AGREEMENT

SANTA CRUZ CITY SCHOOLS GUEST TEACHERS
GREATER SANTA CRUZ FEDERATION OF TEACHERS

AND

SANTA CRUZ CITY SCHOOLS
BOARD OF EDUCATION

Agreement effective July 1, 2017 – June 30, 2020

GSCFT President, Casey Carlson  
8/10/17 
Date

Assistant Superintendent, Human Resources
Molly Parks  
8/10/17 
Date

Board Approved: January 18, 2017
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Evaluation of Guest Teacher Form ........................................................................ Appendix A

Substitute Rates for Guest Teacher ...................................................................... Appendix B
ARTICLE I - RECOGNITION

1. The Santa Cruz City Schools, hereinafter referred to as “District”, recognizes GSCFT, Local 2030, Guest Teacher Unit, hereinafter referred to as “Guest Teacher Unit”, as the exclusive representative of the guest teachers as specified in the PERB recognition document attached hereto and incorporated herein by references.

2. All daily and long term guest teachers who have worked for the District at least ten (10) or more days in the current or previous school year are considered part of the Guest Teacher Unit. These days need not be consecutive days. Days worked during summer session are excluded.

3. Excluded from the Guest Teacher Unit shall be all management, supervisory and confidential employees whether full time, part time, regular or substitute.

4. A temporary teacher in the District who ceases to be a temporary teacher and goes back to being a guest teacher in the District shall remain in the Guest Teacher Unit for the remaining portion of that school year in which he/she has been employed as a temporary teacher.

5. Employees shall have the right of representation of their choice in any conference or disciplinary proceeding. If an employee desires representation for an administrative conference called for the purpose of discussing material to be placed in his/her file, he/she may require from that administrator two (2) working days advance notice to arrange such representation.

ARTICLE II – HOURS OF EMPLOYMENT

1. The assignment of guest teachers including the number of hours, the work site, the grade level or subject area shall be at the sole discretion of the District. The assignment includes arrival 15 minutes before the first class/assignment begins, and 15 minutes after the last class/assignment. A guest teacher may refuse a class or assignment at his/her discretion through the automated system. See section V., number 2.

2. The current school year used herein is defined as the period from the first working day with students to the last working day with students.

3. Preferential consideration will be given to calling bargaining unit guest teachers day-to-day positions and long-term assignments.

4. Guest teachers will not be intentionally terminated from a continuing assignment to prevent achievement of long-term status.

5. If a guest teacher is called back for the same teacher in a continuous assignment within two (2) working days, that person’s term of assignment and pay will continue as if there were no break in service, as long as the same person will have been in the assignment for 21 days or more.

6. If a guest teacher’s service is interrupted by personal illness and he/she subsequently returns to the continuing assignment within two (2) working days, this shall not be considered a break in service.
ARTICLE III – SALARY AND FRINGE BENEFITS

For the 2017-18 a two percent (2%) increase shall be applied to the Guest Teacher salary schedule effective July 1, 2018.

During the 2016-17 school year, a three percent (3%) increase was applied to the Guest Teacher salary schedule retroactive to July 1, 2016.

Reference Appendix B for current Guest Teacher rates and description of each rate below:

1. “Full Day” is the daily rate of the guest teacher performing a full day assignment

2. “Half Day” is the daily rate of the guest teacher performing a half day assignment

3. “21 Days +” is the daily rate for guest teachers who have completed more than twenty one (21) consecutive days at a given assignment

4. “30 Days +” is the daily rate for guest teachers who have completed more than thirty (30) consecutive days at a given assignment

5. Guest Teachers serving in half-day Special Education assignments: The full day long term rate will be applied as stated in number 3 (retroactive to the first day of the assignment) as well as number 4 above. This special education long term rate includes the duties of: case management, lesson and curriculum planning, and attendance at IEP’s, with providing input on present levels. Guest Teachers would not be expected to provide testing assistance or write IEP’s unless qualified to do so.

