

A G R E E M E N T

BETWEEN

SCHOOL ALLIANCE OF SUBSTITUTES IN EDUCATION

AND THE

**SUPERINTENDENT OF SCHOOLS
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT**

JULY 1, 2016 TO JUNE 30, 2022

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ARTICLE I RECOGNITION AND DEFINITIONS

1.10 Recognition

For the purposes of the collective negotiation, the Superintendent of Schools, on behalf of the Board of Education of the Burnt Hills-Ballston Lake Central Schools, 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.

1.20 Definition

1.21 **Superintendent:** The Superintendent of School of the Burnt Hills Ballston Lake Central School District.

1.22 **Substitute Teacher:** Per diem substitute teachers.

1.23 **Certified Substitute Teacher:** A per diem substitute teacher holds or is eligible for certification to teach in the public schools of New York State. Included are teachers who hold certificates of qualification.

1.24 **Uncertified Substitute Teacher:** A per diem substitute teacher not certified to teach in the public schools of New York State.

1.25 **School District:** The Burnt Hills-Ballston Lake Central School District.

1.26 **Board:** The Board of Education of the Burnt Hills-Ballston Lake Central School District.

1.27 **Alliance:** The School Alliance of Substitutes in Education, Local 4805 of the New York State United Teachers, AFT, AFL-CIO.

1.28 **School Year:** The period commencing on the first day of July in each year and ending on the thirtieth day of June next.

1.29 **Elementary Schools:** The administrative unit referring to grades K-5 in the Elementary Schools and grade 6 in the Middle School.

1.29.1 **Secondary Schools:** The administrative unit referring to grades 7 and 8 in the Middle School and grades 9-12 in the High School.

1.29.2 **Supervisor:** Anyone in a supervisory capacity such as Superintendent, Assistant Superintendent, Principal, Assistant Principal, or District Department Head.

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1.30 **Philosophy:** The Superintendent and the Alliance have the same objective - to provide the best education for the children of the school district. Relationships must, therefore, be established which are based upon this goal and the concept of education as both a public trust and a professional calling. The Superintendent and the Alliance recognize that the interests of public education will best be served by establishing procedures to provide an orderly method for the discussion of matters of common concern and to reach mutually satisfactory agreements on these matters.

ARTICLE II EMPLOYMENT

2.10 It is the intention of the District to employ substitute teachers who possess certification in the area in which the vacancy exists. If the District is unable to locate a substitute teacher meeting the above criteria within the time constraints available, the District will attempt to employ a substitute teacher possessing certification in another area, who has demonstrated a satisfactory level of performance.

2.20 If the District is unable to locate a certified substitute teacher within the time constraints available, the District will attempt to employ a non-certified substitute teacher with a minimum of a bachelors degree.

2.30 The workday for substitute teachers shall be the "school day" as defined in the Professional Agreement with the Burnt Hills-Ballston Lake Teachers Association. The work load for the substitute teacher shall be the same as the workload of the teacher being replaced. The District may vary the workload of a substitute teacher if the substitute is notified in advance or at the time the substitute reports for work; a minimum of 40 minutes at the secondary level, or 30 minutes at the elementary level of planning/preparation time per full day will be insured for each substitute.

2.31 Upon the request of the school building leader, a substitute teacher may be asked to work extra periods, resulting in an entire day of substituting with only a duty-free lunch period that is not encumbered. If a substitute volunteers to work a day such as this she/he will be compensated an additional \$15 per entire day. This is considered voluntary.

2.40 When it is known in advance of the first day's absence that a regular teacher is to be absent for three or more consecutive days, effort will be made to employ the same substitute for each day provided the substitute has demonstrated a level of performance that, in the judgement of the District, is satisfactory.

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2.50 The District will attempt to give substitute teachers advance notice of assignments. If not possible, an extension of arrival time will be granted. When advanced notice is given, the substitute teacher will report at the start of the "school day" as defined in the Professional Agreement with the Burnt Hills-Ballston Lake Teachers Association. Failure to comply may result in deletion from the Active Substitute List.

2.60 When a substitute teacher is called by the District and shows up for the assignment, the substitute will be paid for the assignment. If the assignment is reduced or eliminated, the substitute will be assigned to other duties for the duration of the school day; a minimum of 40 minutes at the secondary level, or 30 minutes at the elementary level of planning/preparation time per full day will be insured for each substitute.

