

AGREEMENT

Between the

SUPERINTENDENT OF SCHOOLS

and

BOARD OF EDUCATION

of the

SHENENDEHOWA CENTRAL SCHOOL DISTRICT

with the

SCHOOL ALLIANCE OF SUBSTITUTES IN EDUCATION

**NEW YORK STATE UNITED TEACHERS
AFT, AFL-CIO**

July 1, 2009 through June 30, 2011

**ARTICLE I
RECOGNITION**

The Board of Education of the Shenendehowa Central School District (hereinafter referred to as the District) hereby recognizes the School Alliance of Substitutes in Education (hereinafter referred to as the Alliance) as the exclusive representative of all per diem substitute teachers.

**ARTICLE II
DEFINITIONS**

- DISTRICT:** The Shenendehowa Central School District.
- SUPERINTENDENT:** The Superintendent of Schools of the Shenendehowa Central School District.
- CERTIFIED
SUBSTITUTE TEACHER:** A per diem substitute teacher that has met all requirements for New York State certification as evidenced through actual certificate issued or information regarding all qualifications being met through letter from college/university and review of certification status on the SED TEACH system.
- UNCERTIFIED
SUBSTITUTE TEACHER:** A per diem substitute teacher that has not met all of the requirements for New York State certification.
- BOARD:** The Board of Education of the Shenendehowa Central School District.
- ALLIANCE:** The School Alliance of Substitutes in Education, Local 4805 of the New York State United Teachers, AFT, AFL-CIO.

**ARTICLE III
EMPLOYMENT**

The work day for a per diem substitute teacher shall be the same as the work day of a regular teacher or that of the teacher being replaced if that is longer. If the length of a workload varies from a regular schedule day, the substitute will be advised in advance.

The District or its agent will attempt to give substitute teachers advance notice of assignments. If not possible, an extension of arrival time will be granted. When advance notice is provided, the substitute must report at least fifteen (15) minutes prior to the scheduled time of students' arrival and must stay at least ten (10)

minutes after the students' scheduled day ends. Failure to comply will result in deletion from the active substitute list.

When a per diem substitute teacher is called by the District or its agent for an assignment and shows up for the assignment, on time, the substitute will be paid for that assignment. If the assignment is reduced or eliminated, at the option of the District, the substitute may be required to perform other duties. However, in the event that the school where the assignment is to take place is closed in advance of its normal starting time as a result of inclement weather or other unforeseen circumstances, the substitute should not report for work and will not be paid. It is the responsibility of the District to announce school closings and the responsibility of substitutes to make themselves aware of any such closings. The District shall announce these situations by having them broadcast over local radio stations.

When it is known in advance of the first day's absence that a regular teacher is to be absent for two or more consecutive days, the District will attempt, but not be bound to employ the same substitute for each day provided the substitute has demonstrated a level of performance that, in the judgment of the District is satisfactory.

Substitute teachers shall notify the Superintendent in writing of any accident or claim against them. In addition, a substitute teacher shall not be entitled to the protection provided in the Education Law unless, within the time limits of the applicable section of Education Law, he/she shall deliver to the Superintendent the original or a copy of any summons, complaint, process, notice, demand or pleading that has been served. For information only, refer to Addendum A of this Agreement, Education Law Sections 3023 and 3028 and their time limits.

Substitute teachers will be made aware of and are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classroom, building and ground activities.

Substitute teachers will receive the following orientation information once their application has been completed and accepted: payroll information, school year calendar, times of phone contacts, and building location, work hours, and building phone numbers.

When substitute teachers report to the school office for duty, they will receive lesson plans for the day, a classroom roster(s), a class schedule and a floor plan with fire exits.

Substitute teachers shall be advised that they are eligible to participate in the New York State Teachers' Retirement System, and upon request to the Office of Human Resources shall be provided with a NYSTRS information packet containing retirement election options and enrollment forms.

**ARTICLE IV
VACANCIES**

Substitute teachers who have been employed by the District for twenty-five (25) days or more, and who have filed an application for permanent employment will be considered for any vacancy for which they are certified. It is the obligation of the substitute to be sure that the information contained in the application is complete, current and accurate.

The District will give serious consideration for permanent employment to any substitute teacher who meets the above criteria, and who has received positive recommendations for a particular vacancy from at least one district supervisor and the building principal of the school where the vacancy exists.

