsible to provide:

- a. adequate lesson plans and materials for the classes taught and duration of absence;
- b. accurate class list(s) for all students taught;
- c. accurate seating chart(s) for all classes taught;
- d. appropriate information on special-needs students.

Should this become impossible due to unforeseen/unavoidable circumstance(s), the site principal shall be responsible to provide any or all of the above.

The District shall provide a paid inservice for substitute teachers each year.

K. Duties

A substitute teacher is responsible for all the duties of the regular classroom teacher including the teacher's yard duty. A substitute teacher is not responsible for detention duty when it occurs during the teacher's duty free lunch break, before or after school hours. A substitute is not responsible for a teacher's yard duty when that duty occurs prior to the arrival time stated by sub-finder. A substitute teacher may be asked to perform teaching tasks, but not office tasks.

L. Catastrophic Family Disaster or Illness

A substitute who consistently works 50 days out of the 180 day instructional school year can donate their excess days to another substitute in the event of a catastrophic family disaster or illness.

ARTICLE 6
SUBSTITUTE LISTS

- A.** The following process shall apply in filling requests for substitutes:
- 1.** The substitute coordinator shall first fill requests for full-day assignments and then part-day assignments. However, part-day assignments may be made in advance when it is known that a number of substitutes will be needed because of workshops, conferences, or other occasions requiring a significant number of substitutes. Requests will be filled in the order requested. Retentions and continuing assignments take precedence over new requests.
 - 2.** Substitutes will be responsible to notify the substitute coordinator as far in advance as possible of future unavailability.
 - a.** A substitute shall not claim prior unavailability for the purpose of accepting assignments from other districts.
 - 3.** Calls for substitutes, except in an emergency, shall generally be made during the week commencing Sunday afternoon through Friday morning.
- B.** A copy of the substitute lists and the substitute request numbers shall be provided to each school at the beginning of each year with updates as needed. These lists will be easily accessible to teachers for the purpose of requesting substitutes.

ARTICLE 7

WORK HOURS

- A. The workday for full-day substitutes shall start fifteen (15) minutes before the student day and end fifteen (15) minutes after the last regular student period.
- B. Substitutes will be called for work at least one-half (1/2) day at a time. Three hours and thirty minutes (3' 30") shall constitute one-half (1/2) day.
- C. If a substitute is called for an assignment in error by the substitute coordinator and reports, or if the substitute is not needed after reporting to work, the substitute shall be paid for a full-day but shall be subject to assignment by the site principal. If another need for a substitute opens at that site during the day, the substitute may be placed in that assignment.
- D. The general times adhered to shall be outlined in the Calaveras Unified School District Schedule of School Starting/Ending Times (Substitute Teacher Work Day Schedule). These times shall coincide with the contractual workday for substitute teachers.
- E. The site principal shall ensure that arrangements are made for restroom breaks for unit members in the same manner as such breaks are provided to the teachers for whom they are substituting.
- F. If a substitute is called for a full-day by the substitute coordinator, and reports, and it is determined, after arrival, by the site principal, that only a half-day is needed in the same job, the substitute shall be paid for a full-day, but shall be subject to assignment by the site principal. If another need for a substitute opens at that site during the day, the substitute may be placed in that assignment.
- G. **A guest teacher has the right to not accept an assignment for a teacher who has proved (proven) to be rude, disrespectful, indifferent, and who lacks any classroom management or respect from his/her students.**

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION A – DEFINITIONS, TIMELINES

1. A “grievance” is an allegation by a grievant that she/he has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change the policies of the District or the administrative regulations and procedures must be undertaken under separate legal processes. Matters for which a specific method of review is provided by law are not within the scope of this procedure.
2. A “grievant may be any substitute employee of the District covered by the terms of this Agreement.
3. A “day” is a day in which school is in session.

SECTION B—INFORMAL LEVEL

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the site principal and other representation as needed.

SECTION C—FORMAL LEVEL

Level 1

1. Within twenty (20) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the site principal. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission and could not with the exercise of reasonable diligence have known about it, then the twenty (20)-day time limit shall begin to run on the date upon which either the grievant or the Association knew or could with reasonable diligence have known of the occurrence.
2. The statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
3. The site principal shall communicate his/her decision to the employee in writing within ten (10) school days after receiving the grievance. If the site principal does not respond within the above time limits, either party may request a personal conference.

Level 2

If the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision in writing to the superintendent, or acting superintendent, within ten (10) school days.

Level 3

If the grievant is not satisfied with the decision at Level 2, the parties agree to seek a remedy through the California State Mediation/Conciliation Service.

