

ARTICLE V: SUBSTITUTES**ARTICLE V: SUBSTITUTES**

SPS will provide every substitute hired into SPS at the beginning of the school year or thereafter a standard SPS Orientation Packet which will include a copy of this Agreement, the Substitute Handbook, SPS Rules and Regulations Affecting Substitute Certificated employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share SEA materials included in the packet prior to their inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion. As a reference for all SPS personnel, "Best Practice for Substitute Teachers" is found in Appendix L.

1. Types of Substitutes:

- a. Senior Substitute: A senior substitute is a person eligible to substitute for SPS, who has served four (4) or more years as a SPS substitute teacher or regular employee. To maintain this designation a senior substitute must work 45 days in the prior year. (Note: to be eligible for medical insurance the senior substitute must work at least 630 hours in the prior year). Teachers laid off and not re-employed by the start of the school year, will be considered a senior substitute upon application.
- b. Regular Substitute: A regular substitute is a person eligible to substitute for SPS, who has served fewer than four (4) years as a SPS substitute or regular employee.
- c. Building Designated Substitute: A person who is specifically employed or assigned as a Building Designated Substitute for a given school year to serve every day as a substitute educator either at a specified school or cluster of schools.
- d. Long-Term Substitute: A substitute who remains in a single assignment of forty-five (45) or more consecutive workdays.

2. Assignment of Substitutes:

- a. Substitutes will receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
- b. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute will be placed and staffed in the position on contract, with contract pay, healthcare and welfare benefits and retirement. Coverage will begin on the first of the following month if eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage will begin on the first of the second full month thereafter. Eligibility will be for a minimum of three (3) months beyond the last day in the assignment.
- c. A continuous assignment is defined as working consecutive days in a single assignment, in multiple assignments in the same school, or in high needs schools or hard to fill positions.
- d. Substitutes selected for a "hard to fill" pool are considered to be in a continuous assignment. SPS will not use substitutes on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees. SPS will utilize leave-replacement contracts for those long-term positions which are unfilled or where employees are out on leave for one school year or less than one year but greater than ninety (90) student days. If a substitute working more than ninety (90) days in a position is ineligible for a leave-replacement contract, the substitute will receive a stipend equivalent to the contractual pay they would have received if they or the position had been eligible for a leave replacement contract.

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- e. Building principals/program managers will not require a substitute to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute does supervise another class during their scheduled PCP time, they will receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.
 - f. When working an assignment in a school with a rotating or block schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.
 - g. If two (2) or more substitutes are called for the same assignment, SPS will pay each substitute called the full rate of pay for the initial day of the assignment.
 - h. A half day (0.5) substitute assignment will consist of up to three and a half (3.5) clock hours.

An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level will count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of item e above.
 - i. In the event a substitute is assigned to two or more buildings in one day, the employee will be paid the contractual mileage to travel between school buildings.
 - j. When working an assignment in a school with a rotating schedule or block schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.
 - k. Substitutes for teachers who are working a supplemental 0.1 FTE contract will be paid an extra half hour. Substitutes for those teachers who are working a supplemental 0.2 FTE contract will be paid an extra hour.
- 3. Teacher Request for a Specific Substitute: A request for a specific substitute, made by a regular full-time or part-time teacher, will be honored, if possible, provided the substitute requested is available for the assignment.
 - 4. Classifications of substitute assignments:
 - a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute assignments will be as indicated in the Salary Schedule for Substitutes in the Appendices of this Agreement. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year will start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. Sixteen (16) consecutive workdays or longer assignments. Any assignment that exceeds fifteen (15) consecutive workdays will be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.

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- c. Daily substitutes who must set up classrooms will receive up to two (2) day's pay at the substitute per diem rate, up to sixteen (16) hours for hours worked.
 - d. Building Designated Substitutes will be issued a contract paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits and contractual days funded at the same rate as all other regular certificated non-supervisory contracted employees.
 - e. SPS may designate a pool of certificated and classified substitutes who agree to be assigned to "hard to fill" positions.
 - f. Substitutes who agree to work in positions that are designated "hard to fill" according to Article V, 2, will be paid a substitute rate determined by the Labor Management Committee.
5. Breaks in consecutive day assignments
- a. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
 - b. One day missed within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
6. Cancellation of Assignments:
- a. Should a cancellation by the school or the District of a certificated substitute assignment within 12 hours of the assignment's start time be necessary, the certificated substitute may select another assignment or have the option of three and one half (3.5) hours of pay should they choose not to accept another assignment.
 - b. A certificated or classified substitute who has accepted an assignment through the district's online system may cancel or drop that assignment through the online system up to 12 hours before the substitute assignment begins and select a new job through the system.
 - c. A certificated or classified substitute who has accepted an assignment through the district's online system and cancels or drops that assignment within 12 hours of the start time of the assignment, or who fails to show up for the substitute assignment as scheduled, may not select another substitute assignment for the first day of the substitute assignment which they either cancelled, dropped or failed to appear for. It is understood that unavoidable situations, like a personal emergency, illness or the like, may at the last minute prevent a substitute from fulfilling an assignment that was accepted. If the emergency is resolved, the substitute may contact the Substitute Office to be assigned a job for that day, if one is available.
7. Leaves and Medical Benefits for Substitutes:
- a. A substitute serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment. This Sick Leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
 - b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.
 - c. Substitutes who work 630 hours will accrue sick leave at 1 hour for every 20 hours of work in the same school year.

