

TUCSON UNIFIED
SCHOOL DISTRICT

2018-2019

Rights and Responsibilities

for

Substitute Teachers

January 1, 2019 through June 30, 2019

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ARTICLE ONE

DEFINITIONS

- A. The term **DAYS** shall mean working days. Working days are considered those exclusive of holidays and weekends. Working days shall mean teaching days plus duty days.
- B. The term **DISTRICT** shall mean the Tucson Unified School District.
- C. The term **EMPLOYEE** shall mean those individuals covered by these Rights and Responsibilities: Long Term Substitute and Daily Substitute.
- D. The term **FAMILY** shall include all provisions as defined in these Rights and Responsibilities, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the employee's household.
- E. The term **GOVERNING BOARD** shall mean the Governing Board of Tucson Unified School District.
- F. The term **SUPERINTENDENT** shall mean the Superintendent appointed by the Governing Board of Tucson Unified School District.
- G. The term **SUBSTITUTE** shall be defined as an individual that holds the appropriate credentials to be a substitute in the State of Arizona and is employed directly by Tucson Unified School District. The term **LONG TERM SUBSTITUTE** shall mean a substitute who is scheduled for an assignment longer than 15 consecutive days. The term **DAILY SUBSTITUTE** shall mean a substitute who is hired on a daily basis.
- H. The term **SUBSTITUTE MANUAL** shall be defined as a comprehensive handbook setting forth procedural practices and classroom guidelines.

Nothing in the provisions of these Rights and Responsibilities shall be construed as a limitation upon the application of federal law including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, and other Federal and State non-discriminations laws and regulations.

ARTICLE TWO

WAGES

- A. **Salary Schedules**
 - 1. The positions list and salary schedule for Substitute Teachers are found in Appendices A and B.

ARTICLE THREE**MEDICAL BENEFITS****A. Medical Insurance**

1. Eligible employees will receive medical insurance per the Affordable Care Act(ACA) requirements.
2. Employees who separate will be covered through the end of last month of employment.

ARTICLE FOUR**LEAVES OF ABSENCE WITH PAY****A. Sick Leave**

1. All substitutes shall be eligible for sick leave benefits which will be at a maximum of 40 hours per Proposition 206 Sick Leave.
2. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
3. Employees who need to leave their position before the work day is finished, or employees who start their work day later, will have their absence time charged to sick leave in half day increments.
4. Sick leave may be used in accordance with the requirements of The Fair Wages and Healthy Families Act, A.R.S. 23-373.
5. A written statement from the treating physician will be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's family if the absence is more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

B. Released Time

Released time may be granted for Long Term Substitutes to attend any approved professional development, conferences or conventions that would enhance an employee's work performance. This would not apply to Daily Substitutes. First consideration will be given to employees participating or presenting in a conference/convention. Released time must be requested at least one (1) week before in-state meetings, and out-of-state forms must be submitted for Superintendent approval prior to a conference.

ARTICLE FIVE**UNPAID LEAVES OF ABSENCE****A. Family and Medical Leave**

All requests for Family Medical Leave by District employees will be processed in accordance with the corresponding Governing Board Policy.

B. Absence Due to On-the-Job Injury

1. An employee will use accumulated paid leave for absences due to an industrial injury, not to exceed 100% of the standard daily rate of pay. The District's Workers' Compensation carrier will also compensate the employee in accordance with state law.

2. Employees injured on the job may be assigned to work “restricted duty” as recommended by the industrial injury treating physician.
3. A combination of paid leaves and restricted duty, are not to exceed twelve (12) months for a single on-the-job injury

ARTICLE SIX

CONFLICT RESOLUTION PROCESS

The intent of this process is to provide a method of resolving conflict in an equitable manner. As such, this process is recognized as a non-judicial, administrative process. The employee, in implementation of the process, has the right to have another employee assist them in the presentation of a problem issue.

A. The Conflict Resolution Process may be used for the following:

1. Informal Step - The employee and their immediate supervisor shall meet informally to try to resolve the issue. If resolution is not reached by such a meeting, the employee may proceed to the next step.
2. If no resolution is reached, the employee shall, within 10 days of the informal meeting, present a written summary of the issue to their immediate supervisor, with a copy to the department head. The immediate supervisor or department head shall respond in writing to the employee’s complaint within 10 days. If the department head is the immediate supervisor, the matter may then proceed directly in writing to the Director of Employee Relations.
3. The employee, the Director of Employee Relations, and the department head shall then schedule a meeting to mediate the employee’s issue.

ARTICLE SEVEN

EVALUATION

A. Evaluation

Employees will be evaluated according to applicable procedures as set forth in the Substitute Manual.

ARTICLE EIGHT

RIGHTS AND RESPONSIBILITIES OF EMPLOYMENT

A. Duration

The provisions of these Rights and Responsibilities for Substitutes shall be effective January 1, 2019 and shall continue in full force and effect through the last day of the fiscal year.

- #### **B. Guidelines and regulations related to classroom management and procedural practices shall be included in the Substitute Manual.**

Appendix A – Substitute Teachers

Title
Long Term
Daily Substitute

**Appendix B – Substitute Daily Base Rate Schedule
January 1, 2018 – June 30, 2019**

Long Term Substitute
Full day - \$125.00
Half day - \$62.50
Full Day at an L-25 School - \$135.00/day
Half Day at an L-25 School - \$67.50/day
Daily Substitute
Full Day - \$100.00/day
Half Day - \$50.00/day
Full Day at an L-25 School - \$120.00/day
Half Day at an L-25 School - \$60.00/day
Daily Rate for Ex Ed Certified Teacher Subbing in Ex Ed Classroom
Full Day - \$165.00/day
Half Day - \$82.50/day