## Memorandum of Understanding

By and between

# Los Angeles County Office of Education (LACOE)

and

California School Employees Association

and its

## **LACOE Chapter 624**

Regarding

Substitute Teacher

July 7, 2021

This Memorandum of Understanding is entered into by California School Employees
Association and its LACOE Chapter 624 (CSEA), and the Los Angeles County Office of
Education to set forth terms for CSEA members to participate as Substitute Teachers
and the benefits accorded to them.

#### **BACKGROUND:**

The parties agree that CSEA unit members can help meet the operational needs of the Office by serving as substitute teachers as needed.

## **EFFECT ON CURRENT POSITIONS:**

- 1. In order for CSEA unit members to be eligible to serve as a substitute teacher, they must possess a valid and current 30-Day Substitute Permit issued by the California Commission on Teacher Credentialing.
- 2. Principals may assign willing and eligible CSEA unit members to serve as substitute teachers as needed. The decision to assign a particular eligible unit member to a substitute teacher assignment will follow a rotation for each school site based on the office wide seniority that gives equal opportunities to substitute teach to all eligible CSEA unit members. An assignment can be multiple consecutive days in the same classroom or with the same students.
- 3. When assigned as a substitute teacher, in addition to their regular pay and benefits, unit members will receive a stipend for each day they serve as a substitute teacher. This stipend is subject to standard payroll taxes and deductions in the amounts as follows:
  - a. If a unit member is assigned to serve as a substitute teacher for over three and a half (3.5) hours, the assignment shall be considered a full day assignment and the unit member shall be paid a \$100 stipend.

- b. If a unit member is assigned to serve as a substitute teacher for less than three and a half (3.5) hours, the assignment shall be considered a half day assignment and the unit member shall be paid a \$50 stipend.
- 4. Unit members will not use their own accrued time, either illness or vacation, while serving as a substitute teacher. When unit members must utilize leave of any type on days when they are scheduled to serve as substitute teachers, they shall not be eligible for a stipend.
- 5. When a unit member is assigned as a substitute teacher, the principal or designee may request a substitute paraeducator to serve in the unit member's place.
- 6. Unit members may serve as a substitute teacher for a maximum of nine (9) days per month, regardless of whether the substitute teacher assignment is a full or half-day assignment.
- 7. For purposes of this MOU, one month shall start on the 20th day of the month and extend to the 19th day of the next month.
- 8. The principal and school secretary shall issue a memorandum to Payroll by the 20th day of each month that reports the substitute assignments for unit members during that month.

## IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES:

- 9. This MOU shall expire December 31, 2021.
- 10. This is a non-precedent setting agreement. Any contract language not in conflict with this MOU remains in effect.

This MOU is subject to CSEA's internal Policy 610 review and member ratification.

Nick Stephany (Jul 7, 2021 11:19 PDT)

For LACOE

April Vidrio (Jul 14, 2021 17:30 PDT)

For CSEA

Maranita Porter

Maranita Porter (Jul 24, 2021 16:22 PDT)

**For CSEA**