



SCHOOL BOARD ACTION REPORT

DATE: October 26, 2018
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Sheryl Anderson-Moore, Chief Negotiator
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Clover Codd, Chief Human Resources Officer
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For Introduction: November 14, 2018
For Action: November 14, 2018

1. TITLE

Motion to introduce and approve the 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association (SEA) Certificated Non-Supervisory Employees, Paraprofessional Staff, and Seattle Association of Educational Office Professionals (SAEOP).

2. PURPOSE

This Board Action Report introduces the Collective Bargaining Agreements negotiated between representatives of the Seattle Education Association and Seattle School District No. 1 (District or SPS). The three separate agreements are for a one-year period commencing September 1, 2018 and ending August 31, 2019. The agreements include wage increases, expanded joint efforts addressing racial equity and disproportionality, the initiation of professional growth and educator supports, including a Peer Assistance Review Panel (PAR) for certificated non-supervisory staff, improvements in employee working conditions, and improvements in labor-management communications and problem resolution. Ratification by SEA of these agreements occurred at the SEA general membership meeting on September 8, 2018. The School Board approved the 2018-2019 salary schedules and the Memorandum of Understanding summarizing the agreements on September 18, 2018. The final terms of the three Collective Bargaining Agreements are now presented to the School Board for approval.

3. RECOMMENDED MOTION

I move that the School Board approve the 2018-19 Certificated Non-Supervisory Employees; the 2018-19 Paraprofessional Staff; and the 2018-19 Seattle Association of Educational Office Professionals Collective Bargaining Agreements with the Seattle Education Association and authorize the Superintendent, on behalf of the Board of Directors, to execute the agreements in the form attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent and to take any necessary actions to implement the terms of these agreements. Immediate approval is in the best interest of the District.

4. BACKGROUND INFORMATION

- a. **Background.** The Parties are legally obligated to enter into negotiations for a successor agreement; once negotiations are completed each Party is required to ratify the Agreement and execute in writing a final agreement. The School Board approved on September 18, 2018 a Memorandum of Understanding summarizing the new provisions for the 2018-19 agreements and approving salary increases based on the salary schedules presented at the Board Meeting. The complete 2018-2019 Collective Bargaining Agreements are attached for Board approval.
- b. **Alternatives.** Failure to enter into negotiations for a successor agreement violates state law. Once negotiations are completed, the Parties are required to reduce their agreement to writing and execute a final agreement approved and ratified by both Parties.
- c. **Research.** The goal articulated in negotiations was to attain a compensation level and working conditions that are competitive with similarly situated districts.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be:

The Finance Office estimates the total new cost of these agreements in 2018-2019 at approximately \$57,617,000 of which approximately \$8,790,000 is capital fund eligible.

Budget development for 2018-2019 will take into account the cost of the agreements.

The revenue source for this motion is capital, state and local levy.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

State law for collective bargaining requires the District and the Association to conduct good faith bargaining between the parties; once concluded, the community is informed of the final terms of the agreement.

7. EQUITY ANALYSIS

Significant parts of the new Agreements expand on the current race and equity efforts, as follows:

1. Creates and trains 10 new building based Race and Equity Teams;
2. Provides district wide direction and focus on a monthly early release day (“green” day) to provide time for school teams to analyze disproportionality and develop action plans to address specific class and building issues;
3. Continues district wide implicit bias training;
4. Expands teacher orientation training to include culturally responsive teaching strategies in the Professional Educator Growth and Support System.

Representatives from the SEA Center for Race and Equity and the SPS Department of Racial Equity Advancement were on the SEA/SPS Joint Bargaining Team, and led the Team’s interest based discussions on eliminating opportunity gaps and disproportionality. While the Collective Bargaining Agreements were not specifically analyzed through the Racial Equity Toolkit, the principles of the Racial Equity Toolkit were discussed and applied through the bargaining process. The outcomes listed above represent the results of those discussions, which were fully supported by the Joint Bargaining Team.

8. STUDENT BENEFIT

Executing a mutually adopted agreement promotes a stable labor relations climate and assures no interruptions to the district and school operations.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 5020, Collective Bargaining, provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Approval of these Agreements complies with Board Policy No. 5020, Collective Bargaining, which states, “any agreements reached by the Chief Negotiator shall not be binding upon the Board until formally approved by the Board.”

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Executive Committee meeting on November 8, 2018. The Committee reviewed the motion and moved it forward to the full Board for approval.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Agreements will be signed and executed. The Agreements will be posted on the District website and copies made available to sites and dispersed. Seven (7) regional training meetings were held across the District to assure common understanding of the new Agreements new terms. Salary provisions were approved on September 18, 2018 and implemented on the October 1, 2018 pay warrant. Other provisions of the Agreements will be implemented in accordance with the effective dates identified in the documents.

13. ATTACHMENTS

For Approval:

- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Paraprofessional Staff (PARA)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Seattle Association of Educational Office Personnel (SAEOP)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees (CERT)
- SAEOP Appendices
- PARA Appendices
- CERT Appendices

For Reference:

- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Paraprofessional Staff (Redline)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Seattle Association of Educational Office Personnel (SAEOP) (Redline)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees (Redline)
- September 18, 2018 Board Action Report, plus the Memorandum of Understanding summary of significant contract provisions additions or changes.



Collective Bargaining Agreement (attachments)

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Sheryl Anderson-Moore
Chief Negotiator
sjandersonmo@seattleschools.org

The following documents include:

- **2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Paraprofessional Staff (PARA)**
- **2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Seattle Association of Educational Office Personnel (SAEOP)**
- **2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees (CERT)**
- **SAEOP Appendices**

- PARA Appendices
- CERT Appendices

- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Paraprofessional Staff (Redline)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Seattle Association of Educational Office Personnel (SAEOP)(Redline)
- 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees (Redline)
- September 18, 2018 Board Action Report, plus the Memorandum of Understanding summary of significant contract provisions additions or changes.

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Michael Tamayo, SEA Vice President
Carrie Alefajo
Vaughan Amare
Celina Austin
Steven Alvarez
Matthew Baudhuin
Pamela Davis
DaZanne Davis-Porter
Davina Diaz
Maridith Dollente
Ann Dunbar
Kate Eads
Vallerie Fisher
Daniel Gross
Peter Henry
Len Hill
Carolyn Hostetler
Shelly Hurley
Gwendolyn Jimerson
Laura Lehni
Micheal Melonson
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Stan Strasner
Dan Trinh
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

Leslie Harris, President
Rick Burke, Vice President
Jill Geary, Member at Large
Scott Pinkham
Eden Mack
Betty Patu
Zachary DeWolf

SPS Negotiating Team

Sheryl Anderson-Moore, Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Keisha Scarlett
Amy Schwentor
Cashel Toner
Katherine Virga

Superintendent of Schools

Denise Juneau

In witness whereof, the parties hereto have executed this Agreement
on this _____ day of _____, 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

Phyllis Campano, President
Seattle Education Association

Denise Juneau
Superintendent, Seattle Public Schools

John Donaghy, Executive Director
Seattle Education Association

Clover Codd, Assistant Superintendent of
Human Resources, Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

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COLLECTIVE BARGAINING AGREEMENT
Between
SEATTLE SCHOOL DISTRICT NO. 1 and
SEATTLE EDUCATION ASSOCIATION

PARAPROFESSIONAL STAFF

2018-2019

PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.
- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the Seattle Public Schools.
- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
1. High expectations of and by students and adults
 2. High support from SEA and SPS
 3. High success for students and staff
 4. High trust in parents/guardians, students and staff
 5. High engagement of community and families
 6. High degree of openness
 7. High personalization to meet the unique needs of both students and staff
- E. To accomplish this, we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.
- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:

PREAMBLE

1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the SPS must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for SPS that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into the 1st day of September, 2018 by and between the Seattle Public Schools (aka Seattle School District No. 1), hereinafter called the "SPS," and the Seattle Education Association, hereinafter called the "SEA," representing the Paraprofessional staff of the Seattle Public Schools defined in Article I, Section B.
2. The SPS and the SEA, as the exclusive representative of the Paraprofessional employees covered by this Agreement, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.56 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. The SPS recognizes the SEA to be the sole and exclusive bargaining agent for the paraprofessionals in the bargaining unit and to be responsible for representing the interest of all such employees, pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, as amended.
2. Throughout the remainder of this Agreement, the employees covered hereunder will be referred to collectively as the "bargaining unit" and individually as "member" or as "employee."
3. The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. Substitute employees are included in the bargaining unit. Confidential employees as defined in RCW 41.56.030 and applicable WAC regulations and persons rendering voluntary, non-compensated service are excluded from the bargaining unit.
4. Casual/temporary employment shall not be used in lieu of filling a vacant represented position or to avoid creating a represented position. Casual/temporary employees shall not be used to fill vacant bargaining unit positions unless there are no qualified classified substitutes available. In the event that casual/temporary employees are used in lieu of classified substitutes represented by SEA, the SPS shall notify the SEA of such use.
5. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
6. Whenever the SPS modifies the job title or the job description of any position listed in Appendix B, it shall furnish the text of such change to the SEA and Appendix B shall be considered as thereby amended to that extent. Should the SPS desire to delete a modified or discontinued job title from Appendix B, it shall so advise the SEA in writing giving the reasons. If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

7. Whenever the SPS creates a new job title and job description relating to Paraprofessional work of the general type already included within the bargaining unit, it shall furnish the text of same to the SEA with a request that it be added to Appendix B provided:
 - a. The positions to be filled under such title are to be regular positions.
 - b. The positions to be filled are not confidential, as defined in Item 5 above.
 - c. The positions to be filled are not funded categorically under a program which has regulations either prohibiting such addition to the unit or which otherwise establish a separate community of interest among the employees to be added.

If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed inclusion or exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.
 - d. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit areas of disagreement to PERC.

SECTION C: Application of Agreement

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to mutual agreement that it is necessary to utilize the provisions of Chapter 41.56 RCW. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
2. Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue for supporting such employee's jobs. If funding for specific programs should diminish during the course of the year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

1. The term of this Agreement shall be, effective September 1, 2018 through August 31, 2019 provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this agreement.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.56 RCW
3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION E: Renegotiation and Distribution of Agreement

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement except as otherwise provided in this Agreement. The parties recognize that the work of the Joint Evaluation Committee, implementation of the new Three Phase Hiring Process and the Review of classification and compensation may result in the need to negotiate modifications to this Agreement during its term.
2. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process. The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
 - h. Contractual_Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.
 - i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.
- 3. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.
- 4. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or applications shall not be deemed valid and except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.56 RCW.
- 5. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, 2019, written notice of such intent shall be given to the other party no sooner than March, but no later than April of 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.56 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
- 6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2018-2019" shall be printed by the SEA after the Agreement has been ratified and signed and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting online.
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.

SECTION F: Contract Waivers

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA Represented Employees and administrators assigned to the building/program submitting the proposal.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

1. The request must be for the purpose of implementing strategies for increasing academic achievement and tied to the building's/program's CSIP.
2. The request must include: (See Appendix L for SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA represented staff must vote to support the request.);
 - c. Rationale for the waiver; specifically, how the waiver will assist in increasing academic achievement, how the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff will be mitigated or addressed;
 - d. Duration of Waiver - Waiver Requests may be for up to three years. Schools must review the waiver each year, and if the SEA represented staff determines they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent of Human Resources;
 - e. Costs (if applicable);
 - f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other program/buildings; and
 - g. After the building has conducted its process, the Waivers Request forms must be signed by the SEA representative and the building principal.
3. The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month, so the respective committees can process and make recommendations to their appropriate decision-making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent of Human Resources.

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The SEA and the SPS continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement). 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity). and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best effort to assure that the Committee reflects racial and ethnic diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. Convene monthly.
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student learning.
- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase equity and reduce disproportionality in an effort to align and coordinate initiatives.

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- d. Identify human and financial resources that could support school-level and District-level initiatives.
 - e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.
 - f. Disproportionate discipline and the achievement and opportunity gap are present in every school and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
 - g. Screen applications and select the schools for Racial Equity Teams by week 6 of the start of the school year, review the work of building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
 - h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
 - i. The District will set aside at least one-half day of a District TRI day for training related to racial equity each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
 - j. Ensure that ongoing training on implicit bias and Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
 - k. Review SPS progress on recruiting and retaining educators of color and make recommendations as appropriate.
 - l. Review the SPS Racial and Equity Analysis Tool and adapt as needed for use by BLTs/PLTs.
2. The Leadership Committee
- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.
 - b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other

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SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.

- c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments; state as well as common district assessments; AP and IB course completion rates; length of time attending SPS, and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.
3. The Labor-Management Committee
 - a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
 - b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of Human Resources, including the Labor Relations Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Director of Labor Relations will determine the agenda for these meetings.
 4. Building Leadership Teams/Program Leadership Teams
 - a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Team and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.
 - b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

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- 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Executive Director of Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
- c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:
- 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students. For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.
 - 2) A school-wide/program-wide professional development plan to support the CSIP/plan.
 - 3) The school/program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
- e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
- f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area

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that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedure Manuals.

- g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/Programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
 - h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
 - i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.
 - j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
 - k. When a staff, following the school/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) working days from the date that the issues are initially raised.
5. Building Racial Equity Teams/Program Racial Equity Teams
- a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend, at least 10 additional teams will be added in 2018-2019.
 - b. The Racial Equity Team will consist of at least:
 - 1) A building administrator/program supervisor, and
 - 2) At least four (4) SEA-represented staff. One of the four (4) seats will be designated for classified SEA-represented staff. Schools are encouraged to include staff

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members from special education and English Language Learning departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP.

Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team.

Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

- 3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic diversity of the school/program staff and school community.
- c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or cochaired by a SEA-represented member and a building administrator/program supervisor.
 - d. The work of the Racial Equity Team may be combined with other school or program committees.
 - e. The responsibilities of the Racial Equity Team are to:
 - 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality.
 - 2) Review the District's recommendations on best practices and recommended initiatives
 - 3) Review school/program data on disproportionality in discipline and other areas
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race.
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity

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- 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals.
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity
- f. The District will convene Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of Racial Equity Advancement and SEA Center for Race and Equity.
 - g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

SECTION B: Decisions Regarding Use of Scheduled Time for Professional Development and Decision Making:

1. There is an expectation by the parties that all employees will fully participate in the activities of the scheduled professional development and decision-making days that are part of their regular work calendar (waiver, early release and building and SPS directed TRI days for certificated staff) as appropriate to their specific job responsibilities.
2. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
 - a. The equivalent of two (2) scheduled contractual_days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
 - b. making model. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff on the BLT will make the decision as to the use of the days identified above.
3. Two (2) contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
4. The final contractual day will be an SPS-directed day for professional development.
5. A workday is defined as the number of hours in an employee's regular workday.

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6. Employees may substitute an alternative activity if prior experience and/or training in the topic or alternative instructional needs suggest a better use of the time. A request to substitute an alternative activity because of prior experience and/or training or alternative instructional needs requires prior approval by the BLT. Any alternative must be consistent with the original purpose of the days.
7. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building.
8. The SPS shall provide \$3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
9. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: Professional Development/Leadership Time

1. Each Paraprofessional employee shall be allocated the number of hours equivalent to eight (8) workdays for professional development and/or leadership activities each school year. The purpose of these days is to provide extra time for participating in school/program decision-making, building leadership activities, and/or training to enhance job skills and/or improve student learning.
2. A workday is defined as the number of hours in an employee's regular workday.
3. The paid activity (or activities) shall be by mutual agreement between the employee and his or her supervisor. An employee may appeal their supervisor's decision to the Labor/Management committee. Extra Time Reporting forms shall be utilized by the employee to document and claim such time.
4. Extra-Time Reporting forms used for this purpose for a specified school year must be submitted no later than June 30 of that school year. Employees who participate in professional development in July and August may utilize their unused professional development days, if any, from the just completed school year. If all professional development days from the just completed school year have been used, the employee can utilize days from the upcoming school year. The employee's Extra-Time Reporting form for July and August must be received by Payroll by August 31.
5. Time served for these activities must be within the forty-hour work week such that the employee is not in an overtime pay situation for these activities. Payment is at the employee's regular hourly rate of pay. If these activities must be performed in an overtime situation, the maximum amount of pay and hours may not exceed the pay and hours equivalent to eight (8) regular work days in each school year. The employee may also use days to pay for substitutes in order to attend professional development during the work day. Each substitute day will be equal to one day of pay.
6. Any unspent funds shall be recaptured by the SPS on a yearly basis. There shall be no carryover of these funds.

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7. Paraprofessionals will have access to district professional development courses that are related to SPS curriculum and that they use in assisting students, contingent on available funds as set forth in Article II, Section D.2.d, and contingent on the content area capacity within Instructional Services.

SECTION D: Professional Development Steering Committee

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ensure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
 - f. The Steering committee may form joint subcommittees or task forces as needs are identified. These subcommittees or task forces will be provided with clear guidance as to task, role, timing and support.
2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals
 - a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5)

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individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.

- c. In addition, a separate bargaining unit subcommittee consisting of a mutually agreeable number of employees and administrators will work in concert with the advisory committee established in Section 2.b. above to make recommendations regarding the needs of employees for professional development. The duties of the bargaining unit subcommittee shall include:
 - 1) Surveying employees to identify professional development needs and interests including pathways to certificated work;
 - 2) Recommending an overall annual plan for professional development;
 - 3) Recommending a plan for the use of early release days and/or District-wide professional development days;
 - 4) Developing a system to identify employee interests and skills in training other employees.
 - d. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - e. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties
3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPs in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.

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- a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
 - b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. Cultural literacy:
- a. The goal is to ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff brings to SPS and which will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community; Adult learning models designed to infuse all staff development and decision-making processes with culturally responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.
 - c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.

SECTION E: Professional Development Training

Professional development training shall be offered by the SPS to employees in order to enable them to improve their abilities and skills, subject to available funding.

1. In-service courses for credit will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibilities.
2. Professional development courses shall be made available at no cost except for material and transportation fees connected with participation in the course.
3. All material, tuition or transportation fees for college extension courses shall be paid by the employee.
4. Courses shall be offered in a variety of geographical locations whenever possible.
5. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating whenever feasible.
6. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model. The joint district/SEA special education best

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practices working group will determine what professional development should be offered to ensure a successful working environment with students. Special education instructional assistants can be required to participate in trainings adapted for their students' needs.

SECTION F: Professional Development Training Credit

Professional development training credit will be recorded for attendance and successful completion of requirements for workshops and institutes inside and outside the SPS, provided the individual receives prior approval upon application to the Professional Development Office and that the workshop or institute is primarily a concentrated study session and/or classes for the improvement of skills.

If an employee completes sixty-four (64) total hours of professional development during the district calendar year from September 1 to August 31, and the employee gets a satisfactory evaluation, the employee will be recognized with a SPS Paraprofessional Professional Development Certificate for the current year and a bonus of \$3 per day/ up to 182 days paid out during the next school year. All documentation must be submitted by September 30 and approved by the supervisor/administrator. If more than one hundred employees complete the certification in any given year, the SEA and SPS will meet to determine how to fund the program.

For 2018-2019, an additional \$40,000 is available to incentivize professional development among paraprofessionals. SEA and SPS will jointly determine how to utilize these funds in alignment with any professional development redesign agreed to by the parties.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or Federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the SPS through such policies, procedures and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: Rights of the SEA

Consistent with applicable law, there shall be no interference with the rights of the employees to become members of the SEA, and the SPS will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of membership or non-membership in the SEA.

SECTION C: SEA Security

1. SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the payroll deduction for dues section (Article IX, Section C), including reimbursement for any legal fees or expenses incurred in connection therewith.
2. Membership in the SEA, the legally recognized organization authorized to negotiate with the Board, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, sex, sexual orientation, gender expression or identity, marital status, age, handicap, use of a trained guide dog or service animal, veteran or military status, or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

1. There shall be no unlawful discrimination against any employee by reason of race, creed, religion,

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color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, veteran or military status, national origin, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.

2. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
3. There shall be no discrimination against any employee for utilization of the grievance procedure.

SECTION E: Employee Personnel Files

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.
5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.
6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations and procedures of the SPS.
7. All materials related to the employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year.
8. Materials reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character or personality may be:

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- a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of the employees written personnel records.
 - b. Pursued by the use of the grievance procedure, except that material relating to an employee's performance evaluation may be challenged in accordance with Article IV, B.4.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed. The Performance Appraisal for Paraprofessional Employees shall become a part of the office employee's permanent classified employee file.
9. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
 10. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION F: Communication Rights and Privileges

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each building by the SPS.
2. The SEA may use SPS buildings for meetings and to transact official business on SPS property at all reasonable times when custodians are normally on duty before and after work hours, provided that this shall not interfere with nor interrupt normal operations.
3. Any officer or authorized representative of the SEA so designated by the SEA and identified to the Superintendent shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement with the principal/supervisor at other times, provided that this shall not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives shall satisfy the principal/ supervisor that they are on official business before they proceed through the building to any room. All such visits shall not interfere with any employee's activities while on duty.
4. The SPS and the SEA agree that having the SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business is to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA or SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line

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with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION G: Creative Approach Schools

SPS and SEA agree that school staffs and communities know the needs of their students best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.
3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix L.
 - a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.

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- f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
 - a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.
 - d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach Schools Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.
 - e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.
6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS

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approval process. In the event a program is not budget neutral, the District may discontinue the program.

11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three of the implementation.
12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating creative approach schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and School Board.

SECTION H: Representation Rights and Due Process

1. An employee who has received a written communication from their supervisor indicating deficiencies requiring improvement, at the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
2. The probationary and/or annual performance evaluation and evaluation conferences conducted by the Principal, Program Manager, or Supervisor in the evaluation process are specifically excluded from these provisions. Subsequent discussions of the matters reviewed in the evaluation may involve representation at the employee's request, pursuant to these provisions.
3. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint; and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the SPS unless this disclosure would compromise the SPS investigation.
4. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, documented oral warning, written warning, or reprimand, suspension, and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specified grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.

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5. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION I: Availability of Information

1. The SPS shall furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility. All requests for information must be directed to the Director of Human Resources or their designee.
2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS will be carefully evaluated, and the costs incurred shall be reimbursed by the SEA.

SECTION J: Sexual Harassment

It is the SPS's desire to have a work environment free of sexual harassment. Procedures for handling sexual harassment complaints will be in accordance with the SPS's sexual harassment policy.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

SECTION K: No Reprisal for Disclosing Misdeeds

The SPS agrees to abide by the SPS's Whistleblower policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein or the SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

SECTION L: HIV/AIDS, Hepatitis B Training and Inoculation requirements

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1. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
2. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION M: Health and Safety Needs

1. The SPS will provide a safe and healthy workplace per State Law.
2. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
3. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five working days after the District has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures, including student discipline procedures, to make certain that schools are safe, and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

SPS and SEA agree that employees should not have to be subjected to parent/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian, they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary, Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student

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best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.

- b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.
 - d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.
 - e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of "no tolerance" for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.
- a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.

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- b. Weapons:
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.
 - 3) Items That Appear to Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.
 - 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).
 - 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or
 - b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
- 4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.
- 5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.
 - a. Consequences
 - 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:

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- a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
- 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
 - 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
 - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
 - 5) The principal will be responsible for distribution to impacted staff.
 - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
 - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
 - 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
 - 9) The student's parents or guardians will be promptly informed of the incident.
 - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to re-admittance to a new regular Seattle Public School.
 - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
 - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.
 - 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.

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- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
 - 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
- 6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing their duties will be prosecuted to the fullest extent provided by law.
- 7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
- 8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.

SECTION O: Protection of Employees and Property

The SPS shall attempt to provide healthful working conditions for its employees consistent with Federal, State and local laws and their rules and regulations. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. The SPS will call upon other agencies (such as police, the courts, and social agencies) to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

- 1. Preservation of Order in the Schools
 - a. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in their possession, in the possession of another employee or student, or upon school premises.
 - b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.
- 2. Benefits to Employees

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- a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
- b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.) School safety committees may meet to discuss how to achieve this goal and what is feasible within the school's resources and building design.
- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of their proper exercise of that force authorized in Item 1-a above or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent them when they have been assaulted in or around the school premises or as a direct result of the employee performing their duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accordance with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting them to or from their place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on SPS premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
 - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance, not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following school year.
 - 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.

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- 5) The use of personal equipment at work must have the prior approval of the principal/supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that their insurance does not cover the damage or loss in question. An employee must exhaust their own insurance recovery possibilities before being eligible for reimbursement under this Section.
 - 7) There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.
- f. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in, Article VIII Section A, of this Agreement.
3. Reporting Procedures
- An employee shall immediately report any assault suffered by them in connection with SPS employment to their supervisor or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items 2-c, d, e, and f above, the employee shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.
4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request by an employee for information in its or their possession which relate to the assault or persons involved in it.
 5. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, principal/program manager shall pass this information along to all employees who interact with those students.
 6. Employees shall be trained by the SPS prior to being assigned to dispense medication. Employees shall be trained by the SPS prior to being assigned to insert catheters.
 7. Employees will be provided with proper safety equipment when working with special needs students where health and safety issues are of concern.
 8. All dispensing of medication will be in accordance with the law.
 9. Bargaining unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while a search is in progress.

ARTICLE IV: EMPLOYMENT PROVISIONS

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION A: Length of Workday and Early Dismissal

1. The workday shall be in accordance with the hours authorized for the individual employee position and shall be in accordance with applicable Federal and State laws. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, they may require the employee to meet the building's regular schedule.
2. Upon special arrangement with the immediate supervisor, the employee may participate in a regularly scheduled meeting of the SEA held after the close of the student school day if the employee is an officer of the SEA or a member of the Bargaining Committee.
3. It is the duty and responsibility of principals/supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.
4. Employees working four (4) to six (6) hours are entitled to one (1) relief period of fifteen (15) minutes as part of the regular paid working day. Employees working six (6) hours or more are entitled to one (1) such period in the morning and one (1) in the afternoon. Where practicable, relief periods should be taken at regularly scheduled times.
5. The employee may request and be paid overtime at time and one-half for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week; or, compensatory time on a time and one-half basis is permitted for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week if the employee requests compensatory time off in lieu of overtime. Work schedules may be arranged during any given work week for absences due to routine medical/dental appointments, etc., if agreed upon by the employee and their supervisor before the fact.
6. When students and classes are dismissed one (1) hour earlier than the regularly scheduled closing time on days before Thanksgiving holidays and Winter Vacation, all full-time employees will be released from duty one (1) hour earlier than their individual regularly scheduled time.
7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance shall be provided for travel between the two work locations pursuant to Article IX, D of this Contract. The employee shall keep a mileage report. The affected principals will agree to the means for the reimbursement.
8. Starting in 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

ARTICLE IV: EMPLOYMENT PROVISIONS

9. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.

SECTION B: Evaluation

1. At the beginning of the employee's work year, the employee will meet privately with the principal/supervisor who is immediately responsible for their evaluation, and meet with classroom teachers and other employees involved with their services to define respective responsibilities, with the option of developing a written list of specific responsibilities consistent with the job descriptions, SPS rules, regulations, procedures, and the provisions of this Agreement.
2. Newly Hired Employees
 - a. Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.
 - b. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employee. Probationary Report forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Probationary Report form from the principal/supervisor at the time of evaluation.
 - c. If the reports are satisfactory for the first three (3) months, the employee shall be placed on regular status. The District will make training on the evaluation process available quarterly.
 - d. If at the end of the first three (3) months an employee is performing unsatisfactorily, the principal/supervisor shall complete a Performance Appraisal form. The probationary period may be extended for a maximum of three (3) weeks. At the end of any probationary period, the employee will be re-evaluated and: a) be removed from probationary status, or b) be terminated.
 - e. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
 - f. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form and an opportunity must be provided, including reasonable help, for the employee to improve in the areas of weakness indicated. The employee shall have the right to have an SEA representative present when the Performance Improvement Report form is presented to the employee.
3. Regular Employees
 - a. An employee shall be evaluated by their principal/supervisor at least once each year at any time prior to but no later than April 15th. Annual evaluations are considered to cover a one (1) work year period and may incorporate evidence from the previous twelve months.

ARTICLE IV: EMPLOYMENT PROVISIONS

- b. The principal/supervisor shall discuss the evaluation in detail with the individual employee. Performance Appraisal forms shall be signed by the employee at the time of the evaluation and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Performance Appraisal form from the principal/supervisor at the time of the evaluation.
- c. An employee's performance will be considered unsatisfactory when an employee receives one (1) unsatisfactory mark in any one (1) of the nine (9) Paraprofessional categories. Throughout the work year, supervisors are to inform employees of their concerns as soon as they are observed so the employee has the opportunity to improve on their performance prior to getting an unsatisfactory rating. Informal observations may be documented in writing and if documented, a copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based on any such informal observation, the written documentation of the observation must be provided to the employee in order for that evidence to be used in the final evaluation.
- d. If an employee's performance is rated unsatisfactory on the Performance Appraisal form, the principal/supervisor shall complete a Performance Improvement Report form. An employee who has been rated unsatisfactory will be observed for four (4) work weeks. Employees may request two days of on-the-job mentoring to be provided prior to the final week of observation. A mentor will be provided if one is available. Mentors will be identified through a jointly agreed process by SPS and SEA and will receive a 20% increase in their hourly rate for time spent as a mentor. The employee's request for mentoring must be submitted in writing to the principal within three (3) working days of receiving the Performance Improvement Report form. The principal will respond to the employee's written request within three (3) working days. At the end of that time period, the employee will be re-evaluated and if they are still performing unsatisfactorily in the same category(s), will be placed on probation for three (3) work weeks. At the end of this probationary period, the employee will be re-evaluated and: a) be removed from probationary status, b) be placed on extended probation, which shall normally be for three (3) work weeks, or c) be terminated.
- e. At any time when a PIP is presented to the employee, the employee shall have the right to have an SEA representative present. An opportunity must be provided, including reasonable help, for the employee to improve in the area(s) of weakness indicated. Professional development may be requested by the employee to assist with deficiencies and incorporated into the plan.
- f. Regular employees who are transferred to positions which represent a change in job title may at the option of the principal/supervisor be evaluated monthly for three (3) consecutive months.
- g. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
- h. Optional Participation in Goal Setting

In addition to the annual evaluation process, described above, any regular employee may participate in goal setting. Optional goal setting allows employees to receive a higher level of recognition in their overall performance rating.

Employees who engage in goal setting are eligible to receive an overall rating of

ARTICLE IV: EMPLOYMENT PROVISIONS

"Excellent" if they receive a rating of "Excellent" in at least five (5) competencies and a rating of "Strong" in the remaining competencies. Employees who do not engage in goal setting must receive an "Excellent" rating in at least eight (8) competencies and no rating less than "Strong" to have an overall rating of "Excellent".

i. Optional Focused Evaluation

Any employee who has received an overall rating of "Strong" or "Excellent" on his or her annual Comprehensive evaluation may opt to receive a Focused Evaluation.

- 1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on their previous year's annual evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of their decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.
- 2) Those employees on a Focused Evaluation will utilize the formal evaluation tool which will be modified to provide for this option. The evaluator, in consultation with the employee will each identify one (1) specific competency on which to focus for the current school year so that the employee will be evaluated on a total of two (2) competencies. In the event both parties choose the same competency, they shall select an additional competency for a total of two (2).
- 3) An employee may remain on the Focused Evaluation cycle for a period of three (3) years. All employees must receive a Comprehensive evaluation at least once every four (4) years.
- 4) If an evaluator determines that the employee needs to be returned to the Comprehensive Evaluation, the evaluator will document the reason for the return and provide notice in writing to the employee. The employee will then be returned to the Comprehensive Evaluation for the current school year.

j. A classified employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee, unless performance concerns are identified by either principal, in which case both principals will do the evaluations.

4. Disputes over formal disciplinary action (suspension or termination), disputes over any unsatisfactory ratings in any performance category as determined by principal/supervisor, or disputes concerning exclusively a departure by the SPS from the procedural requirements of Article IV, Section B, shall be subject to the Grievance Provisions of Article X. Findings made, and conclusions reached by the principal/supervisor, resulting in a performance rating of "Excellent," "Strong," or "Satisfactory," shall not be subject to the Grievance Provisions of Article X.
5. There shall be no illegal eavesdropping.

SECTION C: Paraprofessionals in the Classroom

1. The Association and the SPS recognize the importance and advantages of utilizing Paraprofessional staff in the classroom.
2. Certificated employees shall be responsible for the instructional program.

ARTICLE IV: EMPLOYMENT PROVISIONS

3. Paraprofessional employees may be utilized in an instructional format to share instructional and Educational duties with classroom teachers in school consistent with State laws, regulations and these Agreements.
4. The District shall provide employees in each building with daily access to computers and software necessary for work-related email communications, entering of work time, etc. The principal or designee shall work with special education and/or bilingual certificated staff to provide a work schedule with a daily 10-minute technology work time per paraprofessional at each building.

Such access shall be provided either in a space designated for staff usage or in the employee's work area. If access to a computer is not available in the employee's work area, a designated mobile or stationary device (two per elementary building and three per K-8 through high school building) will be maintained in the school library for use during the tech work time.
5. Teachers in the ELL program will work with their bilingual instructional assistants to schedule the IA time consistent with the language and educational needs of the students.
6. Special Education Instructional Assistants' priority is to meet the needs of students with IEPs. Schools will not regularly assign Special Education Instructional Assistants as the primary supervisor of general education-only students. Special Education Instructional Assistants may also support General Education-only students during the normal course of their supervision of students with special needs.

SECTION D: Paraprofessional Flextime

In order to facilitate Paraprofessional employee involvement in Site-Based Decision Making, a Paraprofessional employee who is serving in a leadership capacity in their school may, with agreement of their principal, flex the employee's work schedule on a given day so that they may more easily attend an applicable school meeting. In other words, the employee's normal starting and ending time may be altered with approval of the principal.

SECTION E: Affirmative Action

1. The SPS Board selects employees as needed on the basis of merit, training, and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bona fide occupational qualification, and the SPS shall comply with State or Federal laws as may pertain thereto.
2. The Affirmative Action program goal for the SPS is to attract, develop and retain a high-performing, multicultural workforce to serve diverse student needs.
3. In implementing the Affirmative Action program, the SPS shall recruit, employ, retain and assign personnel in conformity with State and Federal laws, rules, regulations and directives.

SECTION F: Liability Coverage and Hold Harmless Provisions

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:

ARTICLE IV: EMPLOYMENT PROVISIONS

2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with the employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.
3. Specifications for staff coverage in the SPS's Liability Protection program shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION G: Resignation and Termination

1. Employees who are terminating from SPS employment shall, whenever possible, submit a two (2) weeks written notice of resignation which states the reason for leaving and the last date the employee will work to Employment Services. A copy of the notice shall be provided to the immediate supervisor.
2. The SPS shall, whenever possible, provide employees with a minimum of two (2) weeks notice of termination. Such notice shall state the specific cause(s) of termination.

SECTION H: Paraprofessional Mentoring Corps

SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and 2019-20 school year.

ARTICLE V: CLASSIFICATION

ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

The SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of the SPS shall be available to all employees and the SEA for their review during the workday in Human Resources. In addition, the SPS will supply the SEA with a current and complete set of job descriptions for the SAEOP and Paraprofessional units.
2. When a job description for a bargaining unit position has been created or revised, a copy will be provided to the SEA.

SECTION C: Job Measurement System

1. The SPS will use the Job Measurement System and point factor table developed by the Joint Classification Committee and set out in Appendix C of this Agreement. The SPS shall use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.
2. The SPS and the SEA shall have a Joint Classification Oversight Committee consisting of 14 members: six (6) SPS, six (6) SEA, and two (2) mutually agreed upon neutral members. The SPS members shall be appointed by the Superintendent. The SEA members shall be appointed by the SEA President. The SPS and the SEA shall negotiate the appointment and any compensation of the two (2) neutral members. The Committee shall meet quarterly, or as needed.
3. The role of the Joint Classification Oversight Committee is to monitor the application of the Job Measurement System and process. The parties agree that it is desirable to maintain the Job Measurement System using periodic audits; therefore, the Joint Classification Oversight Committee will also monitor System maintenance.
4. A subcommittee of the Joint Classification Oversight Committee shall comprise the Appeals Panel for classification appeals. The Appeals Panel shall consist of one (1) SPS, one (1) SEA, and one (1) neutral member. The Appeals Panel will meet as needed.
5. Official records of classification results shall be maintained by Human Resources. Any supervisor interested in reviewing the results of their employee's job classification/evaluation should contact Human Resources. Likewise, any employee or an authorized SEA representative who wishes to review the classification/evaluation results of their current position should contact Human Resources.

SECTION D: New Positions

1. The supervisor/manager for the position shall provide Human Resources with a draft job description for the new position. The job description will be reviewed and evaluated by an HR analyst. The analyst will share the results with the supervisor/manager. Human Resources shall ensure that the job evaluation results for the new position are added to the SPS job description file and that a pay range is established for the position using the Job Measurement System and the negotiated salary schedules in Appendices A-1 through A-7.

