## AGREEMENT WITH CONTRACT SUBSTITUTE TEACHER

- 1. The contract substitute teacher must hold valid New York State certification (or provide documentation that they have completed all of the requirements for certification in New York State and their application for certification has been processed and certification is pending).
- 2. The Contract Substitute teacher will be guaranteed assignments for employment as a substitute teacher in the district for 75% of the student days (or 136 days) in the designated period of September 7, 2016, until June 22 (for T. J. Connor) or June 13, 2017 (for Middle/High School) for the 2016-2017 school year.
  - A contract substitute will be placed on a first call rotation by the automated calling system. They will be offered the first available substitute teacher position on any given day. The contract sub will receive notification (via the sub system or from the building secretary and/or his designee) prior to a job being offered to a per diem substitute. Both parties understand substitute jobs need to be filled in a timely fashion and should a contract substitute not respond to a job offer in a timely fashion the substitute job will be offered to a per diem substitute.
  - If the contract substitute does not get assigned to work for the agreed upon number of days, the district will pay the contract substitute teacher at the end of the school year their per diem rate for the difference between the number of guaranteed days for employment and the actual assigned days for employment.
  - On those days when the contact substitute teacher is unavailable they will indicate such in advance into the online substitute system. Should an assignment have been available the day and the contract substitute teacher fails to fill the position, it will count as one of the guaranteed days.
  - If the contract substitute teacher refuses the assignment or is unavailable for more than five (5%) percent of the guaranteed days, the agreement between the district and the contract substitute teacher may be absolved (Example: 80 days guaranteed, the contract could be absolved if the contract substitute teacher refuses more than 4 times). In the event this occurs, there is no further obligation by the district to meet the guaranteed days.
  - All obligations are absolved if the contact substitute teacher resigns from the position of contract substitute teacher before the end of the term.
- 3. The contract substitute teacher agrees to exclusive availability for the Wheatland-Chili Central School District. In exchange for exclusive availability, the contract substitute will be paid at the contract substitute teacher rate of \$90 per full day (\$45 per half day).
- 4. The agreement between the district and contract substitute teacher can be terminated at any point based upon documentation of inadequate performance, misconduct, unprofessional behavior, or refusing to accept/receive substitute teaching assignments. In the event the contract substitute is terminated for the aforementioned reasons, all obligations will be absolved.

- 5. The contract substitute teacher cannot fill a long-term substitute assignment while holding a contract substitute position. The contact substitute would need to resign from the contract substitute position in order to accept the long-term substitute appointment.
- 6. It is understood that a contract substitute could be asked to serve in any teaching capacity within the building to which they are assigned.
- 7. Appointment to the position of contract substitute teacher is for a specific period of time and does not imply continuation in this capacity beyond the last date of the specified period.
- 8. The contract substitute acknowledges that service as a first, on-call contract substitute does not constitute full-time service for purposes of Jarema Credit.

## **Employee Commitment**

I understand and accept this offer of employment by the Wheatland-Chili Central School District.
This acceptance includes the commitment to fulfill the obligations of this employment during the
2016-2017 school year, unless released from this commitment, in writing by the superintendent of
schools or his/her designee.

Signature	Date