

PREAMBLE

WHEREAS, the Superintendent of Schools and the Association recognize and declare their mutual intent to promote harmonious and cooperative relationships among the District, the Association and the employees to whom this Agreement applies, and to protect and promote the public interest by assuring at all times the orderly and uninterrupted operation of the Kenmore-Town of Tonawanda Union Free School District, and

WHEREAS, the Superintendent of Schools and the Association declare that providing a quality education for the children of the District is their mutual aim; and

WHEREAS, the Board of Education, under law, has the final responsibility for establishing policies for the District; the Superintendent of Schools and his staff have the responsibility of carrying out those established policies; and the per diem substitute teachers covered by this Agreement (herein called "employees") have responsibility for providing the best possible education when they are in the classroom; and

WHEREAS, the District and the Association have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. CONCERNING THIS AGREEMENT

Section 1.1 Definitions

1.1.1 "District" means the Kenmore-Town of Tonawanda Union Free School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) authorized to act on behalf of the District.

1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

1.1.3 "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent of Schools to do may be done by a

person designated by the Superintendent of Schools to act on behalf of the Superintendent of Schools.

1.1.4 "Association" means Kenmore Teachers Association.

1.1.5 "Employee" means a per diem substitute teacher included in the unit set forth in paragraph 1.2.1 of this Agreement.

1.1.6 "Party" means the District or the Association.

1.1.7 "Parties" means the District and the Association.

1.1.8 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

1.1.9 "Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

1.1.10 "Unit" and "negotiating unit" each mean the employer-employee negotiating unit as set forth in paragraph 1.2.1 of this Agreement.

1.1.11 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.

Section 1.2 Recognition and Term

1.2.1 The Board recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in this employer-employee negotiating unit: all per diem substitute teachers who received a reasonable assurance of continuing employment from the District under subdivision ten of Section 590 of the New York State Labor Law sufficient to disqualify them from receiving unemployment insurance benefits. Per diem substitutes who have never received such assurances shall become members of the negotiating unit after one day of service rendered to the District.

1.2.2 The term of this Agreement begins at 12:01 a.m. on the Execution Date of this Agreement and ends at midnight on June 30, 2016. Nevertheless, if a particular provision of this Agreement

sets forth a different beginning or ending date for that provision, the date so set forth shall be controlling as to that provision.

Section 1.3 Amendments and Waivers

1.3.1 This Agreement constitutes the full and complete agreement made by the parties during the course of negotiations relating to employees in this negotiating unit. It can be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties set forth in a written and dated amendment to this Agreement signed by authorized representatives of each party.

1.3.2 During the term of this Agreement, the District may unilaterally alter any term or condition of employment of any employee or group of employees so long as such alteration does not violate any express provision of this Agreement. The District will negotiate with the Association on demand concerning the impact of any such unilateral alteration.

Section 1.4 Interpretation and Legal Effect

1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- (a) A word used in one gender applies also in the other gender.
- (b) A word used in the singular number applies also in the plural.
- (c) Language in this Agreement is to be construed as strictly against one party as against the other. It is immaterial which party suggested it.
- (d) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- (e) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to his/her office or in person (in which case he/she shall sign a receipt therefor) or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent's office at Kenmore-Town of Tonawanda Union Free School District, 1500 Colvin Boulevard, Buffalo, New York 14223.
- (f) Giving notice to the Association means giving notice to the President of the Association by delivering it to the President's office or in person (in which case the President shall sign a receipt) or by sending it to the

President by registered or certified mail or telegram addressed to the Kenmore Teachers Association office address as shown on the books of the District.

1.4.2 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.4.3 Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control unless such provision expressly states a contrary intent.

1.4.4 Neither party is obliged to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

1.4.5 Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any employee any type, amount or period of work.

Section 1.5 Copies

1.5.1 The District shall, at its expense, reproduce and give to each employee a copy of this Agreement. The District shall also, at its expense, reproduce and give to the Association fifty (50) copies of this Agreement for its use.

ARTICLE 2. DISTRICT-ASSOCIATION RELATIONS

Section 2.1 No Strike

2.1.1 There shall be no strikes or work stoppages for any reason whatsoever during the term of this Agreement. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike.