ARTICLE V: CLASSIFICATION

2. Human Resources shall notify the SEA and the supervisor/ manager(s) involved of the final job evaluation results and pay range for the new position.

SECTION E: Reclassification

1. The SPS has a continuous process of review and re-evaluation of job descriptions and classifications. Changes in classification of regular positions as determined by job analysis and evaluation may occur for reasons such as, but not limited to: changes in position duties and responsibilities as determined by the SPS; or inappropriate classification of an existing position.
2. The SEA on behalf of an employee or group of employees (two (2) or more), or the affected supervisor/department manager may initiate a request for reclassification. If an employee or a group of employees want to initiate a request on their own, the request will be vetted through SEA prior to being reviewed by a job analyst. A reclassification request will only be processed if the supervisor or department manager involved has been notified in writing and the SEA has agreed to move the review forward. All reclassification requests will be directed to Human Resources. Reclassification requests must be in writing and must be accompanied by a completed job content questionnaire if the position in question has been reviewed by an analyst, and further, the position has been appealed through Step 2 of the Classification Appeals Process, pursuant to the appeals procedure explained below. The position will not be reviewed again until one (1) calendar year after the initial request. The position can be reviewed sooner if there is mutual agreement between Human Resources and SEA due to changes in duties and responsibilities of the position.
3. A job analyst shall hold an explanatory conference with the person initiating the reclassification request within twenty-five (25) workdays of receiving the request. The employee(s) may be accompanied by their supervisor and/or an SEA representative.
4. The job analyst will review any additional information, conduct the necessary research, and communicate their decision in writing to the employee(s), the supervisor involved, and the SEA within twenty-five (25) workdays from the date of the explanatory conference. The written decision will be officially distributed in order to document the decision date for the affected employee(s), supervisor(s), and the SEA.
5. Human Resources shall coordinate with the supervisor when implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

SECTION F: Appeal Procedure

1. The SEA on behalf of employees, may appeal the classification decision of the job analyst by submitting a written appeal request to the Appeals Panel (send to Human Resources) within twenty-five (25) work days from the date of official notification. The Appeals Panel will hear the appeal within two meeting dates from receipt of the request for appeal. The Appeals Panel will review the job description and/or supplemental job documentation, the HR analyst's written review, and any other relevant information presented to the Panel. The employee(s) may be accompanied by their supervisor and/or an SEA representative at the Appeals Panel hearing.
2. The Appeals Panel will communicate its decision to the Superintendent designee within five (5) workdays after the appeals hearing. Final approval of the decision of the Appeals Panel will be made by the Superintendent designee within ten (10) workdays of receipt of the Appeals Panel's decision, and written notice of final approval will be provided immediately to the employee(s), the supervisor, and the SEA. Human Resources shall coordinate with the manager or supervisor involved in implementing any salary change that may result from a reclassification. Salary

ARTICLE V: CLASSIFICATION

changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

3. The employee(s) and/or the SEA may request Expedited Arbitration in accordance with Article X, Section E of this agreement for any decision made by the Superintendent designee which disapproves a unanimous decision made by the Appeals Panel. The reasons for disapproval must be included in the notice of the Superintendent designee's decision explained in Section F.2 above. Expedited Arbitration must take place within sixty (60) calendar days of the Superintendent designee's decision.

SECTION G: Classification Downgrading

Any downgrading of a classification shall not become effective until the employee(s) affected has had an opportunity to appeal the decision through the appeals procedure described in Section F above. As long as the employee(s) remains in the same position, the salary of the employee(s) reclassified downward may be:

1. Allowed to advance normally within the newly assigned classification as long as the employee's salary prior to the reclassification is not more than the last step of the new classification; or
2. Frozen at the present dollar amount until such time as the last step of the new classification equals or surpasses the frozen amount.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION A: Three Phase Hiring Process

Each year SPS and the SEA agree to staffing processes for classified staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Notify classified employees of reduction in force (RIF) by the end of April.

The classified staffing process will include the following Phases:

Phase I:

(Site-Based Selection Process)

1. Positions will be advertised for current employees in regular positions who have been retained or displaced for the following year including those requesting option transfers.
2. An eligible applicant may only apply for a position with the same work year, FTE and verified job title as they currently holds; an applicant may apply for a position with a shorter work year or lesser FTE than they currently holds. Employees may not increase their FTE or length of work year during Phase I.
3. Vacancies generated by Phase I hiring will be posted in Phase II.
4. At the request of the hiring team, qualified substitutes may be interviewed in Phase I.

Phase II:

(Placement of Employees Covered Under Section 504 of the Rehabilitation Act of 1973 and other Displaced Staff).

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodation. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodations and will be aligned with the details of the approved 504 accommodation.

In Phase II all remaining vacant positions will be advertised for 504 displaced staff only and they will receive priority for remaining positions beginning with the Job Fair. Remaining vacant positions will be

ARTICLE VI: VACANCY, HIRING AND TRANSFER

advertised for displaced only (504 will have priority over other displaced). Human Resources will host a Job Fair where principals with vacant positions will meet with the 504 displaced to share information to prepare for in-person staffing.

1. In June, HR will host in-person staffing where remaining displaced employees will select a position in descending seniority order beginning with 504, then regular displaced, for the following school year.
2. At in-person staffing, displaced employees may select positions in one of their verified job titles at the same pay level or below, regardless of FTE.
3. A displaced employee may opt not to select a position until the employee is least senior, if there is an available position in one of their verified job titles, they shall be assigned to that position regardless of FTE.
4. Prior to Phase III (Open Hiring) described below, HR will recall laid-off employees to vacant positions for which they hold the verified job title, provided no displaced employee with the verified job title remains.

Phase III:

Positions where there are no displaced or laid off classified employees will be identified for advertising and vacancies will be open to all applicants, internal and external.

SECTION B: General Description of the Vacancy, Hiring and Transfer Processes

Article VI Section B is a general explanation and, as such, is not grievable. The following description applies both to the Spring Staffing Process for vacancies that occur for the following school year and to vacancies that occur during the school year:

1. Potential vacancies are identified by principals/program managers.
2. Once a potential vacancy is identified, the principal/program manager completes a Personnel Change Request (PCR).
3. After a vacancy has been approved as valid, it is sent to HR for action.
4. Employment Services generally acts on vacancies in the following order:
 - a. Some period of advertising positions for staff with correct job titles to apply.
 - b. Placing those with return rights (during the work year).
 - c. Placing those with 504 accommodation needs.
 - d. Placing those with return rights and displaced employees (including those from Option Transfer) using the classified three Phase Hiring Process.
 - e. Laid-off employees are recalled and placed during the three Phase Hiring Process.
 - f. Any remaining vacancies are advertised and open to voluntary transfer.
 - g. Any remaining vacancies are available to inside and outside-SPS applicants.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

Administrative Transfers are placed as the need arises.

The provisions of this Article and Article VII describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION C: Vacancies

1. The SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. All vacancies in regular classified positions covered by this Agreement will be advertised. Excluded from this process are vacant positions subject to the provisions of Articles VII. Section F Layoff, VII.G Exemption Process, VII.I Placement of Displaced Staff, and VII.J Reemployment of Laid Off Employees.
3. Principals/program managers shall file a Position Change Request (PCR) upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position for any reason, including to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable reasons shall be approved by the District-level administrator. Delays for unnecessary or avoidable reasons shall be disapproved by the District-level administrator.

SECTION D: Career Ladder Promotions

It shall be a goal of the SPS to provide members of the bargaining unit with the opportunity to advance to more responsible positions, subject to the limitations of Article VI Sections E, F and G below: regarding Transfers.

1. A career ladder shall exist within the bargaining unit and related classified staff employment categories that shall provide preferential consideration for those who have at least a strong overall rating on their most recent performance evaluation and have appropriate training and experience for a more responsible position.
2. Upon completion of formal training requirements for a particular position, an employee who has demonstrated quality performance over a period of time shall receive priority consideration for promotion.
3. The SPS and the SEA recognize the need for career development opportunities for employees to improve their abilities and skills and to advance to more responsible positions.
4. An employee who transitions from classified to certificated non-supervisory work will be credited with seniority for displacement and lay-off/recall purposes equal to their years of accrued SPS classified seniority in January of the first year of certificated non-supervisory work.

SECTION E: Voluntary Transfers

1. The basic consideration in the assignment of employees in the SPS is the well-being of students, continuity, and specific needs of SPS programs. The appropriateness of the assignment will have a significant impact on the morale of employees and the effectiveness of the total educational program. Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action

ARTICLE VI: VACANCY, HIRING AND TRANSFER

goals of the SPS shall have consideration in placement and transfer of employees.

2. Employees who are on formal performance improvement plans (PIP) or probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate Executive Director of Schools. The SPS will notify the SEA of any transfers proposed for employees that are on probation.
3. Voluntary transfers which involve no increase in SP Salary Schedule level, hours and/or work year shall be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There shall be no one-semester time limit on transfers which involve an increase in SP Salary Schedule level, hours and/or work year. Employees with return rights to previously held positions are not required to remain in a placement for one semester if the opportunity to return to the previously held position arises. The provisions of this Section shall not apply to employees serving in an assignment due to involuntary transfer.
4. Application Procedure for Voluntary Transfer to Vacant Positions
 - a. To be considered an applicant for specific advertised position vacancies, eligible employees, as described in Article VI Section C.2 above, shall consult the SPS Employment website for application information.
 - b. Employment Services shall determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services shall notify the principal/program manager of the vacant position of those applicants to be interviewed within five (5) working days of the closing date of the advertised position. Applicants who do not receive an invitation to be interviewed should assume they will not be interviewed.
 - c. If the interview is scheduled during the employee's workday, that interview will be without loss of pay to the employee. The employee will minimize travel time to and from the interview. Substitutes will not be provided.
5. Selection Procedures
 - a. Referral Process: Employment Services shall refer the six (6) most senior applicants who meet the minimum qualifications as written on the job announcement, to the appropriate administrator for an interview, provided that:

If fewer than six (6) applicants, who are regular employees, meet the minimum qualifications for the position, Employment Services shall refer those additional applicants to a total of six (6) who most strongly exhibit the minimum and desired qualifications. In the event that an applicant is a substitute who has served as a SPS substitute for a minimum of six (6) months or 160 hours, whichever is less, and has equal or greater qualifications (minimum and desired), the substitute will receive priority consideration over outside-SPS applicants for inclusion in the list of six (6).
 - b. Classified Screening Process:
 - 1) Salary Schedule SP 15, 16, 17, 18, and 19 Positions

Employment Services shall refer six (6) applicants who meet the minimum qualifications for SP 15, 16, 17, 18 and 19 positions as written on the job announcement. The pool of six (6) qualified applicants shall be made up of the following, in priority order: 1) Current FTE employees; 2) Current SPS Substitutes;

ARTICLE VI: VACANCY, HIRING AND TRANSFER

and 3) Non-SPS applicants. If there are not enough FTE applicants, substitutes, or non-SPS applicants, fewer than six (6) applicants may be interviewed.

2) Salary Schedule SP 20, 21, 22 and 23 Positions

Only current FTE bargaining unit employees may apply for SP 20, 21, 22 and 23 level positions. Employment Services shall screen all applications and refer those applicants who meet the qualifications to the building interview committee. The building interview committee shall interview the top three (3) senior qualified applicants, and it shall select three (3) additional qualified applicants from the pool supplied to it by Employment Services. If there are fewer than six (6) applicants, fewer applicants may be interviewed.

3) The make up of the selection committee will be as follows:

- a) Two (2) building staff, selected by SEA-represented employees. At least one (1) shall be a classified employee.
- b) The principal/program manager shall normally be a member of the committee and shall designate one (1) additional person. In the event the principal/program manager is unable to serve, they shall designate another person to serve in their behalf.
- c) Each building shall vote to determine if there will be participation by the site council or PTSA. In the event that the building decides to involve either the site council or PTSA, then they shall have one (1) PTSA or site council member on the committee. If the building decides not to include the site council or PTSA, then the committee shall be made up of the two (2) members designated by the SEA and the principal/program manager and their designee.

4) The selection committee shall participate in a joint SEA/SPS interview training program (no less than one hour) relating to legal and procedural issues in employee selection.

5) The selection committee shall interview the candidates. The committee shall select a candidate and submit their recommendation to Employment Services which will make the offer of employment.

6) The selection committee shall attempt to reach consensus, but in the event consensus cannot be reached, the decision will be made by majority. The committee shall have full authority to select any of the six (6) qualified applicants.

7) The screening process is a good faith effort to transfer responsibility to the buildings for the hiring of classified staff. Both sides are free to present suggested modifications for succeeding collective bargaining agreements.

c. The applicants interviewed and not selected in processes described in Sections 5.a. and b. above shall be notified by a representative from the interview team within five (5) working days of the action taken to fill the position.

d. Once a position has been advertised as a specific position vacancy, the SPS shall not fill such a position with an administrative transfer.

6. Option Transfer (Voluntary Displacement)

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- a. An option transfer request is submitted when employees, who have an overall performance evaluation rating of satisfactory or better, wish to vacate their current positions and voluntarily displace themselves during spring staffing for vacancies which become available for the subsequent work year. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.
- b. An option transfer request is submitted during the spring staffing process.
- c. Staff selecting option transfer will be placed in new positions using the same process used to place displaced employees described in Article VII Section I.

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:
 - a. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - b. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and their effectiveness in the total educational program.
 - c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - d. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Human Resource Administrative Decision:
 - a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Article VI Section F.1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of an HR administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, the employee will remain in the original assignment until a position is available.

SECTION G: Academic Summer Semester

First priority for hiring to the regular academic summer semester shall be given to qualified applicants who

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did not work in the regular academic summer semester during the preceding summer.

SECTION H: Assignment and Letters of Employment

1. New and voluntarily transferred employees assigned to a position must work in the assignment designated on the PCR for a minimum of one semester, unless selected for a promotional position. Exceptions will be made only for necessary program changes and must be approved/disapproved by the District-level administrator.
2. Each new employee shall receive a job description and a form providing the following information:
 - a. Employee's name;
 - b. Job Title;
 - c. Salary placement on the SAEOP and Paraprofessional Employees Salary Schedules (Appendices);
 - d. Authorized work year;
 - e. Number of hours authorized per day; and,
 - f. Work location.

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ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION A: General Description of the Staff Adjustment, Displacement, Layoff and Recall Processes

The following is a general explanation and, as such, is not grievable. Article VII Section B is a general description of staff adjustments (including displacement, layoff and recall) that are either a result of the Spring Staffing Process or a large reduction in funding.

1. Employees are notified of their seniority and verified job titles.
2. Principals and program managers identify positions that are funded and not funded for the ensuing year.
3. SPS identifies the number of people in each job title that will be retained and laid off.
4. Criteria to exempt specific employees from layoff are applied.
5. Employment Services notifies employees of their employment status (retained, displaced, or laid off) prior to the end of the school year.
6. Displaced employees are placed in vacancies before laid-off employees are recalled.
7. Laid-off employees are recalled before inside- or outside-SPS applicants are considered for vacancies.

The provisions of Article VI and this Article describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION B: General Provisions

1. The SPS will develop job groups and determine which job titles will make up each job group. Job groups will be based upon broad, common characteristics such as similarity of duties, training, and minimum qualifications. Any additions, deletions or other changes to the job groups will be done by the SPS after consultation with the SEA.
2. Job groups for the bargaining unit shall be as follows:
 - a. Program Support Paraprofessionals
 - b. Instructional Paraprofessionals
3. Each employee will be notified annually of the Job Group they hold and all of the job titles that are in their Job Group. Each employee will select job titles within their Job Group for which they meet minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based first on verified job title(s), second on FTE, and third on length of the most recent work year.

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SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
2. Former employees who return to SPS employment are entitled to seniority previously earned.
3. Each employee will be retained by seniority order in their current job title.
4. Seniority for a laid-off employee who is rehired by December 1 of the first year after being laid off shall be calculated as if the employee had not been laid off.

SECTION D: Staff Adjustments and Displacements

1. Principals, program managers and other administrators shall make recommendations for staffing consistent with program requirements and services based on financial resources available.
2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.
3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE, but less than 1.0 FTE may choose between the following options:
 - a. Remain in their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
4. An employee whose position is reduced to .5 FTE may choose between the following options:
 - a. Remain in the present position .5 FTE and be displaced for the remainder of their FTE. If this option is chosen, they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make him-/herself whole).
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
5. Principal/Program Manager Recommendations

Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:

 - a. Positions funded for the next work year will be identified.

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- b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as “displaced.”
- c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

SECTION E: Program Movement or Closure

1. Employees associated with a program that moves from one work site to another are assumed to move with the program. An employee who prefers to stay at the original site may do so, if there is a vacancy for which they are qualified. An employee who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will either
 - a. displace a less senior employee in the job title at the site, or
 - b. be displaced
2. If a program is terminated and then reinstated within two (2) school years, employees who were in that program shall have first priority for the vacancies in the job title they held when the program was terminated.
3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

SECTION F: Layoff

1. Adverse developments which can necessitate substantial layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
2. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing shall give priority to those programs and services which relate to instruction and welfare of students.
3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.
4. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.
5. Layoff Criteria

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- a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.
 - b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
 - c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off.
6. Layoff Procedures
- a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
 - b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
 - c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
 - d. All employees will be listed by SPS seniority within current job title.
 - e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
 - f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.
 - 4) Employees initially placed in the unassigned pool shall have the same return_rights as displaced employees as outlined in Article VII Section 1.3 below.

SECTION G: Exemption Process

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1. The SPS may take action on principal/program manager recommendations for exemptions to lay off using the following two (2) specific criteria:
 - a. Critical program and/or organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.
 - b. Special and unique skills and expertise: unique expertise or training in a critical instructional area as demonstrated by training, specific experience and education.
2. The SPS shall notify the SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: the exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

SECTION H: Notification of Employment Status

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

SECTION I: Placement of Displaced Staff

Staff Placement Guidelines:

1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.
2. If the least senior displaced unassigned employee does not select a position for which they are qualified, they shall be assigned by the last week of August to any open position within their current verified job titles and SP Salary Schedule level or below, based upon their seniority and qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, they shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming the employees refusal to accept an assignment
 - a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at their current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to qualify

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for the position; or,

- 2) Sign a waiver form and be placed on the recall list.
- b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at their current salary level, until a position becomes available within their current SP Salary Schedule level or below, at which time they will be assigned in accordance with Article VII Sections I.2.a and VII I.3. a. and b.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
- 1) Job title for which the employee was retained;
 - 2) Job title on employee's job title verification sheet;
 - 3) Job title for which an employee is qualified but is not listed on verification sheet;
 - 4) Job title employee could qualify for as per Substitute Office evaluation.
- d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
- e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
- f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.
3. Return Rights
- a. Return to a comparable position: Based upon their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall be extended for a second year.
 - b. Return to the building: Subsequent to the filling of vacancies under Article VII Section I.3. a. above, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by

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submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.

- 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.

4. Filling Remaining Vacancies

Subject to Article VII Section J.4. below, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Article VI Section E.

SECTION J: Reemployment of Laid Off Employees (Recall)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only and shall have no impact on displacement or lay off for which the employee has already been notified.
2. Employment Services shall identify positions to which to recall laid off employees consistent with Article VI Section C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed their prior service with the SPS shall be utilized in determining their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII.J.2.b above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.
6. Accumulated seniority and sick leave are retained for those reemployed following layoff due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.

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7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

SECTION A: Short-Term Compensated and Uncompensated Leaves

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave

- a. At the beginning of each school year, each employee shall be credited with an advance Sick Leave allowance equal to one (1) day per month of the employee's work calendar, as outlined in Appendix J. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
- b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
- c. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.400.300 and the rules and regulations of the Superintendent of Public Instruction under that law. Employees may accrue sick leave in accordance with state law. Classified employees may accrue up to the number of contract days that they work in a school year. For example: a classified employee who works a 203-day work year can accrue up to 203 days of sick leave for use as sick leave.
- d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay; or 2) to use their sick or personal leave.
- e. Sick Leave may, be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for their return to work as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, their position will be held for their return for the period of time covered by the FMLA or until the end of the twenty-five (25) day grace period whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition to Human Resources.

f. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once approved, these days can be used flexibly, upon approval and pre-arrangement with principal/supervisor.

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- g. In order to support employees with parental leave requirements related to the birth or placement of a child with the employee subsequent to the period of disability, employees are eligible to apply their accrued sick and personal leave to remain in paid status during and up to 16 weeks of leave time qualifying for federal family and medical leave and state parental leave. In cases where employees' accrued leave balances are depleted to 40 hours of sick and vacation leave, employees are eligible to apply for shared leave during the 16 weeks of leave time qualifying for federal family and medical leave pursuant to District Shared Leave Guidelines. Employees may also apply for Washington State parental leave insurance and wages pursuant to Substitute Senate Bill 5975 after January 2020, if qualified for eligibility as set forth in the law. Contact Human Resources for information on District State provided benefits and for the leave application for the parental leave benefits.
 - h. For the purposes of the Family Medical Leave Act (FMLA), the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require the employee to provide medical verification before the leave is approved.
 - i. The supervisor may request a conference with the employee if they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.
 - j. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - k. Upon return from extended sick leave or FLMA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.
2. Personal Leave: Personal Leave, accrued as outlined in Appendix J, shall be available to employees for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of accrued sick leave may be used as personal leave days, providing a total of four (4) personal leave days and come from the employee's days of sick leave. See Appendix J. These days can be used for purposes of religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Unused Personal Leave may be converted and added to the employee's sick leave accrual at the end of the fiscal year as outlined in Appendix J.
3. The procedures for obtaining Sick or Personal Leave are as follows:
- a. An employee who anticipates the necessity for taking a short-term leave shall notify their building principal/supervisor at least three (3) working days before taking the leave.
 - b. In cases of personal emergency or personal illness, when it is not possible to give three (3) days notice, the employee shall notify their building principal/supervisor as soon as possible.
 - c. The employee must make proper arrangement for a substitute, if they work in a position for which a pool of substitutes exists.

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- d. The employee must keep the building principal/supervisor informed about the expected duration of their leave and their expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their building principal/supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment, unless a written medical reason is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two (2) days.
4. Sick Leave Buy Back Shall Be Administered In Accordance With State Law.
- a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.
 - b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back program is contingent upon maintenance of the authorization provided in RCW 28a.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation
- Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing regular duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. Such injuries or occupational illness occurring as a result of the employee performing regular services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated leaves to bring total

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compensation to 100% of pre-disability until the leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which document a medical condition which prevents the employee from performing any regular duties.
 - c. The employee shall return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.
- a. Bereavement Leave shall be granted with full pay during the work year.
 - b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
 - c. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
8. Attendance at the Legislature
- Upon specific request of a Washington State Legislative committee and their professional organization which is sent to Employment Services, and approval of the request by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and the employee or the organization represents pays for the substitute's salary.
9. Jury Service: Employees may serve as jurors in accordance with State and Federal laws.
- a. Arrangements for the necessary temporary leave shall be made in writing to the immediate supervisor.
 - b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the SPS upon receipt.

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- c. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.
10. **Mandatory Court or Subpoenaed Appearances:** To the extent possible, all leaves under Article VIII A.10 shall be scheduled outside of the school year. Upon request to the principal/supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
 - a. When the employee's appearance is essential to, or on behalf of, SPS interests, leave shall be with full pay. To the extent possible, all leaves under Article VIII Section A.10 shall be scheduled outside of the work year.
 - b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
 - c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of their substitute.
 - d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.
11. **Adoption Leave:**

Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.
12. Salary deductions for absences for all other causes not covered by the above conditions or in cases when the compensation benefits have been exhausted shall be at the daily rate of the employee's salary.

SECTION B: Long-Term Uncompensated Leaves

1. Health Leave

Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and rights afforded under the Family Medical Leave Act (FMLA).

- a. An employee who is unable to perform their duties because of medical disability shall be eligible for, upon their request and physician's verification, a leave without pay for the duration of disability up to one (1) year.
- b. Employees who are out of their assignments for health reasons or who use ten (10) consecutive days of sick leave must submit a written leave application To Human Resources at that time. Approval will be granted if the employee has provided medical certification that they are unable to perform the essential functions of their job, and has

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signed a medical release that allows SPS to communicate with their medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for Health Leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.

- c. In the event a second year of health leave is necessary, an employee may apply for an additional year of Health Leave upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS appointed medical officer.
 - d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two (2) years will not be approved by Human Resources. In the event an employee has been on leave for more than two years (2) they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.
 - e. Employees using Unpaid Health Leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
 - f. An employee who has been released by their medical provider to return from health leave on a part time basis may apply for a partial leave of absence, subject to the approval of their principal/supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on fulltime leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full-time leave.
 - g. Seniority is retained but not accumulated while on Leave. No increment credit is allowed for the time when an employee is on Health Leave.
 - h. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to taking Health Leave will be returned with the same status upon completion of the Health Leave.
2. Child Care Leave
- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year, and shall be exclusive of rights under FMLA for the period of physical disability (childbearing leave.) Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.
 - b. An employee requesting to return from Child Care Leave must submit a written request to

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Human Resources:

- 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. Male and female employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay
- a. Human Resources may grant other long-term leaves without pay to those employees who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's FTE. Exceptions to the one (1) year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities serving in public office, study or travel, professional experience or other purposes approved by Human Resources.
 - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within twenty (20) work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March, of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm their return will be considered a resignation from employment from the SPS.
 - g. Long term leave without pay will not be granted to any employee who is on a plan of improvement, on probation or currently subject to disciplinary action.
4. Placement Upon Return from Leave
- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.

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- b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.
 - c. In the event an employee has been on leave for more than two (2) years, they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.
 - d. Accumulated sick leave will be restored upon return from leave.
 - e. An employee seeking election to public office shall take a leave of absence without pay for the time their campaign duties interfere with the orderly performance of their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, they shall resign from the District or apply for a temporary leave of absence without pay from the SPS.
5. **Military Leave and Service Credit:** Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Military training duty up to fifteen (15) calendar days leave per year or by law will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return date.

SECTION C: Inclement Weather Conditions

- 1. If severe weather conditions make it necessary for the SPS to declare schools closed for one (1) or more days, twelve (12) month employees may use accrued personal leave, accumulated vacation time, or be permitted to make up the time lost per arrangement with their supervisors.

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2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the SPS has not declared schools closed, the following shall apply:
 - a. Employees, including those assigned to school buildings, may use accrued personal leave, accumulated vacation days (twelve-month employees), or be permitted to make up time lost per arrangement with their supervisors.
 - b. Employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued personal leave, accumulated vacation time, or be permitted to make up time lost per arrangement with their supervisor.
3. Regular school-year employees are not required to report to work when their buildings are closed but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.
4. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
5. After a decision has been made to close a building for the remainder of the day, the principal/program manager or their designee shall inform the employees.
6. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
7. Principals/program managers will initially request volunteers to meet the operational needs of the building before requiring employees to remain. Employees will be paid at their per diem rate of pay if they are required to remain on site after the workday to supervise students.
8. Any paid leave (such as personal or sick leave) requested for days which are normally worked but fall on days that the work site is not open due to inclement weather shall not be charged to the employee.
9. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students with no loss of paid hours. With no loss of paid time, Stanford employees may delay the start of their work day the amount of time called for by the weather delay. Stanford employees will notify their supervisor that they will be arriving late.

SECTION D: Leaves for Association Activities

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.56 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.
2. Leave Provisions for Officers
 - a. The president and executive vice-president of the SEA shall be provided leave for the school year for which they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.

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- b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
 - c. Bargaining unit employees who were or are elected to serve as an officer of the SEA in a full time or regular part time position shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request such leave of absence on the behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations, contingent upon being fully reimbursed by the SEA. Officers who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment adjustment for the time on leave, if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.
 3. Special Requests for Released Time
 - a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Executive Director of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
 - b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Executive Director of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.
 4. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.
 5. Conditions for Released Time

The officers of the SEA who have been provided leave pursuant to Chapter 41.56 RCW shall resume duties with the SPS at the conclusion of the term of office, unless reelected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. The SPS agrees to maintain accumulated sick/personal leave, retirement, and seniority rights for the officers during the period of the leave.

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- 6. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

SECTION E: Vacations

- 1. Those employees on a regular monthly salary but who work only during the school year 200, 203, 222-day schedule) are allotted ten (10) days of paid vacation which are to be taken during the Winter and Spring vacations.
- 2. Employees on a twelve (12) month work schedule should use the entry or anniversary date of employment to determine years of service and compute the number of vacation days. Entry date is the first day in a permanent position; substitute time and part-time less than half-time is not included. Full-year employees are entitled to annual vacation time as follows:

<u>Years of Service</u>	<u>Vacation (Days per year)</u>
0 – 4	13 working days
5 – 11	18 working days
12 – 13	19 working days
14 – 15	20 working days
16 – 17	21 working days
18 – 19	22 working days
20 – 21	23 working days
22 – 23	24 working days
24 – 25	25 working days
26 – 27	26 working days
28 – 29	27 working days
30 or more years	28 working days

- a. Employees who leave the SPS will receive compensation for days of earned vacation due them using the decimal system. Beginning with four (4) years and one (1) month of service, the decimal will change from .835 to 1.250 to arrive at earned vacation of fifteen (15) days at the fifth (5th) year anniversary. If an employee terminates at four (4) years and six (6) months, payroll will adjust the paid vacation to 6 x .835 rather than the 1.250 that appears on the warrant. Vacation is awarded with the expectation of filling the year of service. An employee on a ten (10) day vacation schedule who terminated after three (3) months will receive vacation compensation at 3 x .835 days of earned vacation. No employee or their estate shall receive reimbursement for more than thirty (30) vacation days at time of termination, less the number of vacation days, if any, cashed out upon a termination during the prior two (2) years. Any balance over thirty (30) days may be applied to scheduled vacation prior to termination.
- b. Vacation shall be scheduled in advance with the immediate supervisor. Where an employee has first exhausted all available sick leave, the equivalent of up to three workdays of vacation (not to exceed 24 hours), prorated based on FTE, may be used each year to cover sick leave. Sick leave procedures, as defined in Article VIII, Section A, Part 3 would still apply to use of sick leave hours for vacation leave hours.

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

- c. The maximum annual leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost, unless the employee, with the approval of their supervisor has submitted for the approval of the Executive Director of Human Resources by June 16 of that year, a plan which will eliminate such excess days within three (3) years of the date of submission of the plan.
 - d. Employees with a balance of two-hundred forty hours (240) of annual leave or more, on August first of any year, can cash out up to three (3) days of vacation at the end of the same school year.
3. A school-year employee who transfers to a position with a twelve (12) month work schedule shall receive credit on the twelve (12) month employee vacation schedule for each completed school year served with pro rata adjustment for the first year.

SECTION F: Holidays:

Employees who are scheduled to work a 260-work year are entitled to twelve (12) paid holidays annually:

- | | |
|------------------------|------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Memorial Day |

Employees who are scheduled to work a 200, 203 and 222, work year are entitled to ten (10) paid holidays listed above if they fall within the work year:

- | | |
|------------------------|------------------------|
| Veteran's Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Martin Luther King Day |
| Christmas Eve Day | President's Day |
| Christmas Day | Memorial Day |

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

1. The Salary Schedules shall be comprised of the salary, step and grade of for each job title in the bargaining unit. There shall be a separate salary schedule for each specific work year (260-day, 223-day, 222-day, 204-day, 203-day and 200 day) and classified substitutes. The SAEOP and Paraprofessional Employees' (SP) Salary Schedules are found in the Appendices.

2. Salary Calculation

For 2018-2019, salaries shall be increased by 10.5 percent. The Classified Substitute rate will be increased by the same percentage.

3. Increments

Increments shall be granted to all eligible employees, subject to the following conditions:

- a. Eligible employees are defined as those who have completed at least three (3) consecutive months of uninterrupted regular District employment prior to September 1 of each year.
- b. 260-day employees must be permanently employed by the District on or before June 1 of the preceding academic year in order to be eligible for an increment.
- c. Employees who have a work year of less than 260 days must be permanently employed by the District on or before April 1 of the preceding academic year in order to be eligible for an increment.

4. Provisions for Summer Semester Salaries

- a. Positions in the summer semester programs shall be established through the classification procedures of Employment Services.
- b. Employees in the summer semester programs will be paid within the classification level (range) for the position they hold in the summer semester program. Step placement for such employees shall be as follows:
 - 1) A regular semester year employee who works in a summer semester program shall be compensated at the same step placement they held at the end of the school year immediately past.
 - 2) A new employee, including any summer semester employee who worked as a substitute/hourly employee during the school year immediately past, who works in a summer semester program shall be compensated at the first step within the classification level for the summer semester position.
- c. Compensation for summer semester employment shall be in accordance with the salary schedule in effect at the end of the school year immediately past.

SECTION B: Group Insurance Provisions

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
- b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
- c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
- d. Employees who arrange and are approved for a job share will receive pro rata benefits.
- e. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.

2. Pooling

It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for classified employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

- a. The SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
- b. Any unutilized portion of the Group Insurance Fund Pool for classified employees of the SPS shall be computed annually by the SPS based on the December 1 payroll, with adjustments made for projected changes in classified employees' participation in group insurance programs.
- c. Figures used by the SPS to compute the annual cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
- d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of December 1 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning January 1 through August 31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION C: Payroll Deductions

1. It shall be an exclusive right of employees who are members of the Association and who are covered by this Agreement pursuant to Article I, Section B of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Association an assignment authorizing payroll deduction of membership dues and/or fees to the Association and to State and National organizations with which it is affiliated. Such authorization shall then be submitted to the District Payroll Services by the Association. The District Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than thirty (30) days after the submission of the authorization by the Association to the District Payroll

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

Services. This authorization may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the Association to the District Payroll Services for use with new employees who join the staff during the year.

2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless such authorization is revoked-by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction.
 - a. The SEA authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.
 - b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the State and National organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of State or National professional organization dues and/or fees.
4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
6. Employees who are members of the School Employees Credit Union of Washington or similar financial institutions may authorize payroll deduction by presenting an authorization for such deduction.
7. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article IX, C, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION D: Travel Allowance/Travel Time

1. An employee who is authorized to use their personal vehicle on District business shall be compensated at the rate which is the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor or by the principal at the building level in accordance with the budget and the

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

established rules, regulations and procedures of the District.

2. Employees authorized to utilize their personal vehicle on District business shall carry insurance in accordance with Washington State law. No staff member will be required to transport students in their personal vehicle.
3. Employees assigned to two (2) or more buildings shall be granted at least one-half (1/2) hour travel time to go from one building assignment to another.

SECTION E: Tax Sheltered Annuities

The District shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION F: Provisions for Salaries

1. Each employee shall receive their salary in monthly installments on the first school business day of each month. During the months of July and August, salary warrants for an employee with a fully prorated salary shall be mailed to their home address or to a designated bank at the employee's request no later than the first school business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the district will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty day of September, 2015.

2. For individuals hired after the beginning of the work year, the corrected salary shall be paid pro rata for the remaining payments for that work year.
3. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of their right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article X Grievance Procedure.
4. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain employees in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

SECTION G: Substitute Provisions

1. Classified Substitutes
 - a. Employees should notify their school/office of intended absence as soon as possible.
 - b. If a substitute is authorized for that position, the school or office, upon being informed of the absence, shall notify Employment Services and request a substitute.
 - c. Upon request at the building level, a substitute may be provided by the SPS for instructional assistants who are absent from their places of assignment. Such substitutes

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

will be provided on the basis of availability of funds and qualified personnel. Special efforts will be made whenever possible to provide substitutes for bus supervisors on the first day of absence. Requests for substitutes for bus supervisors should be directed to the Transportation Office or to the School Community Liaison Office as appropriate.