2.70 In the event that school is closed in advance of its normal starting time, the substitute should not report to 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.

Announcements will be broadcast over local television stations and on the District website.

2.80.1 Substitute teachers are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classrooms and building activities. A copy of the district policy book and building handbooks will be available for substitutes to review.

2.80.2 Substitute teachers will receive the following information once their application has been completed and accepted: payroll information, work hours, District procedures for calling substitutes, school year calendar and building phone numbers.

2.80.3 When substitute teachers report to work, they will receive lesson plans for the day, classroom roster(s) and a class schedule.

2.80.4 Substitute teachers who desire information about participation in the New York State Teachers Retirement System should contact the Personnel Office.

ARTICLE III EVALUATION

3.10 Any certified substitute teacher who has been employed twenty-five (25) or more consecutive days in the same assignment may request an observation and evaluation by a supervisor at a mutually convenient time. A written evaluation report will be given to the substitute teacher. A copy of the evaluation will be placed in the substitute's personnel file.

3.20 Substitute teachers will be given copies of any evaluation of performance completed by the teacher being replaced.

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**ARTICLE IV
VACANCIES**

4.10 Substitute teachers who have been employed by the District for 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.

4.20 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
SUBSTITUTE SALARIES**

5.10

Year	Certified Full day	Certified Half day	Uncertified* Full day	Uncertified* Half day
2016-2017	\$111.00	\$62	\$91	\$53
Upon Ratification by the Parties and beginning April 1, 2017	\$116.00	\$62	\$91	\$53
2017-2018	\$116.00	\$62	\$91	\$53
2018-2019	\$118.00	\$62	\$91	\$53
2019-2020	\$120.00	\$62	\$91	\$53
2020-2021	\$122.00	\$62	\$91	\$53
2021-2022	\$125.00	\$62	\$91	\$53

*New York State Education Law, §80-5.4, Substitute teachers- (3) Substitutes without a valid certificate and who are not working toward certification. Service may be rendered for no more than 40 days by a school district in a school year.

*The district may use discretion based on the substitute's experience, current certification status and training to pay an uncertified substitute at the higher daily rate than is specified for certified substitutes.

*Any teacher who has retired from the District shall receive an additional \$5 per day of the Certified Full Day Rate on his/her first day of substitute service and an additional \$2.50 per day of the Certified Half Day Rate. The retiree must provide documentation to confirm retirement from the District. This additional daily rate increase shall begin on and after April 1, 2017.

5.11 If 5 hours or more are worked in any given day, the substitute shall be paid the full per diem rate as set forth above.

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5.20 After five (5) consecutive school days of substituting in the same assignment, the certified substitute teacher will be paid 1/200th of Step 1 Bachelor's schedule as indicated in the professional agreement with the Burnt Hills-Ballston Lake Teachers Association. A substitute in said position shall be entitled to one (1) unpaid day break in service, which shall not interrupt the five (5) consecutive day criteria. When such substitute returns to service, the five (5) day count shall resume at the number following the number of days the substitute had accumulated prior to the absence.

5.30 The granting of additional days beyond one (1) requested by the substitute shall be at the discretion of the Superintendent. Any substitute making use of the leave day provided in the above paragraph must give notice to the building principal of such absence in advance if possible.

5.40 A person appointed by the Board of Education as a long-term substitute for a regular teacher on an extended leave is subject to the terms of the Professional Agreement between the Burnt Hills-Ballston Lake Teachers Association and the Superintendent of Schools of the School District, including but not limited to placement on the salary schedule of that agreement.

5.50 In the event that a unique circumstance is not covered by the above, the Director of Human Resources and the President of the School Alliance of Substitutes in Education shall meet and agree upon a recommendation to resolve the issue that resulted from the unique circumstance, recognizing that the Superintendent has final approval of such recommendation. In the event that a recommendation cannot be agreed upon, the Superintendent will have final determination.