Section 2.2 Dues Deductions

2.2.1 Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the Superintendent of Schools not later than the tenth consecutive calendar day prior to the first day of the payroll period during which the first deduction is to be made. The authorizations shall be in a form satisfactory to both parties. Deductions for an employee shall continue to be made until and including the payroll period during which the District has received from the employee a signed written statement revoking his/her dues deduction authorization. An agency fee shall be deducted from the wages of all employees who do not authorize a membership dues deduction.

2.2.2 Not later than the third week of September of each fiscal year, the Association shall deliver to the office of the Superintendent of Schools a notice, signed by the Association, of the amount of dues and agency fee to be deducted for each employee for each day worked (up to the maximum number of days specified by the Association) by that employee during that year. The amount of dues and agency fee to be deducted and the maximum number of days of deduction shall be the same for all employees. The District shall transmit the total amount of dues and agency fees so deducted within two weeks after each payday on which the deductions are made.

2.2.3 The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Article. Except where a clerical error has been made in the deduction of dues, agency fees, or initiation fees, which error will be adjusted promptly, any questions as to the correctness of the amount deducted shall be settled between the employee and the Association.

Section 2.3 Negotiations

2.3.1 The proposals exchanged for a successor to this Agreement must be concerned with the terms and conditions of employment of employees and the administration of grievances arising from such terms and conditions. The matters to be negotiated shall be limited

to the proposals so exchanged unless the parties mutually agree in writing to negotiate additional matters.

2.3.2 Notwithstanding any provision of law, rule or regulation apparently or actually to the contrary, either party may declare impasse on or after August 31, 2016.

2.3.3 The Association shall provide the District with copies of its by-laws, constitution, officer lists, and the names of its negotiation representatives for this unit, certified as to the accuracy by the executive secretary of the Association, prior to the initial negotiation meeting. Also the Association shall provide the District with the minutes of any general Association meeting or any meeting of the employees in this unit at which the negotiations or final agreement are in any way discussed. The District shall provide the Association's negotiation representatives for this unit, upon their request, any materials and information constituting the public records of the District, including a copy of the District's administrative regulations and amendments thereto and the minutes of any regular Board meeting at which the negotiations or final agreement are in any way discussed. If there is a dispute about what constitutes public records, both parties shall be bound by the determination of the Commissioner of Education or his legal staff.

2.3.4 The only restriction on communications during negotiations shall be that a party shall give to the other party advance notice of any press release which the party makes.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 3.1 General Provisions

3.1.1 Only a violation of this Agreement, specifically identified as such by reference to one or more paragraph numbers of this Agreement, may be grieved.

3.1.2 A grievant is an employee who submits a grievance or is the Association.

3.1.3 For purposes of this Article 3, school day means a day on which the District's schools are open for instruction and, during the months of July and August, means any day except a Saturday, a Sunday, and Independence Day. It is essential that the time limits set forth in this Article 3 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent

extend any such time limit, provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.

3.1.4 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any representative of the District and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.

3.1.5 If an appeal from an answer is not submitted at the next step on or before the last day of the applicable time limit set forth in Section 3.2 of this Agreement (or the last day of an extension of that time limit agreed upon pursuant to paragraph 3.1.3 of this Agreement), the grievance will be deemed adjusted in accord with the last answer given and further appeal shall be barred. If an answer is not given on or before the last day of the applicable time limit set forth in Section 3.2 of this Agreement (or an extension of that time limit agreed upon pursuant to paragraph 3.1.3 of this Agreement), the grievance may be appealed as though the answer had been given on such last day.

3.1.6 The purpose of the grievance procedure set forth in this Article 3 is to provide an exclusive method for resolving differences. Therefore, before submitting a grievance to arbitration, the employee and the Association should decide between arbitration of the grievance and commencing a proceeding before a judicial or administrative body or person for resolution, because it is agreed that:

- (1) submitting a grievance to arbitration bars the employee and the Association from then or later commencing any administrative or legislative proceeding involving the same act of the District as is the subject of the grievance; and
- (2) commencing a judicial or administrative proceeding bars the employee and the Association from then or later submitting a grievance involving the same act of the District as is the subject of the proceeding.

3.1.7 An answer to a grievance shall be given either by delivering it to the grievant personally (in which case the grievant shall sign a receipt) or by depositing it in the mail in a postage paid, certified mail, return receipt requested, envelope addressed to the grievant home address as shown on the District's records. The District will provide a copy of the written answer to the KTA Grievance Chair.