- d. A classified substitute who has served for at least six (6) months or worked a minimum of 160 hours, whichever is less, will be given appropriate consideration for open positions over out-of-District applicants. Consideration means that the most qualified substitute applicant will be forwarded to the hiring team prior to any outside candidate. If there are four or less internal applicants for the position, the two most qualified substitute applicants will be given an interview. Except for career ladder positions, an administrator may also determine that the person working in the long-term position has been successfully executing the job functions of the position and can interview for the position if minimum qualifications have been met. A substitute with fewer than six (6) months or 160 hours as a substitute may apply for positions open to out-of-District applicants but will not warrant special consideration
- e. After forty-five (45) consecutive days in the same assignment, or continuous assignments in one building, classified substitutes shall, be eligible for health care, retirement, and regular assignment pay. Eligibility shall be for a minimum of three (3) months or longer if they continue in that assignment(s) after the forty-fifth (45th) work day. The classified substitute will continue to receive health benefits through the end of the budget year if they continue working in the same assignment through the end of the work year.
- f. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
- g. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 hours for the previous year.
- h. A 1:1 assignment of a paraprofessional to a student will be considered continuous regardless of any change in school or location that may occur, as long as the paraprofessional stays in the same assignment with the same student.
- i. A continuous assignment can either be a single assignment or multiple assignments in the same school.
- j. Medical insurance eligibility: when the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least ninety (90) days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

2. Assignments:
 - a. Only the District Substitute Service is authorized to make initial assignments.
 - b. Classified substitutes are released automatically at the end of the workday unless otherwise specified when the initial dispatch is made. If the service of the substitute is needed for an additional day(s), the building/program secretary will inform the substitute as well as the Substitute Service of the retention.
 - c. The District shall not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.
 - d. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District shall not use a classified substitute in lieu of regular classified personnel for more than forty (40) working days after a PCR is approved.
3. Request for a Specific Substitute:
 - a. The District will advise employees in writing of the procedure(s) for requesting substitutes.
 - b. A request for a specific substitute made by a regular full-time or part-time employee shall be honored, if possible, provided that:
 - 1) The name of the substitute requested is listed on the substitute roster, is qualified for the assignment, and is available; and,
 - 2) The Substitute Service dispatcher receives the request by telephone or in writing no later than 7:00 p.m. the day preceding the absence of the regular employee. The Substitute Service will make a reasonable effort to honor requests received after 7:00 p.m.
4. Unavailability: A classified substitute who will be unavailable for more than one (1) calendar week or five (5) consecutive working days should indicate the dates they are unavailable in the AESOP Substitute System.
5. Rate of Pay:
 - a. Substitute rates of pay are contained in Appendix A-8. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, they shall have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay provided, however, the employee will report for work within a reasonable time frame.
 - c. One (1) missed day within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
 - d. Should a substitute be removed from, and then returned to, a specific assignment such that

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.

6. General Information:

- a. The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion.
- b. When a substitute is hired as a regular District employee into the position in which they have been serving as a substitute, the time served as a substitute in that position shall be counted in their seniority.
- c. A substitute may not be barred from a building/program unless the action is documented and gone through a disciplinary investigation as outlined in Article III and using the SEA/SPS jointly developed incident report form; and/or if the substitute has received an unsatisfactory evaluation using the evaluation found in Appendix I. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.
- d. A substitute working in a long-term position of more than sixty (60) days will be evaluated using the substitute evaluation found in Appendix I, at least once, by the site administrator, if requested.
- e. A substitute serving in one (1) single assignment for more than sixty (60) days, for someone on leave, shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment.
- f. Substitutes working in long term substitute positions may, with the approval of the administrator, take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C, 2. c.

7. Substitute Unavailability Funds

- a. The SPS shall transfer to the school/program/office budget a sum equal to the appropriate daily substitute rate of pay for each occurrence during the school year when an SEA-represented substitute is requested using the normal process, but no substitute is available for the assignment, except when a substitute is called to cover for workshop attendance or other SPS initiated activities. The transfer of funds to schools/programs/offices will take place no later than two (2) months following the end of each quarter.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- b. Each school/program/office will have an emergency substitute plan in place that equitably distributes the responsibility for covering assignments when an SEA-represented substitute is not available.
- c. Each work year at the school/program/office level, employees in each SEA-represented bargaining unit will determine how to utilize the funds that are generated when they are impacted by substitute unavailability. Employees may decide on a policy to reimburse themselves for additional responsibilities when they are impacted by substitute unavailability, or they may determine another use for the funds.
- d. If employees decide on a reimbursement policy:
 - 1) The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.
 - 2) The total amount available for reimbursement when a classified employee is impacted by the unavailability of a certificated substitute is \$5 less than the daily certificated substitute rate.
 - 3) The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.
 - 4) The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.
 - 5) The reimbursement structure will be based on an equal division of pay among those impacted, and not on the pay rates or employment status of those impacted.
 - 6) The impacted employee must keep a record of the time(s) they are impacted by SEA-represented substitute unavailability.
 - 7) The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.
- 8. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.

SECTION H: Bus Passes

Upon request, employees may purchase Orca Transit passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE X: GRIEVANCE PROCEDURE

ARTICLE X: GRIEVANCE PROCEDURE

SECTION A: Purpose

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: Definitions

As used in this grievance procedure:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of written SPS regulations, rules, resolutions or SPS practices, and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the District covered by this Agreement having a grievance or the Seattle Education Association.
3. "Association" means the Seattle Education Association.
4. "Day" means a calendar day.
5. "Working day" means a day on the school calendar excluding holidays and Winter and Spring Vacations.

SECTION C: Initial Grievance Provisions

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly.

1. To expedite resolutions, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate SPS administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed

ARTICLE X: GRIEVANCE PROCEDURE

closed. Grievances which are identified by mutual agreement of the grievant and the appropriate District administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: Procedures

1. Step 1: Informal Discussion

An employee shall first take up a complaint or problem with their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for such conference.

- a. The employee must notify the immediate administrative supervisor before the end of the informal discussion that the employee considers the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that they are expected to adhere to the grievance process as outlined below.
- b. The immediate administrative supervisor may make a determination during the informal discussion and communicate their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
- c. The immediate administrative supervisor may elect to provide their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.

2. Step 2:

If the grievant is dissatisfied with the outcome of the informal private discussion(s), they may, within ten (10) working days after receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations (or its successor) with a copy to the immediate administrative supervisor.

- a. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
- b. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
- c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the Association.

3. Step 3:

If the grievance is not adjusted to the satisfaction of the grievant under Step 2, the grievant may, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.

- a. The Department of Labor Relations will assign the grievance to an appropriate Central

ARTICLE X: GRIEVANCE PROCEDURE

Administrator for review and conference at Step 3.

- b. The formal conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.
 - c. A written response shall be mailed/given to the grievant by the designated Central Administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the Association.
4. Step 4, Arbitration:

If the grievance is not adjusted to the satisfaction of the grievant under Step 3 within sixty (60) days after the Association's receipt of the copy of the Step 3 response, the Association may, within that time constraint, submit the grievance to binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: Expedited Arbitration

Procedure: Upon mutual consent of the SEA Executive Director and the District's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing within twenty (20) days of their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: Powers of the Arbitrator

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: Expenses of Arbitration

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests, and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: Supplemental Conditions

ARTICLE X: GRIEVANCE PROCEDURE

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present their grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

ARTICLE XI: NO-STRIKE CLAUSE

ARTICLE XI: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding such a situation.

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Michael Tamayo, SEA Vice President
Carrie Alefajo
Vaughan Amare
Steven Alvarez
Matthew Baudhuin
Dazanne Davis-Porter
Davina Diaz
Maridith Dollente
Ann Dunbar
Kate Eads
Vallerie Fisher
Daniel Gross
Peter Henry
Len Hill
Carolyn Hostetler
Shelly Hurley
Gwendolyn Jimerson
Laura Lehni
Michael Melonson
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Stan Strasner
Dan Trinh
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

Leslie Harris, President
Rick Burke, Vice President
Jill Geary, Member at Large
Scott Pinkham
Eden Mack
Betty Patu
Zachary DeWolf

SPS Negotiating Team

Sheryl Anderson-Moore, Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Keisha Scarlett
Amy Schwentor
Cashel Toner
Katherine Virga

Superintendent of Schools

Denise Juneau

In witness whereof, the parties hereto have executed this Agreement
on this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

Phyllis Campano, President
Seattle Education Association

Denise Juneau
Superintendent, Seattle Public Schools

John Donaghy, Executive Director
Seattle Education Association

Clover Codd, Assistant Superintendent of
Human Resources, Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

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2018-2019
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PREAMBLE

<p style="text-align:center">COLLECTIVE BARGAINING AGREEMENT Between SEATTLE SCHOOL DISTRICT NO. 1 and SEATTLE EDUCATION ASSOCIATION SEATTLE ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS (SAEOP)</p> <p style="text-align:center">2018-2019</p>
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PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.

- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the SPS.

- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.

- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
 - 1. High expectations of and by students and adults
 - 2. High support from SEA and SPS
 - 3. High success for students and staff
 - 4. High trust in parents/guardians, students and staff
 - 5. High engagement of community and families
 - 6. High degree of openness
 - 7. High personalization to meet the unique needs of both students and staff

- E. To accomplish this, we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.

PREAMBLE

- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:
1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the SPS must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for SPS that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into the 1st day of September, 2018 by and between the Seattle Public Schools (aka Seattle School District No. 1), hereinafter called the "SPS," and the Seattle Education Association, hereinafter called the "SEA," representing the educational office professionals of the Seattle Public Schools defined in Article I, Section B.
2. The SPS and the SEA, as the exclusive representative of the educational office employees covered by this Agreement, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.56 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. The SPS recognizes the SEA to be the sole and exclusive bargaining agent for the educational office professionals in the bargaining unit and to be responsible for representing the interest of all such employees, pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, as amended.
2. Throughout the remainder of this Agreement, the employees covered hereunder will be referred to collectively as the "bargaining unit" and individually as "member" or as "employee."
3. The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. Substitute employees are included in the bargaining unit. Confidential employees as defined in RCW 41.56.030 and applicable WAC regulations and persons rendering voluntary, non-compensated service are excluded from the bargaining unit.
4. Casual/temporary employment shall not be used in lieu of filling a vacant represented position or to avoid creating a represented position. Casual/temporary employees shall not be used to fill vacant bargaining unit positions unless there are no qualified classified substitutes available. In the event that casual/temporary employees are used in lieu of classified substitutes represented by SEA, the SPS shall notify the SEA of such use.
5. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
6. Excluded from the bargaining unit are the confidential employees whose position titles are listed in Appendix C, in accordance with the definition of "confidential employee" in RCW 41.56.030 and applicable WAC regulations. The SPS shall periodically furnish the SEA with the names of such employees. Amendment of Appendix C shall be accomplished by following the same procedures set forth in this Section for amendment of Appendix B.
7. Whenever the SPS modifies the job title or the job description of any position listed in Appendix B, it shall furnish the text of such change to the SEA and Appendix B shall be considered as thereby amended to that extent. Should the SPS desire to delete a modified or discontinued job title from Appendix B, it shall so advise the SEA in writing giving the reasons. If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

Chapter 391-35 WAC.

8. Whenever the SPS creates a new job title and job description relating to office clerical work of the general type already included within the bargaining unit, it shall furnish the text of same to the SEA with a request that it be added to Appendix B provided:
 - a. The positions to be filled under such title are to be regular positions.
 - b. The positions to be filled are not confidential, as defined in Item 5 above.
 - c. The positions to be filled are not funded categorically under a program which has regulations either prohibiting such addition to the unit or which otherwise establish a separate community of interest among the employees to be added.

If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed inclusion or exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

- d. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit to areas of disagreement to PERC.

SECTION C: Application of Agreement

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to mutual agreement that it is necessary to utilize the provisions of Chapter 41.56 RCW. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
2. Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue for supporting such employee's jobs. If funding for specific programs should diminish during the course of the year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

1. The term of this Agreement shall be effective September 1, 2018 through August 31, 2019 provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this agreement.
2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.56 RCW.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION E: Renegotiation and Distribution of Agreement

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement except as otherwise provided in this Agreement. The parties recognize that the work of the Joint Evaluation Committee, implementation of the new Three Phase Hiring Process and the Review of classification and compensation may result in the need to negotiate modifications to this Agreement during its term.

2. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process.

The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.
- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
- h. Contractual Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.

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- i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.
3. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.
4. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or applications shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.56 RCW.
5. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, 2019, written notice of the intent shall be given to the other party no sooner than March, but no later than April of the calendar year 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.56 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2018-2019" shall be printed by the SEA after the Agreement has been ratified and signed, and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting online
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.

SECTION F: Contract Waivers

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.

1. The request must be for the purpose of implementing strategies for increasing academic achievement and tied to the building/program/s CSIP.
2. The request must include: (See Appendix M for SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA represented staff must vote to support the request.);

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

- c. Rationale for the waiver; specifically, how will the waiver assist in increasing academic achievement, how the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff will be mitigated or addressed;
- d. Duration of Waiver - Waiver Requests may be for up to three years. Schools must review the waiver each year, and if the SEA represented staff determines they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent of Human Resources;
- e. Costs (if applicable);
- f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other program/buildings,
- g. After the building has conducted its process, the Waivers Request forms must be signed by the SEA representative and the building principal.

The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month so the respective committees can process and make recommendations to their appropriate decision-making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent of Human Resources.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

The SEA and the SPS continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best effort to assure that the Committee reflects racial and ethnic diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. Convene monthly.
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student learning.
- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase equity and reduce disproportionality in an effort to align and coordinate initiatives.
- d. Identify human and financial resources that could support school-level and District-level initiatives.
- e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.

- f. Disproportionate discipline and the achievement and opportunity gap are present in every school, and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
 - g. Screen applications and select the schools for Racial Equity Teams by week 6 of the start of the school year, review the work of building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
 - h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
 - i. The District will set aside at least one-half day of a District contractual day for training related to racial equity each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
 - j. Ensure that ongoing training on implicit bias and Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
 - k. Review SPS progress on recruiting and retaining educators of color and make recommendations as appropriate.
 - l. Review the SPS Racial and Equity Analysis Tool and adapt as needed for use by BLT/PLTs.
2. The Leadership Committee
- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.
 - b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.
 - c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments; state as well

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as common district assessments; AP and IB course completion rates; length of time attending SPS, and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.

3. The Labor-Management Committee
 - a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
 - b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of Human Resources, including the Labor Relations Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Director of Labor Relations will determine the agenda for these meetings.
4. Building Leadership Teams/Program Leadership Teams
 - a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Team and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.
 - b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.
 - 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Executive Director of Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
 - c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic

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achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:

- 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students. For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.
 - 2) A school-wide/program-wide professional development plan to support the CSIP/plan.
 - 3) The school/program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
- e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
- f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedure Manuals.
- g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/Programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
- h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
- i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives

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as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.

- j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
 - k. When a staff, following the school/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) working days from the date that the issues are initially raised.
5. Building Racial Equity Teams/Program Racial Equity Teams
- a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend, 10 additional teams will be added in 2018-2019.
 - b. The Racial Equity Team will consist of at least:
 - 1) A building administrator/program supervisor, and
 - 2) At least four (4) SEA-represented staff. One of the four (4) seats will be designated for classified SEA-represented staff. Schools are encouraged to include staff members from special education and English Language Learning departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP.

Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.
 - 3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

Racial Equity Team will reflect the racial and ethnic composition of the school/program staff and school community.

- c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or co-chaired by a SEA-represented member and a building administrator/program supervisor.
- d. The work of the Racial Equity Team may be combined with other school or program committees.
- e. The responsibilities of the Racial Equity Team are to:
 - 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality
 - 2) Review the District's recommendations on best practices and recommended initiatives
 - 3) Review school/program data on disproportionality in discipline and other areas
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity
 - 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity
- f. The District will convene Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of Racial Equity Advancement and SEA Center for Race and Equity.
- g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

SECTION B: Decisions Regarding Use of Scheduled Time for Professional Development and Decision Making:

- A) There is an expectation by the parties that all employees will fully participate in the activities of the scheduled professional development and decision-making days that are part of their regular work calendar (waiver, early release and building and SPS directed contractual days for certificated staff) as appropriate to their specific job responsibilities.
- B) SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

- a. The equivalent of two (2) scheduled contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
 - b. Decisions will be made by the building/program through the building/program decision-making model. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff on the BLT will make the decision as to the use of the days identified above.
3. Two (2) contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
 4. The final contractual day will be an SPS-directed day for professional development.
 5. A workday is defined as the number of hours in an employee's regular workday.
 6. Employees may substitute an alternative activity if prior experience and/or training in the topic or alternative instructional needs suggest a better use of the time. A request to substitute an alternative activity because of prior experience and/or training or alternative instructional needs requires prior approval by the BLT. Any alternative must be consistent with the original purpose of the days.
 7. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building.
 8. The SPS shall provide \$3,820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
 9. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: Professional Development/Leadership Time

1. Each SAEOP employee shall be allocated the number of hours equivalent to eight (8) workdays for professional development and/or leadership activities each school year. The purpose of these days is to provide extra time for participating in school/program decision-making, building leadership activities, and/or training to enhance job skills and/or improve student learning.
2. A workday is defined as the number of hours in an employee's regular workday.
3. The paid activity (or activities) shall be by mutual agreement between the employee and his or her supervisor. An employee may appeal their supervisor's decision to the Labor/Management committee. Extra Time Reporting forms shall be utilized by the employee to document and claim such time.

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4. Extra-Time Reporting forms used for this purpose for a specified school year must be submitted no later than June 30 of that school year. Employees who participate in professional development in July and August may utilize their unused professional development days, if any, from the just completed school year. If all professional development days from the just completed school year have been used, the employee can utilize days from the upcoming school year. The employee's Extra-Time Reporting form for July and August must be received by Payroll by August 31.
5. Time served for these activities must be within the forty-hour work week such that the employee is not in an overtime pay situation for these activities. Payment is at the employee's regular hourly rate of pay. If these activities must be performed in an overtime situation, the maximum amount of pay and hours may not exceed the pay and hours equivalent to eight (8) regular work days in each school year. The employee may also use days to pay for substitutes in order to attend professional development during the work day. Each substitute day will be equal to one day of pay.
6. Employees may use the equivalent dollars of up to three (3) days for overtime that has supervisor's prior approval.
7. Any unspent funds shall be recaptured by the SPS on a yearly basis. There shall be no carryover of these funds.

SECTION D: Professional Development Steering Committee

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ensure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.

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- f. The Steering committee may form joint subcommittees or task forces as needs are identified. These subcommittees or task forces will be provided with clear guidance as to task, role, timing and support.
2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals
 - a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Executive Director of Curriculum and Instruction will review the work of the advisory committee any time there is a vacancy.
 - c. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - d. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.
 3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPs in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.
 - a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

- b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. Cultural literacy:
 - a. The goal is to ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff brings to SPS and which will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community. Adult learning models designed to infuse all staff development and decision-making processes with culturally responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.
 - c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.

SECTION E: Professional Development Training

Professional development training shall be offered by the SPS to employees in order to enable them to improve their abilities and skills, subject to available funding.

1. In-service courses for credit will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibilities.
2. Professional development courses shall be made available at no cost except for material and transportation fees connected with participation in the course.
3. All material, tuition or transportation fees for college extension courses shall be paid by the employee.
4. Courses shall be offered in a variety of geographical locations whenever possible.
5. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating whenever feasible.
6. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model. The joint district/SEA special education best practices working group will determine what professional development should be offered to ensure a successful working environment with students. Special education instructional assistants can be required to participate in trainings adapted for their students' needs.

SECTION F: Professional Development Training Credit

Professional development training credit will be recorded for attendance and successful completion of requirements for workshops and institutes outside the SPS, provided the individual receives prior approval upon application to the Professional Development Office and that the workshop or institute is

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

primarily a concentrated study session and/or classes for the improvement of skills.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or Federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the SPS through such policies, procedures and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: Rights of the SEA

Consistent with applicable law, there shall be no interference with the rights of the employees to become members of the SEA, and the SPS will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of membership or non-membership in the SEA.

SECTION C: SEA Security

1. SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the payroll deduction for dues section (Article IX, Section D), including reimbursement for any legal fees or expenses incurred in connection therewith.
2. Membership in the SEA, the legally recognized organization authorized to negotiate with the Board, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, sex, sexual orientation, gender expression or identity, marital status, age, handicap, use of a trained guide dog or service animal, veteran or military status, or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

1. There shall be no unlawful discrimination against any employee by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, national origin, veteran or military status, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

2. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
3. There shall be no discrimination against any employee for utilization of the grievance procedure.

SECTION E: Employee Personnel Files

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing, and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.
5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.
6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations and procedures of the SPS.
7. All materials related to the employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year.
8. Materials reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character or personality may be:
 - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of the employees written personnel records.
 - b. Pursued by the use of the grievance procedure, except that material relating to an employee's performance evaluation may be challenged in accordance with Article IV, B.4.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary

ARTICLE III: RIGHTS AND RESPONSIBILITIES

action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed. The Performance Appraisal for SAEOP Employees shall become a part of the office employee's permanent classified employee file.

9. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
10. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION F: Communication Rights and Privileges

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each building by the SPS.
2. The SEA may use SPS buildings for meetings and to transact official business on SPS property at all reasonable times when custodians are normally on duty before and after work hours, provided that this shall not interfere with nor interrupt normal operations.
3. Any officer or authorized representative of the SEA so designated by the SEA and identified to the Superintendent shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement with the principal/supervisor at other times, provided that this shall not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives shall satisfy the principal/ supervisor that they are on official business before they proceed through the building to any room. All such visits shall not interfere with any employee's activities while on duty.
4. The SPS and the SEA agree that having the SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA or SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION G: Creative Approach Schools

SPS and SEA agree that school staffs and communities know the needs of their students' best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.
3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix M.
 - a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.
 - f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
 - a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.

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- d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach Schools Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.
 - e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.
6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
 7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
 8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
 9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
 10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event a program is not budget neutral, the District may discontinue the program.
 11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three of the implementation.
 12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating creative approach schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and School Board.

SECTION H: Representation Rights and Due Process

1. An employee who has received a written communication from their supervisor indicating deficiencies requiring improvement, at the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of the time limit.

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2. The probationary and/or annual performance evaluation and evaluation conferences conducted by the supervisor in the evaluation process are specifically excluded from these provisions. Subsequent discussions of the matters reviewed in the evaluation may involve representation at the employee's request, pursuant to these provisions.
3. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint; and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the District unless this disclosure would compromise the District's investigation.
4. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, oral warning, written warning, or reprimand, suspension, and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specified grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.
5. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION I: Availability of Information

1. The SPS shall furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility. All requests for information must be directed to the Executive Director of Human Resources or their designee.
2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS will be carefully evaluated, and the costs incurred shall be reimbursed by the

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SEA.

SECTION J: Sexual Harassment

It is the SPS's desire to have a work environment free of sexual harassment. Procedures for handling sexual harassment complaints will be in accordance with the SPS's sexual harassment policy.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

SECTION K: No Reprisal for Disclosing Misdeeds

The SPS agrees to abide by the SPS's Whistleblower policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein or the SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

SECTION L: HIV/AIDS, Hepatitis B Training and Inoculation requirements

1. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
2. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION M: Health and Safety Needs

1. The SPS will provide a safe and healthy workplace per State Law.
2. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
3. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five working days after the District has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures, including student discipline procedures, to make certain that schools are safe and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

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SPS and SEA agree that employees should not have to be subjected to parent/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian, they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary, Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.
 - b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.
 - d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.
 - e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of "no tolerance" for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are

ARTICLE III: RIGHTS AND RESPONSIBILITIES

legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.

- a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.
- b. Weapons
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.
 - 3) Items That Appear to Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.
 - 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).
 - 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or
 - b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.

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5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.

a. Consequences

- 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:
 - a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
- 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
- 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
- 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
- 5) The principal will be responsible for distribution to impacted staff.
- 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
- 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
- 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
- 9) The student's parents or guardians will be promptly informed of the incident.
- 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to re-admittance to a new regular Seattle Public School.
- 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
- 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

- 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
 - 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing their duties will be prosecuted to the fullest extent provided by law.
7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.

SECTION O: Protection of Employees and Property

The SPS shall attempt to provide healthful working conditions for its employees consistent with Federal, State and local laws and their rules and regulations. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. The SPS will call upon other agencies (such as police, the courts, and social agencies) to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

1. Preservation of Order in the Schools
 - a. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in their possession, in the possession of another employee or student, or upon school premises.
 - b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.
2. Benefits to Employees
 - a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

- b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.).
- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of their proper exercise of that force authorized in Item 1-a above or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent the employee when they have been assaulted in or around the school premises or as a direct result of the employee performing their duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accordance with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting the employee to or from their place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on SPS premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
 - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance, not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following school year.
 - 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.
 - 5) The use of personal equipment at work must have the prior approval of the principal/supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that their insurance does not cover the damage or loss in question. An employee must exhaust their own insurance recovery possibilities before being eligible for reimbursement under this Section.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

- 7) There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.
 - f. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in, Section VIII. A, of this Agreement.
3. Reporting Procedures

An employee shall immediately report any assault suffered by them in connection with SPS employment to their supervisor or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items 2.c, d, e, and f above, the employee shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.
4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request by an employee for information in its or their possession which relate to the assault or persons involved in it.
5. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, the principal/program manager shall pass this information along to all employees who interact with those students.
6. Employees shall be trained by the SPS prior to being assigned to dispense medication. Employees shall be trained by the SPS prior to being assigned to insert catheters.
7. Employees will be provided with proper safety equipment when working with special needs students where health and safety issues are of concern.
8. All dispensing of medication will be in accordance with the law.

ARTICLE IV: EMPLOYMENT PROVISIONS

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION A: Length of Workday and Early Dismissal

1. The workday shall be in accordance with the hours authorized for the individual employee position and shall be in accordance with applicable Federal and State laws. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, the principal/supervisor may require the employee to meet the building's regular schedule.
2. Upon special arrangement with the immediate supervisor, the employee may participate in a regularly scheduled meeting of the SEA held after the close of the student school day if the employee is an officer of the SEA or a member of the Bargaining Committee.
3. It is the duty and responsibility of principals/supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.
4. Employees working four (4) to six (6) hours are entitled to one (1) relief period of fifteen (15) minutes as part of the regular paid working day. Employees working six (6) hours or more are entitled to one (1) such period in the morning and one (1) in the afternoon. Where practicable, relief periods should be taken at regularly scheduled times.
5. The employee may request and be paid overtime at time and one-half for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week; or, compensatory time on a time and one-half basis is permitted for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week if the employee requests compensatory time off in lieu of overtime. Work schedules may be arranged during any given work week for absences due to routine medical/dental appointments, etc., if agreed upon by the employee and their supervisor before the fact.
6. When students and classes are dismissed one (1) hour earlier than the regularly scheduled closing time on days before Thanksgiving holidays and Winter Vacation, all full-time employees will be released from duty one (1) hour earlier than their individual regularly scheduled time. If classified office employees at the Stanford Center cannot be dismissed one hour earlier on these days, due to having to maintain critical services, the employee will get to exchange the time for another date. The exchange will be worked out between the employee and the employee's supervisor.
7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance shall be provided for travel between the two work locations pursuant to Article IX, E of this Contract. The employee shall keep a mileage report. The affected principals will agree to the means for the reimbursement.
8. Starting with 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must

ARTICLE IV: EMPLOYMENT PROVISIONS

establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

9. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.

SECTION B: Evaluation

1. At the beginning of the employee's work year, the employee will meet privately with the principal/supervisor who is immediately responsible for their evaluation, and meet with classroom teachers and other employees involved with their services to define respective responsibilities, with the option of developing a written list of specific responsibilities consistent with the job descriptions, SPS rules, regulations, procedures, and the provisions of this Agreement.
2. Newly Hired Employees
 - a. Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.
 - b. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employee. Probationary Report forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Probationary Report form from the principal/supervisor at the time of evaluation.
 - c. If the reports are satisfactory for the first three (3) months, the employee shall be placed on regular status. The District will make training on the evaluation process available quarterly.
 - d. If at the end of the first three (3) months an employee is performing unsatisfactorily, the principal/supervisor shall complete a Performance Appraisal form. The probationary period may be extended for a maximum of three (3) weeks. At the end of any probationary period, the employee will be re-evaluated and: a) be removed from probationary status, or b) be terminated.
 - e. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
 - f. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form and an opportunity must be provided, including reasonable help, for the employee to improve in the areas of weakness indicated. The employee shall have the right to have an SEA representative present when the Performance Improvement Report form is presented to the employee.
3. Regular Employees
 - a. An employee shall be evaluated by their principal/supervisor at least once each year at any time prior to but no later than April 15th. Annual evaluations are considered to cover a one (1) work year period and may incorporate evidence from the previous twelve months.

ARTICLE IV: EMPLOYMENT PROVISIONS

- b. The principal/supervisor shall discuss the evaluation in detail with the individual employee. Performance Appraisal forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Performance Appraisal form from the principal/supervisor at the time of the evaluation.
- c. An employee's performance will be considered unsatisfactory when an employee receives one (1) unsatisfactory mark in any one (1) of the eight (8) categories. Throughout the work year, supervisors are to inform employees of their concerns as soon as they are observed so the employee has the opportunity to improve on their performance prior to getting an unsatisfactory rating. Informal observations may be documented in writing and if documented, a copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based on any such informal observation, the written documentation of the observation must be provided to the employee in order for that evidence to be used in the final evaluation.
- d. If an employee's performance is rated unsatisfactory on the Performance Appraisal form, the principal/supervisor shall complete a Performance Improvement Report form. An employee who has been rated unsatisfactory will be observed for four (4) work weeks. Employees may request two days of on-the-job mentoring to be provided prior to the final week of observation. A mentor will be provided if one is available. Mentors will be identified through a jointly agreed process by SPS and SEA, and will receive a 20% increase in their hourly rate for time spent as a mentor. The employee's request for mentoring must be submitted in writing to the principal within three (3) working days of receiving the Performance Improvement Report form. The principal will respond to the employee's written request within three (3) working days. At the end of that time period, the employee will be re-evaluated and if they are still performing unsatisfactorily in the same category(s), will be placed on probation for three (3) work weeks. At the end of this probationary period, the employee will be reevaluated and: a) be removed from probationary status, b) be placed on extended probation, which shall normally be for three (3) work weeks, or c) be terminated.
- e. At any time when a PIP is presented to the employee, the employee shall have the right to have an SEA representative present. An opportunity must be provided, including reasonable help, for the employee to improve in the area(s) of weakness indicated. Professional development may be requested by the employee to assist with deficiencies and incorporated into the plan.
- f. Regular employees who are transferred to positions which represent a change in job title may at the option of the principal/supervisor be evaluated monthly for three (3) consecutive months.
- g. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
- h. Optional Participation in Goal Setting

In addition to the annual evaluation process, described above, any regular employee may participate in Goal Setting. Optional goal setting allows employees to receive a higher level of recognition in their overall performance rating.

ARTICLE IV: EMPLOYMENT PROVISIONS

Employees who engage in goal setting are eligible to receive an overall rating of "Excellent" if they receive a rating of "Excellent" in at least five (5) competencies and a rating of "Strong" in the remaining competencies. Employees who do not engage in goal setting must receive an "Excellent" rating in at least seven (7) competencies and no rating less than "Strong" to have an overall rating of "Excellent".

- i. Optional Focused Evaluation
 - 1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on their previous year's annual evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of their decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.
 - 2) Those employees on a Focused Evaluation will utilize the formal evaluation tool which will be modified to provide for this option. The evaluator, in consultation with the employee will each identify one (1) specific competency on which to focus for the current school year so that the employee will be evaluated on a total of two (2) competencies. In the event both parties choose the same competency, they shall select an additional competency for a total of two (2).
 - 3) An employee may remain on the Focused Evaluation cycle for a period of three (3) years. All employees must receive a Comprehensive evaluation at least once every four (4) years.
 - 4) If an evaluator determines that the employee needs to be returned to the Comprehensive Evaluation, the evaluator will document the reason for the return and provide notice in writing to the employee. The employee will then be returned to the Comprehensive Evaluation for the current school year.
 - j. A classified employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee, unless performance concerns are identified by either principal, in which case both principals will do the evaluations.
4. Disputes over formal disciplinary action (suspension or termination), disputes over any unsatisfactory ratings in any performance category as determined by principal/supervisor, or disputes concerning exclusively a departure by the SPS from the procedural requirements of Article IV, Section B, shall be subject to the Grievance Provisions of Article X. Findings made and conclusions reached by the principal/supervisor, resulting in a performance rating of "Excellent," "Strong," or "Satisfactory," shall not be subject to the Grievance Provisions of Article X.
 5. There shall be no illegal eavesdropping.

SECTION C: Workload Management

1. Annual Workload Review at Schools

The Principal or Principal's designee shall meet with the entire school office staff in September to coordinate work distribution and daily schedules and to ensure that lunches and breaks are provided. A written plan resulting from the meeting shall be distributed to all office staff. To coordinate adjustments to the plan, meetings shall be held periodically throughout the school year

ARTICLE IV: EMPLOYMENT PROVISIONS

as needed to review workload, schedules and expectations and to prioritize tasks. The following directives shall govern such workload review:

- a. There will be a shared understanding of priorities.
- b. If a task is duplicative or unreasonably time-intensive, it will be evaluated and either changed or eliminated.
- c. The division of labor and key deadlines will be clarified through regular communication.
- d. In some cases, increased use of technology may be a cost-effective means of improving customer service.

2. Resolving Workload Concerns

The SEA and the SPS have an interest in efficient operations with workloads that permit office staff to complete their work on paid time, take lunch and breaks. Office staff members who believe that their workload is excessive may utilize the following process for resolving them. Workloads are not grievable, nor are adjustments or agreements precedent setting.

- a. The employee shall meet with their immediate supervisor to discuss their workload. They will jointly examine possibilities for adjustment including prioritization, efficiencies, elimination of some assignments, assignment of work to others, time allocations for duties, additional training, and any other means of resolving the matter. A SEA Building Rep or SEA staff person may participate in the meeting, if requested. A response from the supervisor or any agreement shall be made in writing.

If the employee is not satisfied with the outcome of the meeting described in a) above, they may request a meeting with the Director responsible for their school or department or whomever is the next level supervisor. The meeting shall take place within 14 days from the date of request. A SEA Building Rep or SEA staff person may participate in the meeting, if requested. A response from the Director or any agreement shall be made in writing.

3. Oversight: The Labor-Management Committee (described under Article II Professional Development and Closing the Achievement Gap) is charged with forming a SAEOP Workload Subcommittee to review and identify workload and efficiency suggestions such as those described below:

- Increase reliance on voice-mail to relieve office professionals of the burden of continuously answering phones while trying to accomplish other tasks.
- Improve efficiency and reduce workload in handling the registration of bilingual students.
- Provide training/support to office professionals required to administer medications to students.
- Minimize disruption and workload at the beginning of the school year by getting materials to the buildings early (preferably August 15) for distribution on the first day of school, reducing late enrollments, and expediting bus assignments for students who enroll late.
- Increase the buildings' capability to handle accounting, budgeting, student record keeping, report cards, and Immunization Status forms online.
- More efficient procedures for Fingerprinting, ASB, Field Trip Procedures, Safety in Schools, and increased Payroll Duties.

- a. The Labor-Management Committee will form work groups to study particular ideas. These

ARTICLE IV: EMPLOYMENT PROVISIONS

work groups shall include office professionals, school staff, administrators, and union representatives. The Subcommittee will report findings and recommendations to the Labor-Management Committee, including the costs, benefits, feasibility, and potential timetables for implementation of their recommendations.

- b. The Labor-Management Committee must make quarterly reports to the Leadership Committee (described under Site-Based Decision Making), to explain progress in the review of potential efficiencies such as those described above and implementation of new processes to reduce workload or improve productivity.
 - c. Four office professionals, including one from elementary, one from K-8, one from middle school, and one from high school, will be included in the SPS's Opening Schools Task Force to provide information and input with respect to the workload implications of new school opening policies under consideration.
4. Health Services Delivery: The staff, or an appropriate Building Committee, including a SAEOP representative and the Principal will annually discuss how to provide health services to students when a school nurse or health assistant is not present. (Held at the start of the school year and again as the budget is being prepared.)
5. School-Wide Discipline Responsibilities: Each school shall have school-wide discipline plans that designate which individuals are responsible for student discipline, including the supervision of students being disciplined.
6. Registrars' Work Schedules: With agreement between the Principal and the Registration Specialist/Data Registration Assistant, Registrars may flex their work schedules to accommodate work responsibilities at the end of the school year.
7. Building budgets will be allocated a fund of \$2500/school to be used, based upon input by impacted building SAEOPs, to address peak load extra help, extra days or overtime that is pre-approved by the principal. If an employee's request to work overtime is denied, the principal and the employee will meet to determine how to prioritize work tasks within the work day.
8. When SAEOPs are required to attend District trainings, substitutes will be provided and will not be charged to the school budget.
9. System-Wide SPS Work: There will be a joint SPS/SEA Technology Advisory Working Group that will include equal appointments from the district and SEA. The duties of the committee will be to review technology for purchase, training needs, and implementation schedule. The SPS will notify and involve SEA when planning and implementing new major business and reporting practices that directly affect how employees perform their duties
10. Addressing Workload Issues in the Budget and Staffing Process

Budget instructions as agreed between the SEA and the SPS shall be included in the "Budget Tools, Forms and Guidelines Book" each year to address office staff workload issues during the budget and staffing decision-making process.
11. If SAEOP positions are cut from any department, the supervisor is required to meet with the remaining employees to discuss how tasks will be reassigned, or if possible, eliminated.

SECTION D: Affirmative Action

ARTICLE IV: EMPLOYMENT PROVISIONS

1. The SPS Board selects employees as needed on the basis of merit, training, and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bona fide occupational qualification, and the SPS shall comply with State or Federal laws as may pertain thereto.
2. The Affirmative Action program goal for the SPS is to attract, develop and retain a high-performing, multicultural workforce to serve diverse student needs.
3. In implementing the Affirmative Action program, the SPS shall recruit, employ, retain and assign personnel in conformity with State and Federal laws, rules, regulations and directives.

