

ARTICLE XVI - IN-LIEU/COMPENSATION FOR SUBSTITUTE SERVICE

- A. "In Lieu" is defined as the performance of substitute service by a bargaining unit member during their assigned preparation period. A "conference period" does not qualify as a "preparation period". Accordingly, education specialist bargaining unit members who also receive conference periods may not perform or receive in-lieu during conference periods, except as indicated in Paragraph I.
- B. Credit for in lieu service shall be granted on a period for period basis. Under normal circumstances, bargaining unit members may perform and earn only one (1) period/block of substitute in lieu credit per school day. For the purposes of this article, "instructional bargaining unit member" means bargaining unit members who are serving as classroom teachers.
- C. In lieu shall be compensated with either scheduled time off or cashed out at the end of the calendar year. This option shall be decided each December and shall be effective for all in lieu earned in the subsequent calendar year. New bargaining unit members shall make this election at the time they are hired. The bargaining unit member who has earned in lieu credit may accrue in lieu time up to sixty (60) hours during a calendar year at the rate of sixty-five (\$65.00) dollars per hour and shall be applied to Appendix N of this agreement for the purposes of future salary formula increases only. Bargaining unit members who have already earned fifteen (15) hours (both instructional and non-instructional bargaining unit members) of in lieu credit for the calendar year shall have the ability to volunteer in accepting additional hours beyond fifteen (15).
1. All in lieu time earned by a bargaining unit member who selected to "cash out" shall be paid on the December supplemental pay warrant at the rate specified in XVI.C. These bargaining unit members shall not be eligible for time off as the bargaining unit member selected "cash out."
 2. Bargaining Unit members selecting to take in lieu as time off shall take the time off during the calendar year or may carry over to the following calendar year up to thirty (30) hours of accrued in lieu time. Any accrued in lieu time that is not taken as time off and not eligible for carry over shall be cashed out on the December supplemental pay warrant at the rate specified in XVI.C.
 3. Upon termination of employment for any reason, including retirement, any remaining in lieu shall be monetarily compensated at the rate specified in XVI.C applicable at the time of termination.
- D. In lieu substitute service by unit bargaining unit members shall first be solicited from amongst available instructional bargaining unit members on a voluntary basis within the worksite. Prior to the end of the school year, bargaining unit members may indicate whether they wish to be on the volunteer list for substituting in the following year. The principal or designee shall use the volunteer list first when assigning substitute service. If no volunteers from within the department are willing or available from the volunteer list, the Principal or designee shall then solicit from the entire volunteer list. If no volunteers are willing or available from the volunteer list, the Principal or designee shall then request volunteers from available instructional staff on a rotating basis so that no individual in the rotation is consistently called upon first and the burden of proof shall fall on the District. In the event that no volunteer can be obtained to substitute, any certificated bargaining unit member under fifteen (15) hours of accrued in-lieu time shall be assigned. Such involuntary assignments shall be on an occasional basis.
1. On or before the first Friday of instruction during each work year, the District shall submit the sites' lists of in lieu volunteers to the Federation.

- E. Non-instructional certificated staff bargaining unit members such as counselors, librarians, work-experience specialists, teachers on special assignment, and ROP coordinators may earn in lieu time or be entitled to compensation when their services are required to substitute for classroom teachers subject to paragraph D and under the following criteria and limitations.
1. The non-instructional bargaining unit member must hold a valid teaching credential.
 2. Schools will exhaust all other possible sources for covering the class prior to requesting a non-instructional bargaining unit member to take an assignment.
 3. The non-instructional bargaining unit member who performs a substitute assignment will make arrangements with the Principal to make up that hour either after or before the regular work day or during their duty-free lunch period. As another alternative, the non-instructional bargaining unit members may review with the Principal an hour equivalent work to be completed at home.
 4. Use of this time will be subject to all current requirements of this Article.
 5. In lieu assigned or earned substituting for a classroom bargaining unit member shall be limited to fifteen (15) hours per person per school year.
- F. Accumulated in lieu compensatory time may be transferred by employee(s) to the district catastrophic leave bank as described in Article IV, subsection C.
- G. In order to minimize the impact of bargaining unit members using in lieu for time off, the following rules shall apply:
1. Bargaining unit members may use unlimited in lieu for absences during their preparation period.
 2. Bargaining unit members may use in lieu for a partial day absence no more than five (5) times per year unless permission is obtained from the Principal to exceed this limit.
 3. Bargaining unit members may not use more than a total of ten (10) days of in lieu per semester to take time off.
 4. No in lieu time may be taken during the first and last work weeks of the year the first work week of second semester, and state mandated testing, minimum days with the exception of the last day before winter break (when calendared), and the last two weeks of employment unless a resignation is for reasons beyond the bargaining unit member's control.
 5. Bargaining unit members must indicate a planned absence on the sign-up sheet, fill out an in lieu request form, and report the absence through the district-adopted absence management system. If more than the maximum wish to take in lieu on a given day, the right to take in lieu shall be granted on a first-come, first-served basis. If the bargaining unit member uses the in lieu for a preparation period, the bargaining unit member is only required to verbally inform the secretary 48 hours in advance and fill out an in lieu request form. The Principal may deny the use of in lieu for a preparation period if twenty percent (20%) or more of the instructional bargaining unit members are absent from work on that day.
- H. The serving of an in lieu substituting assignment and the use of in lieu credit does not absolve bargaining unit members of their professional obligations as defined elsewhere in this Agreement.

- I. Education Specialist bargaining unit members at sites with block or rotating schedules that create a combined preparation/conference period may be required to perform in lieu substitute service during that period, but shall not perform in lieu substitute service on two consecutive workdays.
- J. Education Specialist bargaining unit members in the Moderate to Severe Program may request to perform in-lieu service during preparation periods, subject to administrator approval, when a student in the moderate to severe program is deemed to be unable to participate in a push-out regular education class during the Education Specialist bargaining unit member's preparation period.