6. The daily rate shall be defined as one hundred eighty (180) or more instructional minutes.

7. A half-day is defined to be less than one hundred eighty (180) instructional minutes.

8. The paycheck will be mailed to the current address on file with the District.

9. Federation dues/fees and payroll deductions:

   A. Each member of the bargaining unit who joins the Federation, shall maintain his or her membership in good standing for the duration of the school year, authorizing the deduction from her/his earnings over eleven (11) months beginning with the first paycheck of each school year and concluding with the last paycheck of the school year to pay over to the Federation. This authorization will remain in effect and shall be irrevocable unless revoked by the member sending written notice to the Federation within ten (10) days of the end of a school year or within ten (10) days from the first paid day of each school year. The Federation shall indemnify, defend and hold the District harmless from claims, demands, lawsuits, or any other action arising from the organizational security provisions contained in the agreement.

   B. The Federation shall submit and notify the District of the appropriate amounts and changes thereto in writing.

   C. The Federation shall submit all necessary forms and information to the Payroll division.
D. The District shall remit the appropriate amount deducted to the Federation each month accompanied by a list of names of members of the unit for whom such deductions have been made.

E. The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this Article.

**ARTICLE IV - EVALUATION**

1. The purpose of the District’s program of evaluation and assessment of certificated staff is to improve the competence of the staff and thereby improve the quality of education for children and youth. This philosophy assumes that every certificated employee can continue to grow in effectiveness and the evaluation will help to identify areas for continued growth and special emphasis.

   A. The District will provide all sites with a uniform evaluation form.

   B. Reinstatement to a school and/or the District’s guest teacher list is at the discretion of the District.

   C. A guest teacher may not be terminated (removed from the list) for arbitrary or capricious evaluation made by a parent, teacher, or site administrator.

   D. A guest teacher may be immediately suspended upon the filing of charges by a peace officer for the commission of immoral conduct and/or the commission of a felony or any crime involving moral turpitude. If the above charges are subsequently found to be unfounded, the guest teacher may be reinstated. In addition, any willful refusal to perform regular assignments without reasonable cause may also be cause for immediate suspension.

   E. A guest teacher may be terminated upon employment of the Evaluation Procedure for behaviors and actions, including but not limited to:

      - Inappropriate contact with a student
      - Inappropriate language
      - Violating health and safety codes
      - Repeated attendance concerns and issues
      - Not complying with all professional expectations and lesson plans provided
      - Expressing personal or political views that are inappropriate to the assignment
      - A pattern of not leaving the classrooms clean

2. **Evaluation Procedure**

   A. An evaluation form (Evaluation of Guest Teacher Form) will be made available at each site to provide an opportunity for the guest teacher to rate the success of the day.
ARTICLE IV – EVALUATION Cont

B. The administration and/or the regular classroom teacher will evaluate the guest teacher when the guest teacher’s performance is unsatisfactory, and may evaluate when satisfactory. The site administrator will attempt to contact the guest teacher regarding specific areas that need improvement within one week of the assignment. The site administrator will document efforts made to contact the guest teacher, and if unable to make contact within two weeks, may submit a written evaluation to the Assistant Superintendent of Human Resources for insertion into the employee’s Personnel File. That evaluation will be sent to the guest teacher by the HR department certified, return receipt mail within 5 working days of receipt of the written site report, thus providing the guest teacher the opportunity to respond. Upon Human Resource’s receipt of notice of delivery via postal receipt, the guest teacher will have 10 days from that receipt date to respond in writing. If returned to Human Resources within 10 days of receipt date, this response will be included with the administrator’s evaluation when submitted and placed in the personnel file. The Assistant Superintendent of Human Resources may continue to investigate the reports submitted.