SECTION E: Liability Coverage and Hold Harmless Provisions

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with the employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.
2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the SPS's Liability Protection program shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION F: Resignation and Termination

1. Employees who are terminating from SPS employment shall, whenever possible, submit a two (2) weeks written notice of resignation which states the reason for leaving and the last date the employee will work to Employment Services. A copy of the notice shall be provided to the immediate supervisor.
2. The SPS shall, whenever possible, provide employees with a minimum of two (2) weeks' notice of termination. Such notice shall state the specific cause(s) of termination.

SECTION G: SAEOP Mentoring Corps

SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and 2019-20 school year.

Upon request and if funds and personnel are available, newly hired SAEOPs may be provided with a job alike mentor from among retired SAEOPs.

ARTICLE IV: EMPLOYMENT PROVISIONS

ARTICLE V: CLASSIFICATION

ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

The SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of the SPS shall be available to all employees and the SEA for their review during the workday in Human Resources. In addition, the SPS will supply the SEA with a current and complete set of job descriptions for the SAEOP and Paraprofessional units.
2. When a job description for a bargaining unit position has been created or revised, a copy will be provided to the SEA.

SECTION C: Job Measurement System

1. The SPS will use the Job Measurement System and point factor table developed by the Joint Classification Committee and set out in Appendix D of this Agreement. The SPS shall use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.
2. The SPS and the SEA shall have a Joint Classification Oversight Committee consisting of 14 members: six (6) SPS, six (6) SEA, and two (2) mutually agreed upon neutral members. The SPS members shall be appointed by the Superintendent. The SEA members shall be appointed by the SEA President. The SPS and the SEA shall negotiate the appointment and any compensation of the two (2) neutral members. The Committee shall meet quarterly, or as needed.
3. The role of the Joint Classification Oversight Committee is to monitor the application of the Job Measurement System and process. The parties agree that it is desirable to maintain the Job Measurement System using periodic audits; therefore, the Joint Classification Oversight Committee will also monitor System maintenance.
4. A subcommittee of the Joint Classification Oversight Committee shall comprise the Appeals Panel for classification appeals. The Appeals Panel shall consist of one (1) SPS, one (1) SEA, and one (1) neutral member. The Appeals Panel will meet as needed.
5. Official records of classification results shall be maintained by Human Resources. Any supervisor interested in reviewing the results of their employee's job classification/evaluation should contact Human Resources. Likewise, any employee or an authorized SEA representative who wishes to review the classification/evaluation results of their current position should contact Human Resources.

SECTION D: New Positions

1. The supervisor/manager for the position shall provide Human Resources with a draft job description for the new position. The job description will be reviewed and evaluated by an HR analyst. The analyst will share the results with the supervisor/manager. Human Resources shall ensure that the job evaluation results for the new position are added to the SPS job description file and that a pay range is established for the position using the Job Measurement System and the negotiated salary schedules in Appendices A-1 through A-7.

ARTICLE V: CLASSIFICATION

2. Human Resources shall notify the SEA and the supervisor/ manager(s) involved of the final job evaluation results and pay range for the new position.

SECTION E: Reclassification

1. The SPS has a continuous process of review and re-evaluation of job descriptions and classifications. Changes in classification of regular positions as determined by job analysis and evaluation may occur for reasons such as, but not limited to: changes in position duties and responsibilities as determined by the SPS; or inappropriate classification of an existing position.
2. The SEA, on behalf of an employee, or group of employees (two (2) or more), or the affected supervisor/department manager may initiate a request for reclassification. If an employee or group of employees wants to initiate a request on their own, the request will be vetted through SEA prior to review by a job analyst. A reclassification request will only be processed if the supervisor or department manager involved has been notified in writing and SEA has agreed to move the review forward. All reclassification requests will be directed to Human Resources. Reclassification requests must be in writing and must be accompanied by a completed job content questionnaire. If the position in question has been reviewed by an analyst, and the position has been appealed through Step 2 of the Classification Appeals Process, pursuant to the appeals procedure explained below, the position will not be reviewed again until one (1) calendar year after the initial request. The position can be reviewed sooner if there is mutual agreement between Human Resources and SEA due to changes in duties and responsibilities of the position.
3. A job analyst shall hold an explanatory conference with the person initiating the reclassification request within twenty-five (25) workdays of receiving the request. The employee(s) may be accompanied by their supervisor and/or an SEA representative.
4. The job analyst will review any additional information, conduct the necessary research, and communicate their decision in writing to the employee(s), the supervisor involved, and the SEA within twenty-five (25) workdays from the date of the explanatory conference. The written decision will be officially distributed in order to document the decision date for the affected employee(s), supervisor(s), and the SEA.
5. Human Resources shall coordinate with the supervisor when implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

SECTION F: Appeal Procedure

1. The SEA on behalf of employees may appeal the classification decision of the job analyst by submitting a written appeal request to the Appeals Panel (send to Human Resources) within twenty-five (25) work days from the date of official notification. The Appeals Panel will review the job description and/or supplemental job documentation, the HR analyst's written review, and any other relevant information presented to the Panel. The employee(s) may be accompanied by their supervisor and/or an SEA representative at the Appeals Panel hearing.
2. The Appeals Panel will communicate its decision to the Superintendent designee within five (5) workdays after the appeals hearing. Final approval of the decision of the Appeals Panel will be made by the Superintendent designee within ten (10) workdays of receipt of the Appeals Panel's decision, and written notice of final approval will be provided immediately to the employee(s), the supervisor, and the SEA. Human Resources shall coordinate with the manager or supervisor

ARTICLE V: CLASSIFICATION

involved in implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

3. The employee(s) and/or the SEA may request Expedited Arbitration in accordance with Article X, Section E of this agreement for any decision made by the Superintendent designee which disapproves a unanimous decision made by the Appeals Panel. The reasons for disapproval must be included in the notice of the Superintendent designee's decision explained in Section F.2 above. Expedited Arbitration must take place within sixty (60) calendar days of the Superintendent designee's decision.

SECTION G: Classification Downgrading

Any downgrading of a classification shall not become effective until the employee(s) affected has had an opportunity to appeal the decision through the appeals procedure described in Section F above. As long as the employee(s) remains in the same position, the salary of the employee(s) reclassified downward may be:

1. Allowed to advance normally within the newly assigned classification as long as the employee's salary prior to the reclassification is not more than the last step of the new classification; or
2. Frozen at the present dollar amount until such time as the last step of the new classification equals or surpasses the frozen amount.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION A: Three Phase Hiring Process:

Each year SPS and the SEA agree to staffing processes for classified staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Notify classified employees of reduction in force (RIF) by the end of April.

The classified staffing process will include the following Phases:

Phase I:

(Site-Based Selection Process)

1. Positions will be advertised for current employees in regular positions who have been retained or displaced for the following year including those requesting option transfers.
2. An eligible applicant may only apply for a position with the same work year, FTE and verified job title as they currently hold; an applicant may apply for a position with a shorter work year or lesser FTE than they currently hold. Employees may not increase their FTE or length of work year during Phase I.
3. Vacancies generated by Phase I hiring will be posted in Phase II.
4. At the request of the hiring team, qualified substitutes may be interviewed during Phase I.

Phase II:

(Placement of Employees Covered Under Section 504 of the Rehabilitation Act of 1973 and other Displaced Staff)

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodation. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodations and will be aligned with the details of the approved 504 accommodation.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

In Phase II all remaining vacant positions will be advertised for 504 displaced staff only and they will receive priority for remaining positions beginning with the Job Fair. Remaining vacant positions will be advertised for displaced only (504 will have priority over other displaced). Human Resources will host a Job Fair where principals with vacant positions will meet with the 504 displaced to share information to prepare for in-person staffing.

1. In June, HR will host in-person staffing where remaining displaced employees will select a position in descending seniority order beginning with 504, then regular displaced, for the following school year.
2. At in-person staffing, displaced employees may select positions in one of their verified job titles at the same pay level or below, regardless of FTE.
3. A displaced employee may opt not to select a position until they are least senior, if there is an available position in one of their verified job titles, they shall be assigned to that position regardless of FTE.
4. Prior to Phase III (Open Hiring) described below, HR will recall laid-off employees to vacant positions for which they hold the verified job title, provided no displaced employee with the verified job title remains.

Phase III:

Positions where there are no displaced or laid off classified employees will be identified for advertising and vacancies will be open to all applicants, internal and external.

SECTION B: General Description of the Vacancy, Hiring and Transfer Processes

Section VI.B is a general explanation and, as such, is not grievable. The following description applies both to the Spring Staffing Process for vacancies that occur for the following school year and to vacancies that occur during the school year:

1. Potential vacancies are identified by principals/program managers.
2. Once a potential vacancy is identified, the principal/program manager completes a Personnel Change Request (PCR).
3. After a vacancy has been approved as valid, it is sent to HR for action.
4. Employment Services generally acts on vacancies in the following order:
 - a. Some period of advertising positions for staff with correct job titles to apply.
 - b. Placing those with 504 accommodation needs.
 - c. Placing those with return rights and displaced employees (including those from Option Transfer) using the classified Three Phase Hiring Process
 - d. Laid-off employees are recalled and placed during the Three Phase Hiring Process
 - e. Any remaining vacancies are advertised and open to voluntary transfer
 - f. Any remaining vacancies are available to inside and outside-SPS applicants

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Administrative Transfers are placed as the need arises.

The provisions of this Article and Article VII describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION C: Vacancies

1. The SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. All vacancies in regular classified positions covered by this Agreement will be advertised. Excluded from this process are vacant positions subject to the provisions of Sections VII. F Layoff, VII.G Exemption Process, VII.I Placement of Displaced Staff, and VII.J Reemployment of Laid Off Employees.
3. Principals/program managers shall create a PCR upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position for any reason, including to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable reasons shall be approved by the District-level administrator. Delays for unnecessary or avoidable reasons shall be disapproved by the District-level administrator.

SECTION D: Career Ladder Promotions

It shall be a goal of the SPS to provide members of the bargaining unit with the opportunity to advance to more responsible positions, subject to the limitations of Sections VI E, F and G below: regarding Transfers.

1. A career ladder shall exist within the bargaining unit and related classified staff employment categories that shall provide preferential consideration for those who have at least a strong overall rating on their most recent performance evaluation and have appropriate training and experience for a more responsible position.
2. Upon completion of formal training requirements for a particular position, an employee who has demonstrated quality performance over a period of time shall receive priority consideration for promotion.
3. The SPS and the SEA recognize the need for career development opportunities for employees to improve their abilities and skills and to advance to more responsible positions.
4. An employee who transitions from classified to certificated non-supervisory work will be credited with seniority for displacement and lay-off/recall purposes equal to their years of accrued SPS classified seniority in January of the first year of certificated non-supervisory work.

SECTION E: Voluntary Transfers

1. The basic consideration in the assignment of employees in the SPS is the well-being of students, continuity, and specific needs of SPS programs. The appropriateness of the assignment will have a significant impact on the morale of employees and the effectiveness of the total

ARTICLE VI: VACANCY, HIRING AND TRANSFER

educational program. Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS shall have consideration in placement and transfer of employees.

2. Employees who are on formal performance improvement plans (PIP) or probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate Regional Executive Directors. The SPS will notify the SEA of any transfers proposed for employees that are on probation.
3. Voluntary transfers which involve no increase in SP Salary Schedule level, hours and/or work year shall be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There shall be no one-semester time limit on transfers which involve an increase in SP Salary Schedule level, hours and/or work year. Employees with return rights to previously held positions are not required to remain in a placement for one semester if the opportunity to return to the previously held position arises. The provisions of this Section shall not apply to employees serving in an assignment due to involuntary transfer.
4. Application Procedure for Voluntary Transfer to Vacant Positions
 - a. To be considered an applicant for specific advertised position vacancies, eligible employees, as described in Article VI Section C.2 above, shall consult the SPS Employment website for application information.
 - b. Employment Services shall determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services shall notify the principal/program manager of the vacant position of those applicants to be interviewed within five (5) working days of the closing date of the advertised position. Applicants who do not receive an invitation to be interviewed should assume they will not be interviewed.
 - c. If the interview is scheduled during the employee's workday, that interview will be without loss of pay to the employee. The employee will minimize travel time to and from the interview. Substitutes will not be provided.
5. Selection Procedures
 - a. Referral Process: Employment Services shall refer the six (6) most senior applicants who meet the minimum qualifications as written on the job announcement, to the appropriate administrator for an interview, provided that:

If fewer than six (6) applicants, who are regular employees, meet the minimum qualifications for the position, Employment Services shall refer those additional applicants to a total of six (6) who most strongly exhibit the minimum and desired qualifications. In the event that an applicant is a substitute who has served as a SPS substitute for a minimum of six (6) months or 160 hours, whichever is less, and has equal or greater qualifications (minimum and desired), the substitute will receive priority consideration over outside-SPS applicants for inclusion in the list of six (6).
 - b. Classified Screening Process:
 - 1) Salary Schedule SP 15, 16, 17, 18, and 19 Positions

Employment Services shall refer six (6) applicants who meet the minimum

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qualifications for SP 15, 16, 17, 18 and 19 positions as written on the job announcement. The pool of six (6) qualified applicants shall be made up of the following, in priority order: 1) Current FTE employees; 2) Current SPS Substitutes; and 3) Non-SPS applicants. If there are not enough FTE applicants, substitutes or non SPS applicants, fewer than six (6) applicants may be interviewed.

2) Salary Schedule SP 20, 21 and 22 Positions

Only current FTE bargaining unit employees may apply for SP 20, 21 and 22 level positions. Employment Services shall screen all applications and refer those applicants who meet the qualifications to the building interview committee. The building interview committee shall interview the top three (3) senior qualified applicants, and it shall select three (3) additional qualified applicants from the pool supplied to it by Employment Services. If there are fewer than six (6) applicants, fewer applicants may be interviewed.

3) The makeup of the selection committee will be as follows:

- a) Two (2) building staff, selected by SEA-represented employees. At least one (1) shall be a classified employee.
- b) The principal/program manager shall normally be a member of the committee and shall designate one (1) additional person. In the event the principal/program manager is unable to serve, they shall designate another person to serve on their behalf.
- c) Each building shall vote to determine if there will be participation by the site council or PTSA. In the event that the building decides to involve either the site council or PTSA, then they shall have one (1) PTSA or site council member on the committee. If the building decides not to include the site council or PTSA, then the committee shall be made up of the two (2) members designated by the SEA and the principal/program manager and their designee.

4) The selection committee shall participate in a joint SEA/SPS interview training program (no less than one hour) relating to legal and procedural issues in employee selection.

5) The selection committee shall interview the candidates. The committee shall select a candidate and submit their recommendation to Employment Services which will make the offer of employment.

6) The selection committee shall attempt to reach consensus, but in the event consensus cannot be reached, the decision will be made by majority. The committee shall have full authority to select any of the six (6) qualified applicants.

7) The screening process is a good faith effort to transfer responsibility to the buildings for the hiring of classified staff. Both sides are free to present suggested modifications for succeeding collective bargaining agreements.

- c. The applicants interviewed and not selected in processes described in Sections 5.a. and b. above shall be notified by a representative from the interview team within five (5) working days of the action taken to fill the position.

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- d. Once a position has been advertised as a specific position vacancy, the SPS shall not fill such a position with an administrative transfer.
6. Option Transfer (Voluntary Displacement)
- a. An option transfer request is submitted when employees, who have an overall performance evaluation rating of satisfactory or better, wish to vacate their current positions and voluntarily displace themselves during spring staffing for vacancies which become available for the subsequent work year. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.
 - b. An option transfer request is submitted during the spring staffing process.
 - c. Staff selecting option transfer will be placed in new positions using the same process used to place displaced employees described in Article VII Section I.

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:
- a. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - b. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and their effectiveness in the total educational program.
 - c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Washington Law against Discrimination, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - d. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
- a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks' notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Section VI.F.1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of an Human Resource administrative decision after the beginning of the school year shall be assigned to a position as

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expeditiously as possible. Unless there are some unusual circumstances, the employee will remain in the original assignment until a position is available.

SECTION G: Academic Summer Semester

First priority for hiring to the regular academic summer semester shall be given to qualified applicants who did not work in the regular academic summer semester during the preceding summer.

SECTION H: Assignment and Letters of Employment

1. New and voluntarily transferred employees assigned to a position must work in the assignment designated on the PCR for a minimum of one semester, unless selected for a promotional position. Exceptions will be made only for necessary program changes and must be approved/disapproved by the District-level administrator.
2. Each new employee shall receive a job description and a form providing the following information:
 - a. Employee's name;
 - b. Job Title;
 - c. Salary placement on the SAEOP and Paraprofessional Employees Salary Schedules (Appendices A-1 through A-3);
 - d. Authorized work year;
 - e. Number of hours authorized per day; and,
 - f. Work location.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION A: General Description of the Staff Adjustment, Displacement, Layoff and Recall Processes

The following is a general explanation and, as such, is not grievable. Section VII.B is a general description of staff adjustments (including displacement, layoff and recall) that are either a result of the Spring Staffing Process or a large reduction in funding.

1. Employees are notified of their seniority and verified job titles.
2. Principals and program managers identify positions that are funded and not funded for the ensuing year.
3. SPS identifies the number of people in each job title that will be retained and laid off.
4. Criteria to exempt specific employees from layoff are applied.
5. Employment Services notifies employees of their employment status (retained, displaced, or laid off) prior to the end of the school year.
6. Displaced employees are placed in vacancies before laid-off employees are recalled.
7. Laid-off employees are recalled before inside- or outside-SPS applicants are considered for vacancies.

The provisions of Article VI and this article describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION B: General Provisions

1. The SPS will develop job groups and determine which job titles will make up each job group. Job groups will be based upon broad, common characteristics such as similarity of duties, training, and minimum qualifications. Any additions, deletions or other changes to the job groups will be done by the SPS after consultation with the SEA.
2. Job groups for the bargaining unit shall be as follows:
 - a. Office/Clerical/Secretarial
 - b. Specialized Support
3. Each employee will be notified annually of the Job Group they hold and all of the job titles that are in their Job Group. Each employee will select job titles within their Job Group for which the employee meets minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based

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first on verified job title(s), second on FTE, and third on length of the most recent work year.

SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
2. Former employees who return to SPS employment are entitled to seniority previously earned.
3. Each employee will be retained by seniority order in their current job title.
4. Seniority for a laid-off employee who is rehired by December 1 of the first year after being laid off shall be calculated as if the employee had not been laid off.

SECTION D: Staff Adjustments and Displacements

1. Principals, program managers and other administrators shall make recommendations for staffing consistent with program requirements and services based on financial resources available.
2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.
3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE but less than 1.0 FTE may choose between the following options:
 - a. Remain in their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
4. An employee whose position is reduced to .5 FTE may choose between the following options:
 - a. Remain in the present position .5 FTE and be displaced for the remainder of their FTE. If this option is chosen, they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make them whole).
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
5. Principal/Program Manager Recommendations

Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:

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- a. Positions funded for the next work year will be identified.
- b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as "displaced."
- c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

SECTION E: Program Movement or Closure

1. Employees associated with a program that moves from one work site to another are assumed to move with the program. An employee who prefers to stay at the original site may do so, if there is a vacancy for which they are qualified. An employee who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will either;
 - a. displace a less senior employee in the job title at the site, or
 - b. be displaced
2. If a program is terminated and then reinstated within two (2) school years, employees who were in that program shall have first priority for the vacancies in the job title they held when the program was terminated.
3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

SECTION F: Layoff

1. Adverse developments which can necessitate substantial layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
2. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing shall give priority to those programs and services which relate to instruction and welfare of students.
3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.
4. The performance ratings (evaluation) of employees shall not be a factor in determining the order

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of layoff under this Section.

5. Layoff Criteria

- a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.
- b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
- c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off

6. Layoff Procedures

- a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
- b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
- c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
- d. All employees will be listed by SPS seniority within current job title.
- e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
- f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.

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- 4) Employees initially placed in the unassigned pool shall have the same return_rights as displaced employees as outlined in Article VII Section I.4 below.

SECTION G: Exemption Process

1. The SPS may take action on principal/program manager recommendations for exemptions to lay off using the following two (2) specific criteria:
 - a. Critical program and/or organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.
 - b. Special and unique skills and expertise: unique expertise or training in a critical instructional area as demonstrated by training, specific experience and education.
2. The SPS shall notify the SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: the exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

SECTION H: Notification of Employment Status

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

SECTION I: Placement of Displaced Staff

Staff Placement Guidelines:

1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.
2. If the least senior displaced unassigned employee does not select a position for which they are qualified, the employee shall be assigned by the last week of August to any open position within their current verified job titles and SP Salary Schedule level or below, based upon their seniority and qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, the employee shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming the employees refusal to accept an assignment.

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- a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at their current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to qualify for the position; or,
 - 2) Sign a waiver form and be placed on the recall list.
- b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at their current salary level, until a position becomes available within their current SP Salary Schedule level or below, at which time the employee will be assigned in accordance with Articles VII.I.2 and VII.I.4.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- 1) Job title for which the employee was retained;
 - 2) Job title on employee's job title verification sheet;
 - 3) Job title for which an employee is qualified but is not listed on verification sheet;
 - 4) Job title employee could qualify for as per Substitute Office evaluation.
- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
 - d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
 - e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
 - f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.

3. Return Rights

- a. Return to a comparable position: Based upon their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall be extended for a second year.

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- b. Return to the building: Subsequent to the filling of vacancies under Article VII Section I.3.a, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.
 - 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.
4. Filling Remaining Vacancies

Subject to Article VI E.4 above, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Section VI.E.

SECTION J: Reemployment of Laid Off Employees (Recall)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only, and shall have no impact on displacement or lay off for which the employee has already been notified.
2. Employment Services shall identify positions to which to recall laid off employees consistent with Section VI.C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed, their prior service with the SPS shall be utilized in determining their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII I.3 above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the

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same basis as other employees on the recall list.

6. Accumulated seniority and sick leave are retained for those reemployed following layoffs due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.
7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

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SECTION A: Short-Term Compensated and Uncompensated Leaves

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave

- a. At the beginning of each school year, each employee shall be credited with an advance Sick Leave allowance equal to one (1) day per month of the employee's work calendar, as outlined in Appendix K. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
- b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
- c. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.400.300 and the rules and regulations of the Superintendent of Public Instruction under that law. Employees may accrue sick leave in accordance with state law. Classified employees may accrue up to the number of contract days that they work in a school year. For example: a classified employee who works a 203-day work year can accrue up to 203 days of sick leave for use as sick leave.
- d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay; or 2) to use their sick or personal leave.
- e. Sick Leave may, be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for their return to work as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, their position will be held for their return for the period of time covered by the FMLA or until the end of the twenty-five (25) day grace period, whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition to Human Resources.

f. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once

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- c. The employee must make proper arrangement for a substitute, if they work in a position for which a pool of substitutes exists.
 - d. The employee must keep the building principal/supervisor informed about the expected duration of their leave and their expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their building principal/supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment, unless a written medical reason is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two days.
4. Sick Leave Buy Back shall be administered in accordance with state law.
- a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.
 - b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back program is contingent upon maintenance of the authorization provided in RCW 28A.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation
- Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing regular duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. Such injuries or occupational illness occurring as a result of the employee performing regular services are subject to certification by a duly qualified

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physician. The employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any regular duties.
 - c. The employee shall return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.

Bereavement Leave shall be granted with full pay during the work year.

- a. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
 - b. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
8. Attendance at the Legislature

Upon specific request of a Washington State Legislative committee and their professional organization which is sent to Employment Services, and approval of the request by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and the employee or the organization they represent pays for the substitute's salary.

9. Jury Service: Employees may serve as jurors in accordance with State and Federal laws.

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- a. Arrangements for the necessary temporary leave shall be made in writing to the immediate supervisor.
 - b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the SPS upon receipt.
 - c. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.
10. **Mandatory Court or Subpoenaed Appearances:** To the extent possible, all leaves under Article VIII.A.10 shall be scheduled outside of the school year. Upon request to the principal/supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
- a. When the employee's appearance is essential to, or on behalf of, SPS interests, leave shall be with full pay. To the extent possible, all leaves under Section VIII.A.10 shall be scheduled outside of the work year.
 - b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
 - c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of their substitute.
 - d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.
11. Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.
12. Salary deductions for absences for all other causes not covered by the above conditions or in cases when the compensation benefits have been exhausted shall be at the daily rate of the employee's salary.

SECTION B: Long-Term Uncompensated Leaves

1. Health Leave

Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and rights afforded under the Family Medical Leave Act (FMLA).

- a. An employee who is unable to perform their duties because of medical disability shall be eligible for, upon their request and physician's verification, a leave without pay for the duration of disability up to one (1) year.

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- b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that is they are unable to perform the essential functions of their job and has signed a medical release that allows SPS to communicate with their medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for Health Leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.
 - c. In the event a second year of health leave is necessary, an employee may apply for an additional year of Health Leave upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, by SPS.
 - d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two (2) years will not be approved by Human Resources. In the event an employee has been on leave for more than two (2) years they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site based process. If there is no assignment available through the site based process, the employee's right to return is based on the availability of a position for which they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.
 - e. Employees using Unpaid Health Leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
 - f. An employee who has been released by their medical provider to return from health leave on a part time basis may apply for a partial leave of absence, subject to the approval of their principal/supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full-time leave.
 - g. Seniority is retained but not accumulated while on Leave. No increment credit is allowed for the time when an employee is on Health Leave.
 - h. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to taking Health Leave will be returned with the same status upon completion of the Health Leave.
2. Child Care Leave
- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year, and shall be exclusive of rights under

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FMLA for the period of physical disability (childbearing leave). Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.

- b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources.
 - 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. Male and female employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay
- a. Human Resources may grant other long-term leaves without pay to those employees who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's FTE. Exceptions to the one (1) year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities serving in public office, study or travel, professional experience or other purposes approved by Human Resources.
 - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within twenty (20) work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March, of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm their return will be considered a resignation from employment from the SPS.
 - g. Long term leave without pay will not be granted to any employee who is on a plan of

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improvement, on probation or currently subject to disciplinary action.

4. Placement Upon Return from Leave

- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
- b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.
- c. In the event an employee has been on leave for more than two (2) years, they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.
- d. Accumulated sick leave will be restored upon return from leave.
- e. An employee seeking election to public office shall take a leave of absence without pay for the time their campaign duties interfere with the orderly performance of their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, they shall resign from the District or apply for a temporary leave of absence without pay from the SPS.

5. Military Leave and Service Credit

Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Military training duty up to fifteen (15) calendar days leave per year or by law will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return

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date.

SECTION C: Inclement Weather Conditions

1. If severe weather conditions make it necessary for the SPS to declare schools closed for one (1) or more days, twelve (12) month employees may use accrued personal leave, accumulated vacation time, or be permitted to make up the time lost per arrangement with their supervisors.
2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the SPS has not declared schools closed, the following shall apply:
 - a. Employees, including those assigned to school buildings, may use accrued personal leave, accumulated vacation days (twelve-month employees), or be permitted to make up time lost per arrangement with their supervisors.
 - b. Employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued personal leave, accumulated vacation time, or be permitted to make up time lost per arrangement with their supervisor.
3. Regular school-year employees are not required to report to work when their buildings are closed, but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.
4. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
5. After a decision has been made to close a building for the remainder of the day, the principal/program manager or their designee shall inform the employees.
6. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
7. Principals/program managers will initially request volunteers to meet the operational needs of the building before requiring employees to remain. Employees will be paid at their per diem rate of pay if they are required to remain on site after the workday to supervise students.
8. Any paid leave (such as personal or sick leave) requested for days which are normally worked but fall on days that the work site is not open due to inclement weather shall not be charged to the employee.
9. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students with no loss of paid hours. With no loss of paid time, Stanford employees may delay the start of their work day the amount of time called for by the weather delay. Stanford employees will notify their supervisor that they will be arriving late.

SECTION D: Leaves for Association Activities

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.56 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its

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representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.

2. Leave Provisions for Officers

- a. The president and executive vice-president of the SEA shall be provided leave for the school year for which they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
- b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
- c. Bargaining unit employees who were or are elected to serve as an officer of the SEA in a full time or regular part time position shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request such leave of absence on the behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations, contingent upon being fully reimbursed by the SEA. Officers who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment adjustment for the time on leave, if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.

3. Special Requests for Released Time

- a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Executive Director of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
- b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Executive Director of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.

4. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.

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5. Conditions for Released Time

The officers of the SEA who have been provided leave pursuant to Chapter 41.56 RCW shall resume duties with the SPS at the conclusion of the term of office, unless reelected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. The SPS agrees to maintain accumulated sick/personal leave, retirement, and seniority rights for the officers during the period of the leave.

6. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

SECTION E: Vacations

- 1. Those employees on a regular monthly salary but who work only during the school year (203 and 222-day schedule) are allotted ten (10) days of paid vacation which are to be taken during the Winter and Spring vacations.
- 2. Employees on a twelve (12) month work schedule should use the entry or anniversary date of employment to determine years of service and compute the number of vacation days. Entry date is the first day in a permanent position; substitute time and part-time less than half-time is not included. Full-year employees are entitled to annual vacation time as follows:

Years of Service	Vacation (Days per year)	Years of Service	Vacation (Days per year)
0 - 4	13 working days	20 - 21	23 working days
5 - 11	18 working days	22 - 23	24 working days
12 - 13	19 working days	24 - 25	25 working days
14 - 15	20 working days	26 - 27	26 working days
16 - 17	21 working days	28 - 29	27 working days
18 - 19	22 working days	30 or more years	28 working days

- a. Employees who leave the SPS will receive compensation for days of earned vacation due them using the decimal system. Beginning with four (4) years and one (1) month of service, the decimal will change from 1.083 to 1.5 to arrive at earned vacation of eighteen (18) days at the fifth (5th) year anniversary. If an employee terminates at four (4) years and six (6) months, payroll will adjust the paid vacation to 6 x 1.083 rather than the 1.5 that appears on the warrant. Vacation is awarded with the expectation of filling the year of service. An employee on a thirteen (13) day vacation schedule who terminated after three (3) months will receive vacation compensation at 3 x 1.083 days of earned vacation. No employee or their estate shall receive reimbursement for more than thirty (30) vacation days at time of termination, less the number of vacation days, if any, cashed out upon a termination during the prior two (2) years. Any balance over thirty (30) days may be applied to scheduled vacation prior to termination.
- b. Vacation shall be scheduled in advance with the immediate supervisor. Where an

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

employee has first exhausted all available sick leave, the equivalent of up to three workdays of vacation (not to exceed) 24 hours, prorated based on FTE, may be used each year to cover sick leave. Sick leave procedures, as defined in Article VIII, Section A, Part 3 would still apply to use of sick leave hours for vacation leave hours.

- c. The maximum annual leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost, unless the employee, with the approval of their supervisor has submitted for the approval of the Executive Director of Human Resources by June 16 of that year, a plan which will eliminate such excess days within three (3) years of the date of submission of the plan.
 - d. Employees with a balance of two-hundred forty hours (240) of annual leave or more, on August first of any year, can cash out up to three (3) days of vacation at the end of the same school year.
3. A school-year employee who transfers to a position with a twelve (12) month work schedule shall receive credit on the twelve (12) month employee vacation schedule for each completed school year served with pro rata adjustment for the first year.

SECTION F: Holidays

Employees who are scheduled to work a 260-work year are entitled to twelve (12) paid holidays annually:

- | | |
|------------------------|------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Memorial Day |

Employees who are scheduled to work a 222-work year or less are entitled to ten (10) paid holidays listed above if they fall within the work year annually:

- | | |
|------------------------|------------------------|
| Veteran's Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Martin Luther King Day |
| Christmas Eve Day | President's Day |
| Christmas Eve Day | Memorial Day |

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

1. The Salary Schedules shall be comprised of the salary, step and grade of for each job title in the bargaining unit. There shall be a separate salary schedule for each specific work year (260-day, 222-day, 203-day) and classified substitutes. The SAEOP and Paraprofessional Employees' (SP) Salary Schedules are found in Appendices A-1 through A-4.

2. Salary Calculation

For 2018-2019, salaries shall be increased by 10.5 percent. The Classified Substitute rate will be increased by the same percentage.

3. Increments

Increments shall be granted to all eligible employees, subject to the following conditions:

- a. Eligible employees are defined as those who have completed at least three (3) consecutive months of uninterrupted regular District employment prior to September 1, of each year.
- b. 260-day employees must be permanently employed by the District on or before June 1 of the preceding academic year in order to be eligible for an increment.
- c. Employees who have a work year of less than 260 days must be permanently employed by the District on or before April 1 of the preceding academic year in order to be eligible for an increment.

4. Provisions for Summer Semester Salaries

- a. Positions in the summer semester programs shall be established through the classification procedures of Employment Services.
- b. Employees in the summer semester programs will be paid within the classification level (range) for the position they hold in the summer semester program. Step placement for such employees shall be as follows:
 - 1) A regular semester year employee who works in a summer semester program shall be compensated at the same step placement they held at the end of the school year immediately past.
 - 2) A new employee, including any summer semester employee who worked as a substitute/hourly employee during the school year immediately past, who works in a summer semester program shall be compensated at the first step within the classification level for the summer semester position.
- c. Compensation for summer semester employment shall be in accordance with the salary schedule in effect at the end of the school year immediately past.

SECTION B: Additional Compensation

1. Professional Certificates

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

Office employees in the unit who have earned the nationally recognized certificates and maintained a current certificate shall receive fifty-five (\$55) per month pro rata for each certificate in addition to their regular salaries each year. Employees who work 203 or 222 days per year will receive the monthly amount for ten (10) months and employees who work 260 days per year will receive the monthly amount for twelve (12) months. The certificates are: Professional Standards Program (PSP), Certificated Educational Secretary (CES), and Certificated Professional Secretary (CPS).

2. School Office Workload Recognition

The office environment of an elementary school requires that the office professionals become involved with student health, and before and after-school supervision. In recognition of these workload issues, annually at the end of each work year each 222-day Elementary Administrative Secretary will receive three (3) days per diem pay, and each 203-day Elementary School Assistant will receive three (3) days per diem pay. Elementary Office Workload Recognition pay applies equally to parallel job titles in K-8 and K-12 schools. At the beginning of the school year, secondary school office personnel will identify one employee as responsible for office health duties when the nurse is not present. That employee will also receive two (2) days per diem pay at the end of the work year. The district will make available mandated health duty training.

3. Substitutions and Peak Load Provisions

In the event any regularly employed classified employee is requested to substitute for another classified employee in a higher salary classification, it is expected that the employee will fill the position for temporary periods of time.

- a. No adjustment in salary will be made for substitutions of less than ten (10) consecutive working days duration, or for the substitution when an employee is on vacation unless the substitution is ten (10) or more work days and a position request for the adjustment is authorized.
- b. When the substitution is ten (10) or more consecutive working days the employee substituting will be compensated at the pay step of the higher classification which exceeds that employee's regular salary by a minimum of ten dollars (\$10), or the per diem for the rate if the individual were promoted to the position.
- c. Retroactive compensation from the first day of substitution at the rate indicated in Item b above will be made for substitutions of ten (10) or more consecutive workdays.

SECTION C: Group Insurance Provisions

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
 - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
 - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
 - c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- d. Employees who arrange and are approved for a job share will receive pro rata benefits.
- e. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.

2. Pooling

It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for classified employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

- a. The SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
- b. Any unutilized portion of the Group Insurance Fund Pool for classified employees of the SPS shall be computed annually by the SPS based on the December 1 payroll, with adjustments made for projected changes in classified employees' participation in group insurance programs.
- c. Figures used by the SPS to compute the annual cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
- d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of December 1 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning January 1 through August 31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION D: Payroll Deductions

- 1. It shall be an exclusive right of employees who are members of the Association and who are covered by this Agreement pursuant to Article I, Section B of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Association an assignment authorizing payroll deduction of membership dues and/or fees to the Association and to State and National organizations with which it is affiliated. Such authorization shall then be submitted to the District Payroll Services by the Association. The District Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than thirty (30) days after the submission of the authorization by the Association to the District Payroll Services. This authorization may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the Association to the District Payroll Services for use with new employees who join the staff during the year.
- 2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless such authorization is revoked by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction.

- a. The SEAs authorization of payroll deduction form shall clearly state that is shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.
 - b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the State and National organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of State or National professional organization dues and/or fees.
 4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association - Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
 5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
 6. Employees who are members of the Washington School Employees Credit Union of Washington or other similar financial institutions may authorize payroll deduction for Credit Union activities by presenting an authorization the deductions.
 7. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article IX,D, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION E: Travel Allowance/Travel Time

1. An employee who is authorized to use their personal vehicle on District business shall be compensated at the rate which is the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor or by the principal at the building level in accordance with the budget and the established rules, regulations and procedures of the District.
2. Employees authorized to utilize their personal vehicle on District business shall carry insurance in accordance with Washington State law. No staff member will be required to transport students in their personal vehicle.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

3. Employees assigned to two (2) or more buildings shall be granted at least one-half (1/2) hour travel time to go from one building assignment to another.