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- d. Senior substitutes shall accrue sick leave at 1 hour for every 20 hours of work in the same school year.
 - e. Prior to working 630 hours, daily substitutes accrue paid sick leave at the rate of one hour for every 40 hours worked. Daily substitutes who work 630 hours or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 hour for every 20 hours worked retroactive to the first day worked of the school year.
 - f. All accrued, unused sick leave rolls over to the following school year for substitutes to utilize.
8. Medical insurance eligibility:

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All employees who worked at least 630 hours during the past school year and are anticipated to work at least 630 hours in the current school year shall be deemed eligible for full benefit coverage under SEBB Resolution 2018-36. Employees who are hired after September 1 but are anticipated to work 630 hours or more shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding "mid-year hires."
9. Substitutes may participate in the hiring process described in Article VIII, Staffing. Substitutes will be given consideration over outside candidates for all certificated positions in their categories. Consideration means that all qualified substitute applicants will be forwarded to the hiring teams and the most qualified substitute applicant, as deemed by the hiring team, may be one of the two internal applicants. Additionally, at the request of the hiring team, a qualified substitute may be interviewed during Phase I.
10. Pay for Extra Work upon Opening of School: Certificated substitutes who work more than eight (8) hours the day prior to the opening of school or the first day of school will be paid hourly for the extra work over the initial eight (8) hours. The extra pay will be equal to one-eighth of the daily rate for each hour worked over eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.
11. Substitutes who work in a long-term substitute position have the right to be included when building surveys are administered.
12. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C. 2.c. On early release days, daily substitutes may attend the professional development in the assigned school; attend another district provided professional development experience; or request the principal/program manager assign them tasks to perform during their assigned hours.
13. At the request of the employee, substitutes working in a long-term assignment of sixty (60) continuous days or more will be evaluated by the building principal, program manager, or assigned administrator using the evaluation tool found in Appendix K. Those substitutes requesting an evaluation and working in a long-term assignment for more than ninety (90) days will be observed at least once using the Charlotte Danielson framework and evaluated using the evaluation tool found in Appendix K. A copy of all documentation will be provided to the substitute employee first and then a copy of the evaluation will be sent to the employee's district personnel file.
14. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form.
15. A substitute may not be barred from a building/program without notification. In an effort to support informal resolution of concerns, a substitute has a right to a meeting within two (2) weeks of filing with a Labor Relations Manager or designee, and prior to the form being placed in the employee's file. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a

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Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.

16. When substitutes are hired to proctor tests (on weekdays or weekends) and they are required to attend a training, they will be paid for both the training and time as proctor at the same pay rate.
17. Orientation and Training:
 1. SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:
 - a. Paid orientation training for new substitutes.
 - b. SPS will provide one (1) hour paid mandatory training for all newly hired substitute educators to be completed prior to entering the jobsite.
 - c. SPS will provide two (2) hours of mandatory training for all substitute educators who work five or more days annually. Training must be completed by October 31st or within 8 weeks of hire in the first year.
 - d. SPS will provide 7 hours of required paid de-escalation training to all substitute educators that must be completed within the first two years of employment.
 - e. Substitutes have access to paid racial equity, LGBTQ and special education trainings. Required trainings are not funded by the Substitute Professional Development Fund.
18. Substitute Joint Labor Management Committee
 - a. SEA and SPS will convene the Substitute Joint Labor Management Committee (Sub JLM) on a monthly basis and will be a problem-solving forum for discussing substitute issues rather than hearing individual cases. It will focus on general contract administration and interpretation as well as program improvements, identifying efficiencies, and collaborating to address fill rates. The Sub JLM will consist of eight (8) members, four (4) selected by SEA and four (4) selected by SPS.
 - b. The Sub JLM will annually review the "Best Practice for Substitutes" appendices in all three CBAs to jointly determine if any revisions should be made and ensure that the best practices are being communicated to all staff.
 - c. ii. The Sub JLM will review the Guidelines for Substitute Teachers and the Substitute Evaluation Form to jointly determine if any revisions should be made.