

DEMAND TO BARGAIN: Compensation Values for All Substitute Services
(CLASSIFIED & CERTIFICATED)

Submitted: Jan. 28, 2022, by CAUSE [CFT # 2216]

Superintendent Rigby & Esteemed School Board Trustees:

The Union requests bargaining to the fullest extent on all negotiable matters regarding any compensation increases associated with voluntary and extra-contractual service provided by District personnel, when providing substitute coverage for any CUSD Classified and Certificated positions. Considering the urgency and potential impact of the current condition, the Union asks that the CUSD respond within the week of January 31, 2022, so as to expedite this agreement and resolve the variety of conditions undermining the teaching and learning environments across the CUSD, and creating professional hardships for District personnel.

In full transparency, the Union is compelled to share the following: In absence of a constructive District response to this “Demand to Bargain”, District personnel have discussed retracting all voluntary extra-contractual service currently being provided in a good-faith effort to resolve the CUSD’s challenges. Both Union leadership and the members we represent hope we can avoid this outcome. That said, we acknowledge that our members cannot continue to provide said service at the current professional, emotional, medical, and fiscal cost to themselves, their students, and their families. Therefore, we encourage the CUSD to respond as quickly as possible, with the intent of amicably addressing these challenges in the next week.

The most immediate topics demanding resolution include, but are not limited to, the following:

- 1.) Regarding the pay rate for those CERTIFICATED & CLASSIFIED personnel providing extra-contractual substitute coverage during either their prep-periods, breaks, lunches, before, or after the instructional day (for CERTIFICATED) or the contractual work-day (for CLASSIFIED); the Union proposes...
 - A CERTIFICATED employee providing extra-contractual service will be compensated at their unique hourly/per diem rate, but no lower than the hourly rate in Article 6.4 of the CBA; versus the current hourly rate as established in the contract.
 - A CLASSIFIED employee will be compensated at the rate of “time and half”, tied to their specific wage, for any substitute hours provided up to a 40-hour work-week. When a CLASSIFIED employee provides substitute coverage that causes their total hours of service, in any given week, to exceed a 40-hour work-week; the District will compensate them at twice (2X) the employee’s established hourly rate.
 - In regard to compensation associated with partial hours of extra-contractual service, the Union proposes that any portion of an hour, greater than 15 minutes, will be recorded as one hour of the proposed compensation values cited above.
- 2.) Regarding the pay rate for those a CERTIFICATED employee providing extra-contractual substitute coverage outside of their routine teaching and instructional assignments...
 - The Union proposes that when a CERTIFICATED employee (ex. Co-teacher, SPED teacher, etc.) who has a n established instructional assignment (*as per their employment contracts*) provides

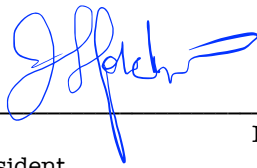
substitute service in any other instructional environment, will be eligible for the compensation values cited in # 1 (above).

- 3.) Regarding when a CERTIFICATED faculty member is left alone to teach what would otherwise be a co-taught class, both the workload and the challenges experienced can be significant. Therefore, as a result of a co-teaching partner teacher being removed to provide substitute coverage in a class other than their routine assignment, the pay rate for the CERTIFICATED employee left alone to provide instruction in an otherwise co-taught environment will reflect the same compensation values as those cited in # 1 (above).
- 4.) The compensation increases proposed in # 1, will be applied retroactively to the beginning of the 2021-2022 instructional year, Fall Semester - 2021.
- 5.) Regarding instances when a CLASSIFIED employee is utilized to provide substitute coverage when faculty are not available; this condition reflects significantly different job expectations and responsibilities than the CLASSIFIED employee's routine job description and associated duties.

Therefore...

- A CLASSIFIED employee serving in the role of substitute, due to an absence of the teacher of any given instructional environment, will also be provided the CUSD's daily substitute rate (\$200 a day).
 - If the CLASSIFIED employee provides said service for any portion of a workday, they will receive a pro-rated value for their substitute service, no less than \$100 on any given day.
- 6.) An employee who does not wish to volunteer for extra-contractual service will not be required to provide said service. Similarly, said employee will not be retaliated against, disciplined, or professionally harmed in any other manner. The bargaining partners understand that extra-contractual service, by its very nature, is voluntary; even when compensation is provided.
 - 7.) This MOU expires on June 30, 2022. Upon expiration of this MOU, all terms and conditions in the CBA shall be returned to the 2020-2021 status, prior to the enactment of this agreement, unless otherwise agreed to by the parties. This is a non-precedent setting agreement.

CAUSE



j. Hotchner
CAUSE President

Date

Carpinteria Unified School District

Diana Rigby
District Superintendent

Date