SECTION F: Tax Sheltered Annuities

The District shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION G: Provisions for Salaries

1. Each employee shall receive their salary in monthly installments on the first school business day of each month. During the months of July and August, salary warrants for an employee with a fully prorated salary shall be mailed to their home address or to a designated bank at the employee's request no later than the first school business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the district will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty day of September, 2015.

2. For individuals hired after the beginning of the work year, the corrected salary shall be paid pro rata for the remaining payments for that work year.
3. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of their right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article X Grievance Procedure.
4. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain employees in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

SECTION H: Substitute Provisions

1. Classified Substitutes:
 - a. A classified substitute who has served for at least six (6) months or worked a minimum of 160 hours, whichever is less, will be given appropriate consideration for open positions over out-of-District applicants. Consideration means that the most qualified substitute applicant will be forwarded to the hiring team prior to any outside candidate. If there are four or less internal applicants for the position, the two most qualified substitute applicants will be given an interview. Except for career ladder positions, an administrator may also determine that the person working in the long-term position has been successfully executing the job functions of the position and can interview for the position if minimum qualifications have been met. A substitute with fewer than six (6) months or 160 hours as a substitute may apply for positions open to out-of-District applicants but will not warrant special consideration.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- b. After forty-five (45) consecutive days in the same assignment, or continuous assignments in one building, classified substitutes shall be eligible for health care, retirement, and regular assignment pay. Eligibility shall be for a minimum of three (3) months or longer if they continue in that assignment(s) after the forty-fifth (45th) work day. The classified substitute will continue to receive health benefits through the end of the budget year if they continue working in the same assignment through the end of the work year.
 - c. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
 - d. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 hours for the previous year.
 - e. A continuous assignment can either be a single assignment or multiple assignments in the same school.
 - f. Medical insurance eligibility: when the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least ninety (90) days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.
2. Assignments:
- a. Only the District Substitute Service is authorized to make initial assignments.
 - b. Classified substitutes are released automatically at the end of the workday unless otherwise specified when the initial dispatch is made. If the service of the substitute is needed for an additional day(s), the building/program secretary will inform the substitute as well as the Substitute Service of the retention.
 - c. The District shall not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.
 - d. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District shall not use a classified substitute in lieu of regular classified professionals for more than forty (40) working days after a PCR is approved.
3. Request for a Specific Substitute:
- a. The District will advise employees in writing of the procedure(s) for requesting substitutes.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- b. A request for a specific substitute made by a regular full-time or part-time employee shall be honored, if possible, provided that:
 - 1) The name of the substitute requested is listed on the substitute roster, is qualified for the assignment, and is available; and,
 - 2) The Substitute Service dispatcher receives the request by telephone or in writing no later than 7:00 p.m. the day preceding the absence of the regular employee. The Substitute Service will make a reasonable effort to honor requests received after 7:00 p.m.
- 4. Unavailability: A classified substitute who will be unavailable for more than one (1) calendar week or five (5) consecutive working days should indicate the dates they are unavailable in the AESOP Substitute System.
- 5. Rate of Pay:
 - a. Substitute rates of pay are contained in Appendix A-4. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, they shall have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay provided, however, the employee will report for work within a reasonable time frame.
 - c. One (1) missed day within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
 - d. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
- 6. General Information:
 - a. The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion.
 - b. When a substitute is hired as a regular District employee into the position in which they have been serving as a substitute, the time served as a substitute in that position shall be counted in their seniority.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- c. A substitute may not be barred from a building/program unless the action is documented and gone through a disciplinary investigation as outlined in Article III and using the SEA/SPS jointly developed incident report form; and/or if the substitute has received an unsatisfactory evaluation using the evaluation found in Appendix J. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.
- d. A substitute working in a long-term position of more than sixty (60) days will be evaluated using the substitute evaluation found in Appendix J, at least once, by the site administrator, if requested.
- e. A substitute serving in one (1) single assignment for more than sixty (60) days, for someone on leave, shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment.
- f. Substitutes working in long term substitute positions may, with the approval of the administrator, take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C.2.c.

7. Substitute Unavailability Funds

- a. The SPS shall transfer to the school/program/office budget a sum equal to the appropriate daily substitute rate of pay for each occurrence during the school year when an SEA-represented substitute is requested using the normal process, but no substitute is available for the assignment, except when a substitute is called to cover for workshop attendance or other SPS initiated activities. The transfer of funds to schools/programs/offices will take place no later than two (2) months following the end of each quarter.
- b. Each school/program/office will have an emergency substitute plan in place that equitably distributes the responsibility for covering assignments when an SEA-represented substitute is not available.
- c. Each work year at the school/program/office level, employees in each SEA-represented bargaining unit will determine how to utilize the funds that are generated when they are impacted by substitute unavailability. Employees may decide on a policy to reimburse themselves for additional responsibilities when they are impacted by substitute unavailability, or they may determine another use for the funds.
- d. If employees decide on a reimbursement policy:
 - 1) The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.
 - 2) The total amount available for reimbursement when a classified employee is impacted by the unavailability of a certificated substitute is \$5 less than the daily certificated substitute rate.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- 3) The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.
 - 4) The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.
 - 5) The reimbursement structure will be based on an equal division of pay among those impacted, and not on the pay rates or employment status of those impacted.
 - 6) The impacted employee must keep a record of the time(s) they are impacted by SEA-represented substitute unavailability.
 - 7) The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.
8. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.

SECTION I: Transit Passes

Upon request, employees may purchase Orca passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE X: GRIEVANCE PROCEDURE

ARTICLE X: GRIEVANCE PROCEDURE

SECTION A: Purpose

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: Definitions

As used in this grievance procedure:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of written District regulations, rules, resolutions or District practices, and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the District covered by this Agreement having a grievance or the Seattle Association of Educational Office Professionals.
3. "Association" means the Seattle Education Association.
4. "Day" means a calendar day.
5. "Working day" means a day on the school calendar excluding holidays and Winter and Spring Vacations.

SECTION C: Initial Grievance Provisions

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly.

1. To expedite resolutions, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate District administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance

ARTICLE X: GRIEVANCE PROCEDURE

being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate District administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: Procedures

Step 1: Informal Discussion: The employee shall first take up a complaint or problem with their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for such conference.

1. The employee must notify the immediate administrative supervisor before the end of the informal discussion that they consider the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that they are expected to adhere to the grievance process as outlined below.
2. The immediate administrative supervisor may make a determination during the informal discussion and communicate their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
3. The immediate administrative supervisor may elect to provide their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.

Step 2: If the grievant is dissatisfied with the outcome of the informal private discussion(s), they may, within ten (10) working days after receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations (or its successor) with a copy to the immediate administrative supervisor.

1. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
2. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
3. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.

Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2 the grievant may, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.

1. The Department of Labor Relations will assign the grievance to an appropriate Central Administrator for review and conference at Step 3.
2. The formal conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.

ARTICLE X: GRIEVANCE PROCEDURE

3. A written response shall be mailed/given to the grievant by the designated Central Administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

Step 4: Arbitration: If the grievance is not adjusted to the satisfaction of the grievant under Step 3 within sixty (60) days after the Association's receipt of the copy of the Step 3 response, the Association may, within that time constraint, submit the grievance to binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: Expedited Arbitration

Procedure: Upon mutual consent of the SEA Executive Director and the District's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing within twenty (20) days of their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: Powers of the Arbitrator

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: Expenses of Arbitration

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests, and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: Supplemental Conditions

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.

ARTICLE X: GRIEVANCE PROCEDURE

2. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present their grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

ARTICLE XI: NO STRIKE CLAUSE

ARTICLE XI: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding such a situation.

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Michael Tamayo, SEA Vice President
Carrie Alefaio
Vaughan Amare
Celina Austin
Steven Alvarez
Matthew Baudhuin
Pamela Davis
DaZanne Davis-Porter
Davina Diaz
Maridith Dollente
Ann Dunbar
Kate Eads
Vallerie Fisher
Daniel Gross
Peter Henry
Len Hill
Carolyn Hostetler
Shelly Hurley
Gwendolyn Jimerson
Laura Lehni
Michael Melonson
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Stan Strasner
Dan Trinh
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

Leslie Harris, President
Rick Burke, Vice President
Jill Geary, Member at Large
Scott Pinkham
Eden Mack
Betty Patu
Zachary DeWolf

SPS No. 1 Negotiating Team

Sheryl Anderson-Moore, Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Keisha Scarlett
Amy Schwentor
Cashel Toner
Katherine Virga

Superintendent of Schools

Denise Juneau

In witness whereof, the parties hereto have executed this Agreement
on this _____ day of _____, 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

Phyllis Campano, President
Seattle Education Association

Denise Juneau
Superintendent, Seattle Public Schools

John Donaghy, Executive Director
Seattle Education Association

Clover Codd, Assistant Superintendent of
Human Resources, Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

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PREAMBLE

COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE PUBLIC SCHOOLS
and
SEATTLE EDUCATION ASSOCIATION

CERTIFICATED NON-SUPERVISORY EMPLOYEES

2018-2019

PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.
- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the Seattle Public Schools.
- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
 - 1. High expectations of and by students and adults
 - 2. High support from SEA and SPS
 - 3. High success for students and staff
 - 4. High trust in parents/guardians, students and staff
 - 5. High engagement of community and families
 - 6. High degree of openness
 - 7. High personalization to meet the unique needs of both students and staff
- E. To accomplish this, we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.
- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:

PREAMBLE

1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the Seattle Public Schools must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for Seattle Public Schools that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: PURPOSE

1. This Agreement is entered into this 1st day of September 2018, by and between the Seattle Public Schools (aka Seattle School District #1), hereinafter called the "SPS", and the Seattle Education Association, hereinafter called the "SEA."
2. The SPS and the SEA, as the exclusive representative of the certificated non-supervisory educational employees, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.59 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: STATUS OF THE AGREEMENTS

1. The SPS recognizes the SEA as the exclusive representative of certificated non-supervisory educational employees as defined in Chapter 41.59 RCW under the following titles: teacher; substitute; counselor; librarian; social worker; school psychologist; nurse; occupational therapist; physical therapist; speech language pathologist; vocational instructor; certificated classroom traffic education instructor; head teacher; house administrator; consulting teacher e.g., mentor; instructional coach; audiologist; and excluding the chief administrative officers of the SPS, confidential employees and supervisory employees as defined in Chapter 41.59 RCW. Any other certificated non-supervisory educational employees with position titles not listed above but paid on the Certificated Non-Supervisory Employee Salary Schedule shall be in the SEA unit. All duties of the kind customarily performed by the certificated non-supervisory educational employees operating under the direction/supervision of SPS personnel shall be performed only by SEA bargaining unit personnel, except by mutual agreement of the SPS and the SEA, provided, however, a Principal or Assistant Principal may fill in when a substitute is not available or they may conduct a class of their own as long as the duties do not become a primary part of their job or performing the work displaces an existing certificated non-supervisory educational employee. Persons rendering non-compensated voluntary service and/or short-term staff consultants are excluded from the bargaining unit.
2. When used herein the term "employee" shall refer to a certificated non-supervisory educational employee represented by the SEA as defined in item 1 above.
3. Throughout this Agreement certain rights are accorded to and certain functions are ascribed to the SEA. The SEA shall have the exclusive privileges and rights for members of its bargaining unit including the right to have payroll deduction of organization dues and fees and other deductions as mutually agreed in this Agreement and the right of representation in formal grievance hearings of employees pursuant to the provisions of the Grievance Procedure. The rights granted herein to the SEA in accordance with law shall not be granted to any competing employee organization.
4. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
5. Individual contracts for employees shall be in conformance with 28A.405.210, 28A.405.240, and 28A.405.900 RCW, and other applicable laws. The personnel rules, regulations and procedures contained in the individual contracts for employees shall not be in conflict with the provisions of this Agreement.
 - a. Each employee shall be the holder of a valid teaching, Educational Staff Associate (ESA) and/or vocational certificate issued by the State Board of Education.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

- b. The Board shall make a written individual employee contract with each employee in conformity with the provisions of this Agreement and the laws of the State.
 - c. As an Equal Opportunity Employer, the SPS shall continue to seek to obtain applications for employment from men and women in accordance with its Affirmative Action program. Yearly, the parties shall meet with a representative group of staff of color to discuss how, together, we can attract and retain staff of color.
 - d. Employees will be on the Certificated Non-Supervisory Employees Salary Schedule based on verification of credits and experience.
- 5. Unless otherwise provided herein, this Agreement shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries or employee benefits.
 - 6. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit areas of disagreement to PERC.

SECTION C: DURATION

- 1. The term of this Agreement shall be effective September 1, 2018 through August 31, 2019, provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this Agreement.
- 2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.59 RCW.
- 3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
- 4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION D: RENEGOTIATIONS

- 1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate on any issue during the term of this Agreement except as provided in this Agreement.
- 2. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

3. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or application shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.59 RCW.
4. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, 2019, written notice of the intent shall be given to the other party no sooner than March, but no later than April of the calendar year 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.59 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
5. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2018-2019 shall be printed by the SEA after the Agreement has been ratified and signed and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting it online.
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.
6. The SPS shall furnish upon request of officers or authorized representatives of the SEA any and all disclosable information, statistics, and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility.
7. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate extensive use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS must be carefully evaluated to keep expenditures within budgeted allocations. Requests beyond budgeted allocations shall be honored but the costs incurred shall be reimbursed by the SEA.
8. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process. The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.
- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
- h. Contractual_Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.
- i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.

SECTION E: COMMUNICATION RIGHTS AND PRIVILEGES

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the SPS.
2. The SEA may use SPS school buildings for meetings and to transact official business on school property at all reasonable times when custodians are normally on duty before and after school hours, provided that this shall not interfere with nor interrupt normal school operations as determined in consultation with the building principal/program manager or supervisor.
3. Any officer or authorized representative of the SEA, so designated by the SEA and identified to the Superintendent, shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at reasonable times when employees are not on duty, such as before and after work hours and at lunch time, during the employees planning time, or at other times by special arrangement through the principal or their designee, provided that this shall not interfere with nor interrupt normal school or business operations. In all instances, the authorized representative or representatives shall report to the school office and follow the normal sign-in procedures for visitors before they proceed through the building to any room. All the visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.
4. The SPS and the SEA agree that having SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business is to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA and SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION F: CONTRACT WAIVERS

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.

1. The requests must be for the purpose of implementing strategies for increasing academic achievement and tied to the building's/program's CSIP.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

2. The requests must include: (See Appendix R SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA-represented staff must vote to support the request);
 - c. Rationale for the waiver: Specifically, how will the waiver assist in increasing academic achievement, how will the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff be mitigated or addressed;
 - d. Duration of Waiver: Waiver requests may be for up to three years. Schools must review the waiver each year, and if the SEA-represented staff determine they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA-represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent for Human Resources.
 - e. Costs (if applicable);
 - f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other programs/buildings;
 - g. After the building has conducted its process, the Waiver Request Form must be signed by the SEA representative and the building principal.

The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month so the respective committees can process and make recommendations to their appropriate decision-making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent for Human Resources.

SECTION G: PAYROLL DEDUCTIONS

1. It shall be an exclusive right of employees who are members of the SEA and who are covered by this Agreement pursuant to Article I. B.1 of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the SEA an assignment authorizing payroll deduction of membership dues and/or fees in the SEA and to state and national organizations with which it is affiliated. The authorization shall be submitted to the SPS Payroll Services by the SEA. The SPS Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than thirty (30) days after submission of the authorization by the SEA to the SPS Payroll Services. This authorization may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the SEA to the SPS Payroll Services for use with new employees who join the corps during the year.
2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless the authorization is revoked-by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees, deductions and maintenance of membership are required conditions for authorizing payroll deduction.
 - a. The SEA's authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.

- b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. The SPS agrees to remit monthly all monies so deducted to the SEA accompanied by a list of employees from whose pay the deductions have been made. The SEA shall be responsible for remitting a portion of dues and/or fees to the state and national organizations with which it is affiliated when the dues have been authorized by the employee on an assignment of payroll deduction. The SPS shall be absolved by the SEA of all responsibility for accuracy and accounting of state or national professional organization dues and/or fees.
4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
6. Employees who are members of the School Employees Credit Union of Washington or similar financial institutions may authorize payroll deduction for Credit Union activities by presenting an authorization for the deductions to the Credit Union.
7. These provisions shall be applied without cost to the employee or Association.
8. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article I.G including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION H: SEA SECURITY

1. SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith.
2. Membership in the SEA, the legally recognized organization authorized to negotiate with the SPS, shall be in compliance with Chapter 41.59 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, gender, sexual orientation, gender expression or identity, marital status, age, disability, use of a trained guide dog or service animal, veteran or military status or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

4. The SPS shall furnish SEA with the name, work location, and contact information for all newly hired staff within that month, in addition to Article 1, Section H, 3.
5. SEA will have one continuous hour of presentation time at New Hire Orientation.
 - a. 30-minutes is dedicated to SEA to be used at their discretion,
 - b. 30-minutes will be used for partnership work between SEA and SPS, including but not limited to Peer Assistance and Review, Racial Equity Teams, Building Leadership Teams, Professional Development, PGES, and TPEP.
 - c. The Association will be placed on the agenda for any District orientation programs scheduled for newly hired employees. Such orientation will be on paid time. SEA may place Association information and forms in all new-hire District packets.

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

The SEA and the Seattle Public Schools continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and the SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best effort to assure that the Committee reflects racial and ethnic diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. Convene monthly.
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student learning.
- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase racial equity and reduce disproportionality in an effort to align and coordinate initiatives.
- d. Identify human and financial resources that could support school-level and District-level initiatives.
- e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

- f. Disproportionate discipline and the achievement and opportunity gap are present in every school, and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
 - g. Screen applications and select the schools for Racial Equity Teams by week 6 of the start of the school year, review the work of building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
 - h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
 - i. The District will set aside at least one-half day of a District Contractual day for training related to racial equity each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
 - j. Ensure that ongoing training on implicit bias and on Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
 - k. Review SPS progress on recruiting and retaining educators of color, and make recommendations as appropriate.
 - l. Review the SPS Racial Equity Analysis Tool and adapt as needed for use by BLTs/PLTs.
2. The Leadership Committee
- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.
 - b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.
 - c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments, state as well as common District assessments: AP and IB course completion rates; length of time attending SPS; and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.
3. The Labor-Management Committee

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

- a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
 - b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent for Human Resources, including the Labor Relations Executive Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Executive Director of Labor Relations will determine the agenda for these meetings.
4. Building Leadership Teams/Program Leadership Teams
- a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Teams and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.
 - b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five (5) elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.
 - 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Assistant Superintendent for Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
 - c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:
 - 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students.

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For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.

- 2) A school-wide/program-wide professional development plan that reflects racial equity commitments and support the CSIP/plan.
 - 3) The school's /program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
 - e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
 - f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedures Manuals.
 - g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
 - h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
 - i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.
 - j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
 - k. When a staff, following the school's/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an

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attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) work days from the date that the issues are initially raised.

5. Building Racial Equity Teams/Program Racial Equity Teams

- a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend, at least 10 additional teams will be added in 2018-2019.
- b. The Racial Equity Team will consist of at least:
 - 1) A building administrator/program supervisor, and
 - 2) At least four (4) SEA-represented staff. One of the four (4) seats will be designated for classified SEA-represented staff. Schools are encouraged to include staff members from Special Education and English Language Learning Departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one Paraprofessional and one SAEOP.

Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

- 3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic diversity of the school/program staff and school community.
- c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or cochaired by a SEA-represented member and a building administrator/program supervisor.
- d. The work of the Racial Equity Team may be combined with other school or program committees.
- e. The responsibilities of the Racial Equity Team are to:
 - 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality.

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- 2) Review the District's recommendations on best practices and recommended initiatives.
 - 3) Review school/program data on disproportionality in discipline and other areas.
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways.
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race.
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity.
 - 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals.
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity.
- f. The District will convene all Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of Racial Equity Advancement and SEA Center for Race and Equity.
- g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.
6. Instructional Councils, Cabinets or Faculty Representatives:
- a. Instructional Councils, Cabinets or other faculty representative organizations in instructional settings are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation, and evaluation of instructional strategies. In non-instructional settings where staff meetings are held, support personnel may place appropriate items on the agenda of their staff meetings.
 - b. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:
 - 1) Goals, objectives and standards in instruction and conduct;
 - 2) Program development, implementation and program evaluation;
 - 3) Scheduling and allocation of personnel;
 - 4) Budget allocations; and,
 - 5) An instructional program that is based upon input from local citizen groups, academic sources, SPS philosophy, and consistent with SPS goals.
 - c. The recommendations of the faculty representative organization within an instructional setting shall become the accepted rules, regulations and procedures for that building upon approval of the building principal/program manager.

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- d. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.
- e. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations and procedures.
- f. Membership in the faculty representative organization shall be determined at the building level through consultation between the faculty and building administration. Membership in the faculty representative organization at the secondary levels shall include as a minimum the following: curricular department heads or team leaders, head counselor, head librarian, at least one (1) representative of Special Programs, Bilingual Education, or Special Education at the building level, and the building principal/program manager or their designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.
- g. In providing orderly procedures for the introduction and evaluation of building level experimental and innovative programs in instructional settings, the faculty representative organization shall be utilized and shall prepare recommendations for implementation and evaluation. In making the recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of a program shall determine the effectiveness of the program.
- h. Officers of the faculty representative organization shall be selected by members of the organization.
- i. The faculty representative organization shall meet during the employee workday.
- j. A representative from each of the categories of Special Education will serve on the SPS Teacher Advisory Committee subject to minority representation. These representatives are selected by the members for each Special Education category. These representatives shall serve in an advisory capacity to the Special Education Department. The members of the advisory committee may place items on the agenda. The SEA Special Education Committee may appoint a representative to serve as a member of the Committee.

SECTION B: DECISIONS REGARDING USE OF TIME FOR PROFESSIONAL DEVELOPMENT AND DECISION MAKING:

- 1. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
 - a. The equivalent of two (2) scheduled contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
 - b. Decisions will be made by the building/program through the building/program decision-making matrix. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff will resolve the matter as to the use of the days identified above using the building/program decision-making matrix.

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2. Two contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
3. The final contractual day will be a SPS-directed day for professional development.
4. There is an expectation by the parties that all employees, including part-time employees, will fully participate in these mandatory days. An employee who, due to illness or injury, is unable to attend a mandatory day activity shall complete a leave slip for time missed. It is the employee's responsibility to arrange for and acquire the information or training that was provided on the mandatory time. Curricula or policy decisions made by the staff while an employee is absent will be adhered to by the employee.
5. Staff may substitute an alternative contractual activity if they are unable to attend activities during the scheduled day(s)/hours because of illness or personal emergency or if previous experience in the topic or alternative instructional needs suggest a better use for the contractual hours. A request to substitute because of prior experience or alternative instructional needs requires prior approval by the BLT. Substitutions because of illness or personal emergency will be developed and approved by the BLT on the return of the individual. Absence from professional development or site decision activities on contractual day, waiver or early release days will be charged to paid or unpaid leaves as appropriate, unless an alternative is agreed to between the individual and principal/supervisor. Any alternative must be consistent with the original purpose of the days.
6. ESA staff may choose to attend the building-based professional development where they are assigned or a district-wide professional development activity geared towards their classification. Other employees may also attend district-wide professional development opportunities when site based professional development does not pertain to their classification/job title. Before deciding on a professional development activity, employees will consult with their supervisor or principal about which activity to attend.
7. The SPS shall provide \$3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
8. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: PROFESSIONAL DEVELOPMENT STEERING COMMITTEE

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ensure that the building has a realistic implementation plan, including time and follow-up support.

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- c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
 - f. The Steering committee may form joint sub-committees or task forces as needs are identified. These sub-committees or task forces will be provided with clear guidance as to task, role, timing and support.
2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals
- a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.
 - c. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - d. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.
3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPS in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for

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which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.

- a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
 - b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. Cultural literacy:
- a. The goal is to ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff bring to SPS and will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community, adult learning models designed to infuse all staff development and decision-making processes with culturally responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.
 - c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.
5. SPS developed a Professional Development Plan (PDP) to ensure employee accessibility to differentiated, integrated high quality professional development offerings that are aligned with SPS' Strategic Plan. The PDP offers on-going activities reflective of a five-year plus professional development continuum. The PDP builds upon professional development that has already taken place over the past years. The PDP will be updated as needs change. SPS will use a collaborative process for making changes to the PDP and will coordinate this process with the Joint Professional Development Steering Committee.
- a. The PDP categorizes professional development by Required and Recommended components. Each of these components has Essential Elements of Teaching integrated within every professional development course.
 - b. The PDP is differentiated to meet employee needs based on their assignment and experience as well needs identified in school CSIPs.
 - c. All employees will be required to engage in on-going professional development.
 - d. In collaboration with the building administrator, CNS new to SPS will select the order for taking required course offerings. Initial professional development may be waived in collaboration with the building administrator.
 - e. Employees will not be obligated to take more than twenty-four (24) hours of SPS-required professional development in a school year. Based upon available funding, SPS will pay for all SPS-required professional development courses. When funding is not available, employees will be notified and will not be required to fulfill this requirement.

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- 1) For purposes of this section only, a school year begins on September 1 and runs through August 31 of the succeeding year.
 - 2) Employees may opt to take more than twenty-four (24) hours of required courses up to a maximum of forty-two (42) hours.
 - 3) If employees have completed all required courses the above section is waived.
- f. School - embedded professional development will continue to be decided by staff using their site-based plans. Required professional development, with the exception of two days of District required Common Core and/or 21st Century Skills professional development, will be offered during school time as well as after school hours and during the summer. In order to effectively implement Common Core State Standards and 21st Century Skills by 2014-2015; for 2013-2014, all teachers will be required to attend a minimum of two (2) full-day District sessions offered during the school day on Common core and/or 21st Century Skills. Because elementary teachers must teach both content areas (Math and ELA), those who teach grades 3-5 will be required to do an additional two days of training which will be offered as outlined in this section. Employees are encouraged to use building-based professional development days for required courses.
6. Professional in-service courses will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibility. Professional Development courses shall be made available at no cost except for material and transportation fees connected with participation in the course. A penalty fee may be charged for enrollees who do not complete a course.
 7. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model.
 8. The employee and building principal/program manager or supervisor should examine the Professional Development courses offered for the purpose of relating the courses to be taken to the employee's current or planned professional assignment.
 9. Any professional in-service course may be taken for personal enrichment purposes on a space-available basis.
 10. All material, tuition, or transportation fees for college extension courses shall be paid by the employee.
 11. Where feasible and possible, in-service courses shall be designed and offered for clock hours or college extension credit, with clock hours or tuition cost paid by the employee.
 12. Whenever possible, courses shall be offered in the geographical location most convenient for those employees participating.
 13. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating.
 14. Sufficient time shall be allowed for employees to reach professional classes, even if participants must leave their buildings early, though not earlier than the regular dismissal of classes.
 15. Workshops and/or Professional Development Programs initiated and established by administration with required attendance normally shall be conducted at times so as to minimize disruption of the school program within schools and with a minimum time requirement for those employees involved. Some professional development resulting from legal requirements of the SPS will be planned to

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meet those legal requirements. Workshops and Professional Development Programs, other than regular professional development programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article IV, Section G.

16. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and professional development conferences which call for significant or substantial time in excess of the employee school workday.
17. When new teaching skills are required within existing Special Education programs, the SPS shall provide and/or facilitate training at no cost to the employee. If new skills are required for new Special Education programs, the SPS shall provide for or facilitate the training.

Employees who serve students with disabilities and prepare IEP's shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Special Education Department with an agenda that provides in-service opportunity tied to the development of IEPs.

18. The SPS and the SEA agree to abide by the provisions of RCW 28A.415.250 with reference to the Mentor Teacher Program.
19. Each school will establish a process for determining the use of the staff development days. The plan for the utilization of the staff development days must fulfill the needs and requirements of the SPS. Employees shall be afforded authentic participation in the development of the plan for utilization of the staff development days.
20. In an effort to support teachers new to the profession or new to the district, SPS will:
 - a. Mentor teachers new to the profession using the STAR Program outlined in Section D.
 - b. Provide a complementary building-based mentor program for all employees new to the SPS.
 - c. Have each building Identify and develop other ways to increase capacity of building staff to help colleagues.
 - d. Support the efforts of employees achieving their Professional Certification, including negotiating with higher education institutions to provide the classes, credits and content within the SPS and with SPS employees providing the instruction.
 - e. Make sure the needs of substitute educators new to the SPS or new to teaching or their long-term assignment will be addressed
21. SPS will provide a targeted support fund of up to \$500 for each employee who has been evaluated as Unsatisfactory or who is on a support plan triggered by low student growth. The fund, which will be under the guidance of the employee's evaluator, will be for evaluative areas targeted in the employee's improvement plan. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the employee's evaluation as in need of improvement; or for other expenditures approved by the evaluator. Building principals must issue final approval for any support fund expenditure.

SECTION D: PROFESSIONAL GROWTH AND EDUCATOR SUPPORT (PGES) COMMITTEE

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

The following shared vision will guide the work of the PGE Committee:

1. Seattle Public School Educators believe that education is a civil right. Our *Professional Growth and Educator Support System* (PGES) is transparent, collaborative, and equitable. The system is designed and managed by those who work closest with students. The purpose ensures professional learning is fair, growth oriented, and centered on quality student learning for all.
2. The parties agree that the Professional Growth and Educator Support (PGE) Committee will monitor and guide the implementation of all components of the Professional Growth and Educator Support System (PGES), including:
 - a. Foundational Coursework
 - b. Career Ladder Program
 - c. Consulting Teachers (formerly STAR and ESCTs)
 - d. The PAR Panel (Peer Assistance and Review Panel)
 - e. The state-mandated teacher evaluation systems (TPEP) and the state online evaluation tool (eVAL)
3. The committee will gather feedback and recommend adjustments to the system and applicable forms and quick guides, as needed.
4. The PGES Committee will consist of twelve (12) members (six (6) selected by SEA and six (6) selected by SPS).
5. The following operating beliefs will guide the PGES Committee:
 - a. The purpose of evaluation is to help strengthen educators in their practice to maintain a professional standard.
 - b. Our professional Growth System should be grounded in racial equity, cultural responsiveness, identity safety and strategies to eliminate the opportunity gap.
 - c. Schools are lifelong learning communities, where continuous professional development and growth are practiced.
 - d. Data are one source of information to assist educators in reflecting on student learning, classroom environment and instruction. A clear understanding of both the usefulness and limitations of data is critical to evaluation and goal setting.
 - e. A safe learning environment for students and teachers is where innovation is encouraged and professional judgement is respected. Concise and consistent communication among all parties involved in evaluation is critical.

SECTION E: CREATIVE APPROACH SCHOOLS

SPS and SEA agree that school staffs and communities know the needs of their students' best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.
3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix R.
 - a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.
 - f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
 - a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.
 - d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach School

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.

- e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.
6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event that a program is not budget neutral, the District may discontinue the program.
11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three (3) of the implementation.
12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating Creative Approach Schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and the School Board.

SECTION F: THE ASSESSMENT COMMITTEE

1. SEA and the District agree that tests required by federal or state law are exempted from this section, except for section 7.a, Minimizing Disruptions.
2. SEA and the District agree that closing the achievement gap is a complex endeavor that requires many different interventions that target direct and indirect causes.
3. SEA and the District agree that student achievement may be impacted whenever instructional time or student access to resources, such as libraries and computer labs, is disrupted.
4. SEA and the District agree that assessment plays a key role in supporting student achievement.

ARTICLE II: PARTNERSHIP FOR CLOSING THE OPPORTUNITY GAP

5. SEA and the District agree that student assessment is a complex issue that has many different dimensions and impacts students, teachers, and support staff in a variety of ways.
6. SEA and the District agree that no additional District-mandated assessments will be added after a District-wide annual assessment calendar has been approved by the superintendent. Building faculty and administrators may adopt additional assessments in their buildings by working through their building's decision-making process.
7. SEA and the District agree that the Assessment Committee will address a range of issues related to the annual assessment calendar as described below and will focus on making recommendations to the Superintendent in the following areas:
 - a. Minimizing Disruptions: Developing recommendations for reducing the impact of testing on instructional time and student access to resources, such as libraries and computer labs;
 - b. Assessment Review: Reviewing and identifying standardized or common assessments, to recommend for building, regional, or district-wide use.
 - 1) The committee's recommendations will be presented in writing to the Superintendent. That writing must contain a discussion of why the assessment was chosen, and why the test is valid, reliable, and unbiased.
 - 2) The committee will consider the needs of SPED and ELL students.
 - 3) District-wide Annual Assessment Calendar: Each year of this contract, the committee will collaborate with Research Evaluation & Assessment staff to develop a proposed District-wide annual assessment calendar for the upcoming academic year. A draft will be produced no later than May 1. The District-wide assessment calendar will be finalized by August 15.
 - 4) Committee Composition: The Assessment Committee will consist of three (3) members appointed by SPS and five (5) members appointed by the SEA. The parties will make their best effort to assure that the Committee reflects the racial and ethnic composition of the District.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION A: ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel, and staffing shall be determined and administered by the SPS through the policies, procedures, and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which the authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based, decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: NONDISCRIMINATION RIGHTS

There shall be no unlawful discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, national origin, veteran or military status, or because of their membership or non-membership in employee organizations or in their exercise of other rights including union representation under Chapter 41.59 RCW, Educational Employment Relations Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties. Procedures for handling sexual harassment complaints will be in accordance with SPS's sexual harassment policy.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.
3. There shall be no discrimination against any employee in respect to assignment, promotion or condition of work due to high position on the salary schedule.
4. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
5. There shall be no discrimination against any employee for using the grievance procedure.

SECTION C: REPRESENTATION RIGHTS AND DUE PROCESS

1. An employee who has received a written communication from their supervisor indicating deficiencies requiring improvement, at the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
2. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.

3. The Annual Performance Evaluation and evaluation conferences conducted by the building principal/program manager or supervisor in the evaluation process are specifically excluded from these provisions, except that subsequent discussions of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions.
4. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the District unless this disclosure would compromise the District's investigation.
5. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, oral warning, written warning or reprimand, suspension and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION D: EMPLOYEE PERSONNEL FILES

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant

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supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.

5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.
6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations, and procedures of the SPS.
7. All materials related to an employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year, except that the observation report form (see Appendix J) for those employees determined to be unsatisfactory and/or in need of improvement or a performance improvement plan may be retained in the building until the employee's performance has improved as set forth in the observation report form. However, observation report forms for those employees determined to be in need of improvement may not be retained at the building beyond twelve (12) months following the completion of the next school year's performance evaluation.
8. College/university credentials that are confidential shall be handled as directed by the college/university after employment is approved by the SPS Board.
9. Materials reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character, or personality may be:
 - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of the employees written personnel records.
 - b. Pursued by use of the grievance procedure.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed.
10. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
11. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION E: ACADEMIC FREEDOM

1. The exercise of full rights of citizenship is guaranteed by the SPS for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within their professional group. The freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current SPS authorized course of study and SPS rules and regulations which each member of the profession must accept.
2. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:
 - a. A commitment to support the Constitution of the United States;

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- b. A concern for the welfare, growth, and development of children; and,
 - c. An insistence upon objective scholarship.
3. The professional staff shall assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education.
 4. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.
 5. No single instructional philosophy or technique is prescribed by the SPS for the instruction of a Special Education student.
 6. The SPS agrees to conform to the School Board policy concerning ownership provisions of copyright materials.
 7. Employees will have the right to determine grades and evaluation of students. If asked by an administrator due to parent or student inquiry, concern or complaint, the employee will provide the background to the administrator on how the grade was determined. In addition, if the administrator determines that a meeting between the parent/student and the employee is needed, the employee will participate in the meeting.

SECTION F: CLASSROOM CONTROL

1. The SPS shall support and uphold employees in their efforts to maintain a sound learning environment. Using professional judgment, the employee shall request assistance if a student substantially disrupts the classroom environment and shall provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.
2. Consistent with SPS discipline procedures, the principal and certificated employees of each building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform enforcement of those standards. (WAC 392-400-225 (1)(b)).
3. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by their behavior is substantially disrupting the classroom environment may be removed from a class pending action by the SPS, subject to the provisions of SPS regulations and procedures in accordance with State law and Chapter 392-400 WAC. Students shall be removed from the classroom only for the violation of established rules as set forth in the SPS Statement of Rights and Responsibilities, the laws of the State of Washington, Chapter 392-400 WAC, or the rules and regulations of the SPS and the Federal Government.
4. A student may be removed immediately from a class, subject or activity by a certificated teacher and sent to the building principal/program manager or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or is an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to Chapter 392-400 WAC as now or hereafter amended.

