

## ARTICLE 7: PROFESSIONAL WORKING CONDITIONS/ASSIGNMENT

### A. Work Day

1. A **bargaining unit member** ~~substitute teacher~~ who is not on contract pay and who is asked to work beyond the regular working day, or to fulfill extracurricular responsibilities for which the regular teacher receives additional compensation, or to return in the evening for parent-teacher meetings or other school activities shall be paid at the hourly rate based upon the daily rate of that **bargaining unit member's** ~~substitute teacher's~~ salary category. **Bargaining unit members** ~~Substitute teachers~~ who are on contract pay are required to return to school activities which occur beyond the regular working day and which are attended by regular teachers. In such instances, **bargaining unit members** ~~substitutes~~ on contract pay will not receive additional compensation.
2. **Bargaining unit members** ~~Substitute teachers~~ are scheduled by the District for a minimum of one-half day (4 hours) with such additional hours (up to 4) actually worked to be paid at a prorated rate (daily rate divided by 8). Pay will be assigned in 30-minute increments. ~~Substitute teachers~~ **Bargaining unit members** ~~assigned more than four hours, but less than eight hours,~~ will be compensated for 15 minutes before and 15 minutes after their student contact time. Whenever possible, all substitutes should have 15 minutes to review plans before being directly responsible for students. Substitutes may flex their assigned hours by 15 minutes on both ends of the assignment in order to allow additional time for preparation before the assignment hours begin. **Such flexibility must not interfere with direct student contact time.** For example, if the assignment hours are 8:00-4:00 the substitute may elect to work from 7:45-3:45.
3. When professional duties have been accomplished as assigned by the school administrator, and check-out procedures of the school are followed, the **bargaining unit member** ~~substitute~~ may leave with no deduction of pay if it is within an hour of the contracted time. It is understood that substitutes will remain at their assignment during the student instructional day.
4. If a **bargaining unit member** ~~substitute~~ is called to work in an unfilled teaching position after the first planning week prior to the opening of the school year, the **bargaining unit member** ~~substitute~~ will be eligible for up to 16 hours preparation pay at the contract rate with Human Resources approval. This substitute will be paid at the contract rate until a regular teacher is assigned.
5. If a **bargaining unit member** ~~substitute~~ is called with less than 1 hour notice to a full day job and the **bargaining unit member** ~~substitute~~ arrives by the beginning of the school student start time, the **bargaining unit member** ~~substitute~~ will receive 8 hours pay. If a substitute is assigned a job, and it is canceled within 30 minutes of start time, the substitute will receive a minimum of four (4) hours pay or will be assigned to another position if one is available.

6. ~~Substitutes~~ **Bargaining unit members** ~~(with a job # number)~~ **(with a job number)** will be paid for the assigned hours as long as they complete the full hours of the job assignment. If school is cancelled after the beginning of the school start time, and the substitute arrives with a job number, the substitute will be paid for the duration of the assignment as posted.
7. ~~Substitute teachers~~ **Bargaining unit members** are expected to perform all of the normal duties and assignments of the teacher they are replacing; however, they are not expected under normal circumstances to cover supervisory duties for other teachers present in the building; i.e., recess, bus, cafeteria.
8. **Bargaining unit members in jobs less than 10 days shall not be expected nor directed to develop lesson plans.**

## **B. Long-Term Substitute Teachers**

1. Long-term substitute teachers are teachers on a substitute assignment of ten or more consecutive assigned working days for a given teacher.
2. **For long-term assignments in self-contained Special Education classrooms, the District shall provide Safety Care training to the bargaining unit member on paid time, upon request by the member or the building administrator.**
3. 2. For all continuing assignments of ten or more consecutive working days, long-term substitute teachers will be paid contract pay retroactive to the first day of the long-term assignment. A continuing assignment is one where the ~~substitute teacher~~ **bargaining unit member** is assigned to replace the same teacher in the same class over a period of ten or more working days. Holidays, teacher work days, assessment days, grading days, staff development days, and days cancelled by the District are included both as days earned toward a long term assignment designation and as paid days within a long-term assignment provided the ~~substitute~~ **bargaining unit member** works the day before and the day following the closure. These five (5) holidays are Labor Day, Veterans Day, Thanksgiving Day, Presidents Day and Memorial Day.
4. **3. Bargaining unit members within a long-term assignment** will receive ~~emergency~~ a **personal day at the rate of 1 day per every 10 weeks, these days are non- accumulative except within each long-term assignment. When a Bargaining unit member is serving in a long-term substitute assignment and uses a personal day, the day may not be used to extend winter or spring break, holiday weekends, or holiday periods. Additionally, the personal day may not be taken on the first or last day of the contract year, or on the first or last student contact day of the year, unless the absence is for the observance of a religious holiday that falls on one of these restricted dates.** These days are non-accumulative.

- ~~4. Sick Leave--Long-term substitute teachers will be granted one full day of sick leave for personal illness for every twenty (20) consecutive full days taught during a given school year. Sick leave days will be prorated for continuing part-time assignments. Accumulated sick leave days may be used only during a continuing assignment of ten days or more after the ten days have been worked. Sick leave cannot be applied toward qualification for contract pay under a continuing assignment or for fringe benefits; i.e., sick leave is not counted as time worked except for purposes of maintaining eligibility for contract pay where sick leave is taken after ten (10) consecutive days of teaching. One unused day of sick leave may be carried over for use on long-term substitute assignments of ten days or more the following year.~~
5. Daily contract pay is computed on a yearly salary base, at the ~~substitute's~~ **bargaining unit member's** appropriate step and column of the teacher salary schedule, divided by the number of **licensed contract** days on the teacher salary schedule. Part-time work, if it involves a continuous teaching assignment, will be paid proportionate daily contract rate after completing ten or more working days on that assignment. Where a substitute is assigned on a continuing basis to part of a regular teacher's job and is the sole teacher of that regular teacher's classes to which they are assigned, they will be granted the contract rate when they have completed ten teaching days of continuing instruction.
6. On the date a long-term substitute assignment begins, the pay rate that is established is based on received verification of teaching experience (using the District Verification of Experience form) and official transcripts. If later, additional teaching experience and/or official transcripts are received, then pay will be adjusted from that date forward.
7. **Bargaining unit members in long term assignments who are called for jury duty will normally be expected to serve during the period for which they are summoned. Bargaining unit members who are summoned shall be provided paid leave by the District. A copy of the jury duty summons shall be filed with the District Human Resources Department. Any period of jury duty service will not be considered a break in service for their long-term substitute rate if required documentation is provided.**