Level 4

If the grievant is not satisfied with the decision at Level 3, he/she may submit an appeal of the decision in writing within ten (10) school days to the Governing Board of the District. The Board may review the mediation decision and alone has the right to render a final and binding determination of the grievance. Such determination shall, under normal circumstances, be rendered at a regular Board meeting following that in which the grievance is received. However, it is agreed that the Board may extend this time, if necessary, by mutual consent. The Board agrees to state in writing the reasons for agreeing or disagreeing with the mediator.

SECTION D—MISCELLANEOUS PROVISIONS RELATING TO GRIEVANCE PROCEDURES

1. Persons initiating a grievance may withdraw it at any level without establishing precedent for future cases.
2. Neither the Association nor the Board may be subjected to reprisals of any description because of involvement in a grievance procedure.
3. If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, the grievance is deemed waived by the employee. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step of the grievance process.
4. A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative.
5. The Association, either on its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher at Level 2.
6. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal of a site where he/she may be working by the President, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
7. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 9

COMPENSATION

Salaries

The daily wage rate for substitutes shall be as follows:

- A. Substitutes will receive a daily rate of \$180; half-day rate of \$90 effective October 1, 2022
- B. Substitutes and CUSD retired teachers who work 50 out of the 180-day school year in the prior school year, will earn a \$15 per day increase the following year.
- C. After working fifteen (15) consecutive days in the same assignment, a substitute teacher will be considered "day-to-day extended" and be paid \$20.00 more than their base rate. This "day-to-day" rate will begin on the sixteenth (16) day, and be retroactive to day one (1) of the same assignment. Substitutes who work for ten (10) consecutive days at the beginning of the school year in an unfilled position in which the substitute opens the class at the beginning of the school, and the last ten (10) days of the school year, will be paid the extended rate from the first day.
- D. After working 25 consecutive school days, in the same assignment, a substitute teacher will be considered "long-term" (beginning on the 26th day in the same assignment) and be paid the daily rate of BA, Step 1 on the certificated bargaining unit salary schedule providing they hold the appropriate credential for that assignment; otherwise, they will receive the Intern rate applicable to teachers working under an emergency credential, waiver, or internship."
- E. Substitutes will be compensated for a full-day's wage should their assignment be cancelled with less than a 24-hour notice; however, they will be expected to work if requested by site administration. In the event of disasters resulting in school closures, substitutes will be compensated for all previously booked sub jobs on the calendar for up to two (2) weeks from the date of the school closure.
- F. Rate of pay or benefits to eligible teachers will not be a consideration in substitute assignment.
- G. Substitutes who are required to travel between sites within the work day will be compensated for their mileage at the IRS mileage rate.
- I. Substitutes and CUSD retired teachers who have served the District for 20 cumulative years or more will receive a daily increase of \$10 for both Day to Day Sub Rate and Extended day-to-day Sub Rate.
- J. Substitutes who have worked a day-to-day extended position, and who are requested by the District to do an additional day-to-day extended position within the same fiscal year shall receive the rate of pay at which he/she left the previous day-to-day extended position. He/she will keep the previous position's day count when he/she begins the new position.
- K. When a guest teacher accepts a long-term position for a teacher who receives a stipend, it will be determined on an individual basis whether or not the guest teacher will be expected to perform the duties for which the original teacher is receiving the stipend.
- L. In the event that the Calaveras Unified School District must close schools as the result of an unforeseen and uncontrollable circumstance, which prohibits a physical presence of staff, and lasts for more than forty-five (45) school days, all substitute pay-level rates are protected at their current rate in the wake of uncontrollable disasters that result in school closures, and continues into the following school year. (This includes fire, flood, pandemics, etc.

ARTICLE 10

INSURANCE

The Association reserves the right to reopen the area of insurance at future contract negotiations.

ARTICLE 11

DURATION

- A.** Except as otherwise provided elsewhere in this Agreement or in this Article, this Agreement shall become effective following ratification by the parties and shall remain in effect until replaced by a successor agreement.
- B.** The District agrees to print sufficient number of copies of this Agreement to be delivered to the Association to provide to all substitute teachers. A copy of the Agreement shall also be provided to any newly hired substitute.
- C.** This Agreement shall take precedence over any District policy, rule or regulation, which may be inconsistent with the Agreement.
- D.** During its duration, the Agreement may only be modified by the mutual consent of the Association and the District.
- E.** Should any part of this Agreement be declared illegal by a court or agency of competent jurisdiction, the remainder of the Agreement shall continue in effect and the parties shall enter into negotiations the section declared to be illegal within thirty (30) days of such decision.

Negotiation Teams

For CASTA:

Erika Cotta, Director of Personnel
Pearl Bizer
Sharon Fischer

For District:

Talibah Al-Rafiq, Chief Business Officer
Jeff Crane, Director of Ed Services/Elementary

CASTA Ratified: **August 26, 2022**
Board Approved: **September 20, 2022**