

SIDE LETTER OF AGREEMENT BETWEEN THE  
HEMET UNIFIED SCHOOL DISTRICT  
AND  
THE HEMET TEACHERS ASSOCIATION  
2021-2022

**Class Coverage Practices when a Sub Cannot be Found**

Given the continuance of the worldwide pandemic (COVID-19) and the challenges it brings specifically around substitute fill-rates, the Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter into this Side Letter of Agreement ("Side Letter").

While not ideal, the District and the Association agree that due to the pandemic, and the subsequent substitute shortage that accompanies it, there is a need to use certain Bargaining Unit Members (those who do not have students rostered to them) to cover classes when a substitute cannot be found for the 2021-2022 school year:

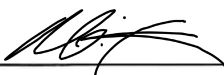
**1. Continued Efforts:**

- a. The District shall continue best efforts to recruit, interview and hire qualified substitutes.
- b. For daily jobs, the District shall continue its best efforts to fill daily certificated substitute jobs through:
  - i. The providing of sites with daily substitutes known as "floating substitutes"
  - ii. The use of the Absence Management calling system
  - iii. The transferring of certificated substitutes from one school to another where appropriate
  - iv. Personal phone calling efforts

**2. Job-Filling Practice:**

- a. In the event the District is unable to fill a daily certificated substitute job through the efforts noted above, the District and the Association agree to the following hierarchy for job-fills:
  - i. Alternative to Suspension Teachers
  - ii. BARR Coordinators
  - iii. WASC Coordinator Release Period
  - iv. AVID Coordinator Release Period
  - v. Special Education Release Period
  - vi. Site-based Coaches
  - vii. Literacy Specialists
  - viii. ASB Directors Release Periods
  - ix. Reading Specialists
  - x. Counselors
- b. District-based TOSAs, COSAs, and Coaches may be utilized to fill jobs at sites and may be called upon to perform other duties related to the pandemic.

- c. For those annotated in sections 2a and 2b, it is noted that while providing substitute coverage duties the work that would have regularly been performed during that time is to be suspended until it can be performed during their regular workday. Furthermore, should these members desire extra-duty opportunities after the workday to perform missed duties, they need only coordinate, at their discretion, with their administration for approval.
  - d. After exhausting the hierarchy in 2a and 2b and there is still a need:
    - i. For secondary, Bargaining Unit Members can continue to be assigned to sub during their prep period and are eligible for a comp period for each period covered.
    - ii. For elementary, when a Bargaining Unit Member receives students into their class when a sub is not available, regular contract language applies.
  - e. Administrators may be utilized to fill jobs as needed/required.
3. **Notice:** If, during the term of this agreement, if the District wishes to make changes to any practice outlined above, the District agrees to notify the Association so that the Parties may meet and discuss the effects of the change.
4. **Terms of Agreement:**
- a. This agreement shall expire June 30, 2022. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Side Letter of Agreement shall not be precedent setting nor form any basis for a past practice
  - b. All components of the current CBA between the Association and the District not addressed by the terms of this agreement shall remain in full effect.
  - c. This agreement is subject to ratification by the Association and the HUSD Board of Education, or designee.

  
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 Derek Jindra, Ed.D.  
 Assistant Superintendent of HR

8/24/2021  
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 Date

  
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 Jason Chrest  
 HTA President

8/24/21  
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 Date