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5. The student shall remain out of the class, subject or activity only until the danger or threat ceases or until the building principal/program manager or other designated school authority acts to impose discipline or short-term suspension, initiates a long-term suspension or expulsion, or imposes an emergency expulsion.
6. The building administrator will utilize written recommendations from employees in their deliberations relative to potential student classroom suspensions and expulsions.
7. When a student is returned to school following temporary removal or suspension from school or from a class, subject or school activity, the administrator, in consultation with the employee(s), shall specify in writing the conditions, if any, for the student to return.
8. Prior to the time the student is returned to the class(s), subject(s) or activity(s), the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated.
9. Parents and/or guardians shall be adequately informed of the classroom behavior of their children so they may take corrective measures where necessary.
10. The SPS will continue to provide classes and programs for students who are unable to profit from the regular educational program.
11. All visitors shall obtain the approval of the principal/program manager or their designee, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect a request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. Each school shall develop a plan to accommodate visitors during the spring assignment process. Prior to the adoption of the plan, the principal/program manager shall seek input from staff and parents. This does not apply to classroom visits by SPS personnel.

SECTION G: EMPLOYEE PROTECTION

1. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, within twenty-four hours, they should pass this information along to the classroom teacher, and other non-supervisory certificated staff who regularly work with the students as long as the dissemination does not breach any legal requirements concerning confidentiality. This requirement may be waived if there are specific legal restrictions on the ability of the SPS to inform the staff.
2. When new students transfer into the District, SPS will make contact with the previous school to obtain any pertinent information that may be of concern to the staff at the receiving school. This information should be provided within twenty-four hours to all staff who regularly work with the student if it is not immediately accessible upon the time of registration.
3. Employees have the right to call 911 in emergency or threatening situations. After making the 911 call the employee will notify the supervisor or identified emergency building contact should the supervisor be out of the building. Principals/supervisors will notify the staff of the person (s) to contact when they are leaving the worksite.
4. Employees shall be trained by the SPS prior to being assigned to insert catheters or perform other required medical procedures.
5. Employees shall be trained by the SPS prior to being assigned to dispense medication. All dispensing of medication will be in accordance with the law.

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SECTION H: SAFETY AND SECURITY

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures; including student discipline procedures, to make certain that schools are safe and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

SPS and SEA agree that employees should not have to be subjected to parents/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.
 - b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.
 - d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.

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- e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of “no tolerance” for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.
- a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.
 - b. Weapons.
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline
 - 3) Items That Appear to Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.
 - 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).
 - 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or

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- b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
- 4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.
- 5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.
 - a. Consequences
 - 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:
 - a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
 - 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
 - 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
 - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
 - 5) The principal will be responsible for distribution to impacted staff.
 - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
 - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
 - 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
 - 9) The student's parents or guardians will be promptly informed of the incident.
 - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to readmittance to a new regular Seattle Public School.
 - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
 - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
 - 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing their duties will be prosecuted to the fullest extent provided by law.
7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.
9. Health and Safety Needs:
 - a. The SPS shall provide a safe and healthy workplace per State law, WAC 296-24-020.
 - b. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
 - c. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five (5) working days after the District has knowledge that it has failed an environmental test.
10. HIV/AIDS, Hepatitis B Training and Inoculation Requirements:
 - a. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
 - b. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION I: NO REPRISAL FOR DISCLOSING MISDEEDS

The SPS agrees to abide by the SPS Whistleblower Policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein, or the

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

SECTION A: COMPENSATION

For 2018-19, total compensation shall be paid as:

1. Base contract of 180 days. See Appendix A for the 2018-2019 salary schedule.
2. Responsibility and incentive supplemental contract for additional responsibilities and incentives. See Appendix D for the 2018-2019 supplemental contract.
3. A supplemental contract for five (5) additional mandatory in-service contract days. The five (5) contractual days are scheduled in accordance with Article II, Section B. See Appendix D for the 2018-2019 supplemental contract.
4. Thirty -two (32) hours for technology learning time for the acquisition and integration of technology competencies, payable through the Technology Attestation form. See Appendix S for the 2018-2019 form.
5. Increments and lane changes subject to meeting the lane criteria will be granted each year.
6. Salary increases for substitute educators will be at 10.5%.

SECTION B: BASIC EMPLOYMENT CONTRACT AND EMPLOYEE RESPONSIBILITIES

1. Employees receive a basic contract for 180 days of work. For certificated non-supervisory employees who have continuing contract rights under RCW 28A.405, a continuing contract will be issued and renewed annually, unless the contract is non-renewed or terminated by the Superintendent as allowed under RCW 28A.405. Employees must sign and return their first certificated non-supervisory continuing contract. Thereafter, continuing contracts will be issued to an employee and are deemed accepted by the employee after fourteen (14) days of issuance, unless the employee resigns in writing at any time prior to the expiration of the 14-day period.

Provisional employees must sign and return a provisional employment contract every school year they are employed by the district.

Employees may resign their contract through July 1. Thereafter, the employee may only be released from contract by the SPS Board of Directors.

2. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and their supervisor so long as State requirements are met.
3. The requirements for fulfilling the basic contract are as follows – Plan for and deliver or support quality instruction for students:
 - a. Plan daily lessons and implement SPS curriculum as outlined in the site's CSIP, SPS curriculum documents, and State competencies, including use of various instructional strategies and resources. Specialists plan and provide meaningful program activities that support student progress toward building, SPS and State goals.
 - b. Provide meaningful and engaging instruction during available instructional time.
 - c. Administer assessments and use the results to inform instructional planning, modify lessons or instructional style to meet individual needs of students.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- d. Maintain in a timely manner all required reports including such items as grade books, attendance, necessary data collection and anecdotal record keeping.
- e. Adhere to Washington Administrative Code, State and federal requirements and SPS policy (for example: Vocational Education Programs, Special Education Programs, and 504 Plans).
- f. Create and provide a culturally responsive learning environment that acknowledges all students.
- g. Participate in staff meetings. Within a building/program, employee and departmental or grade level meetings are necessary to provide and receive information that may include sharing in decisions related to site issues. Building/programs will decide how best to use staff and departmental/grade meeting time to address issues identified by the staff or administration. Emergency meetings will be called whenever conditions require.
- h. Communicate with parents/guardian.
- i. Parent/guardian involvement is an essential element of student growth and positive community relationships.
- j. Employees will participate in site decisions for parent/guardian communications and meetings.
- k. Employees will maintain contact with parents/guardians, return phone calls, notes, or e-mails, and be proactive when dealing with student concerns (such as discipline, low achievement, etc.).
- l. While the preferred time to meet with parents is during the ½ hour before or after school, or during PCP time, meetings may, on occasion, have to be scheduled outside of the normal workday without additional compensation. Employees will schedule and attend these conferences with parents/guardians. Building plans may include flexible time scheduling to accommodate after-hour conferences. Supervisors will support staff in efforts to keep parent/guardian meetings within the workday where practical.
- m. Supervise students. Employees are an integral part of ensuring the safety and well-being of students while on campus, including assemblies, recesses, and before/after school. Building crises, site, and activity plans, as developed by the building/program employees, will include defining responsibilities for employee supervision. Employees will communicate concerns about students and report unsafe conditions, and suspected child neglect/ abuse; or events such as fights, bullying, harassment, threats, or violations of the discipline policy to the appropriate people or agency in a timely manner. Buildings have an obligation to have safety, student supervision, and student discipline plans.
- n. Professional growth. Employees will stay current on educational issues, keep updated in subject area(s), and maintain certification or work toward proper certification.

SECTION C: TYPES OF EMPLOYEE CONTRACTS

1. There shall be an individual Employee Contract and a Supplemental Contract(s), in conformity with Washington State law and rules and regulations of the SPS and the Seattle School Board.

As an incentive to know certificated vacancies for the following school year as early as possible, the District will provide a \$300 bonus payment to anyone with five (5) years of experience or more who notifies the District by February 1 of the current year that they will be leaving the District at the end of

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

the school year. The payment and notification will be non-revocable and will not count towards retirement calculations.

2. Non-Continuing Contracts

- a. Certificated employees hired by the SPS to replace employees who have been granted official SPS leaves shall be contracted not to exceed one (1) year in accordance with RCW 28A.405.900 and shall receive fringe benefits in accordance with this Agreement. Employees on non-continuing contracts will be evaluated as if they were employees with provisional contracts.
- b. The SPS will annually review the status of all individuals who are on non-continuing contracts. If the number of individuals who are on non-continuing contracts exceeds the number of employees on leave, the SPS will offer provisional or continuing contracts to a number of non-continuing contracted employees. The number of employees who will be offered provisional or continuing contracts shall be equal to the difference between the number of non-continuing employees and the number of employees on leave, who have a guaranteed right to be placed in the displacement pool when they return from leave. The SPS will provide the SEA with a list of those employees who have been offered provisional or continuing contracts. The list shall be provided to the SEA by March 16th of each year. The following procedure will be followed:
 - 1) In January or early February, principals/program managers are asked to make recommendations for conversion of their non-continuing contracted employees.
 - 2) Employees on non-continuing contracts who are not recommended are immediately balanced against a person on leave who has the same category as they do.
 - 3) The remaining employees on leave are analyzed, by categories, to determine how many there are in the various teaching areas; i.e., special education, elementary education, etc.
- c. Each person on a non-continuing contract is balanced against a person on leave who has the same category. If there are more non-continuing contracts with the same categories than there are people on leave, employees are converted to either a provisional 1, provisional 2, or continuing contract (depending upon experience).
- d. Conversions are based upon the following criteria:
 - 1) principal/program manager recommendation
 - 2) date of employment
 - 3) diversity
 - 4) SPS need
 - 5) certification flexibility
 - 6) unique skills and expertise
- e. In March, during the staffing process, principals/program managers shall staff their recommended non-continuing contracts into their vacancies. These staff will then receive provisional or continuing contracts based upon years of experience in Washington State retroactive to their start date in the current school year.

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- f. The remaining non-continuing contracts that are recommended but not converted are analyzed against the SPS's needs and converted to the displaced/unassigned pool, if appropriate.
3. At the time of employment, each new employee shall receive the following materials as part of the sign-up process conducted by Human Resources. The SEA shall be provided the opportunity to participate in the sign-up process.
 - a. The Employee Contract in duplicate. The Employee Contract will be mailed to the new employee approximately one week after they complete the sign-up process. One (1) copy is retained by the employee and one (1) signed copy returned to the Human Resources;
 - b. A copy of the Certificated Non-Supervisory Employees Salary Schedule with the salary placement marked;
 - c. A copy of the current Collective Bargaining Contract Agreement Between SPS and SEA;
 - d. A copy of the SPS's GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instructions regarding enrollment procedures, information for contacting the SPS insurance consultant, and an explanation of the SPS's contributions to the premiums. Enrollment or waiver cards must be returned to the Human Resources no later than thirty-one (31) calendar days from the employee's first day of duty.
 - e. A notice regarding the SEA Security Clause.
4. A training module regarding expectations concerning touching, sexual and racial harassment, and cultural literacy expectations will be part of the employee orientation.
5. The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) days after the beginning of service.
6. The SPS will maintain a Section 125 Plan as authorized by law.

SECTION D: RESPONSIBILITY AND INCENTIVE SUPPLEMENTAL CONTRACT

SPS and SEA recognize that the State has not yet clearly defined the activities that make up the State's program of basic education. Once the State has finalized its definition, SPS and SEA will identify the instructional activities and responsibilities that are key components to student success. To ensure that SPS provides competitive wages and to allow the inclusion of additional responsibility or incentive compensation, the 2018-19 salary schedule includes a responsibility/incentive supplement contract for the following purposes:

1. The success of the SPS is dependent upon hiring and retaining the highest quality employees.
2. The employees of the SPS should be treated as professionals and trusted to use their professional judgment to accomplish the responsibilities expected by their profession, the SPS and the SEA.
3. Successfully providing all students with a quality education requires staff to recognize that students have prior experiences that frame their worldview and to create and provide a culturally responsive learning environment that acknowledges that all students:
 - a. Are life-long learners

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- b. Can academically achieve at high levels when they are appropriately taught and encouraged; when resources are available that support high expectations for learning; and, when there is strong family and community support
 - c. Are entitled to learn in multicultural context
4. Providing a quality education for all students requires from employees a commitment to the profession beyond the basic contract, normal workday hours and school year:
- a. The additional commitment required of employees cannot be accurately measured in hours or days; nonetheless, the parties are clear that employees are not being asked to work "24-7";
 - b. In meeting their individual responsibilities, the time necessary to fulfill those responsibilities may vary between one employee and another employee;
5. Payment will be made in equal monthly installments as part of the regular paycheck. A part-time or late-hire employee will receive a pro rata share of this ~~TRR~~ supplemental contract, except as modified by mandatory days, based on the employee's full-time equivalency (FTE).
6. The self-directed portion of the supplemental responsibility contract (TRI) recognizes that employees will provide a professionally responsible and reasonable level of service in the following areas that are above the basic contract:
- a. Preparation for school opening, including preparation for the classroom or workspace before, after and during the school year for quality instruction and support of instruction;
 - b. Work connected with the conclusion of the school year or grading period with grades and related paperwork will be submitted within five (5) workdays from the last student day of the grading period;
 - c. Conferencing/communicating with students or parents/guardians at reasonable times;
 - d. Supporting school/student activities such as dances, concerts, sporting events and performances as chosen by the employee;
 - e. Providing individual help to students when able;
 - f. Analyzing data and evaluating student work;
 - g. Participating in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences or seminars or participating in action research projects as chosen by the employee;
 - h. Researching and acquiring educational materials and supplies;
 - i. Preparing, revising, and replacing materials;
 - j. Planning with other employees in areas of instruction, curriculum and assessment;
 - k. Working with computers and other technology as related to educational uses;
 - l. Attending SPS and/or school-connected meetings and governance such as PTSA, etc., as chosen by the employee;
 - m. Participating in the development of a school plan or other building activities or committees;

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- n. Participating in a reasonable number of IEP and Section 504 meetings and communicating with parents/guardian and students.

SECTION E: MANDATORY EXTRA CONTRACTUAL DAYS

1. The mandatory contractual day of the supplemental responsibility contract covers participation in scheduled meetings and professional development as follows:
 - a. Under the supplemental contract the employee will be required to participate in the following scheduled activities:
 - 1) One (1) SPS scheduled contractual days. The SPS may choose to provide flexibility on the use of all or part of this day.
 - 2) One (1) building directed contractual day as outlined in Article II, Section B, 2 and two (2) building directed contractual days or the equivalent in hours (for these purposes a day is 8 hours) as outlined in Article II, Section B. 1. a.
 - 3) One (1) contractual day is calendared before the first student day for building business and classroom/worksite preparation
 - b. Part-time staff will receive a full day's pay for any full days worked. Part-time staff will submit time sheets for the portion of scheduled contractual hours that exceeds their FTE, when they work the time. For example, a .5 FTE staff member will receive a .5 of the total supplemental salary; in addition, the staff member will receive 4 hours per diem pay for the additional time they will work under the contractual provision. (Contractual days are 8-hour days.)
 - c. All employees with regular contracts (provisional, continuing or leave-replacement contracts) are eligible for full supplemental contracts prorated for their FTE. Building Designated Substitutes and each Long-Term Substitute who has agreed to teach a special education class for which they do not have an endorsement are entitled to a full supplemental contract prorated for their FTE and the portion of the year they are under contract or are a Long-Term Substitute.
 - d. Each employee is responsible for maintaining a personal record of work in case the State auditor requests verification of having met the responsibility contract. This record is not submitted to the SPS.
2. Employees new to the SPS will receive additional three (3) mandatory days (24 hours) compensation scheduled by SPS for employee orientation. Retire/rehires or staff returning to SPS after an absence of less than five (5) years are not provided this time.
3. All new to profession (P1) classroom certificated teachers will receive an additional eight (8) hours of compensation for the purposes of completing orientation, onboarding and foundational coursework (for a total of 32 hours).
4. Provisional classroom teachers in either their second or third year of teaching (P2 or P3), are eligible for an additional thirty-two (32) hours of continuing foundational coursework to be completed by the end of the P3 year.
5. Hold Harmless for Both Parties: In the event the SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the Supplemental Responsibility contracts shall be null and void for the following school year and thereafter (until and unless the maintenance and operation levy passes) provided (a) the SPS and SEA meet and negotiate regarding continuance of any of

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these responsibilities, additional time and compensation and (b) if agreement is not reached by the parties in a timely manner, the SPS shall have no obligation to continue the responsibility stipend but will have a responsibility to work with SEA regarding which additional responsibilities will no longer be required or will be modified to a reasonable level because of the loss of the responsibility stipend.

SECTION F: TECHNOLOGY LEARNING TIME

For the 2018-2019 school year, up to 32 hours of per diem pay is available to provide for self-directed technology professional learning. This extra pay supports educators who are engaged in the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another professional learning in support of district or guiding initiatives. This pay is pro-rated by FTE. See Appendix S for the Attestation Form.

SECTION G: SUPPLEMENTAL CONTRACTS FOR STIPENDED ASSIGNMENTS

1. As professional staff members, all certificated non-supervisory employees who work in schools perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school as well as their assignment duties. Compensation for those duties is paid according to Certificated Non-Supervisory Employees Salary Schedule and through supplemental compensation. Some special and supplemental assignments make heavy time demands beyond the school day or call for unusual diligence, effort, responsibility, or skill. The special or supplemental assignments are made on a yearly basis in accordance with RCW 28A.405.240 through Supplemental Contracts and are paid according to the Compensation Schedule for Supplemental Assignments.
2. Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involve one or more of the following criteria:
 - a. Special skills, responsibility, effort, or diligence;
 - b. Extra days of duty served beyond the contract year;
 - c. Extra duties regularly extending substantially beyond the work day as defined in Article IX, A of this Agreement; and,
 - d. Responsibility for leadership of other adult professional employees.
3. The special and supplemental assignments vary in terms of required time, effort, and skill for their execution. Relevant factors to determine the amount of the compensation on the Schedule are as follows:
 - a. Professional training and experience required;
 - b. Responsibilities as described in the job description;
 - c. Number of students supervised;
 - d. Extra time and days required over and above the work day and work year of employees and;
 - e. Number of other adults working with the employee in their leadership role.
4. Activity coordinators, deans, house administrators and head counselors shall not have any additional supplemental assignments. The building principal/program manager should seek to balance other extracurricular and special assignments at the building level. No employee may have more than two

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- (2) compensated supplemental assignments except as provided in b) below. Assignments shall not have overlapping times, except department heads may have an overlapping compensated supplemental assignment for one (1) sports season during the school year.
- a. Any employee who has more than two (2) compensated supplemental assignments shall submit to the building principal/program manager a list of those compensated supplemental assignments which the employee currently holds, in preference order.
 - b. The building principal/program manager shall attempt to reallocate compensated supplemental assignments other than the top two (2) selected by the employee. If no qualified employee in the building who is eligible to hold a supplemental assignment is willing to accept the assignment, the assignment shall be returned to the employee currently holding that assignment.
5. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.405.240. An employee appointed to an assignment shall normally be reappointed to the assignment for the forthcoming school year, provided that:
- a. Employees holding supplemental assignments shall have their appointment to a supplemental assignment reviewed each year by the building principal/program manager. This review will be based on the written job description or posting.
 - b. Every five (5) years from the date of initial appointment each supplemental assignment will be reviewed by the principal/program manager. The appointment will be reviewed using the following considerations. An employee may exercise an exception to this review by declaring their intent to retire. An employee may use the retirement exception once for any given supplemental assignment.
 - 1) General female/male and racial minority/majority balance of supplemental assignments throughout the building;
 - 2) Established education requirements needed for the assignment, as stated on the job description;
 - 3) Established experience requirements needed for the assignment, as stated on the job description;
 - 4) Progress of the department/assigned area in meeting building/program goals established by the building CSIP where appropriate; or,
 - 5) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.
 - c. Any employee not reappointed shall be given notification of their removal by the first Monday in June of the current school year. An exception to the June date is allowed when the activity is not offered due to insufficient participation, reorganization, financial reasons, or when the employee is not reassigned to the building. In the case of an exception to the June date being used, the principal/supervisor will notify the employee at the earliest possible time thereafter.
6. Employees who are not reappointed to a supplemental assignment shall have a conference with the building principal/program manager and shall receive a written explanation including the reasons from the building principal/program manager by the close of the current school year.

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- a. The written explanations shall include a just and sufficient cause only when the employee not reappointed is a result of the yearly review and not the result of the provisions set forth in Article IV.E.5.b above.
 - b. Employees not reappointed shall have the right to utilization of the grievance process.
 - c. Appointments for positions are finalized through issuance of the Supplemental Contract. The SPS shall issue Supplemental Contracts for the next year as early as possible. Assignments are confirmed through prompt return of the signed Supplemental Employee Contract.
 - d. When an employee in a stipend position is absent for more than twenty (20) consecutive days without pay, the employee shall not receive the stipend pay for the period of time during which substitute service is rendered. An employee from within the school or from another school who substitutes for another employee in a stipend position shall receive the stipend pay after twenty (20) consecutive days of service retroactive to the first day of service.
7. Appointments to the positions of department head, team leader, head counselor, dean, house administrator and subject matter specialist shall be made by the process described below from a list of candidates who have applied through the Site-Based Hiring Process.
- a. Human Resources shall advertise all openings in the weekly job postings and on the SPS's web site.
 - b. Applications will be filed with the school/program that has the opening and the Site-Based Hiring Process will be followed.
 - c. Applicants will be interviewed using the Site-Based Process. Recommendations will be forwarded to Human Resources, who will make the final offer.
 - d. In the event there is no vacancy in a building in the subject area/grade level or department in which a stipend is available, the stipend will be publicized within the building. Current employees interested in the position will notify the school and the Site-Based Hiring Process will be utilized.
 - e. If a stipend position is filled by someone who is already in the building or program, the position created by this movement may be filled using the candidate pool who applied for the stipend position.
8. Career Ladder Program
- a. Beginning in 2018-2019, the Career Ladder Program will become part of the Professional Growth & Educator Support system. The program is intended to recognize the importance of teacher leadership in building instructional capacity at the school and district level and promoting teacher professional growth along a continuum of practice.
 - b. Eligibility and Hiring - School Based Career Ladder Positions
 - 1) Career Ladder positions are stipend roles that entail additional duties beyond a certificated contract.
 - 2) Teachers who apply for the following Career Ladder positions must have an evaluation rating of proficient or higher in all eight TPEP criteria and a state student growth impact rating that is "average" or higher on their most recent comprehensive evaluation.

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Teachers who are currently on a focused evaluation must still meet the above criteria. They must also have a rating of proficient or higher in their identified focused criteria and a state student growth impact rating that is “average” or higher on their most recent focused evaluation.

- 3) Career Ladder Positions:
 - a) Career Ladder Teacher (Elementary and Secondary)
 - b) Career Ladder Therapist, Psychologist, or Nurse (ESAs)
 - c) Content Demonstration Teacher (hired at district-level)
 - d) Master Teacher – no new Master CLT position will be hired after the 2018-2019 school year. All current Master Teachers may complete their two-year term.
 - 4) Certificated teachers who are not classroom teachers must have a Distinguished overall rating on their most recent comprehensive evaluation.
 - 5) A single Career Ladder stipend may not be shared amongst more than two (2) individual positions.
 - 6) In order to support career ladder work, each school will be allotted ten (10) substitute days for the year. Content Demonstration Teachers will have eight (8) substitute days allotted each year. An additional four (4) substitute days are allotted for schools that continue to have a Master Career Ladder Teacher during school year 2018-2019 and 2019-2020.
 - 7) Eligible candidates will apply within their building for one of the positions listed above using the Site-Based Hiring Process. Additionally, the hiring team will screen applications and resumes.
 - 8) Positions will be two (2) years and an employee who previously held the position may reapply.
- c. Elementary Career Ladder Teachers – Building-based Career Ladder Teachers at the elementary level may:
- 1) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - 2) Provide onsite induction support for teachers new to the school and/or teachers moving to new grade levels or content (as needed).
 - 3) Serve as a resource in support of professional learning communities or other collaborative teams.
 - 4) Model instruction or serve as a “lab site” classroom for teachers within the school or across the district (site visits).
 - 5) Provide support for eVal and TPEP/Danielson.
 - 6) Serve as a school leads for new curriculum roll-outs.

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- d. Secondary Career Ladder Teachers – Building-based Career Ladders Teachers at the secondary level may:
 - 1) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - 2) Serve as a resource in support of professional learning communities or other collaborative teams.
 - 3) Model instruction or serve as a “lab site” classroom for teachers within the school, or across the district (site visits).
 - 4) Provide support for eVAL and TPEP/Danielson.
 - 5) The Professional Growth & Educator Support Committee will review the CLT program at the secondary level, including secondary teachers, to gather feedback and make adjustments and recommendations.
- e. Central Office Career Ladder Positions:
 - 1) Candidates must meet Career Ladder eligibility in order to be considered. The following are considered Central Office Career Ladder positions:
 - a) Academic Coach
 - b) PAR Consulting Teacher (formerly STAR/ESCT)
 - c) Consulting Teacher
 - d) Curriculum Specialist
 - e) Special Education Program Specialist
 - 2) Positions will be four (4) year positions and an employee may reapply. In order to reapply an employee must be overall Proficient and be Distinguished in at least one domain on his or her most recent summative evaluation.
 - 3) The hiring team must include at least two staff from buildings who are performing similar professional tasks and are knowledgeable about the requirements of the position.
- 9. The Compensation Schedule for Special and Supplemental Assignment shall be shown in Appendix E of this Agreement.
 - a. Supplemental assignments will be reported by building principals/program managers to Human Resources as early as possible. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll. Assignments that are dependent on the 10/01 student enrollment count, e.g., department head, team leader, will be paid retroactively on the November payroll.
 - b. Once a department head or team leader stipend is established on the basis of the 10/01 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.

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- c. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in Human Resources and at each work site.
- d. Substitutes shall be provided as needed for coaches who receive approval of the appropriate building and SPS administrators to attend tournaments and championship interscholastic sports events.
- e. Each senior high school will receive three (3) periods of released time or its equivalent. These released periods shall be assigned by the building principal/program manager for utilization by department heads and/or other staff in order to assist the instructional program of the school in accordance with the building decision-making process.
- f. Per Diem Days: Each secondary and middle school shall be allotted twenty-five (25) extra days of duty per year for the use of its curriculum area departments. Individuals who serve these days shall be paid at their per diem rate. An individual employee, a department head, or a group of department heads, Building Leadership Team or the faculty representative organization may submit a proposal for utilizing the time available to their school, subject to approval by the building principal/program manager.
- g. Per Diem Days: Per Diem for any supplemental assignment of an employee who is assigned additional days beyond those specified in their contract shall be the employees contract salary, excluding stipends, divided by the number of days specified in their contract.
- h. Substitute Days: Secondary and Middle Schools shall have available, upon written request to the building principal/program manager, substitute days for the purpose of releasing department heads, team leaders, and other employees for observing and assisting in improvement of instruction in accordance with Article XI and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.
- i. Compensation for supplemental assignment will be determined through the procedures of Human Resources in accordance with appropriate pay schedules. Supplemental assignments will be reported to Human Resources as early as possible by the responsible administrator and will be processed for payment in the next appropriate payroll.
- j. The SPS contribution for elementary stipends listed in Appendix E shall not be reduced should other SPS programs or outside agencies provide other stipends or paid positions to a building or program.
- k. There will be \$2,000 allotted for stipends for each elementary school beyond the stipends listed in Appendix E.

SECTION H: SALARY SCHEDULE PLACEMENT

1. The employee's position on lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees. All employees hired as of October 1, 1990 and employees re-hired by the SPS as of October 1, 1990 (who have been gone for five (5) years or more) will be placed on the salary schedule in accordance with their Bachelor's Degree and actual educational credits earned after the granting of that degree. Effective 10/01/90 additional credit hours earned after the granting of the Bachelor's Degree and credit for experience shall be applicable for advanced placement on the salary schedule provided that the credits and experience were recognized by the Office of the Superintendent of Public Instruction (OSPI) in accordance with applicable provisions of WAC 392-121. If an employee holds two (2) or more Bachelor's degrees, eligible credits for advanced placement on the salary schedule shall be those credits earned after the granting of the employee's first Bachelor's Degree in any field.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

2. An employee shall present all official transcripts in envelopes sealed by the college/university as soon as possible after a contract is offered. Transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to Human Resources as college credits are earned is required for accurate salary placement.
 - a. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after their transcripts have been received and evaluated by Human Resources.
 - b. Acceptable Credits: All acceptable credits will be subject to the restrictions provided in Article IV, F, 1, above:
 - 1) College Credit: All education-related credits earned through colleges/universities accredited by the National Council for the Accreditation of Teacher Education and/or by the American Association of Collegiate Registration and Admission Offices (AACRAO) shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule. Other college/university credit shall count toward advancement on the Certificated Non-Supervisory Employees Salary Schedule, provided the institution is reported in the publication "ACCREDITED INSTITUTIONS OF POST-SECONDARY EDUCATION" published by the American Council on Education as having a rating of good or better.
 - 2) Foreign Colleges and Universities: Credits earned from foreign universities and colleges accepted by an accredited American college/university shall be counted toward advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 3) In-service and Workshop Credit: Professional in-service credit earned and reported prior to 10/01/79 which was earned while attending Seattle Public School Staff Development Training Programs, shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 4) Professional In-Service Credit: Professional in-service credit earned and reported prior to 10/01/79 may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the Professional Development Office. The number of credits may vary depending upon the activity.
 - 5) Community College Credit Including Physical Education and Activity Courses: Undergraduate work done while attending an accredited community college shall be accepted for salary purposes if the community college work is accepted by the college/university where the B.A. degree is earned.
 - 6) Community college credits earned in accredited community colleges after a B.A. degree has been granted will be accepted at full credit value for salary purposes, following the established rules for the acceptance of college credits. The credits earned must be listed in the University of Washington College Transfer Guide, or must otherwise be applicable to a Bachelor's or more advanced degree program.
 - 7) Vocational teachers will be awarded salary credit for earned academic credits from vocational institutions accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges.

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- 8) For classes offered in community colleges in programs other than those listed in the College Transfer Program, credit will be granted where there is a direct relationship of the courses to the applicant's primary instructional or administrative responsibility, or if they improve or update an individual's skills, knowledge or understanding so as to enable the employee to perform instructional or administrative duties more effectively.
- 9) Non-acceptable credits include duplicate courses.
- 10) Each ten (10) clock hours earned after 08/31/87 through in-service or continuing education which meet State Board of Education approval standards and are approved by the SPS Human Resources Department will count as one (1) in-service credit as defined by WAC 180-85-030 and WAC 392-121-257. Clock hour credits may not be used to earn a B.A. or higher academic degree. Official documentation of clock hours earned must be provided by the approved agency which offered training.
- 11) Employees hired (or rehired) after December 31, 1991 will not be placed in the salary lane which recognizes a B.A. level degree and 135 quarter hour credits unless the employees are eligible for grandfathering in this column in accordance with the guidelines of the State Department of Public Instruction. Eligibility to move from lanes: 100, 200, 300 or 500 to lane 700 (BA and 135 credits) expires August 31, 2005.

3. Experience Credit

- a. Effective 10/01/90, for purposes of calculating experience credit, nine (9) to twelve (12) months of full-time (contract) teaching during one (1) year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. Effective 10/01/90, part-time employment which required certification and was completed under contract will be calculated by dividing the total number of full-time equivalent days served by one hundred eighty (180) and rounding to the nearest tenth (10th).
- b. Seattle teaching experience credit, as defined in Item 3, a above, shall be granted to employees hired into SPS for the following:
 - 1) Teaching in approved public, private or parochial preschools or elementary schools and if the employee was certificated. Only schools within the United States or its territories which appear to be patterned after the public school system will be considered except as provided in Item b,5 below.
 - 2) Teaching experience as defined in Item 3, a above which is gained in the Armed Forces Dependent Schools.
 - 3) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from the Seattle School SPS. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for active service in the armed forces of the United States. If law determines that more than two (2) years can be credited towards service, the higher amount of service will be given as appropriate.
 - 4) Classroom teaching experience as defined in Item 3, a above gained in the Peace Corps or VISTA shall be accepted.
 - 5) Experience credit for full-time teaching in private or public schools in and under the auspices of foreign countries outside of the United States and its territories will be

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granted for experience on the basis of two (2) full years of teaching for one (1) year of Seattle salary experience credit, provided that the person was certified or eligible for certification under the laws of that particular country at the time of the experience. Verification of the experience and/or certification is not always possible. The SPS reserves the right to accept or reject on a case-by-case basis, any experience and/or education claimed. Reasonable evidence or verification is required.

- 6) Effective 10/01/90, prior experience for those employed in the fields covered by the Educational Staff Associate (ESA) Certificates may be counted for salary purposes only for those who will serve in these fields for the SPS. Prior public school experience for the fields covered by the ESA Certificates will carry full SPS credit. Other prior service in these areas may carry salary credit if the assignment involved school age children and the person was properly trained in their field at the time the service was given. The prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Effective 09/01/92, ESA certificated employees will be given salary credit for prior experience as certificated teachers according to the same guidelines used for SPS employees with teaching certificates. This credit will include applicable substitute experience.
 - 7) Employment in public or private vocational-technical schools, community/junior colleges, and universities in positions which, in the judgment of the SPS, are comparable to those which require certification in K-12 schools will be evaluated for experience credit.
 - 8) Experience credit for full-time vocational instructors will be granted up to a maximum of six (6) calendar years of state-accepted occupational experience acquired after the instructor meets the minimum vocational certification requirements.
- c. An employee who has been a member of the SPS, resigned, taught elsewhere, and has returned to the SPS shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of their salary lane.
 - d. No experience credit may be granted in an amount to place the employee above the maximum salary for their salary lane.
 - e. Any employee who has taught in the SPS on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided the employee has not reached the maximum of their classification.
 - f. If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, they may add days taught as a substitute in the SPS that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 81.
 - g. Seattle teaching experience credit is granted to employees elected to the SPS for substitute teaching in the SPS by adding all days of substitute teaching in the SPS together and dividing by 180. A total of 180 days taught (full time) equals one year, with fractions of .5 or more counted as a full year. For Certificated Non-Supervisory employees hired after October 1, 1990, consistent with SPI practices, the SPS will accept documented substitute time from Washington State public and private preschools, elementary schools and secondary schools in positions which require certification. Certificated substitute experience in public schools outside of Washington State may be acceptable if properly documented, subject to approval by Human Resources.

SECTION I: MISCELLANEOUS SALARY PROVISIONS

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

1. Summer Semester Programs:
 - a. Positions in the summer semester programs shall be established through the classification procedures of Human Resources. Once an employee has accepted a summer school assignment and begun teaching they may be dismissed only for just cause or elimination of the assignment.
 - b. Employees in the summer semester programs will be paid an hourly rate for the position they hold in the summer semester program, as follows:
 - 1) Regular teaching employees will be compensated at their actual hourly rate in effect at the end of the regular school year immediately past, or the average hourly rate for a teaching position, depending on which rate is highest.
 - 2) New employees, including any summer semester employees who worked as substitute employees during the school year immediately past, and regular non-teaching employees will be compensated at the average hourly rate for a teaching position in effect at the end of the regular school year immediately past.
 - c. First priority for hiring to the regular academic summer semester shall be given to qualified applicants who did not work in the regular academic summer school during the preceding summer.
2. Compensation for Special Summer Project Assignments and Workshops: Salaries for employees who are participants in special summer projects or workshop assignments shall be as follows:
 - a. All salaries are to be determined through the regular classification procedures by Human Resources according to job requirements in the following areas: required training, required experience, job responsibility, and work environment conditions. No other commitments will be honored by Payroll Services.
 - b. Employees whose summer project or workshop assignments involve the same or similar kinds of duties and responsibilities as their regular school year assignments shall be paid a per diem rate based on their individual contract salary, divided by the number of days specified in their individual contracts.
3. Compensation for Professional Development Instruction: Professional development compensation shall be dependent upon the program offered by the SPS. Instructors who are SPS employees shall be compensated at the rate shown on the Compensation Schedule for Special and Supplemental Assignments.
4. Compensation will be given for National Board for Professional Standards (NBPS) certification at the amount set by the legislature. ESA employees, who are not eligible for NBPS certification, will receive \$1,500 each year for valid national certification in their respective fields.
 - a. If the legislature ever decides to pay ESA employees for national certification, this section is open for discussion between the SEA and SPS.
 - b. ESAs must earn national certification before the last day of school. Employees with continuing national certification will receive a lump sum payment on the September 1st paycheck. A copy of the certificate must be provided to Human Resources as soon as possible, but no later than July 31st in order to receive payment on September 1st.