C. If a subsequent evaluation, not including those behaviors or actions listed above as cause for termination, indicates that the performance of the guest teacher is unsatisfactory due to a second incident, the guest teacher will not be reassigned to the site/program to which the administrator is responsible. If the evaluations of two administrators at different sites indicate that the performance of the guest teacher is unsatisfactory, the guest teacher’s name will be removed from the guest teachers list.

ARTICLE V – AUTOMATED SYSTEM

1. The automated system will inform the guest teacher of the assignment, the location, and beginning and ending times.

2. If more than one guest teacher reports for the same assignment, the guest teacher with the job number will be retained and paid. The guest teacher without a job number may be retained by the site and used wherever needed in order to be compensated. Guest teachers are responsible for obtaining job number via automated system prior to reporting for assignment.

3. In the event the above information is not correct and the guest teacher arrives on Site at the time stated, compensation will begin effective and ending at the time given by the automated system.

4. Master schedules and class assignments shall be made available to guest teachers upon request.
ARTICLE VI – SICK LEAVE

Assembly Bill 1522 requires California employers to offer paid sick leave to employees who do not currently earn paid sick leave, including substitute teachers. To be eligible for the paid sick leave an employee must:

1. work thirty (30) or more days within a school year and
2. satisfy a ninety (90) day employment period before taking any sick leave.

You have met both requirements and the District is granting you twenty-four (24) hours of sick leave. You can take sick leave for yourself or a family member, for preventive care or diagnosis, care or treatment of an existing health condition. Additionally, sick leave may be used for a victim of domestic violence, sexual assault or stalking. Family members include your parent, child, spouse, registered domestic partner, grandparent, grandchild or sibling.

Sick leave must be taken in minimum two (2) hours increments not to exceed eight (8) hours in one day. If the use of sick leave is foreseeable, you must provide reasonable advance notification. If the need is unforeseeable, you must provide notice of the need for the leave as soon as practical. Sick leave balances will be displayed on your paycheck/direct deposit stub. Any unused sick leave at the end of the year will not be rolled over to the following year. To use sick leave, an employee must be offered a sub job on the day the use of sick leave is requested. To report your absence and use sick leave:

1. Substitutes must contact Christina Butler, Substitute Coordinator, at 831-429-3410 x232.
2. Complete a Healthy Workplace/Health Families Act Absence Request Form
3. Obtain your Supervisor’s approval
4. Submit your Healthy Workplace/Healthy Families Act Sick Absence Request Form to the Payroll Department for processing.
EVALUATION OF GUEST TEACHER FORM

To be completed by classroom teacher and/or principal

Guest Teacher’s name: _______________________________________
School Site: __________________ Subject/Grade____________________
Teacher subbed for and date: __________________________________

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriate/professional attire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Written instructions provided by classroom teacher were completed according to instructions left</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Left room in an orderly condition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrived on time, observed school schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observed and adhered to school rules</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate classroom management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive, approachable, and professional attitude during assignment</td>
<td></td>
<td></td>
</tr>
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Comments:

Rating: please circle: EXCELLENT SATISFACTORY UNSATISFACTORY

Other feedback:

This information was provided by:

Employee submitting evaluation          Principal (site administrator)

Date: __________________________________________

Contact efforts: Dates and methods attempted to contact GT:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Santa Cruz City Schools
2018-2019 Guest Teachers
Effective July 1, 2018

<table>
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<tr>
<th>Substitute Rate</th>
<th>19.6166% SB</th>
<th>Total</th>
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<tbody>
<tr>
<td>Full Day</td>
<td>114.59</td>
<td>137.07</td>
</tr>
<tr>
<td>Half Day</td>
<td>68.76</td>
<td>82.25</td>
</tr>
<tr>
<td>21 Days +</td>
<td>137.49</td>
<td>164.46</td>
</tr>
<tr>
<td>30 Days +</td>
<td>160.42</td>
<td>191.89</td>
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2% Increase Effective July 1, 2018
Board Approved AB 1200: Pending

Kris Munro, Superintendent