ARTICLE VI ALLIANCE RIGHTS

6.10 Beginning on the effective date of this contract 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 transmit monthly the sum so deducted to the Alliance, in accordance with Chapter 677 and 678 of the Laws of 1977

of the State of New York. The Alliance affirms that it has adopted such procedure for refunds of agency shop fee deduction as required in Section 3 of Chapter 677 and 678

of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall remain in effect so long as the Alliance maintains such procedure.

6.20 Substitute teachers may participate in District staff development activities if enrollment in courses permits.

6.30 The Alliance agrees to prepare a sufficient quantity of this collective bargaining agreement for the Districts use at not cost to the District.

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6.40 The District agrees to make copies of this agreement available in all buildings of the District for substitute teachers.

ARTICLE VII GRIEVANCE PROCEDURE

7.10 **Purpose:** It is the intention of the Superintendent and the Alliance to resolve all grievances informally at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be a precedent in a later grievance procedure.

7.20 **Definition:** A grievance shall be defined as a claim by any substitute teacher, or group of substitute teachers, in the negotiating unit of an alleged violation of this Agreement. Article III (Evaluation) shall not be subject to arbitration as set forth herein.

7.30 **General Condition:** The aggrieved party may be represented in the grievance beginning in Stage 2 of the procedure. The time limits may be changed only by mutual agreement. Except for the informal decisions at Stage 1, all decisions will be in writing. Copies of all decisions will be submitted to the Superintendent, the Alliance and the aggrieved party.

7.40 Submission of Grievances:

7.41 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

7.42 Each grievance shall be submitted in writing and indicate the name of the aggrieved party, the provision of the agreement involved in the grievance, the time and place where the alleged events or conditions took place, the identity of the person or persons responsible for causing such conditions, and a statement of the redress sought by the aggrieved party.

7.43 A grievance shall be deemed waived unless it is submitted within ten (10) days after the grievated party knew, or should have known, of the events or conditions on which it is based.

7.44 Grievances which affect one school shall be submitted by the aggrieved party or parties to the building principal. Grievances involving more than one school shall be submitted to the Assistant Superintendent for Instruction.

7.45 The aggrieved party or parties are responsible for presenting written grievances to the President of the Alliance.

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7.50 Procedural Stages

7.51 Stage I The building principal shall respond in writing to each written grievance received within ten (10) days of the receipt of the grievance.

7.52 Stage II If the aggrieved party is not satisfied with the response of the Building Principal, the aggrieved party may submit the grievance to the Alliance Grievance Committee within three (3) school days of the Principals decision for its consideration. If the Alliance Grievance Committee determines the alleged grievance has merit, it shall file a written appeal of the decision of the Building Principal to either A) the Assistant Superintendent for Instruction or B) a designated arbitrator, within seven (7) school days of the decision by the Building Principal.

7.53 The Designated Arbitrator's or the Assistant Superintendent for Instruction's decision will be in writing and will set forth the findings, reasonings, and conclusions on the issues submitted. The decision of the Designated Arbitrator or the Assistant Superintendent for Instruction will be binding only as it relates to grievances which are alleged violations of this negotiated agreement or any dispute with respect to its meaning or application. The decision of the Designated Arbitrator or the Assistant Superintendent for Instruction shall not alter, add to, or detract from provisions of this agreement.

ARTICLE VIII MISCELLANEOUS

8.10 The provisions of this agreement become effective on July 1, 2016, and remain in full force and effect until June 30, 2022.

8.20 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 of applications of the Agreement shall continue in full force and effect.

8.30 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. The policy manual of the Burnt Hills-Ballston Lake Central School District is available online at www.bhbl.org

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8.40 The District retains all rights not affected by any provisions of this Agreement as 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.

8:50 Paychecks will indicate the range of dates for which the substitute is being compensated.

8:60 In the event a substitute is removed from active substitute list by the District, the superintendent or designee will notify the substitute in writing providing the reason for removal.

8:70 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.

The provisions of this Agreement become effective on the first day of July, 2016 and shall continue and remain in full force until the last day of June, 2022.

IN WITNESS THEREOF, the parties hereto have hereunder set their signature on this _____ day of _____, 2017.

PRESIDENT OF SCHOOL ALLIANCE OF SUBSTITUES IN EDUCATION (SASIE)

Date: _____ Terence Virga

SUPERINTENDENT OF BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT Date:

Dr. Patrick McGrath