3.1.8 The investigation and processing of grievances shall be conducted at mutually agreeable times so that classroom activities are not interrupted. Every effort will be made to avoid involvement of students in any phase of the grievance procedure.

3.1.9 Material and relevant records concerning a grievance will be made available as soon as reasonably possible, upon request. All grievance documents shall be filed separately from the personnel files of employees.

Section 3.2 Grievance Procedure

3.2.1 Step 1. Before submitting a written grievance, the grievant must discuss the subject matter of the possible grievance with his/her supervisor. If the discussion does not resolve the matter, then the grievant, to file a grievance, must provide to the supervisor/principal a written request which includes a detailed description of the nature of the grievance, including the date and location of the incident and the relevant contract sections not later than the fifteenth school day after the day on which occurred the act of the District which is the subject of the grievance. If that act of the District is considered to be a "continuing act", the grievance must be submitted not later than the fifteenth school day after the day on which the "continuing act" began. If a grievance is not submitted within the time limit specified in whichever of the second or third sentences of this paragraph 3.2.1 applies, the grievance is barred and the District need not consider a grievance submitted after the applicable time limit. The supervisor has five school days after the day on which the grievance was submitted to answer the grievance in writing. During that five school day period, the supervisor and the grievant shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall also meet with the supervisor if he/she so requests. If the grievant is not satisfied with the answer, he/she has ten school days after the day on which the supervisor gave the answer to appeal the grievance in writing to the Superintendent of Schools or superintendent's designee.

3.2.2 Step 2. Not later than the fifth working day after the day on which a grievance appeal is received by the Superintendent of Schools, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association, the Superintendent of Schools, and others who have knowledge of the matter. The Superintendent of Schools must answer the grievance in writing not later than the tenth school day after the day on which the Step 2 meeting was held. If the Association is not satisfied with the answer, it has ten school days after the day on which the Superintendent of Schools gave the Association the answer to appeal the grievance in writing to the next level.

Section 3.3 Arbitration

3.3.1 The "next level" referred to in paragraph 3.2.2 of this Agreement is arbitration. The Association can appeal to arbitration by sending a demand for arbitration to the American Arbitration Association ("AAA"), with a copy to the Superintendent of Schools' office, within the time limit specified in the last sentence of paragraph 3.2.2 unless the parties mutually agree in writing to extend that time limit. The demand shall request the AAA to send to each party a list of 20 arbitrators competent to hear and decide the grievance.

3.3.2 When each party receives its list of arbitrators, it will strike off the names of the arbitrators which are unacceptable to it, number the remaining names in order of the party's preference, and return the list to the AAA. The AAA shall then name the arbitrator, if any, who has the highest common preference on the parties' lists. If there is no arbitrator on the list acceptable to both parties, the AAA shall send a second list of twenty names of such arbitrators to each party and the foregoing procedure shall be repeated. If there is no arbitrator on the second list acceptable to both parties, the AAA shall make an administrative appointment subject to challenge for cause only, but no arbitrator on either of the two lists previously submitted to the parties shall be so appointed.

3.3.3 To the extent they are consistent with the provisions of this Agreement, the arbitration proceeding shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA and the provisions of Article 75 of the New York State Civil Practice Law and Rules.

3.3.4 The arbitrator is hereby empowered to hear and decide the grievance as alleged in accordance with the evidence presented at

the hearing. The arbitrator's decision will be final and binding on the parties and the employees.

3.3.5 If, pursuant to the arbitrator's power under paragraph 3.3.4 of this Agreement, the arbitrator sustains the grievance as alleged, the award may include a remedy which is appropriate to correct the violation determined to have occurred, but that remedy may not require the performance of any act which is contrary to law, or which the District has no power to do, or which conflict with any of the provisions of this Agreement. The arbitrator shall have no power or authority, expressly or by implication to alter, add to, subtract from or modify any provision of this Agreement nor to substitute his/her judgment or discretion for that of the District in matters which this Agreement leaves to the District's judgment or discretion.

3.3.6 The arbitration hearing shall be held during normal school hours or, if held in July or August, then between 8:00 a.m. and 5:00 p.m. on any day except a Saturday or Sunday, unless the parties mutually agree otherwise.

