

ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS

Section 1. Use of Temporary Instructors

- A. When students for whom a teacher has assigned duties to instruct or supervise are in attendance, a temporary instructor shall be utilized whenever the teacher is absent from the work location on approved leave, except when no temporary instructor is available, in emergencies, or where on-site personnel have volunteered to cover the absent teacher's duties. In all cases, the principal has the right to provide supervision for students that, in his/her opinion, best provides for their safety.
- B. Employees in this unit shall not be shifted from their regular duties to cover a full-day absence of a teacher, except as noted in A. above. Part-day absences shall be covered at the direction of the principal, provided, however, that every reasonable effort shall be made to utilize temporary instructors in such cases.
- C. Where an emergency temporary instructor has been retained for the next workday and an absent teacher has not notified the supervising administrator (or designee) 30 minutes prior to the scheduled student dismissal time, the emergency temporary instructor shall be the employee entitled to work on the next workday.

Section 2. Interim Teachers (3100s)

- A. An interim teacher shall receive the same salary as a contract teacher from the first day of such assignment. Interim teachers will become eligible for insurance benefits on the first day of paid employment in a full-time position. Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment. All interim teachers who complete the insurance eligibility requirements during the last month of the school year, and where such assignment continues through the last day of the school year shall receive said benefits on the first day of the month of employment (i.e., September 1st or October 1st) of the upcoming school year, if re-employed within 30 days. Interim teachers who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Interim teachers must be certified in the area of assignment, unless waived by the Chief Personnel Officer for Human Resources. It is the intent of the parties that employment of temporary instructors shall not exceed 10 consecutive days.

Assignments projected to exceed 10 consecutive days require the service of a certified, qualified interim teacher to be placed in the appropriate 3100 job code.

An interim teacher who is assigned to substitute in an allocated and encumbered position which remains vacant for 31 or more workdays shall be entitled to the same rights, privileges, benefits, and salary as accorded to a regular teacher. Any 3100 who works, as described herein, until the last day of school and is re-employed and reassigned to the same encumbered position prior to September 1 of the subsequent school year shall continue to receive, without interruption, the same salary and benefits as a full-time teacher.

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Pool temporary instructors who are employed as interim teachers shall be paid as a regular teacher upon the interim teacher assignment.

The status of interim teachers who have an interruption in service or are assigned to another work location shall be in accordance to this Article.

- B. An individual hired as an interim teacher shall acknowledge in writing that the position is "temporary" and without any expectation of continued employment beyond that approved by the chief personnel officer of Human Resources or designee. The term of the temporary appointment shall be until the job incumbent returns from leave or until the position becomes unencumbered, or until the end of the school year.

Salaries for interim teachers shall be adjudicated on the "AO/CO" Salary Schedule in a manner consistent with their credentials and years of experience.

Section 3. Pool Temporary Instructor

- A. Pool Temporary Instructor -- A temporary instructor guaranteed a minimum of 180 days of employment during the school year who agrees to perform daily emergency temporary instructor work on a schedule established by the Regional Center Superintendent.
- B. Compensation for pool temporary instructors shall be at the rate set by the AS Salary Schedule (Appendix E) for temporary instructors.
- C. Pool temporary instructors shall be under the overall direction of Regional Center Superintendents and shall be assigned to individual school-site work locations on an as-needed basis.
- D. At individual work-site locations, pool temporary instructors shall be under the direct supervision of the principal and shall be available to cover classes all day, or for segments of the day, and shall perform any other instructional or related duties, as assigned.

Section 4. Emergency Temporary Instructors

Emergency temporary instructors are employees who work on a day-to-day basis, as needed, to temporary instruct for a regular employee.

Section 5. Temporary Instructors for Special Teachers

Every effort shall be made to provide temporary instructors for all special teachers such as art, music, physical education, media specialists, special education teachers, and teachers in the Bilingual Education Program.

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Section 6. Use of Special Teachers

Except in emergency situations, special teachers (e.g., art, music, physical education, bilingual education, special education, and media specialists) shall not be utilized as temporary instructors.

Section 7. Emergency/Pool Temporary Instructor Salary Schedule - (AS)

Effective the first day of the school year, emergency, paraprofessional and pool temporary instructors pay rates shall be as follows:

TEMPORARY INSTRUCTORS' SALARY SCHEDULE (AS)

	2006-2007	2007-2008
Pool	\$116	\$120
Temporary Instructor - Degreed	91	94
Temporary Instructor - Associate Degree	67	69
Paraprofessional (High School or Equivalent)	58	60

Emergency temporary instructors who teach for regular full-time Special Education (SPED) teachers, except Gifted, or who teach at an Alternative Education site, as identified by an asterisk (*) in Article XXV, Section 2, shall be paid an additional \$16 per day. This compensation shall be increased to \$17 per day effective the first day of the regular 2007-2008 school year.

Section 8. District Teacher Reserve Pool (DTRP)

1. Each year the Superintendent may establish a pool of newly-hired teachers who are not assigned to specific locations. If established, this pool of teachers shall be hired under the direction of the Superintendent of Schools or his/her designee to be assigned to locations identified by the Superintendent to fill open positions or substitute for absent teachers for short term or long term absences.
2. Teachers hired for the DTRP shall receive the same salary and fringe benefits as a contract teacher from the first day of employment at any point of hire during the school year.
3. Teachers hired for the DTRP shall not be required to earn the minimum six-college credits if they are assigned out-of-field for less than one year beginning in the 2004-2005 school year.
4. At any time during a school year, should the Superintendent or his designee determine that the DTRP is no longer needed, the remaining teachers shall be assigned to substitute for absent teachers for the remainder of the school year. Teachers hired for the DTRP shall be guaranteed employment for the remainder of the school year, subject

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to the provisions of Articles XIII and XXI. All salaries and fringe benefits cease at the end of the school year.

5. Teachers in the DTRP will be required to attend faculty meetings, grade and departmental meetings, and professional development training, as directed by the principals of the assigned schools .
6. The Union agrees not to file a grievance, unfair labor practice charge, or initiate any other type of litigation as a result of the implementation of the DTRP. The aforementioned shall not constitute a waiver of the UTD's right to file a grievance, pursue arbitration or initiate litigation in the appropriate forum in the event the UTD alleges that a specific provision of this section or the collective bargaining agreement is being violated.
7. These provisions will remain in effect each school year at the discretion of the Superintendent and approval of the Union.

Section 9. Enhancing Achievement Through Temporary Instructor Teacher Training (EATTI)

The parties agree to establish a joint ad hoc committee which will develop recommendations regarding comprehensive temporary instructor training and orientation programs. Such recommendations will be submitted to the Superintendent of Schools and the UTD President or Designee.