

# **MEMORANDUM OF UNDERSTANDING**

**between**

**SANTA MARIA-BONITA SCHOOL DISTRICT**

**and the**

**SANTA MARIA ELEMENTARY EDUCATORS ASSOCIATION**

**REGARDING COVERAGE OF UNFILLED VACANCIES**

The Santa Maria-Bonita School District ("District") and the Santa Maria Elementary Educators Association ("Association") (hereinafter referred to as "the Parties") met on June 9, 2023 regarding coverage of unfilled vacancies.

The district continues to explore multiple models to increase our substitute teacher availability pool. Applicants with 90 credits are hired under the Emergency Substitute Teaching Permit. At the same time, we are moving forward with recruiting eligible applicants to provide sites with "Resident Subs" to fill those vacancies not filled by our regular substitute teacher pool.

The purpose of bargaining was to reach an agreement as to how unfilled vacancies throughout the Santa Maria-Bonita School District and its 21 school sites would be addressed to ensure a safe and secure learning environment for our students and staff.

The parties agreed to the following:


1. Daily Site communication between site administrators, all staff, and Human Resources as follows:
  - a. Site administrators shall communicate daily with staff so that they are aware who is covering unfilled vacancies and when, as best as possible;
    - i. Site administrators will notify HR as to their preferred mechanism for fulfilling this requirement no later than the second Friday of the instructional school year.
  - b. This communication also demonstrates the equitable distribution of non-classroom certificated staff;
  - c. Site administrators will communicate with HR as to the number of instances where redistributing students to other classes was necessary on a weekly basis. (For example: 6 classrooms needed to be redistributed this week.);
2. Weekly District Communication from Human Resources as follows:
  - a. The District will provide weekly District-Wide Certificated Total Absences, Unfilled Vacancies, and redistributed students per site, through a view-only Google Doc in a shared folder;
    - i. A link to this shared Google Doc will be sent to all certificated staff each Friday beginning with the first Friday of the instructional school year.
  - b. This data is collected from Frontline Absence Management, and will include additional

data from sites with regard to the number of instances where redistributing students was necessary;

3. Agreed-Upon equitable rotation of non-classroom certificated staff, as follows:
  - a. Site administration will equitably rotate the following non-classroom assigned certificated staff: District TOSAs when assigned to the site, Site ELD Coach; Site Instructional Coach, Counselor; Dean; and Assistant Principal/Principal;
    - i. Teaching and Learning will provide HR with an equitably rotation schedule for TOSAs.
  - b. It is understood that at least one administrator will not be used in the rotation, and at least one counselor at each junior high school and each elementary school will not be used in the rotation;
  - c. Site administration recognizes that the redistribution of students is only to be used as a last resort when all other options are being used and vacancies still exist;
4. When students from a class with an unfilled teacher vacancy are required to be redistributed to other classes, as the last resort option, the following will occur:
  - a. Students will be redistributed to other similar grade level classes, with no more than 15 per class;
  - b. Teachers will be compensated at the rate of \$53.62 (or current column 4, step 2 hourly rate) for providing up to 3.25 hours of coverage and \$107.24 (current half day rate x 2) for providing 3.25 hours or more;
  - c. After receiving redistributed students, the teacher will communicate with the Project Clerk regarding the EWR. Project Clerks will use a sign-in log similar to the Substitute Sign In Log currently in place
5. Members (TOSAs, site ELD Coaches, site Instructional Coaches, and counselors) who are pulled from their regular work to provide substitute coverage to a classroom will be compensated at the \$75 half-day rate (up to 3.25 hours), or \$150 full-day rate (more than 3.25 hours) through the EWR process; half-day and full-day rate will update if the district daily sub rate updates.
6. It is acknowledged that a non-classroom teacher may not be able to fulfill all of their assigned work that would normally occur during the 6.5 hour workday (For example: pull student groups);
7. Junior high Members will be compensated at the hourly rate of \$53.62 (or current column 4, step 2 hourly rate) when subbing during a prep period; Junior high counselors will be compensated at the hourly rate of \$53.62 (or current column 4, step 2 hourly rate) for the first period of subbing; If subbing more than one period, junior high counselors will be compensated at the \$75 half-day rate (up to 3.25 hours), or \$150 full-day rate (more than 3.25 hours) through the EWR process; half-day and full-day rate will update if the district daily sub rate updates.
8. Upon signing of this Memorandum of Understanding, the compensation noted in #4, #5, and #7 above shall go into effect July 1, 2023.
9. The terms of this MOU shall not be utilized as precedent for any reason whatsoever;

10. This MOU shall expire on June 30, 2024. The parties may mutually agree, in writing, to extend the terms of this MOU.

Executed this June 23, 2023

 6/23/23

Jose Segura, SMEEA President  
For the Association

 6-23-23

Peter Bland, Assistant Superintendent, HR  
For the District