**ARTICLE V
SALARIES**

5.1 Full Day Per Diem Rates

The daily salaries for the school years 2009-2010 and 2010-2011 shall be as follows:

	<u>2009-10</u>	<u>2010-11</u>
Certified Substitutes		
Up to and including 20 days	\$ 96.00	\$ 97.00
After 20 days	\$ 107.00	\$ 108.00
Uncertified Substitutes (first work day prior to July 1, 2009)		
Up to and including 20 days	\$ 95.00	\$ 95.00
After 20 days	\$105.00	\$105.00
Uncertified Substitutes (first work day after July 1, 2009)		
Up to and including 20 days	\$ 82.00	\$ 84.00
After 20 days	\$ 87.00	\$ 89.00

5.2 Half Day Per Diem Rates

Certified Substitutes	\$ 62.00	\$ 63.00
Uncertified Substitutes (first work day prior to July 1, 2009)	\$ 61.00	\$ 61.00
Uncertified Substitutes (first work day after July 1, 2009)	\$ 49.00	\$ 50.00

Any teacher who has retired from the District shall immediately receive the post twenty (20) day certified substitute salary upon his/her first day of substitute service.

After twenty (20) consecutive days in a District assignment in a given tenure area (on the 21st day), the substitute will be placed on the appropriate column and step (up to step 4) of the regular teachers salary schedule.

Should the substitute take on a new District assignment in the same tenure area with no break in service, the substitute shall remain on the appropriate column and step (up to step 4) of the regular teachers' salary schedule.

There may be an instance where a given teacher in a specific assignment will be intermittently absent during the school year for certain personal or medical reasons. An individual that has substituted for twenty (20) consecutive days for that teacher and returns during that school year to this same assignment shall continue on the step salary achieved on the 21st consecutive day of assignment.

The District and Alliance recognize a substitute teacher agreeing to take on the same assignment may experience certain personal matters that may be unavoidable in regard to the twenty (20) consecutive day requirement. In such event, the substitute teacher may appeal to the Assistant Superintendent for Human Resources, who will make the determination of his/her continued placement on the regular teachers' step salary schedule.

In order to allow for appropriate academic transition and to accommodate variations in scheduling and teacher assignments, a half day will be defined as follows:

Elementary level: Replacement of the classroom teacher will coincide with the end of an academic period or session closest to mid-point of the workday in that building. The exchange will not exceed more than 20 minutes beyond the midpoint of the work day.

Middle School and High School levels: Replacement of the classroom teacher will coincide with the end of an academic period and is defined to be:

A.M. assignment – Thirty (30) minutes prior to the beginning of period 1, for preparation and to provide supervision of homeroom or half duty through the end of period 4.

P.M. assignment – Twenty (20) minutes prior to the beginning of period 5, for preparation, through the end of the academic day and dismissal.

ARTICLE VI ALLIANCE RIGHTS

The District agrees to deduct dues or agency fee from the salaries of substitute teachers in the unit represented by the Alliance.

The deduction will be at the rate of one dollar (\$1.00) for each more than half-day worked; fifty cents (\$.50) for each one-half or less day worked; until such time as the District is notified in writing by the Alliance of a change in this rate. If a change in the rate occurs, the District will then deduct at the new rate.

The Alliance shall receive payroll information as provided by the District payroll services.

The District shall deduct from the salary of employees in the bargaining unit who are not members of the Alliance the amount equivalent to the dues levied by the Alliance and shall promptly transmit the sum so deducted to the Alliance, in accordance with, and subject to, applicable law.

The Alliance may use without cost at reasonable times available District school facilities for meetings provided the building use form has been submitted in timely fashion to the building principal.

ARTICLE VII PRINTING AND DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT

The Alliance agrees to print a sufficient quantity of this collective bargaining Agreement for the District's use at no cost to the District.

The District agrees to provide each substitute teacher with a copy of this collective bargaining Agreement, upon the substitute's request. Copies of this Agreement shall be available from the Office of Human Resources.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

8.1 "Grievance" shall mean a claimed violation of a provision of this Agreement. A grievance may be brought by the alliance unit member or group of unit members.