ARTICLE 4. WORKING CONDITIONS

Section 4.1 Non-Economic Conditions

4.1.1 **Personnel File:** There shall be only one official personnel file for each employee and it shall be maintained in the Personnel Office. Except as otherwise provided by law, material in the file shall not be disclosed to persons other than administrators of the District, members of the Board, the employee on whom the file is maintained, and representatives of the Association duly authorized in writing by the employee to have access to the file. During normal office hours, an employee may review the contents of the personnel file maintained on the employee except for confidential employment references. An employee's request to have material in his/her file copied shall be granted provided the employee pays the fee for copying established by the Board for each copy requested after the first copy furnished to the employee. A document which is dated and is identified as to its source shall be included in the file when submitted by the employee. A document commenting on the employee's performance shall not be placed in the personnel file unless a copy thereof has been sent to the employee. An employee shall be granted an interview with the Assistant Superintendent for Personnel regarding any item in his/her personnel file within a reasonable time after the request is submitted in writing. Union representation may be

present during the interview. If the employee so requests, the author of the item in question shall be present at the interview if the author is then an employee of the District.

4.1.2 **Assault:** If an employee is assaulted while in the performance of assigned duties, he/she must promptly report the assault to the administrator in charge of the building where the assault occurred. The District will provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident.

Legal Counsel: If an employee is complained against or sued as a result of any lawful action taken by the employee while in discharge of assigned duties and within the scope of the employee's employment, the District will provide legal counsel and render all necessary assistance to the employee in his/her defense provided, however, that the employee has delivered to the Clerk of the Board the original or a copy of the summons, complaint, or other legal papers served upon the employee not later than the tenth consecutive calendar day following the date on which the employee was served.

4.1.3 **Student Transportation:** The transportation of students by employees in personal automobiles shall not be permitted except as expressly authorized by the Superintendent of Schools or a duly authorized representative or as may be required in an emergency affecting the physical health or safety of students. The District's liability when students are transported by employees shall be determined in accordance with Section 3023 of the New York State Education Law.

4.1.4 **Plans and Materials:** The parties recognize that a substitute teacher's successful performance of assigned duties is dependent in part on being provided with adequate plans and materials. It is the District's intent that each teacher provide to a substitute teacher the following:

- (1) lesson plans for the day
- (2) seating charts for each class or a class list
- (3) keys for all rooms the teacher must use
- (4) appropriate materials for the day.

The Association and the substitute teachers recognize that these materials must be furnished by teachers employed by the District. Therefore, failure to furnish them will not be made a subject of a grievance. However, if these materials are not furnished and the

substitute teacher so reports to the building principal, the building principal shall call that failure to the attention of the responsible teacher.

The District will provide:

1. A manual for the building which includes safety procedures (fire drills, lockdowns, shelter in place, and other precautionary measures outlined in the District's SAVE plan.)
2. Guest login for building e-mail.
3. Roster of building, department, or grade level leaders.
4. Access to student health or medical issues.

4.1.5 **Academic Freedom:** The District and the Association agree that education in this community will be served best by supporting academic freedom in order that teachers may freely and objectively educate within their area of professional competence with due concern for the rights of the individual pupil, the values of the community and the needs of society; and in order that pupils may discuss controversial matters in their level of intellectual and social development. Nothing in this paragraph is intended to permit a substitute to depart from the lesson plans provided by the regular teacher.

4.1.6 **Evaluation:** Administration has the sole responsibility and authority for the evaluation of substitute teachers, but this is not intended to prevent the continued use of the Daily Classroom Teacher Report. Any document commenting on the employee's performance shall not be placed in the personnel file unless a copy thereof has been sent to the employee.

4.1.7 **Term Substitute Evaluations:** Term Substitutes (40 consecutive days or more) shall be evaluated by a building administrator during the course of their assignments. Such evaluations shall be submitted to the Assistant Superintendent for Personnel and shall be included in the candidate's application for employment.

