

ARTICLE XIX

SUBSTITUTE EMPLOYEES

- 1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E. The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII.
- a. ~~The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.~~
 - b. ~~Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be \$159.26 per day effective July 1, 2004, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$214.93 per day effective July 1, 2004. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.~~
 - c. ~~Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be \$214.93 per day effective July 1, 2004.~~
 - d. ~~Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.~~
 - e. ~~Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$115.96 effective July 1, 2004, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.~~
 - f.a. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified. ~~but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.~~
 - g.b. ~~As of July 1, 2001, Adult Education employees serving as substitutes will be paid at their hourly rate. the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult~~

~~Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.~~

- ~~h.c.~~ Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in District Professional Development Training on a space-available basis where funding is available or not required.

~~2.0 Paid Nonworking Days:-~~

- ~~a.~~ The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

~~Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.~~

- ~~b.~~ ~~Accrual rate for paid nonworking days:-~~

- ~~(1)~~ In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded into their rate of pay as described in Sections 1.0 and 4.0.
- ~~(2)~~ All other substitutes shall have the accrual rate factor folded in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)
- ~~(3)~~ The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

3.0 Incentive Plan Substitutes: Incentive Plan substitutes serve in schools to which they have been assigned as "Dedicated Substitutes." Dedicated Substitutes report to the same school and serve as the first substitute of the day, provide support to classrooms at the discretion of the site administrator, and serve in extended assignments as needed. Substitute employees wishing to become Dedicated Substitutes must fill out the required application (available through the Substitute Division), indicating their preferred region and the number of days per week they are available to work. The Substitute Division will assign Dedicated Substitutes to schools accordingly. of particular need, as determined by the District, and thereby those employees selected shall qualify for the daily incentive pay rate (Section 1.0c above) (refer to Appendix E).

The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day of their availability except under unusual circumstances such as pupil-free days.

~~a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3c below.~~

3.1 Incentive Plan Substitute Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

- a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.
- b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.
- c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

3.3 Incentive Plan Substitute Assignment Procedures:

- a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.
- b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.
- c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

- 4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Substitute teachers in extended assignments are entitled to any and all preparation time afforded to the classroom teacher for whom they are substituting. If directed to provide class coverage during the teacher's conference period, the substitute employee in an extended assignment will be compensated at their hourly rate. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position. (AGREED)**
- 4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.
- 4.2 A substitute teacher who is assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year or is assigned for ten consecutive days to an unfilled position in which the teacher closes a class at the end of the school year, or, in a secondary school, closes a class at the end of the semester, shall be paid at extended substitute rate.
- 5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas (North – 1, 2, 3, 4; South 1, 2, 3; Central 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Calling Area but are subject to assignment to any school within the Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.
- 5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit. A substitute who should have been assigned, but was not assigned due to a verifiable District error, shall be granted one of the following remedies, at the employee's option:
- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or

- b. cancellation of an "unavailable" charged against the employee.
 - c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."
 - d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Don Not Send" designation for that school without being charged with an "unavailable."
- 5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.
- a. The District shall maintain a list of school schedules at an employee self-service website.
- (1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.
 - (2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.
- 5.3 Calling Priority Order:
- a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.
 - b. Incentive Plan Substitutes (see Section 3.0.).
 - c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.
 - d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:
 - f. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods.
 - g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.
 - (1) Substitutes available five days per week.

- (2) Substitutes available at least two consecutive days per week but less than five days.
- e. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school.
- 5.4 Assignments During Z Basis Periods: During the summer hiatus periods for traditional calendar schools and off-track periods for yearround schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.
- 5.5 During emergencies the above priorities may be temporarily suspended.
- 5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:
- a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;
 - b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or
 - c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:
 - (1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.
 - (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:
 - (i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;
 - (ii) If the substitute has already served ten consecutive days in the assignment; or
 - (iii) If the assignment is for a subject field other than that designated on their availability form.
 - (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.
 - (4) Has a busy telephone line during two attempted calls during the hours specified in (3).
 - (5) Declares unavailability. However, if the substitute Satisfies the District that the unavailability was for more than one day because of a continuing illness, (or

compelling personal reason), only one "unavailable" will be charged for that period.

- d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

- 5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.
- 5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.
- 5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson.
- 6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.
- 7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. When the school's daily schedule reduces instructional minutes in order to provide professional development, such as Banked Time Tuesdays, substitute teachers shall have the right to participate in professional development and receive pay for the full day. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.
- 7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a half-day assignment, the substitute will be permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit.

- 7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment.
- 8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.
- 8.1 Job Cancellation: Substitutes who have accepted assignments through the Subfinder, or subsequent replacement system, shall be given the opportunity to work the hours accepted if the assignment is cancelled less than one hour prior to the start of the assignment.
- 9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:
- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
 - b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
 - c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
 - d. Account for pupil attendance as prescribed by the school;
 - e. Conduct class and enforce rules in accordance with school and Board of Education policies;
 - f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
 - g. Leave classroom in good order with a summary of the day's accomplishments;
 - h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.
- 10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.
- 11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.
- 11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law.

- 12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Early Education Centers.
- 13.0 Toll Free Calling: The District shall maintain a toll free telephone line.
- 14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit or to the automated calling system.
- 15.0 Illness Days for Substitute Employees: Substitute employees are entitled to up to six (6) paid illness days or 36 hours in a 12-month period beginning on the 91st working day of employment. Paid illness days may only be used on days the employee is scheduled to work or offered an assignment. Unused illness days may be accrued for up to three (3) years, upon which the unused illness days shall be paid out to the employee at the daily base rate of pay.
- 16.0 Substitute employees may apply for unemployment benefits (EDD) during all school breaks lasting five (5) days or more, without the District filing objection. The District will follow the California Unemployment Insurance Code 1253.3(i) when using Reasonable Assurance Letters to non-contracted employees, so as to include those letters in the info required by that statute.
- 17.0 Substitute employees who were in paid status one-half the number of regular school days in the academic year (or at least 540 hours) shall qualify for healthcare benefits in the following school year. Substitute employees who satisfy the aforementioned requirement shall maintain their healthcare benefits through August/September of the following school year without the requirement of working one (1) day during the prior month.
- 18.0 The Substitute Unit shall create and maintain separate lists of substitute employees with specific credentials (including but not limited to BCLAD, CTE, etc.). These substitute employees shall be prioritized for specialized assignments.