8.2 All grievances shall be in writing and shall include the name and position of the aggrieved party(s), the specific provision of this Agreement claimed to have been violated, the alleged events and conditions which constitute the alleged violation, the identify of the individual(s) responsible for causing the alleged violation, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

8.3 All grievances shall be first presented to the building principal. No grievance will be considered unless submitted within ten (10) school days of the alleged violation. The building principal shall conduct such investigation, as he/she deems appropriate and render a written decision concerning the grievance within 10 school days after submission of the grievance.

8.4 If the grievant is dissatisfied with the decision of the building principal, the grievant may proceed pursuant to paragraph 5 within ten (10) school days of receipt by the grievant of the decision of the building principal.

8.5 The Alliance, or the grievant with the Alliance's approval, may appeal the building principal's decision to either:

- a) The Assistant Superintendent for Human Resources who shall conduct a hearing, during which the grievant may be represented by counsel or a representative of the Alliance. Both the District representative and the grievant may call witnesses, cross-examine witnesses and present evidence. The Assistant Superintendent for Human Resources shall render a written decision within five (5) school days of the hearing;

or

- b) The Public Employment Relations Board's Mediation/Arbitration procedure to resolve the grievance.

The decision of the Assistant Superintendent for Human Resources or the resolution achieved in mediation/arbitration, as the case may be, shall be final and binding on the parties.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law; but, thereto the provisions or applications of the Agreement shall continue in full force and effect.

**ARTICLE IX
EXISTING POLICIES**

Any existing District policy, either written or understood, affecting terms and conditions of employment of substitute teachers will continue to remain in effect unless specifically altered by this Agreement.

**ARTICLE X
MANAGEMENT RIGHTS**

The District retains all rights not affected by any provisions of this Agreement and nothing in this Agreement shall be construed as delegating the authority of the Board of Education of the Shenendehowa Central School District, its Superintendent of Schools, or any other School District Officer, or in any way to reduce or abridge such authority so long as the District does not violate the rights of the Alliance or its members as guaranteed by statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education, the legislature and the courts. The rights of the District include, by are not necessarily limited to:

- a) To determine the course of study and services provided, consistent with applicable law and regulation;
- b) To direct and supervise employees in their respective employments;
- c) To hire, promote, transfer, assign and retain employees;
- d) To maintain the efficiency and effectiveness of all operations; and to determine the methods, means and personnel by which such operations are to be conducted.
- e) For security purposes the District reserves the right to initiate a program of requiring that identification badges be worn by all employees, including substitute teachers. The initial costs associated with this program, i.e., the costs of producing photo-ID badges, shall be borne by the District.

**ARTICLE XI
ENTIRE AGREEMENT**

The provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either written or oral, between them with respect to the subject matter hereof.

Both parties acknowledge that they had full opportunity during the negotiations prior to the execution of this agreement to make any demands and proposals. There is no obligation on either party, during the life of this agreement, to bargain collectively with respect to any matter, whether included or not in this agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this agreement.

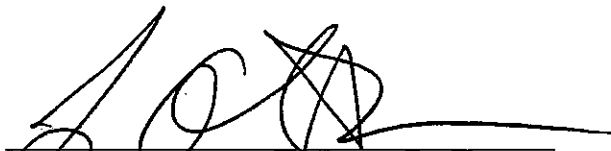
**ARTICLE XII
TERM OF AGREEMENT**

The provisions of this Agreement become effective on the 1st day of July, 2009 and shall continue and remain in full force and effect until the last day of June, 2011.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 18 day of August, 2009.

Shenendehowa Central School District



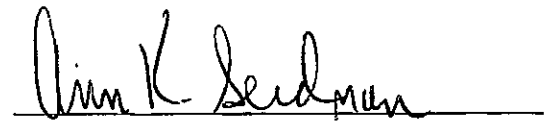
Superintendent of Schools

School Alliance of Substitutes in Education



Co-President

School Alliance of Substitutes in Education



Co-President

ADDENDUM A

Education Law

Section 3023

Liability of a board of education, trustee, trustees or board of cooperative educational services

Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company any created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustees, or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees,¹ or board of cooperative educational services.

Section 3028

Liability of school district for cost and attorney's fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees, and school volunteers

Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for,

and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment or authorized volunteer duties. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee or authorized participant in a school volunteer program shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.