4.1.8 **Substitute Teacher Interview Consideration:** Substitute teachers with 80 or more days of substitute service during the current year may submit a complete application package to the Human Resource Office and receive an interview by the Asst. Supt. - HR or designee for probationary employment consideration. The responsibility to submit a complete application package is the sole responsibility of the eligible substitute teacher. The required interview package shall include a completed employment application, no less than three letters of reference (including one from a

district principal and one from a district teacher), copies of certifications, and copies of transcripts. The package shall be submitted between February 1st and June 30th annually. It is the applicant's responsibility to schedule the interview through the HR office with the Asst. Supt - HR. This interview process does not provide any assurances of future employment (for either term substitute or probationary employment) by the district and is not subject to the grievance process.

4.1.9 **Planning Period:** Full day substitute and full day traveling substitute service is to include 1 planning period (break) equal in length to that of the absent teacher, however not necessarily scheduled during the same period of the day as the absent teacher's schedule.

Section 4.2 Economic Conditions

4.2.1(a) Full Day Service Rate - Base Rate

	FULL DAY BASE SERVICE RATE OF PAY* (1 - 30 days)
<u>Year</u>	<u>Per Day</u>
2012-13	\$ 83.00
2013-14	\$ 83.00
2014-15	\$ 85.00
2015-16	\$ 85.00

***Annual 6 Hour Coursework:** A stipend of \$ 5.00 per day full day of service will be applied to the above base rate of pay. Stipend to begin following (effective prospectively) submission of coursework documentation by employee to the district's payroll department. Employee is responsible for submission of coursework documentation to HR. Coursework requirement may be met by either the substitute teacher annual orientation program or six hours of designated coursework from the staff development center, if an annual orientation has been previously attended.

4.2.1(b) Full Day Service - Consecutive Day and Dedicated Service Rate:

After completing the annual 6 hour coursework (see 4.2.1a), an employee may be eligible for the following extended service rates:

	CONSECUTIVE FULL DAYS OF SERVICE PAY (6 - 39 days) <u>Per Day</u>	FULL DAY DEDICATED SERVICE Pay (+ 30 Days) <u>Per Day</u>
2012-13	\$ 105.00	\$ 94.00
2013-14	\$ 105.00	\$ 94.00
2014-15	\$ 106.00	\$ 95.00
2015-16	\$ 107.00	\$ 96.00

Consecutive Days of Service Pay: For consecutive service between 6 and 39 days in length. Note: the *employee is responsible* for submission of written notice of consecutive days of service, initialed by the appropriate building principal, to the payroll department. This notice is to be forwarded on a timely basis (within 30 days) following conclusion of the consecutive day service.

Full Day Dedicated Service: Based on annual service in either the immediately prior school year or the current school year to date. Full day and half day service to be counted towards the annual 30 day dedicated service requirement.

4.2.2 Half Day Service Rates

2012-2016 \$56.00

Substitute duty day ends after the first student release unless directed otherwise by a building administrator.

4.2.3 **Staff Development Coursework:** The District and the Association agree to establish staff development coursework for substitute teachers. Such coursework will be provided at least 3 times during the course of a calendar year and will enable substitute teachers to receive the rate of payment noted above. Coursework shall be approximately 6 hours and fulfills the requirement to achieve the higher pay scale for the year the coursework is taken. Coursework must be taken on an annual basis. No fees will be collected for Staff Development Coursework.

4.2.4 **Retired Teachers as Substitutes:** Teachers who retire from the system and wish to substitute shall be placed on the top wage scale and shall be exempt from required staff development.

4.2.5 **Summer School Pay:** Notwithstanding any other provision of this Agreement apparently or actually to the contrary, the rate

of substitute pay for summer school shall be the same rate of pay as provided in paragraph 4.2.2 of this Agreement for half-day substitute service. The rate for summer day camp substitutes shall be equal to the per diem rate for regular day camp supervisors as set forth in the District/Association Agreement covering classroom teachers.

4.2.6 **Travel Reimbursement:** An employee who is required to drive a personal automobile from one school to another school in the course of performing assigned duties shall be paid for each mile so driven at the rate allowed by the Internal Revenue Service for business mileage deductions which was in effect at the start of the quarter during which the mileage was driven, provided that the employee submits a voucher claiming the mileage at the time required by the District. Voucher forms will be available in the front office of each school building.

