

**OFFICE OF LARRY E. REIDER
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

DATE: November 28, 2007

TO: John Lindsay

FROM: Ken P. Taylor

SUBJECT: CTA Contract Terms – Substitute Compensation

We continue to struggle with Appendix B (Extra Duty Pay Schedule), Fixed Rate Positions, Sections C-2 and C-3. While the application of these two sections may be clear in their applications to the Division of Special Education, there are a number of scenarios in the Division of Student Services in which the language lacks clarity.

Section C-2 states “Coverage Substitute – When no substitute is available for a classroom-based teacher and the absent teacher’s students are placed under the direct, physical supervision and control of another unit member, the unit member shall receive the substitute pay rate for the day. If students are distributed between unit members, the substitute pay shall be prorated among the receiving unit members.”

Based on our interpretation of this section, we believe this would apply to Court and Community Schools when 1) students from one class are moved to other classes, and 2) when a non-classroom based unit member is asked to cover a classroom. Compensation should be based on a “full day” substitute compensation rate.

We believe this section would not apply if the redistribution of students is the result of condensing the “class schedule” as a result of declining enrollment.

Section C-3 states “Non-Classroom Employee Substitute Coverage – When no substitute is available to cover the case load of a non-classroom employee and the students to which the employee provides services are allocated to other non-classroom employees on a temporary basis, the receiving employee shall be compensated at the regular substitute pay rate for the day. If the students are distributed between two or more non-classroom employees, the substitute pay shall be prorated among the receiving employees.”

We believe this section has no application to the Court and Community School programs due to the fact that the structure of the program does not use or require substitute coverage for Non-Classroom Employees and the phrase “When no substitute is available ...” clearly references those positions that do require substitutes in the absence of the employee.

Please confirm that the above outlined understandings of the Contract as it relates to Court and Community Schools is consistent with the terms of the Contract so that we can use them as the foundation for a set of clear expectations for our site administrators so that we can establish a consistent application of these Contract terms within the division.

Thanks.

This interpretation of the contract language was approved by John Lindsay on the date of this memo.

Cc: Janice Barricklow
Jeanne Hughes