

ARTICLE XVI - IN-LIEU

- A. "In Lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period or other principal-approved service pursuant to paragraph J. A "conference period" does not qualify as a "preparation period". Accordingly, special education staff who also receive conference periods may not perform or receive in-lieu during conference periods, except as indicated in Paragraph L.
- B. Credit for in lieu service shall be granted on a period for period basis. Under normal circumstances, employees may perform and earn only one (1) period/block of substitute in lieu credit per school day. Instructional staff have unlimited accrual and carryover for in lieu. For the purposes of this article, "instructional staff" means certificated staff members who are serving as classroom teachers.
- C. There shall be no monetary compensation for in lieu, except as indicated in Paragraph K. In lieu shall be compensated with scheduled time off for personal reasons or for employee illness. Time off for employee illness is subject to the provisions of Article IV, Section B. Upon termination of employment for any reason, any remaining in lieu shall no longer be available to the employee and shall not be monetarily compensated, except as indicated in Paragraph K.
- D. In lieu substitute service shall first be solicited from amongst available instructional staff on a voluntary basis. Prior to the end of the school year, instructional staff may indicate whether they wish to be on the volunteer list for the following year. The principal or designee shall use the volunteer list first when assigning in lieu substitute service. 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. In the event that no volunteer can be obtained to substitute, any certificated employee may be assigned. Such involuntary assignments shall be on an occasional basis.
- E. Non-instructional certificated staff members such as counselors, librarians, work-experience specialists, teachers on special assignment, and ROP coordinators may earn in lieu time 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 staff member must hold a valid teaching credential.

2. Schools will exhaust all other possible sources for covering the in lieu need prior to requesting a non-instructional staff member to take an assignment.
3. The non-instructional staff member who performs an in lieu assignment will make arrangements with the Principal to make up that hour either after or before the regular work day or during his/her duty free lunch period. As another alternative, the non-instructional staff members may review with the Principal an hour equivalent work to be completed at home.
4. Use of this in lieu time will be subject to all current requirements of this Article.
5. In lieu assigned or earned substituting for a classroom teacher shall be limited to 30 hours per person per school year.

F. Accumulated in lieu compensatory time may be transferred from employee(s) to employee(s) under the following conditions:

1. The application is in writing.
2. The application is approved by the Principal.
3. The time off is taken within ten (10) days of approval, unless the time off is for educational activities.

G. In order to minimize the impact of employees using in lieu for time off, the following rules shall apply:

1. Employees may use unlimited in lieu for absences during their preparation period.
2. Employees may use in lieu for a partial day absence no more than five times per year unless permission is obtained from the Principal to exceed this limit.
3. Employee may not use more than a total of 7 days of in lieu per semester to take time off.
4. Employee may take consecutive days of in lieu, subject to one of the following options which shall govern the taking of consecutive days for the school year:
 - a. Up to three consecutive days may be taken at a given time.
 - b. Up to five consecutive days may be taken; however, employees who elect to take five consecutive days shall not be allowed any other consecutive days of in-lieu that school year.

At the point the employee elects to take consecutive days of in lieu, the employee shall be deemed to have selected the option that applies for that school year.

5. No in lieu time may be taken during the first and last two weeks of the year, first week of second semester, 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 the resignation is for reasons beyond the employee's control. The Principal may, at his or her sole discretion, grant an exception to this provision and allow in lieu to be taken during the foregoing time periods upon written application from the employee.
 6. The following is the maximum number of instructional staff that may be absent on in lieu credit on any given day at a school site, excluding employees using in lieu due to illness: high school = 5; middle school = 4; schools with less than 15 instructional staff = 3. A sign-up sheet shall be made available at the Principal's office. Employees must indicate a planned absence on the sign-up sheet, fill out an in lieu request form, and call the substitute line to report the absence. 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 employee uses the in lieu for a preparation period, the employee 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 20% or more of the instructional staff are absent from work on that day.
- H. A scheduled in lieu day off may be canceled up to two o'clock in the afternoon (2:00 p.m.) of the day before without loss of in lieu credit. Failure to cancel by two o'clock in the afternoon (2:00 p.m.) of the day before may result in the loss of those in lieu hours.
- I. Principals may grant in lieu credit to employees on an hour per hour basis for performing services other than substitute service. Principals may not assign more than 30 hours per school per year of such in lieu service, and the assignment shall be strictly voluntary. Additionally, librarians, work experience specialists, counselors, and ROP coordinators or other staff members, may earn in lieu time for work performed during the

summer or other recess. Such work, when mandatory, shall not be subject to the 30-hour limitation.

- J. The taking of in lieu does not absolve employees of their professional obligations as defined elsewhere in this Agreement.
- K. Probationary or temporary teachers who are released after working in the District for two years or less, or teachers who resign mid-year due to circumstances beyond their control, shall have the option of being paid for their in lieu credit. Payment shall be 1/6 of the daily substitute rate per period.
- L. Special Education teachers at sites with block or rotating schedules that create a combined preparation/conference period may be required to perform in lieu during that period, but shall not perform in lieu on two consecutive workdays.