

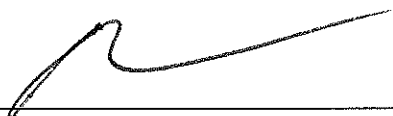
# AGREEMENT

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


AND

SANTA CRUZ CITY SCHOOLS  
BOARD OF EDUCATION

Agreement effective July 1, 2011 – June 30, 2014

  
\_\_\_\_\_  
GSCFT President, Barry Kirschen

December 15, 2011  
Date

  
\_\_\_\_\_  
Assistant Superintendent, HR  
SCCS Lead Negotiator, Karen Hendricks

December 15, 2011  
Date

Board Approved: December 14, 2011

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## **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.

ARTICLE II – HOURS OF EMPLOYMENT Cont

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**

The following rates are effective 7-1-2011:

1. Daily Rate for full day guest teachers shall be \$103.80
2. Daily Rate for half-day guest teachers shall be \$62.28
3. Guest teachers who have completed more than twenty one (21) consecutive days at a given assignment shall be paid (retroactive) \$124.56
4. Guest teachers who have completed more than thirty (30) consecutive days at a given assignment shall be paid (retroactive) \$145.32
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 Guest Teacher Unit shall, as a condition of employment, join the Federation, or pay to the Federation a service fee in an amount not to exceed the period dues, and general assessments of the Federation. Guest teachers who have worked at least ten (10) days in the current or preceding school year will have either Federation dues or agency fees deducted from their salary warrant.
  - B. The Federation shall submit and notify the District of the appropriate amounts and changes thereto in writing. In no event shall the amount of any service fee exceed the amount of dues, or regular assessments of the Federation members.

## ARTICLE III – SALARY AND FRINGE BENEFITS Cont

- C. The Federation shall submit all necessary forms and information to the Payroll department.
- 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. By mutual agreement with the Federation, any guest teacher who because of religious beliefs and affiliation and/or on the grounds of conscience cannot pay fees to a union, may select one of the following tax exempt charities and the Federation shall contribute the amount received to that charity, provided such designation takes place in writing by September 1<sup>st</sup> of each year, or within thirty (30) days of hire. The approved charities are the Albert E. Wright Memorial Scholarship Fund, Santa Cruz Education Foundation, and SPECTRA.
- F. If the Federation and a guest teacher are not in agreement concerning the stated prohibition against paying money to a union, the teacher may appeal the matter in writing to the Superintendent or his/her designee. In such case, an appeal panel shall be convened. The panel shall be composed of the Superintendent or his/her designee, the President of the Federation or his/her designee, and a third party chosen by the other two panel members. The decision of this panel shall be binding on all parties.
- G. 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

ARTICLE IV – EVALUATION Cont.

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.

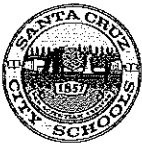
- E. A guest teacher may be terminated upon employment of the Evaluation Procedure for behaviors and actions, including but not limited to:
- Inappropriate contact with a student
  - Inappropriate language
  - Violating health and safety codes
  - Repeated attendance concerns and issues
  - Not complying 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.
- 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.



**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: \_\_\_\_\_

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

\_\_\_\_\_

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\_\_\_\_\_