4.2.7 **Continuous Service Breaks:** With respect to the continuity of "more than five consecutive school days in one assignment" referred to in paragraph 4.2.1 of this Agreement, such continuity shall not be deemed to have been broken for pay or any other purpose if the employee is absent:

- (1) for up to four days because of illness or injury of the employee which occur prior to the employee's twenty-first day in the assignment; or
- (2) for up to five days because of illness or injury of the employee which occur prior to the employee's thirty-first day in the assignment; or
- (3) for up to seven days because of illness or injury of the employee which occur prior to the employee's fortieth day in the assignment; and
- (4) on any day in which the school where the employee is so assigned is closed because of inclement weather or other emergency.
- (5) If an employee is scheduled to work the full first week of the school year, the employee will receive a day prior to student attendance for class set up.
- (6) If an employee is scheduled for an assignment greater than 10 days, the employee will receive appropriate half-day rate to consult with the regularly scheduled teacher if the teacher, the building principal and the substitute request the consultation time.

The days of absence covered by (1), (2) and (3) are non-cumulative, i.e., an employee cannot be absent because of illness or injury for more than a total of seven days during the entire thirty-nine days, or a total of five days during the first thirty days, or a total of

four days in the first twenty days, without breaking the continuity of the assignment. All days of absence for whatever reason shall be unpaid days.

4.2.8 **Health Insurance:** An employee may participate in the health insurance plans which the District makes available to its full-time and part-time teachers under the same conditions as such plans are made available to those teachers except that the employee shall pay the full cost of such plans at the start of each quarter and provided that the insurance carriers accept the employee as a participant in the plans.

4.2.9 **Five Consecutive Day Service:** If an employee has been on the same assignment for more than five consecutive school days and the regular teacher returns and thereafter is again absent because of a resumption of the illness or disability which occasioned the original absence, the employee shall be given the option of returning to that assignment if the building principal approves. The assignment shall be considered continuous provided the break in service of the employee is not greater than the number of days of absence because of illness or injury permitted to the employee pursuant to paragraph 4.2.6 of this Agreement as a result of the initial assignment.

4.2.10 **Erroneous Calls:** If a substitute is called in error and the District is responsible for this calling error, the substitute shall be paid the amount applicable under paragraph 4.2.2 of this Agreement for service of less than four hours and less than five consecutive school days and will not be required to stay at work; provided, however, that if the substitute was called for a full-time assignment and the building principal desires the substitute to render alternate service, the substitute may stay and be paid at the regular rate. If a substitute is called in error and the District is not responsible for the calling error, the substitute will receive an advanced assignment.

4.2.11 **Extracurricular Positions:** Extracurricular positions that are not filled with full-time Kenmore teachers will be offered to the substitutes on the calling list before persons from outside the District are hired. Where the qualifications of such a substitute and an "outsider" to fill the extracurricular position are substantially equal, the substitute shall be given first refusal of the extracurricular position.

ARTICLE 5. CALLING PROCEDURES

Section 5.1 Calling Lists

5.1.1 An employee, who has rendered at least ninety (90) days of actual substitute service to the District, shall not be removed from the calling list without just cause. If the District decides to remove such an employee from the calling list, it shall notify the Association President in writing. The Association, if it so requests in writing, shall be granted a hearing on the matter before the Superintendent of Schools who shall issue a final and binding decision on the matter after the hearing. A representative of the Association shall be entitled to be present at the hearing.

5.1.2 An employee may request a leave of absence from the calling list by making a written request to the Assistant Superintendent for Human Resources. Leave requests must be for at least one week and no longer than one year.

Section 5.2 Order of Calling

5.2.1 In calling substitutes in a particular certification area, the District shall follow the order set forth in 5.2.

5.2.2 Preferences:

- (1) If the principal of a building where the substitute is needed has requested, either on his/her own initiative or at the request of the absent teacher, that a particular substitute calling list be used, that substitute shall be called in preference to any other substitute.
- (2) A teacher request made to the administration for a particular substitute shall be allowed only if the teacher is going to be absent for more than one day. Teacher requests for particular substitutes must be in writing.
- (3) If the principal of a building requests that a particular substitute not be used, that request must be made in writing to the Assistant Superintendent for Human Resources. A copy of the principal's written request must be sent to the substitute in question.
- (4) If it was not known on the first day of absence that the teacher would be absent for more than one day, the principal may request the use of a particular substitute not later than the end of the third day. Such requests must be in writing and must state the reasons for the request. A copy shall be sent to the Association office. If the Association objects to the principal's action and

makes a written request to the Superintendent for a hearing, a hearing shall be held before the Superintendent or the Superintendent's designee. The principal and a representative of the Association shall be entitled to be present at the hearing. After the hearing, the Superintendent or designee shall issue a final and binding decision on the matter.