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- c. Employees are responsible for providing Human Resources with verification of renewal when their certificates expire. Employees whose certification has lapsed have an obligation to inform SPS as soon as possible of this fact. If they are paid erroneously because of a lapsed certificate they must repay the overpayment.
 - d. The compensation will be pro-rated based on the employee's staffed FTE as of July 31st of the year.
 - e. If an ESA employee leaves SPS employment during the year, they will not receive this compensation.
 - f. Social workers will be eligible for this payment if an equivalent national certification is identified. Nurse practitioners who hold a national certificate other than the National School Nurse certificate will be eligible for this payment so long as the nurse practitioner national certificate is in a child-related field and relevant to their work in schools.
5. Payment Regulations:
- a. One-twelfth (1/12) of the annual salary of the employee shall be paid on the first duty day of October and of each succeeding month. If individual contracts corrected on the basis of credits submitted are issued subsequent to 10/01, the corrected salary shall be paid pro rata for the remaining payments for that school year. If the regularly scheduled payment day occurs when employees are not on duty, warrants will be distributed to the employees on the first SPS business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the District will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty day of September 2015.
 - b. Summer payments of the annual salary shall be mailed to the employee on the first SPS business day of the month.
 - c. Special summer payments to pay employees for work in the summer programs shall be made once each in the months of July, August, and September.
 - d. Pro rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in Payroll Services on or before the 15th of the month will be processed with the first subsequent monthly payroll and paid on the first-SPS business day of the month.
 - e. Contract Adjustments: A set of all official transcripts shall be sent in a sealed envelope from the college or university to Human Resources as soon as possible after a contract is offered. Transcripts required for Human Resources to determine contract adjustments, if any, are in addition to transcripts sent to the Office of the Superintendent of Public Instruction (OSPI) for certification purposes. Upon completion of additional college or university work, the employee shall have the transcript sent to Human Resources to assure proper placement on the SPS Salary Schedule.
 - f. Individual Contract Changes: The deadline for filing of credits in Human Resources for employees currently employed and for salary adjustments for the current school year is the last school day in October. The deadline for the earning of the credits is October 1. Credits earned during the first semester, or later, may not be counted for salary purposes until the following year. No in-service workshop or professional in-service credits earned or reported after October 1, 1979 shall be accepted or counted for salary advancement.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

Further clarifications to these deadlines are as follows:

- 1) Employees whose transcripts for credits or degrees earned through October 1 which, for any reason, have not reached Human Resources by the October deadline (the last school day in October) may send in their transcripts after the deadline, but for current school year salary adjustment purposes no later than the last school day of the first semester. Late transcripts received after the October deadline will be evaluated for current salary increases, but any earned increase will be granted for the second semester only.
 - 2) No transcripts of credit or degrees will be accepted after the last school day of the first semester for current school year salary adjustments. Transcripts of credits or degrees received after this time will not apply until the following school year.
 - 3) Salary adjustments for employees currently employed are made as soon as possible after credits justifying the change are received. Credits received by 08/01 make possible salary adjustments in October warrants. Credits received after 08/01 and on or before the last teaching day in October make possible salary adjustments by 12/01 but not later than 02/01 retroactive to the beginning of the school year.
 - 4) Employees who have earned additional college credits, whatever the date, and whether or not they would affect salary, are urged to submit these credits as early as possible so that their records may be up to date at all times.
 - 5) Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Human Resources. If sent or brought in by the employee, they must be enclosed in envelopes sealed by the college. Unsealed transcripts will not be accepted for salary purposes at any time. It is the employee's responsibility to order these; they are never requested from a college by the SPS. Official transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction in Olympia by the educator or the college. The SPS will not forward transcripts to the Superintendent of Public Instruction in Olympia for certification purposes.
 - 6) Vocational academic credits must be listed on either an official, sealed transcript or listed on an official certificate from a vocational institution accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges. The official certificate must recognize successful completion of the course(s) and must list the number of clock hours completed. This official certificate must be enclosed in an envelope sealed by the vocational institution.
- g. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the SPS. The employee shall be notified by the SPS of their right to SEA representation at all meetings relating to overpayments of salary. In the event that the employee and the SPS do not agree on a repayment schedule, the SPS shall implement a repayment plan, subject to the provisions of Article X.
6. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain teachers in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

ARTICLE V: SUBSTITUTES

ARTICLE V: SUBSTITUTES

The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute Certificated employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion. As a reference for all SPS personnel, "Best Practices for Substitute Teachers" is found in Appendix Q.

1. Types of Substitutes:

- a. **Senior Substitute:** A person eligible to substitute for the SPS, who has served four (4) or more years as a SPS substitute educator or regular employee and who is willing to accept any assignment for which they are qualified, shall be called a senior substitute and shall have first priority in assignment. First priority shall mean that any position posted more than 48 hours in advance of the job start time will be open only to senior substitutes for a period of 48 hours with the exception that positions jointly designated as hard to fill by SEA and SPS will be open to all substitutes upon posting. All jobs are open to all substitutes in the last 48 hours before a job begins. To maintain this designation a Senior Substitute must work 45 days in the prior year and accept assignments for which they are called. (Note: to be eligible to self-pay for medical insurances the senior substitute must work at least 90 days in the prior year). Teachers laid off and not re-employed by the start of the school year, upon application, will be considered a senior substitute.
- b. **Regular Substitute:** A person eligible to substitute for the SPS, who has served fewer than four (4) years as a SPS substitute or regular employee and who is willing to accept any assignment for which they are qualified, shall be called a regular substitute.
- c. **Building Designated Substitute:** A person who is specifically employed or assigned as a Building Designated Substitute for a given school year to serve every day as a substitute educator at a specified school or cluster of schools.
- d. **Long-Term Substitute:** A substitute who remains in a single assignment of forty-five (45) or more consecutive workdays.

2. Assignment of Substitutes:

- a. Substitutes shall receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
- b. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position on contract, with contract pay, healthcare and welfare benefits and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
- c. A continuous assignment can either be a single assignment or multiple assignments in the same school
- d. Substitutes selected for a "hard to fill" pool will be considered to be in a continuous assignment.

ARTICLE V: SUBSTITUTES

- e. The SPS shall not use substitutes on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees. The District will utilize leave-replacement contracts for those long-term positions which are unfilled or where employees are out on leave for one school year or less than one year but greater than ninety (90) student days. If a substitute working more than ninety (90) days in a position is ineligible for a leave-replacement contract, the substitute will receive a stipend equivalent to the contractual pay they would have received if they or the position had been eligible for a leave replacement contract.
 - f. Building principals/program managers shall not require a substitute to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute does supervise another class during their scheduled PCP time, they shall receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.
 - g. Should two (2) or more substitutes be called for the same assignment, the SPS shall pay each substitute called for the full rate of pay for the initial day of the assignment.
 - h. A one-half (.5) day substitute assignment shall consist of up to three and one-half (3.5) clock hours.
 - i. An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of Item e above.
 - j. In the event a substitute is assigned to two or more buildings in one day, the employee will be paid the contractual mileage.
 - k. When working an assignment in a school with a rotating schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.
 - l. Substitutes will be paid an extra half hour for those teachers who are working a supplemental .1 FTE contract, and an extra hour for those teachers who are working a supplemental .2 FTE contract.
3. Teacher Request for a Specific Substitute: A request for a specific substitute, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:
- a. The name of the substitute requested appears on the Substitute Roster and the substitute is available for the assignment; and,
 - b. The Substitute Services dispatcher receives the request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. Substitute Services will make a reasonable effort to honor requests made after 7:00 p.m.
4. Classifications of substitute assignments:

ARTICLE V: SUBSTITUTES

- a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute assignments shall be as indicated in the Salary Schedule for Substitutes in the Appendices of this Agreement. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. Sixteen (16) consecutive workdays or longer assignments. Any assignments that exceed fifteen (15) consecutive workdays shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.
 - c. Daily substitutes who have to set up classrooms will receive two (2) day's pay at the substitute per diem rate, up to sixteen (16) hours.
 - d. Building Designated Substitutes will be issued a contract paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits and contractual days funded at the same rate as all other regular certificated non-supervisory contracted employees.
 - e. SPS may designate a pool of certificated and classified substitutes who agree to be assigned to "hard to fill" positions.
 - f. Substitutes who agree to work in positions that are designated "hard to fill" according to Article IV, Section G, 6, will be paid a substitute rate determined by the Labor Management Committee.
5. Breaks in consecutive day assignments
- a. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
 - b. One day missed within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
6. Leaves for Substitute:
- a. A substitute serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive work days in that assignment. This Sick Leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
 - b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.
7. Medical insurance eligibility: When the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least 90 days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.

ARTICLE V: SUBSTITUTES

8. Substitutes may participate in the hiring process described in Article VIII, Staffing. Substitutes will be given consideration over outside candidates for all certificated positions in their categories. Consideration means that all qualified substitute applicants will be forwarded to the hiring teams and the most qualified substitute applicant, as deemed by the hiring team, may be one of the two internal applicants. Additionally, at the request of the hiring team, a qualified substitute may be interviewed during Phase I.
9. Pay for Extra Work upon Opening of School: Certificated substitutes who work in excess of eight (8) hours the day prior to the opening of school or the first day of school shall be paid on an hourly basis for the extra work. The extra pay shall be equal to one-eighth of the daily rate for each hour worked in excess of eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.
10. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.
11. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C. 2.c. On early release days, daily substitutes may attend the professional development in the assigned school; attend another district provided professional development experience; or may work with administration doing tasks during their assigned hours.
12. At the request of the employee, substitutes working in a long-term assignment of sixty (60) continuous days or more will be evaluated by the building principal, program manager, or assigned administrator using the evaluation tool found in Appendix P. Those substitutes, working in a long-term assignment for more than ninety (90) days will be observed at least once using the Charlotte Danielson framework and evaluated using Appendix P. A copy of all documentation will be provided to the substitute employee first and then a copy of the evaluation will be sent to the employee's district personnel file.
13. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form.
14. A substitute may not be barred from a building/program without notification. In an effort to support informal resolution of concerns, a substitute has a right to a meeting within two (2) weeks of filing with a Labor Relations Manager or designee, and prior to the form being placed in the employee's file. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.
15. Orientation and Training:

SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:

 - a. Summer paid professional development day for substitutes.
 - b. Half day paid orientation training for new substitutes. A one-hour training will be jointly developed and launched by October 1, 2018.

ARTICLE V: SUBSTITUTES

16. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 days for the previous year.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

SECTION A: SHORT TERM LEAVES

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave
 - a. At the beginning of each school year, each employee shall be credited with an advance sick leave allowance equal to ten (10) days. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
 - b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
 - c. Employees may accrue sick leave in accordance with State law. Employees may cash out sick leave in accordance with State law.
 - d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay or, 2) to use their personal leave.
 - e. Sick Leave may be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for their return to work for as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, their position will be held for the employees return for the period of time covered by the FMLA or the end of the 25-day grace period, whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition.
 - f. For the purposes of the FMLA, the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require an employee to provide medical verification before the leave is approved.
 - g. The supervisor may request a conference with the employee if they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.
 - h. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year. For those employees assigned from programs (Nurses, OT/PTs, Audiologists/SLPs, and Psychologists), the right to the same site assignments will also be given unless there has been a change in FTE at one or more of the buildings the employee was assigned to. In this case, the employee and supervisor will discuss which buildings to return to and will utilize Human Resources and SEA if necessary.

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- i. Upon return from extended sick leave or FLMA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.
2. Personal Leave: Employees will receive two (2) days per year of Personal Leave for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of sick leave may be used as personal leave days, providing a total of four (4) personal leave days and eight (8) days of sick leave. Unused personal leave will be converted and added to the employee's sick leave accrual at the end of the fiscal year. The leave shall be granted with full pay during the work year. These days can be used for religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
 3. The procedures for obtaining sick or personal leave are as follows:
 - a. An employee who anticipates the need for taking short term leave shall notify her/his supervisor at least three (3) working days before taking the leave.
 - b. In cases of personal emergency or personal illness when it is not possible to give three (3) days' notice, the employee shall notify their supervisor as soon as possible.
 - c. The employee must make proper arrangement for a substitute, if they work in a position for which a pool of substitutes exists.
 - d. The employee must keep the supervisor informed about the expected duration of their leave and/or expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where no substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short term leave the employee is responsible for entering the absence into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment unless a written medical reason from a health care provider is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two days.
 4. Sick Leave Buy Back.
 - a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.

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- b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1 at their per diem rate for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back Program is contingent upon maintenance of the authorization in RCW 28A.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation:

Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The injuries or occupational illness occurring as a result of the employee performing contracted professional services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any contracted professional duties.
 - c. The employee shall return to contracted professional duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At the time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave:
- Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.
- a. Bereavement Leave shall be granted with full pay during the work year.
 - b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law,

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father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.

- c. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

8. Attendance at the Legislature:

Upon specific request of a Washington State legislative committee and the employees professional organization which is sent to Human Resources and approved by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event a hearing is postponed or extended, upon request an additional day or days may be approved. When the leave is approved, the employee will receive full pay and/or the organization they represent pays for the substitute's salary.

9. Jury Service:

Employees may serve as jurors in accordance with State and federal laws.

- a. Arrangements for the necessary temporary leave shall be made through the supervisor.
- b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all jury or subpoena fees received for the service is remitted to the SPS upon receipt.
- c. Any transportation, meal or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fee and the transportation, meals, and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.

10. Mandatory Court or Subpoenaed Appearances:

To the extent possible, all leaves under this Article VI, A,6 shall be scheduled outside of the school year. Upon request to the building principal/program manager or supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:

- a. When the employee's appearance is essential to or on behalf of SPS interests, leave shall be with full pay.
- b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
- c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of their substitute.
- d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.

11. Adoption Leave:

Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used

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for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.

12. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once approved, these days can be used flexibly, upon approval and pre-arrangement with principal/supervisor.

13. In order to support employees with parental leave requirements related to the birth or placement of a child with the employee subsequent to the period of disability, employees are eligible to apply their accrued sick and personal leave to remain in paid status during and up to 16 weeks of leave time qualifying for federal family and medical leave and state parental leave. In cases where employees' accrued leave balances are depleted to 40 hours of sick and vacation leave, employees are eligible to apply for shared leave during the 16 weeks of leave time qualifying for federal family and medical leave pursuant to District Shared Leave Guidelines. Employees may also apply for Washington State parental leave insurance and wages pursuant to Substitute Senate Bill 5975 after January 2020, if qualified for eligibility as set forth in the law. Contact Human Resources for information on District State provided benefits and for the leave application for the parental leave benefits.

14. Attendance at Meetings and Conferences:

a. Categories of leaves which are permitted without salary deductions under this section are as follows:

- 1) Substitute educator and necessary expenses paid by the SPS. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.
- 2) Substitute educators paid by the SPS; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.
- 3) Substitute educators paid by the employee or their sponsor; no expenses paid by the SPS. This category applies to employees or members of the organization sponsoring the conference or meeting and who have been authorized to represent their local organization. Reimbursement to the SPS for the cost of the substitute is required.

b. Categories of leaves which are permitted with salary deductions under this section are as follows:

- 1) Up to two (2) weeks leave (10 working days) for other causes (without pay) may be granted upon application to the building principal/program manager and approval by the appropriate executive level administrator/department director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.
- 2) Leaves beyond ten (10) working days will be submitted to the appropriate executive level administrator for regular SPS processing.

15. Inclement Weather Leave:

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- a. Any leave requested for days which are normally contracted but fall on days that school is not open due to inclement weather shall not be charged to the employee.
- b. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
- c. After a decision has been made to close a building for the remainder of the day, the principal/program manager or their designee shall inform the employees.
- d. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
- e. Principals/program managers will initially request volunteers to meet the operational needs of the building before requesting employees to remain.
- f. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students.

SECTION B: LONG TERM UNCOMPENSATED LEAVES

- 1. Leave for Health Condition: Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and the rights afforded under the Family Medical Leave Act.
 - a. An employee who is unable to perform their duties because of medical disability shall be eligible for, upon the employees request and physician's verification, a leave without pay for the duration of disability up to one (1) year.
 - b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that they are unable to perform the essential functions of their job and has signed a medical release that allows SPS to communicate with the employees medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for health leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.
 - c. In the event a second year of health leave is necessary, an employee may apply for an additional year upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and, the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS appointed medical officer.
 - d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two years will not be approved by Human Resources. In the event an employee has been on leave for more than two years they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which they are qualified and for

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which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.

- e. Seniority is retained but not accumulated, while on Unpaid Leave for Health Condition. No increment is allowed for the year(s) when an employee is on Leave for Health Condition.
 - f. An employee whose performance has been evaluated unsatisfactory, placed on a plan of improvement or placed on probation prior to Leave for Health Condition will be returned with the same status and same supervisor and same position, if possible, if the position exists upon completion of the leave.
 - g. Employees using unpaid leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
 - h. An employee who has been released by their medical provider to return from health leave on a part-time basis may apply for a partial leave of absence subject to the approval of the employees supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on full-time leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full-time leave.
2. Child Care Leave:
- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year and shall be exclusive of rights under FMLA or the period of physical disability (childbearing leave). Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.
 - b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources:
 - 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. Employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay:
- a. Human Resources may grant other long-term leaves without pay to those employees who have a continuing contract and who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's contracted FTE.

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Exceptions to the one-year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities (other than teaching in another school district, state or foreign country), serving in a public office, study or travel, professional experience or other purposes approved by Human Resources.

- b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty, Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within 20 work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm their return will be considered a resignation from employment from the SPS.
 - g. Long term leave without pay will not be granted to any employee who is on a performance improvement plan, probation, or currently subject to disciplinary action.
4. Placement Upon Return from Leave:
- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.
 - c. In the event an employee has been on leave for more than two (2) years, the employee may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.
 - d. On returning from leave, the employee will receive experience credit and earned clock hours or credits for those leaves and classes that are accepted for experience or salary schedule credit by OSPI. Accumulated sick leave will be restored upon return from leave.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- e. An employee seeking election to public office shall take a leave of absence without pay for the time the employees campaign duties interfere with the orderly performance of their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, the employee shall resign from the District or apply for a temporary leave of absence without pay from the SPS.

5. Military Leave and Service Credit:

Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law. Employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Leave for military training duty of up to fifteen (15) calendar days leave per year, or the amount required by law, will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return date.

SECTION C: LEAVE FOR SEA OFFICERS

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.59 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.
2. Leave Provisions for Officers:
 - a. The president and executive vice-president of the SEA shall be provided leave for the school years for which they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
 - b. At a mutually agreed upon date following election to office, the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
 - c. Bargaining Unit employees who were or are elected to serve as officers of the SEA in a full time or regular part time position, shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request the leave of absence on behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

make retirement contributions on the employee's behalf in accordance with applicable laws and regulations contingent upon being fully reimbursed by the SEA.

- d. Officers who are granted a leave of absence in accordance with this Section C shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for the advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement. [This is retroactive to (1992-93) for Teachers' Retirement System Plan I, (TRS-II, TRS-III).]

3. Conditions for Released Time:

The officers of the SEA who have been provided leave pursuant to Chapter 41.59 RCW shall resume duties with the SPS at the conclusion of the term of office, unless re-elected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. The SPS agrees to maintain accumulated sick leave, retirement, and seniority rights for the officers during the period of the leave.

4. Special Requests for Released Time:

- a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Assistant Superintendent of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. The requests will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
- b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Assistant Superintendent of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. The request will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.
- c. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.
- d. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

SECTION A: GROUP INSURANCE PROVISIONS

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
 - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
 - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
 - c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
 - d. Employees who arrange and are approved for a job share will receive pro rata benefits.
 - e. Buildings that create partial jobs (displacements of .5 or 1.0 FTE are not covered by this provision) resulting in situations where an existing employee is not able to maintain their full FTE will be responsible for maintaining the employee's benefits at the FTE they held prior to the change. (Example: a building decided it needs only a .8 teacher, there is not ability of a 1.0 teacher to pick up the .2 through displacement, and the building would be responsible to pay the .2 in benefit costs). This would not apply to a situation where an employee has voluntarily reduced their 1.0 FTE, nor would it apply to situations where the employee could be assigned to another job which maintained 1.0 FTE but chose not to do so.
 - f. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.
2. Pooling. It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for certificated employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.
 - a. Beginning with the 10/01 pay warrants, the SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
 - b. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the SPS shall be computed by the SPS based on the 12/01 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.
 - c. Figures used by the SPS to compute the cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
 - d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of 12/01 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning 01/01 through 08/31, provided that in no

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION B: LIABILITY COVERAGE AND HOLD HARMLESS PROVISIONS

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with an employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel of any suit, claim, or action brought against the employee.
2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the SPS's Liability Protection shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION C: PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

The SPS shall make every reasonable effort to provide a safe and healthful environment for students and employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. The SPS will call upon other agencies such as the police, the courts and social services to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

1. Preservation of Order in the Schools:
 - a. An employee is authorized to use force, but no more force than is necessary, upon or toward a student or other person on or around school premises whenever the employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in the employees possession, in the possession of another employee or student, or upon school premises.
 - b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.
2. Benefits to Employees:
 - a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
 - b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.) School safety committees may meet to discuss

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

how to achieve this goal and what is feasible within the school's resources and building design.

- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of the employees proper exercise of that force authorized in Item 1, a above, or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent the employee when they have been assaulted in or around the school premises or as a result of the employee performing their professional duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accord with the Industrial Insurance laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability, or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting the employee to or from their place of assignment when the loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
 - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible, not to exceed two-hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following school year.
 - 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.
 - 5) The use of personal equipment for instructional purposes must have the prior approval of the building principal/program manager or supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that their insurance does not cover the damage or loss in question. An employee must exhaust their own insurance recovery possibility before being eligible for reimbursement under this Section.
 - 7) There must be filed with the SPS General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

3. Reporting Procedures:

An employee shall immediately report any assault suffered by them in connection with SPS employment to their building principal/program manager or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items b, c and d above, they shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought. This does not preclude an employee calling 911 prior to notifying the SPS.

4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request of an employee for information in its or their possession which relate to the assault or persons involved in it.

SECTION D: TRAVEL ALLOWANCES

1. An employee who is authorized to use their personal vehicle on SPS business shall be compensated at the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations and procedures of the SPS.

2. Employees authorized to utilize their personal vehicle on SPS business shall carry insurance in accordance with Washington State law.

SECTION E: TRANSPORTATION OF STUDENTS

1. Employees are not required to furnish transportation for students participating in school activities.

2. Employees who sponsor and obtain SPS approval of school activities utilizing private transportation should assure themselves that:

- a. The drivers are appropriately licensed and carry adequate insurance;
- b. The vehicles to be used are in good operating condition; and,
- c. Parent requests for student participation on the trips are on file before departure.

SECTION F: TAX SHELTERED ANNUITIES

The SPS shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION G: TRANSIT PASSES

Upon request, employees may purchase ORCA Transit passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

SECTION A: STAFFING DECISIONS

The SPS and SEA believe that staffing decisions should offer students the teachers who can best help them meet their learning goals, promote excellent teaching and allow resources to be expended where they have the highest educational value. The SPS and SEA also believe that school staff should have a meaningful role in the decisions that affect them.

Each year Seattle Public Schools and the SEA agree to staffing processes for certificated non-supervisory staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Identify shortage areas such as special education early and offer contingency contracts.
6. Notify certificated employees of reduction in force (RIF) by early May.

SECTION B: THREE-PHASE STAFFING PROCESS

1. The Certificated staffing process will include the following Phases:

Phase I

Vacant certificated positions will be advertised and available only for SPS certificated staff with contracts, including displaced staff, in order to allow for transfer opportunities. At the request of the hiring team, qualified substitutes may be interviewed during Phase 1. Positions in critical shortage areas where there are no displaced teachers will be identified by SPS and SEA for advertising as Phase 3 vacancies, open to all applicants

Phase 2

After any placements deemed necessary by Human Resources to comply with Federal and State disability accommodation requirements are made, remaining vacant positions will be advertised for displaced staff only.

The positions will be advertised as “open to all displaced”. Displaced teachers will apply for positions following the agreed upon process. Site teams will conduct interviews and make recommendations to HR. Any remaining positions in Level 2-5 schools will be assigned to displaced staff by HR and the Instructional Directors considering categories, experience, the employees’ preferences and program needs.

Positions in categories where there are no displaced staff will be offered to Reduction in Force (RIF) employees with right to return in seniority order.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

Phase 3

Positions where there are no displaced or laid off certificated employees will be identified for advertising, open to all applicants, internal and external.

2. For purposes of this section, “displaced” staff are defined as staff who:
 - a. Are involuntarily removed from a building or program as a result of being least senior in their category because the number of staff exceeds the building’s requirements for the following year.
 - b. Volunteer to leave the building or program either because the number of staff exceeds the building’s requirements for the following year or the school direction has changed, and the displacement removes the need to displace someone else. If there are more volunteers than necessary, the most senior volunteer will be offered the opportunity to move.
 - c. Volunteer to leave a school or program that SEA and the SPS have mutually agreed is undergoing a significant change in direction.
 - d. Volunteer to leave a “school requiring SPS intervention” as described in Article VIII, G, below.
 - e. Are involuntarily removed due to a building or program closure.
 - f. Are returning from leave of more than one year.
 - g. Are new recruits to the SPS who have been offered contracts and need assignments.
 - h. Any employee who is not meeting the expectations of the performance schedule, as set forth in Article XI, will not be permitted to voluntarily displace himself/herself from a school or program.

3. Assignment of displaced employees:
 - a. All individuals remaining in the displaced pool on July 1st, including new recruits, will have a temporary assignment prior to the opening of school. These temporary assignments will be in vacant positions for which they qualify or, if no position for which they qualify exists, they may be placed on temporary assignments in buildings to assist as a substitute on contract until another position for which they are qualified is available.
 - b. At the start of the school year unassigned staff placed as temporary substitutes into vacant positions for which they are qualified but do not hold the right category will receive consideration for permanent placement in the positions.
 - c. Except as provided elsewhere, any contracted teacher who is displaced from a building, and no position for which they are qualified is available, the employee will be designated a substitute-on-contract (SOC) at full pay and benefits until they are assigned a position.
 - d. An employee who is displaced shall have the right to return to their immediate previous work location if that former assignment becomes available within two years of the teacher’s being displaced. Employees must notify Human Resources in writing by February 1st of the current year if they wish to exercise their right to return the second year.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

4. Summer Hiring Plan: Schools will submit a plan describing the hiring process to be used during the summer months. The plan will be turned in to Human Resources in the school's staffing packet submitted in March.
5. SPS responsibility regarding notification of vacancies:
 - a. Position Change Request (PCR): Principals/program managers shall file a PCR upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position in order to hold or save a position or potential position for a particular unassigned employee or other potential applicants. Delays for necessary and unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.
 - b. Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of PCRs that require more than one (1) category. Any assignment will be reviewed by Human Resources and, if deemed appropriate, Human Resources will request the approval/disapproval of the administrative supervisor before processing. After PCRs are submitted, categories and FTE may not be changed unless budget is withdrawn or there are significant program changes.
 - c. The SPS must provide notification of vacancies one week prior to the closing date for applications.
 - d. Candidates on leave shall receive information describing their rights and responsibilities in interviewing for a position. The employee must provide the SPS with a reliable means for contacting them or their designee.
 - e. The SPS shall send a notice and directions to the SPS's web site concerning job postings for the next school year (sometime in April) to candidates on leave. Thereafter job announcements and standardized application procedures will be available on the internal electronic mail system. Candidates are responsible for monitoring the SPS's web site and job postings to identify current openings.
 - f. Candidates are responsible for submitting site-based applications to schools and participating in interviews.

SECTION C: SITE-BASED HIRING PROCESS

1. The hiring process must have the following features:
 - a. All members of the hiring teams will participate in a joint SEA/SPS interview training session which includes communication of the legal constraints against discrimination based on age, race, gender and other factors.
 - b. The hiring team will screen applications and resumes. The SPS will verify appropriate certification for candidates recommended by the school.
 - c. If there are qualified internal candidates for a position, a hiring team will interview at least two for vacant positions. In addition, hiring teams may give consideration to substitutes as outlined in Article V, 8.
 - d. Teachers returning from leave, displaced from buildings, and new recruits will be given full consideration in the hiring process.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

- e. Applicants who best meet the hiring team’s criteria will be interviewed by a hiring team that includes a group of teachers who are knowledgeable about the requirements of the position and the school’s CSIP.
 - f. The hiring team should reflect the diversity at that school in the areas of seniority, educational specialty and culture.
 - g. The hiring team may contain parents and/or other school staff appropriate to the selection process.
 - h. The hiring team and the principal will jointly develop criteria for staff selection that are in alignment with the school’s CSIP.
 - i. The hiring team may also decide to ask applicants for additional information not included in the standardized Site-Based Application.
 - j. Both the SPS and SEA agree that the goal is to complete the majority of the hiring prior to the end of the school year.
2. Any school that currently uses a hiring process that gives staff a more significant role in hiring than is described below as the minimum may retain their process if the school team and principal find the process serves the school well. The ideal hiring process would be based on consensus of principal and staff. Other options include, but are not limited to:
- a. The principal is part of the hiring team.
 - b. The hiring team makes the final decision.
 - c. The principal agrees to hire the number one applicant recommended by the hiring team.
 - d. The hiring team recommends 2-3 top candidates in preference order and the principal selects.
3. The minimum requirement as to staff participation in choosing among candidates is: The hiring team will interview candidates and submit three recommendations in preference order to the principal. The principal must select from among these choices, unless the principal and the hiring team find in checking with references that none of the candidates in fact meet the selection criteria. In that case, three additional recommendations from the hiring team will be made to the principal. If the pool contains no candidates who meet the criteria specified for the opening, the position must be reopened.
4. Conditions for suspension of qualifications-based hiring: Because the designation of substitutes-on-contract may in some years be beyond the SPS’s financial ability to support, the SPS reserves the right to set a limit on the number of substitutes-on-contract it will support or the available budget for substitutes-on-contract and to suspend the qualifications-based hiring in order to preserve full time teaching positions for existing employees.
5. Relationship of hiring policy to conditions for layoff and direct reassignments:
- a. No part of the hiring process and conditions described in this section shall be construed as changing or qualifying the conditions for staff adjustment (layoff) or the SPS’s rights and responsibilities outlined in Article XII of this Agreement.
 - b. SPS and SEA can agree at any time to bypass the hiring process in exceptional cases.

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6. During the first school year in a new position, a teacher cannot be reassigned to another position other than that for which they were hired, without mutual agreement between the principal, the hiring team and the teacher.

SECTION D: HIRING PROCESS FOR CERTIFICATED NON-SUPERVISORY PERSONNEL OTHER THAN TEACHERS

1. Librarians and secondary counselors will have the same hiring process as provided for above. The hiring process for certificated non-supervisory personnel other than teachers, librarians and secondary counselors (i.e., speech/language pathologists, occupational and physical therapists, school psychologists and nurses) will be the same as that outlined with the following exception:
 - a. A hiring team will be assembled. The hiring team will include staff from the supervising department in central administration, staff from buildings who are performing similar professional tasks, and other staff who are knowledgeable about the requirements of the position.
 - b. The hiring team will submit three candidates in order of preference to the director of the supervising department. If none of the candidates referred by the hiring team are found suitable for the position, the director of the supervising department must explain to the hiring team why the information discovered in checking references makes one of the candidates unsuitable for the position. In that case, the department must request three additional recommendations from the hiring team. If the pool contains no candidates who meet the criteria specified for the vacancy, the position must be reopened.

SECTION E: TRANSFER AND MID-YEAR TRANSFERS

1. Voluntary transfers:
 - a. For building based positions, voluntary transfers end on August 1 of each year, unless the two principals waive the deadline.
 - b. Building based staff hired to central office positions after August 1st may not transfer to the central office until the building-based assignment is staffed. If the building-based assignment is not filled, the transfer will be effective by no later than 60 days after the hire date. At any time, the principal may waive these requirements and allow the transfer even if the position is unfilled. Stipends will be paid retroactively to the original hire date.
2. Employees who accept a position in the spring for the following school year must remain in the new position for the entire year.
3. Employees may apply and be selected for a stipend position at any time of year if it constitutes a promotional opportunity.
4. Mid-year transfers can only occur in secondary schools at the semester break.
5. Internal candidates currently teaching in an elementary position may apply for such positions advertised after October 1. If an internal candidate accepts a position, but a mid-year transfer is not agreed upon by their current principal, that position will be filled by a one (1) year contract teacher. The recommended internal candidate will be placed into that position (or another position at that school with the same category or categories) the following year. The one (1) year teacher filling this position would not be retained and the position will not be advertised again. If funding shortfalls reduce positions and no position in the category is available, the recommended candidate will remain in their current position and will not displace a less senior teacher from the school.

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6. A mid-year transfer may occur if the employee, SEA and SPS mutually agree to such transfer. Ordinarily, these transfers should occur within two (2) weeks.

SECTION F: ADMINISTRATIVE TRANSFER PROCEDURES

The following procedures for transfers shall apply to all employees within the bargaining unit:

1. Guidelines for Administrative Transfers: The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and their effectiveness in the total educational program.
 - b. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - c. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
 - a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Item 1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, the employee will remain in the original assignment until a position is available.
 - e. Employees who are on probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate education directors. The SPS will notify the SEA of any proposed transfers.
3. Impact of School Closure: Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:
 - a. Employees from closed schools will be responsible for transporting their personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the SPS will transport the above mentioned materials on an exception basis for employees requiring accommodation under Section 504 of the Rehabilitation Act of 1973.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

- b. Employees from closed schools may personally transport SPS-owned personal-use items, such as: pens, scissors, rulers, binders and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.
- c. The SPS will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of SPS textual materials and/or equipment they presently use to their new SPS locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by the SPS.
- d. Every effort shall be made to have the materials of transferring employees from closed schools transported by the SPS to their new work locations by August 17.
- e. It will be a top priority of the SPS to have essential equipment, supplies and textual materials assigned and available in all buildings by August 17.
- f. In the event that an employee, who has been reassigned as a result of school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the SPS which are associated with school closure or relocation of programs, the employee will be compensated for duties performed beyond their contracted work year at the employees per diem rate. The employee will receive at a minimum one day to pack their assigned classroom and one day to unpack their classroom. Those employees who require more time to pack the District supplies in their workspace such as librarians, physical education teachers, band directors, etc. will be compensated for up to three (3) days to pack and unpack. This section includes those sites that are scheduled for construction and require employees to move into other buildings/classrooms.

SECTION G: SPECIAL STAFFING ISSUES AT SCHOOLS REQUIRING SPS INTERVENTION

- 1. SPS may choose to intervene in a school that has remained in the lowest performance level over the course of three years.
- 2. By January 31, SPS will notify schools for which there will be an intervention the following school year. If the intervention requires staff to meet new expectations, these expectations will be shared with current staff by February 15. In such cases, SPS will require existing staff to decide by March 15 of the current school year if they wish to remain in the school.
- 3. Staff members who remain at the schools requiring special intervention must commit to make any adjustment in curriculum or instruction as required by SPS and reflected in the CSIP adopted for the following academic year.
- 4. Staff members who choose not to remain at that school will participate in the district's site-based hiring process. The positions that they have chosen to vacate will be filled through this hiring process as well.
- 5. A staff member who chooses not to remain at the school requiring special intervention is eligible to apply for open positions elsewhere in the SPS. Staff members will qualify for the displaced pool under the terms described in Section B above.
- 6. Nothing in this section prohibits the district from having all rights afforded by the administrative transfer procedures in accordance with Article VIII, Section F.

SECTION H: PROGRAM MOVEMENT OR CLOSURE

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

1. Instructional staff associated with a program that moves from one work site to another are assumed to move with the program. A teacher who prefers to stay at the original site may do so, if there is a vacancy for which they are qualified/certified and if the employee commits to the training or changes in curriculum as the CSIP requires for the next year. A teacher who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will be displaced and must apply and compete for other positions in the SPS.
2. If a program is terminated and then reinstated within two (2) school years, teachers who were in that program shall have first priority for the re-openings. The teacher will successfully complete the training as required in the school's CSIP and will revise curriculum and instructional methods to reflect the new direction of the program.
3. Prior to terminating a program or the closure of a school, any displaced teacher may choose from the following options: to remain at the original site if there is a vacancy for which they are qualified/certified and if the employee commits to the training or changes in curriculum as required in the CSIP for the next year or shall select or be placed in a vacancy during Phase II, after those needing 504 accommodation have been placed.

SECTION I: EMPLOYEES COVERED UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodations. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodations and will be aligned with the details of the approved 504 accommodation.

SECTION J: AFFIRMATIVE ACTION

1. The Seattle School Board selects employees as needed on the basis of merit, training and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, gender, age, marital status, sexual orientation or disability except as may be permitted to meet a bona fide occupational qualification and the SPS shall comply with State or national laws as may pertain thereto.
2. The SPS has as its goal an Affirmative Action program of recruiting, hiring and assigning staffs in every department, every school and at every level of operation with proportions of racial minority to total employees corresponding to the SPS Affirmative Action program.
3. In implementing the Affirmative Action program, the SPS shall recruit, employ and assign personnel in conformity with State and federal laws, rules, regulations and directives.
4. The SPS's Affirmative Action goals shall not serve as ceilings or quotas for representation of racial groups among SPS employees.

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION A: LENGTH OF SCHOOL WORKDAY

1. Elementary School Day.

The elementary contractual day will remain a seven and one-half (7.5) hour workday. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or during the contractual time following the student day.

2. All K-8s will follow the elementary school schedule with equivalent student instructional minutes and equivalent staff work hours for elementary and middle school staff working at K-8 sites. PCP minutes will be assigned according to the elementary and middle school schedules, as referenced in Article IX, Section E (elementary) and Article IX, Section C (middle school/high school).