- (5) A substitute called for a team-teaching position (e.g., Middle School) will be recalled for consecutive days if any member of the team is absent at the request of the team members and the principal, providing the substitute has the same certification as the absent team member.

5.2.3 **Calling Order:** If the services of a particular substitute have not been requested or if that substitute is not available, then the District shall call the substitutes on the calling list for the certification area in question before calling any other substitute.

5.2.4 **Calling Order:** Substitutes on the calling list shall be called in the order they are listed thereon except that such a substitute who is already serving on an assignment that is continuing for more than one day need not be called.

5.2.5 **Calling Order:** Calling from the calling list on the first day in a school year for which substitutes are called shall begin with the first person on the list and continue through the list in order until a substitute is available to serve. On each succeeding day when substitutes are to be called from the calling list, the parties agree to have the next day's calling to begin with the next person in order on the list, after the last substitute was called the previous day - provided the substitute teacher calling software is readily capable of this call-out approach, without necessitating additional programming modification expenditures

5.2.6 **Calling Order:** If the application of paragraph 5.2.5 of this Agreement does not produce a substitute available to serve, substitutes with appropriate certification shall be called. If a substitute is obtained for an art, technology, physical education, science, home economics and any other lab position, and the substitute is not appropriately certified, the substitute shall conduct a study period unless directed by the building principal to conduct classroom instruction (as distinct from laboratory work) only. If a study period is to be conducted, an announcement to students instructing them to bring study materials shall be made.

5.2.7 **Certification:** If a substitute is not certified for the area assigned and has served one day in a particular position, the request of the building principal that that substitute be continued in the same position shall be honored, provided a certified substitute is not available. In such a situation, when an employee from the calling list replaces the employee who is not certified, the replacement substitute employee will be paid from his/her first day of such assignment as though he had already rendered five consecutive school days in that assignment for purposes of applying paragraph 4.2.1(b) of this Agreement.

5.2.8 **Advance Calls:** Nothing in this section 5.2 shall be construed to prevent the District from calling a substitute in advance where the need for a substitute is known in advance (e.g., conferences, clinical supervision). The following rules apply to advance calls:

- (1) When a substitute has accepted such an assignment in advance, the District shall have *no obligation* to follow the calling list procedures set forth in this section on the actual day of substitution with respect to that assignment and it shall not be a violation of any other paragraph of this Agreement to pass over the name of the substitute who has accepted such assignment for any other assignment.
- (2) Acceptance of an advance assignment shall not cause the employee to miss a turn in the calling order on any day other than the day of the advance assignment.
- (3) Advance calls will be made in rotational order from the calling list.
- (4) If a substitute who has accepted an advance assignment later receives a conflicting continuous assignment, the substitute will notify the substitute service to find another substitute for the advance assignment.
- (5) If a substitute who has accepted an advanced assignment becomes ill, the substitute shall call the substitute service.

5.2.9 Nothing in this Agreement shall be construed to require the District to call a substitute for a particular position or day when, in the judgment of the District, no substitute is required for that position or day. This option to call a substitute or not shall be applicable only if one or more of the following conditions exists:

- (1) There is no calling list substitute available.

- (2) Not calling a substitute does not add to the assignment load (number of periods of assignment, number of exams to proctor, etc.) of a teacher or a teacher substitute. If the absent teacher's schedule is based on a pull-out program, the assignment load for that day must be less than one-half the regular load.
- (3) The regular teacher is absent for less than one-half day.
- (4) There is no specific assigned duty to be performed on the day the regular teacher is absent.

5.2.10 **Permanent Substitutes:** The District may, at its sole discretion, determine to hire permanent substitute teachers. Such teachers shall fall under the terms and conditions of this Agreement unless such substitute is assigned to a position as a term substitute.

SUBSCRIPTION

In witness whereof, the duly authorized representatives of the parties have signed their names below as of the Execution Date.

For the District:

For the Association:

Superintendent of Schools

President

Execution Date: _____