3. Secondary School Day.

The standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the twenty (20) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the twenty (20) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the thirty (30) minutes following the student day.

4. These standard elementary, K-8, and secondary working day schedules would not necessarily hold for schools where staff and administrators have developed and arranged special variations in curriculum, instructional methods, and staff organization. This includes schools that staff certain individuals related to specialized job titles to assist with an extended learning day for students. All employees in these positions must agree on the altered schedule.

5. K-12 Collaboration Time. The District will schedule one seventy-five (75) minute

a. Early release will occur every Wednesday except for the first week of school.

b. Common Planning time is teacher-directed time for educators to plan and prepare together with colleagues.

c. Starting with 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

d. Starting in 2019-20, the second early release day of each month will be for Collaboration Time. There will be ten such early release days in 2018-19. Collaboration time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards: sharing student

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally-relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.

- e. Eight of the remaining early releases will be for building determined professional development (see Article II, Section A).
 - f. Eight of the remaining early releases will be for common planning time dedicated to eliminating opportunity gaps. Educators will collaboratively analyze disproportionality within their grade level, department or school. Disproportionality could be related to academics, access to advanced learning or enrichment opportunities, over-identification of students of color in SPED, disproportionality in discipline, etc. Educators will work together to analyze individual, institutional and structural racism that may be contributing to the school wide disproportionality and make plans to redesign instruction or supports/interventions that will address disproportionality.
 - g. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.
6. Employees will be expected, in addition to performing duties during the regularly scheduled on-site hours, to participate in activities and to perform duties related to the functioning of the total school, such as faculty meetings, organizational meetings, the guidance and counseling of students, parent contacts and meetings, and those duties associated with school activities not covered by currently stipended positions.
- a. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.
 - b. Participation in faculty, instructional council, departmental, team/grade level, safety, and technology meetings, will not exceed one hour outside the defined workday unless mutually agreed upon by the participants. Building scheduled faculty meetings (emergencies excepted) shall not exceed one per week; and no more than two meetings per month may be used primarily for business or professional development. One building scheduled faculty meeting per year will be allocated each year to allow staff to work on Safe Schools. Other meetings will be used pursuant to site-based decision-making process, and consistent with the SCIP and school's efforts to ensure equity in discipline, learning and opportunity for all students, for individual teacher planning time, teacher-directed collaboration time. PLCs, Safe School requirements, or a combination.
 - c. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their supplemental responsibilities.
 - d. Employees will not be required to meet during their preparation time during the student day without twenty-four hours' notice.
 - e. Because of technology tools deployed by the District, parents have an expectation of access to classroom information. Facilitated by the BLT and using the site-based decision-making process, schools will determine what is acceptable practice and workload for employees to communicate to parents.

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7. Employees who report to a staff organization and/or are assigned to and maintain an office in the John Stanford Center or one of its branches will be on duty for eight (8) hours. This category includes employees in programs such as Curriculum and Instruction, School to Work Program, Bilingual Education, Special Education, Special Programs, and whose responsibility is primarily support for the classroom teacher or school staff as a consultant specialist, instructional coach or other similar titles. These employees may flex their time when during the contractual year they are conducting professional development, training, or other work beyond their regular scheduled hours with prior approval from their immediate supervisor. No employee will be forced to work outside their contractual year without agreeing and being paid their daily rate.
8. Certificated personnel who are assigned to a school building on a part-time basis, temporary and/or substitute certificated non-supervisory employees are expected to conform to the normal workday as defined above in the assignment to which they are placed.
9. Exceptions to Items 1, 2, 3 and 4 above may be granted for SEA activity or, at the discretion of the building principal/program manager, for attendance at professional activities or for urgent personal business. Other employees who do not work in the school setting may arrange with the immediate supervisor to attend to similar activities.
10. Visitations by employees to the homes of their students shall be at the option of the employee, with the approval of the building principal/program manager.
11. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, they may require the employee to meet the building's regular schedule.
12. Executive Directors of Schools will work with buildings to establish best practices regarding parent visitations and emails. These district best practices will be communicated to families each year. BLTs may request a meeting with the area Executive Director to discuss issues concerning the workload associated with parent/guardian communication that the building believes is excessive. The area Executive Director will develop a plan with the staff that will ensure that teachers get to focus on teaching and learning. Individual employees may request that an administrator remind parents/guardians of the agreed upon best practices.

SECTION B: EMPLOYEE LOAD

1. Elementary teachers will be assigned by the building principal/program manager to combination or split grades as required by the actual student enrollment in a specific school. An employee will be assigned to a combination or split-grade class by the building principal/program manager only after discussion with the employee regarding the necessity of the assignment.
2. In the process of organizing elementary school classrooms at the beginning of the school year, the basic class size in combination or split-grade assignments shall be at least two (2) less than the average class size limits of those combined grade levels for a particular school. This does not apply to staff who make the choice to split with a co-teacher or multi-age classrooms (where the building has adopted that mode of instruction in whole or part).

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3. Combination or split-grade assignments as differentiated from multi-age organization shall not be given to beginning teachers until they are proficient in three domains of the evaluation. Except for first year teachers, exceptions can be approved by the Executive Director of Schools.
4. The SPS will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields. Secondary teachers will not teach more than five (5) class periods per day without volunteering and being compensated for giving up their PCP time. To the extent possible, departments will balance the number of preparations between employees. Schools will avoid giving teachers new to the profession more than two different curriculum course preparations. An exception to this last rule may happen when the new employee is the only person in their job category at the school or when the number of preparations in any given department would cause the District to have to compensate an employee for extra preparation time.
5. Variations to the above conditions shall be made by the building principal/ program manager after discussion and mutual agreement between a teacher, an affected grade level, a department, the certificated teaching staff (faculty) or the BLT/Instructional Council. The written record of the arrangement shall be retained on file in the school office and shall be binding on all affected parties for one semester/year as appropriate.
6. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings. Mileage allowance shall be provided for travel between the two work locations pursuant to Article VII, Section D of this Contract. The employee shall keep a mileage report. The affected principals will agree to means for reimbursement.
7. When the need is mutually agreed upon between the building principal/program manager and the employee, employees who are transferred from one work location to another during the school year shall be provided with one (1) work day to vacate and relocate before the assignment is to begin, except when the transfer occurs at semester times.
8. The SEA will be given advance notice of any new programs, initiatives, curriculum, or significant changes to existing programs. A workload analysis should be discussed in the Labor-Management Committee, prior to implementation in the SPS. The SEA will have the opportunity to discuss with the District all concerns regarding increased employee workload that may be created by implementation of programs or proposals. The Committee will be part of the labor/management meetings and both parties may bring representatives (e.g. teachers, principals, instructional assistants, office personnel, etc.) to discuss the impact. When professional development is involved, discussions will be in collaboration with the professional development steering committee. The proponent will give all affected parties (e.g. SEA, SPS, building staff) reasonable notice so that any issues can be resolved in a timely manner.

SECTION C: PREPARATION-CONFERENCE-PLANNING TIME

1. All teachers shall plan with the building administration in their schools to organize their work day to include Preparation-Conference-Planning (PCP) time. Elementary teachers and elementary teachers assigned to K-8 schools shall have a minimum of 160 minutes per week of PCP time within the employee workday. All secondary teachers shall plan with the building administration to have PCP time to the equivalent of one (1) full class period per day. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the contractual time following the student day. The faculty representative organization shall be responsible for working with building administration to develop plans for PCP time when the faculty delegates this responsibility.

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2. The primary purpose of PCP time periods in elementary, middle and secondary schools is for the individual teacher to prepare, plan and conference; however, PCP time shall also be used for period conferences, departmental meetings and other cooperative group planning.
3. Teachers on a part-time contract shall be entitled to prorated PCP time in a ratio equal to the percentage of time they work.
4. Preparation-Conference-Planning (PCP) teachers may be assigned on an itinerant basis, although the District recognizes that best practice has teachers assigned to one site.
5. Buildings may choose, by a 2/3 vote of the building's SEA represented staff who work in the building at least two days a week, to schedule extended blocks of PCP time on some days in exchange for no PCP time on other days so long as: 1) the scheduled PCP time meets the minimum weekly standard set forth above; 2) there is no loss of instructional time; 3) there is no impact to the number of daily class periods approved by the Superintendent's designee; and 4) there are no additional costs to either the building or SPS. Any building that chooses to provide extended blocks of PCP time must provide SEA and SPS a copy of its PCP schedule. A vote will need to be conducted yearly. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be 2/3 of the vote when totaling the yes and no votes together.
6. Due to the impact of early release days, elementary schools (and the elementary portion of K-8 schools) may adopt schedules according to their established building decision-making processes that do not necessarily provide that each teacher has a PCP period on each work day.

SECTION D: CLASS-SIZE & STAFFING RATIOS

1. SPS Averages and Building ranges: The SPS recognizes that a reasonable school class-size ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment. The SPS and SEA believe that class-size ratio must reflect individual school needs and unique problems. Staff and building administrators are encouraged to develop cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.
2. The SPS will maintain an average SPS building ratio of students to full-time equivalent teachers at no more than 26:1 for grades K-3, 28:1 for grades 4-5, and 150:1 for grades 6-12 (when grade 6 is conducted using a secondary model), exclusive of Special Education and Bilingual.

An exception to the average ratios will occur when the SPS ratios do not meet state mandated class reduction requirements as outlined in state budgetary decisions.

3. Elementary/Secondary Regular Programs:

Elementary and Secondary Class Size Ratios: In implementing the objectives of quality instruction and in order to properly deal with the challenges of discipline, counseling and instruction, the SPS shall maintain a class-size ratio of students to full-time equivalent classroom teachers at no more than the following:

- a. Secondary Class Size: Take actions to limit class size to thirty-two (32) students for core classes in grades 6-12 (28 for grade 6 when the site uses an elementary model for grade 6). Core is defined as including English/Language Arts; World Languages; Math; Science; and Social Studies. These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. An example would be the adoption of a block schedule. The appropriate executive level administrator will be notified by the building

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principal/program manager of assignments which exceed the guidelines to address the overload. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher, the SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.

- b. Secondary Daily Limits: Maintain a staffing guideline of 150 students per teacher per day (when using a block or modified schedule, the total students served by a teacher each week would be 150), with the exception of special classes and programs where the individual class size has been exceeded in grades 6-12. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.
- c. Class size for non-core classes will be limited by space, safety, equipment needs, ability to supervise, and effective instruction. If non-core classes have been incorporated into an integrated/cluster curriculum, then class-size limits could apply. The principal will consult with staff in departments offering non-core classes concerning these issues. If requested by the teacher, the SEA representative may be involved in this discussion. After meeting with the building principal regarding any concerns, a teacher may request for their caseload to be reviewed by the Superintendent designee for the purpose of determining if there are student health and/or safety concerns within the classroom.
- d. Elementary Class Size Individual Classrooms: Take actions to limit individual regular academic class size for grades K-3 to twenty-six (26) and for grades 4-5 (and grade 6 when operated in an elementary model) to twenty-eight (28). These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. Exceptions to these limits would occur when the SPS ratios do not meet state mandated class size reduction requirements as outlined in state budgetary decisions. The preferred solution is to reduce class size to the negotiated levels; failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.
- e. Maintain staffing in special programs for students with disabilities at levels to provide exceptional children an opportunity to achieve to the best of their ability. Staffing guidelines for various programs will be in conformity with the students' educational needs, State standards and State funding and can be found in Section F of this Article.
- f. When possible, IEP identified students will be assigned in a way that results in an equitable apportionment, with special consideration for the nature and extent of the disability, among the classroom teachers at each school.
- g. As soon as relevant information about an IEP student is received by the SPS's Special Education office and the school, it will be shared with the teachers to whom that student is assigned.

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- h. When building/programs intentionally staff programs outside contractual ratios, with affected staff agreeing, no compensation will be paid for overloads. No overload compensation will be paid on days when additional staffing has been provided to address class overloads.

SECTION E: ELEMENTARY SPECIALISTS

1. The SPS recognizes that specialists provide instruction at the elementary level which is beneficial to the instructional program.
2. In order to provide increased specialization in physical education, music, or other subject matter areas at the elementary level, while at the same time providing for quality program and schedule flexibility, Elementary Specialists and Elementary Specialists assigned to K-8 schools will be assigned no more than (40) sections per week to provide for the 160 minutes per week, allocated to classroom teachers as Preparation-Conference-Planning (PCP). If a school provides more planning time for classroom teachers, the cost of doing so is the responsibility of the building.
3. To promote equity between classroom teachers and Elementary Specialists, class size for Elementary Specialists shall be subject to the same limits as for all other classroom teachers as specified in Article IX, Section D,3, d of the Collective Bargaining Agreement.
4. When creating building schedules, schools must give consideration to the daily schedule of the Elementary Specialist including Preparation-Conference-Planning time and recess, if applicable. The specialists will be involved in the scheduling of classes and their PCP and the specialists and administrator should strive to achieve consensus.
5. Elementary Specialists will work with the principal to develop a schedule that includes a sufficient amount of passing time between classes.

SECTION F: SPECIAL EDUCATION STAFFING RATIOS, RELIEF AND WORKLOAD ISSUES

1. STAFFING RATIOS:
 - a. The following full continuum of service levels shall determine the number of students served per special education classroom teacher. SPS will provide the Full Continuum of Services with the student to staff ratios and services as outlined below in this section and in the accompanying chart listing Service Models and Ratios; more staffing can be added to meet the needs listed on the students' IEPs and emergent needs of each school. The following staffing ratios will be used in schools as a means for staffing teachers and paraprofessionals in Special Education:

Service Model	Ratio (student: teacher: IA)
Access- Elementary	10:1:3
Access- Secondary	13:1:3
Social and Emotional Services	10:1:2
Focus	10:1:2
Distinct	7:1:2
Deaf/Hard Hearing	9:1:2
Medically Fragile (including pre-K)	6:1:2
Vision Impairment	18:1:1
Orientation & Mobility (Itinerant)	12:1
Resource Satellite	18:1:1

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Resource Continuum	22:1
Preschool (includes DHH preschool)	10:1:2
Transition (Access, Behavior, Focus)	10:1:2
Transition (Medically Fragile/Distinct)	6:1:2

Schools:

- 1) Satellite school: An elementary school or K-5 portion of a K-8 school where resource services provide specially designed instruction in specific academics and social skills.
- 2) Continuum school: Continuum schools will have a range of special education service options which guarantee a student's access and participation in Resource, Access, Intensive services and General Education.
- 3) School special education teams consist of special education teachers, special education paraprofessionals, ESAs, and building administrators. School special education teams will work as a collaborative team to plan and provide services and may flexibly determine staffing for certificated and classified staff based on student needs. Special Education paraprofessionals will maintain their current primary classroom assignment with flexibility to support inclusion of special education students and/or grouping of special education students outside of and between special education classrooms.
 - a) Resource Services: Students who receive resource services are students with mild to moderate differences in their instructional needs for specific academic needs and social skills. These students spend the majority of their instructional time in general educational settings with targeted support. Students may qualify in any one of the thirteen federally mandated categories of disability. Services may be provided in any setting based on the IEP. Students at all grade levels have a right to these services. In schools with the full continuum of services, resource services will be staffed at 22:1 ratio and in satellite schools the resource services will be staffed at 18:1:1 ratio.
 - b) Access Services: Access Services shall provide specially designed instruction to students with moderate to intensive academic and functional needs. These students are able to make progress on their IEP goals while spending the majority of their instructional time, including specially designed instruction, in general education settings with full range of supports needed. These students may also benefit from a variety of specialized instruction, including smaller group instruction and intervention, for part of the day. Students at all grade levels have a right to these services. Access Services will be staffed at a ratio of 10:1:3. Students may qualify in any one of the thirteen federally mandated categories of disability. Access services-Elementary will be staffed at a ratio of 10:1:3. Access Services-Secondary will be staffed at a ratio of 13:1:3.
 - c) Social and Emotional Services: Social and Emotional Services shall provide specially designed instruction to develop the student's social/emotional skills, and social understanding. These students are able to make progress on their IEP goals spending a majority of their instructional time in a smaller group setting as their least restrictive environment. Additionally, these services may provide some or all of the academic instruction needed by these students as determined by the IEP. Students at all grade levels have a right to these services. Social and Emotional services will be staffed at a ratio of 10:1:2

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- d) **Focus Services:** Focus Services shall provide specially designed instruction to students with intensive academic and functional needs and provide students opportunities to participate in the general education curriculum through specially designed instruction at their present level of performance. These students benefit from spending a majority of their instructional time, including specially designed instruction, in a smaller group setting as their least restrictive environment. Students at all grade levels have a right to these services. Focus Services will be staffed at a ratio of 10:1:2.
 - e) **Distinct Services:** Distinct Services shall provide specially designed instruction to students who would benefit from a curriculum which differs significantly from the general education curriculum. These services may include academic, communication, life and functional skill components. These students benefit from spending a majority of their instructional time in a smaller group setting as their least restrictive environment. Students at all grade levels have a right to these services. Distinct Services will be staffed at a ratio of 7:1:2.
 - f) **Unique Assignment needs:** Unique assignments provide support to students who may not benefit from any other of the identified pathways and/or are delivered at an alternate services location. Students receive specially designed instruction in their least restrictive environment as determined by the IEP Team. Students who may benefit from a concentration of support services, or specialized facilities outside their assignment area will be provided an appropriate placement. Staffing ratios for these groups of students are as follows: deaf/hard of hearing is 9:1:2; visual impairment is 18:1:1; orientation and mobility (itinerant) specialist is 12:1; medically fragile is 6:1:2.
 - g) **Preschool classrooms,** including DHH preschool classrooms, will have a ratio of 10:1:2, except for medically fragile classrooms, which will have a ratio of 6:1:2. The teacher will select and admit up to two additional students who are typically developing peers.
- a. **Overages:** Any time a teacher goes beyond the staff ratios identified above, the following improvements in the overage chart below will be made:

Student Overages	Remedies
Resource Services Continuum	Per teacher
1-4	overage pay
5-8	.4 cert FTE.
9-13	.6 cert FTE.
14-17	.8 cert FTE
18-22	1.0 cert FTE
Resource Services Satellite (Elementary)	Per teacher
1-4	Overage pay
5-7	.4 cert. FTE.
8-10	.6 cert. FTE.
11-14	.8 cert. FTE.
15-18	1.0 cert FTE

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Resource Services Continuum (Secondary)	Per teacher
1-4	Overage pay
5-12	.4 cert FTE
13-17	.6 cert. FTE
18-22	1.0 cert FTE
Access Services-Elementary	Per Teacher
1-2	overage pay
3-4	Overage pay or 1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Access Services- Secondary	Per teacher
1-4	overage pay
5-6	plus 1 IA FTE
7-9	New classroom-1 cert FTE plus 1 IA FTE
10	New classroom-1 cert FTE plus 2 IA FTE
Social /Emotional Services	Per class
1-2	overage pay
3-4	1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Focus Services	Per class
1-2	overage pay
3-4	Overage pay or 1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Distinct Services	Per class
1	Overage pay
2-3	1 IA FTE
4	New Classroom- 1 cert FTE plus 1 IA FTE
5	1 cert FTE plus 2 IA FTE
Medically Fragile Services	Per teacher
1 or 2 over in the District	1 IA FTE
3 or 4 over in the District	New Classroom - 1 cert FTE and 1 IA FTE
5 over in the District	1 cert FTE and 2 IA FTE
DHH	Per teacher
1- 2	overage pay
3-4	Teacher choice: Overage pay or 1 IA FTE
5 or more	New classroom- 1 cert FTE plus 2 IA FTE

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Visually impaired	Per teacher
1-2	Overage pay
3-6	Teacher choice: 1 FTE IA or overage pay
7	1 cert FTE
Orientation and mobility	Per teacher
1-5	overage pay
6	1 cert FTE
Preschool	
1	Overage pay
2-3	Teacher choice: 1FTE IA or overage pay
4+	1 cert FTE plus 2 IA FTE

- b. Process for going outside the contractual limits for Resource, Access, Social and Emotional, Focus, and Distinct Services: Central office communicates with the principal and teacher about the possibility of having an overage. The school and teacher determine the type of overage support based on the chart above. After agreement by the school and teacher, the principal will communicate the overage request to SEA and the SPS Special Education Office. SEA will contact the employee to verify that the employee agrees with the overage remedy. Once verification has taken place, the remedy will be enforced.
- c. In the case of unfilled positions, staff who are assigned case management for students not on their caseloads will have those students counted for purposes of determining overage pay. Such students will be weighted according to the ratio of their identified service placement.
- d. Special education certificated staff will receive overage from the date on which the overage first occurs. Overage necessitating FTE changes will be implemented quarterly unless existing part-time staff in the school or building wish to increase their FTE, in which case the change will be made on a monthly basis.
- e. When the Special Education ratio falls below the above staffing ratio due to an under enrollment the following will occur:

Total of students assigned	Amount of staff assigned
Resource Services Continuum (Elementary)	Per school
17-14 students enrolled	.8 cert FTE
13-9	.6 cert FTE
8-5	.4 cert FTE
4-1	.2 cert FTE
Resource Services Satellite	Per school
14-11 students enrolled	.8 cert FTE
10-8	.6 cert FTE
7-5	.4 cert FTE
4-1	.2 cert FTE

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Resource Services continuum (Secondary)	Per school
22-16 students enrolled	1.0 cert FTE
16-10	.6 cert FTE
9-1	.4 cert FTE
Access services	Per school
4 students enrolled	1 cert FTE, 2 IA FTE
1-3	1 cert FTE
Access Services- Secondary	Per teacher
12-7 students enrolled	1 cert FTE plus 3 IA FTE
6-4	1 cert FTE plus 2 IA FTE
3-1	1 cert FTE
Social and Emotional Services	Per class
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Focus Services	Per class
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Distinct	Per class
5 students enrolled	1 cert FTE, 2 IA FTE
1-4	1 cert FTE, 1 IA FTE
Medically Fragile	Per teacher
No adjustments	
DHH	Per teacher
No adjustments	
Visually impaired	Per teacher
6 students enrolled	1 cert FTE
Orientation and Mobility	Per teacher
6 students enrolled	1 cert FTE
Preschool	
No adjustments	

2. RELIEF

a. Special Education Relief Fund Committee:

- 1) The Relief Committee shall be convened each school year to review staff requests and make relief decisions, including allocations from the Special Education Relief Fund to address the need for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and insure safety and effective learning environments for special education students.

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- 2) SPS will provide a fund of \$520,000 per year. (This is combining the 4b committee and DSU funds) The purpose of the fund is to alleviate unanticipated problems beyond regular baseline staffing in the area of Special Education.
 - 3) The Relief Committee shall be composed of five (5) representatives appointed by the SPS and five (5) representatives appointed by the SEA.
 - 4) The Relief Committee shall be appointed no later than 9/1 in each year and shall continue to meet on a prearranged schedule agreeable to the Committee members. However, the committee will meet outside of its scheduled meetings to provide relief to impacted staff and students as soon as possible. The committee will reconvene in May each year to review the effectiveness of the recommendations and suggest modifications as appropriate.
 - 5) The following procedures shall apply for the identification of problems and recommendation of proposed resolution:
 - a) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving students with special needs, shall be first brought to the attention of the building principal/program manager.
 - b) If a solution is not achieved at the building level, the employee may, by no later than May 1 each year, refer the problem(s) to the Relief Committee.
 - c) Staff shall complete the Special Education Relief Fund form (Appendix U). Along with the Special Education Relief Fund Form attach behavior data and incident report forms if pertinent.
- b. It is recognized that some students in Special Education may present severely aggressive, disruptive and/or acting out behaviors. In situations where the students pose a significant problem for classroom management and documentation is available as to the specific behaviors of concern - their intensity, their frequency, and interventions attempted - options for support shall be made available either by a school or SPS-based student support team upon written request by the classroom teacher. Options to relieve outside of schools suspension, may include, but are not limited to:
- 1) Instructional support in the form of behavioral and intervention strategies;
 - 2) Support for parent/family as appropriate;
 - 3) Support from a SPS appointed behavior specialist for students who have Autism with aggressive and unsafe behaviors, Emotional/Social Disorder Specialist; and/or a counselor for Mental Health Disorders;
 - 4) Increased individualization of program/alternate placement;
 - 5) Short-term Instructional Assistant assigned to that particular situation.
 - 6) Any changes in services remain subject to IEP process requirements. It is recognized that the intent of this provision is to provide support to the classroom and not as a means for evaluating teachers.
3. WORKLOAD ISSUES:

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- a. The district will provide an IEP content and district procedures training two times per year. Attendance to one IEP content/procedure training per year will be mandatory for anyone who is responsible for writing IEPs.
- b. The district recognizes the need for appropriate training to better serve all students. The building administrator/supervisor will allow employees the opportunity to attend a meeting facilitation training, which will include training to assist facilitators to work with difficult teams.
- c. The building administrator/supervisor will allow employees the opportunity to attend a Special Education Law training at least one time per year.
- d. Certificated staff new to special education in the district, will receive the IEP Online training within thirty (30) days of their start date.
- e. In order to facilitate the educational assessment and to provide services to students with special needs, and to provide health/medical and legal safeguards for the students and employees, all information shall, to the extent possible, be made available within the receiving building prior to student placement for students being placed from outside the district.
 - 1) Student Services Assessment Report and Summary;
 - 2) Any medical information necessary for student safety;
 - 3) Specialized Education Services Report(s), if applicable;
 - 4) Parent Appraisal;
 - 5) Student's initial and current IEP's;
 - 6) Former academic program, social information; and, behavior plans;
 - 7) Notice of any critical condition.
- f. For special education students being transitioned from within the district, access to the student's IEP online file will be given to the new team as soon as the student's placement has been verified. After the IEP team makes the determination of the least restrictive environment for a student, the central staff assigns the student to the appropriate building dictated by the IEP team recommendations of services within the student's middle school assignment area or linked school. The building staff (principal, head secretary and IEP case manager (receiving teacher)) will be informed of the student assignment with student name and student number. IEP Support will be contacted to provide access to the receiving teacher. The receiving IEP team will have 3 days to prepare for the student's transition to ensure the student will receive appropriate services upon entry to the new school.
- g. In addition, certificated special education employees, including clinical ESA staff, who are responsible for preparing IEP's and/or special education evaluations are entitled to a \$2500 annual stipend, pro-rated by FTE and paid in two installments, in recognition of the workload associated with preparing and completing IEPs and special education evaluations, meeting compliance requirements, and supervising students as required by the IEP. To access this payment the employee must be current in their responsibility for IEP preparation and completion. In addition, when a special education case manager goes above and beyond the recognized service caseload they will receive additional compensation of \$75 per IEP. Any ESA who has a caseload, at least 2 above the average caseload for their respective field, will also be entitled to the additional compensation of \$75 per IEP.

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- h. Employees responsible for preparing the Washington- Access to Instruction and Measurement (WA-AIM) are entitled to additional pay of \$50 per section per student.
 - i. All employees involved in the special education student riser process (including visiting schools, participating in meetings, and transfer of files) will be paid at their workshop hourly rate for any time beyond their contractual day. The Special Education Department will fund up to two days of release per teacher of intensive students, in support of the riser process. Teachers will submit request for release time to Principal and Special Education Department.
 - j. Special Education Instructional Assistants' priority is to meet the needs of students with IEPs. Schools will not regularly assign Special Education Instructional Assistants as the primary supervisor of general education-only students. Special Education Instructional Assistants may also support General Education-only students during the normal course of their supervision of students with special needs.
 - k. Starting in 2018-19, the Special Education department shall allocate a Team Lead stipend for up to 25 designated Elementary Schools which have a Resource Room and two or more intensive service models and a high number of IEPs.
 - l. Certificated Special Education staff will have access to a fund of up to \$50,000 for the purpose of professional development.
4. SPECIAL EDUCATION JOINT LABOR MANAGEMENT COMMITTEE
- a. SEA and SPS will convene a committee on a monthly basis to support the work of the special education program and its staff to deliver high quality services to our students.
 - b. SPS representatives will include leaders from both the special education and human resources departments. SEA representatives will include a range of both certificated and classified staff.
 - c. The parties may convene subcommittees as mutually agreed. In 2018-19, a Pre-K, a Deaf and Hard of Hearing, and an Assistive Technology subcommittee will each be convened.
5. JOINT SPECIAL EDUCATION TASKFORCE
- a. SEA and SPS will continue the Joint Special Education Services Taskforce. The Taskforce includes SEA-represented educators appointed by SEA and building administrators, family representatives, and leaders from the Special Education Department appointed by the District.
 - b. The Task Force will meet monthly. The charge of the taskforce is to:
 - 1) Monitor and review data and reports provided by the SPS. Data and reports SPS will bring to the Taskforce will include but are not limited to student numbers, demographics, population shifts, current schools with services provided, capacity of buildings, staff turnover, vacant certified and classified special education positions, and work on corrective action plans.
 - 2) Review and make recommendations on:
 - a) The District's efforts to implement, monitor and improve the Full Continuum of Services
 - b) The Special Education Professional Development Plan
 - c) Transition Services

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- d) Appropriate assessments for students receiving special education service
 - e) Discuss and consider any other topic the Taskforce agrees is necessary to its work.
- c. Decisions regarding recommendations shall be made by consensus. The district shall keep minutes of the meetings and make these minutes available within 5 days of the meeting.

SECTION G: COVERING CLASSES AND SUBSTITUTE REBATE AND REIMBURSEMENT

1. Requests initiated by the building principal/program manager or their designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or their designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute. See Section 4 below, Substitute's Rebate and Reimbursement, for details regarding substitute rebate and reimbursement when a substitute is not available and another teacher or teachers in the building cover the absent teacher's class or classes.
 - a. Arrangements for class coverage may be made between employees with the approval of the building principal/program manager.
 - b. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.
2. Practicum students and non-certificated personnel may be used to cover classes only in emergency situations as described in Section G, Item 1 above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In exceptional situations, the building principal/program manager or their designee shall make the decision for an arrangement and shall accept ultimate responsibility.
3. No Special Education teacher shall be required to teach a program for which they do not have the appropriate training and/or experience as determined by the SPS.
4. Substitutes Rebate and Reimbursement: The SPS shall rebate to each building/program/office a sum equivalent to a substitute's daily rate of pay for each occurrence during the school year that the SPS is unable to provide a substitute to a building/program/office which has, following the normal process, notified the Substitute Services of their need for substitute services. The rebate shall be provided to affected buildings/program/offices on a quarterly basis.
5. Each building will have an emergency substitute process in place that equitably distributes the responsibility for covering teaching assignments when a substitute is not available. Each school will determine a reimbursement policy for SEA-represented non-supervisory certificated staff substituting for other SEA-represented staff consistent with the following guidelines:
 - a. For certificated non-supervisory staff substituting for other certificated non-supervisory staff:
 - 1) All schools will determine a reimbursement policy for substituting based on the daily rate of pay for a substitute. Building staff will, through the building decision-making process, determine pay based on blocks of time, such as periods, the entire day, or percent of a class. Reimbursement will not be based on an hourly rate of pay.
 - 2) This compensation is similar to the stipend for additional duties.

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- 3) The building staff may determine if a stipend will be paid out of the money reimbursed to the building for bookkeeping within a building.
 - 4) Based on the school's reimbursement policy, staff who substitute when a regular substitute is not available shall complete a Certificated Substitute Reimbursement Form on a quarterly basis.
- b. For certificated non-supervisory staff when a paraprofessional substitute is not provided, the certificated staff will be reimbursed at the rate of pay for a paraprofessional substitute.

SECTION H: SCHOOL FACILITIES, TEACHING STATIONS AND ITINERANT WORKSPACE

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating, ventilation, and lighting. The facility shall meet all health and safety standards for employees. After weekends or periods of school closures, gymnasiums with centrally controlled heating will have the heating turned on one hour prior to the time of the rest of the school.
2. When it is necessary to assign employees to relocatable structures (portables), the building principal/program manager will discuss the assignment with the employee.
3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for the classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.
4. Classrooms that are used for eating areas at lunch due to no central feeding location at the school site will be cleaned daily.
5. Movement of Employees Within the Program
 - a. In assigning classrooms and teaching stations, an employee shall not be assigned to more than two (2) teaching station assignments nor be required to "float" for two (2) consecutive years without agreement by the employee and the building principal/program manager.
 - b. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:
 - 1) For educationally sound reasons, such as implementation of flexibility in programming;
 - 2) With as little disruption to the instructional program and personnel as possible.
 - c. With classrooms between which the employee must travel to be located as conveniently near one another as possible. Whenever possible, the SPS shall make the following provisions for the "floating employee":
 - 1) Adequate storage in each classroom in which the employee works, e.g., file and desk drawer, table with drawers, or a section of a cabinet;
 - 2) Equipment and materials located within each room, e.g., books, basic laboratory equipment, and audio-visual equipment so only the employee must move;
 - 3) A private desk and file cabinet for the "floating employee" away from students, not necessarily in an individual office, but some place where only building staff members are admitted.

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7. The SPS shall provide a teaching station for the itinerant teaching personnel with required equipment and technology and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.
 - a. Student Service personnel and itinerant Special Education personnel shall be provided an adequate working space for each particular building.
 - b. The working space shall be reserved for the personnel during the time they are regularly scheduled into the building.
 - c. The needs for privacy and/or the protection of materials shall be met.
 - d. The employees shall be provided access to a telephone where private conversations are possible.
 - e. After discussion with the employee, the building principal is responsible for making these arrangements. The building principal and the program manager will work to resolve conflicts regarding space.
8. The working space of any employee will be of the appropriate size to fit the students and employees safely and comfortably in the assigned room. SPS will assign students and place programs at appropriate sites to ensure that there is adequate working space to provide quality instruction and services.

SECTION I: KINDERGARTEN INSTRUCTION

1. All kindergarten teachers shall be provided Preparation-Conference-Planning (PCP) time consistent with Article IX, C of this Agreement.
2. The SPS shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Article IX, H of this Contract.
3. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.
4. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.
5. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and end of the academic year.
6. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade.
7. The total number of minutes of instructional time shall be consistent for all half-time kindergartens and consistent for all full-time kindergartens throughout the SPS.
8. Any teacher required to implement the WA Kids Assessment will receive two (2) days of pay or release time per testing period per class. In addition, each school required to implement WA Kids will begin the year with a slow start for Kindergarten by having the first three (3) days of school set aside for conducting family connections.

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SECTION J: BILINGUAL EDUCATION

1. Bilingual Education programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.
3. Elementary Bilingual self-contained (BOC) students shall be included in total enrollment count for each building in determining staffing for clerical and PCP based on a school's enrollment.
4. The SPS will ensure that the SPS Bilingual staffing level, when compared to the statewide average Bilingual staffing level, will be no less than the relationship of the SPS regular program staffing level compared to the statewide average regular program staffing level.
5. The baseline staffing average for all level 1 and 2 performance management schools will consist of 1 ELL teacher for fifty (50) elementary students, 1 teacher for thirty-five (35) secondary students and 1 instructional assistant for thirty-five (35) students. The baseline staffing average for all performance management schools levels 3, 4, and 5 will consist of 1 teacher for every 70 elementary students, 1 teacher for every forth-five (45) secondary students and 1 instructional assistant for every thirty-five (35) students. All schools who were level 1 or 2 in the previous year and moved up to levels 3, 4 or 5 will have an automatic waiver their first year of performance management increase and the option to submit a waiver to maintain the 1 to 50 and 1 to 35 ratio if they have an ELL population that consists of 25% or higher of level 1 students for their second year and beyond at level 3, 4 or 5. This additional year of support is to address the additional funding needed for a high needs ELL student population. The waiver process will be a year to year review based on enrollment projects provided during the budget arena process in February. Other schools with 25% or higher of level 1 or 2 students may request a waiver through the bilingual relief fund as outlined in number 8 below.
6. The ELL Department Chair/Team Leader will receive a stipend based on the number of adults (both certificated and classified) working in the ELL program at the school.
7. The Bilingual Program will operate according to two models. The Collaborative Teaching Model supports specialized, differentiated, instruction to bilingual students with English speaking peers that will be provided with the expertise of a bilingual-endorsed teacher. Classrooms not participating in the Collaborative Teaching Model will implement the Aligned Sheltered Model of Instruction for Bilingual Service delivery.

The collaborative service model will be supported in those schools that have opted in.

To facilitate the implementation of the collaborative model, bilingual teachers and general education teachers who participate in the collaborative teaching model will be provided with at least one (1) hour of paid collaboration time per week to facilitate the implementation of the differentiated service model. This collaboration time will be directed by the Bilingual Program Department and will be used also to promote professional learning communities within the Bilingual Program.

8. Bilingual Relief Fund

Committee regarding Bilingual Staffing

- a. A Joint Committee shall be convened to review staff requests and make recommendations for expenditure of funds appropriated under Item d below.

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- b. The Committee shall be appointed by no later than October 1 of each year and shall be composed of three (3) representatives appointed by the SPS and three (3) representatives appointed by the SEA.
- c. The Committee shall hold its first meeting by no later than October 15 of each year and shall continue to meet on a pre-arranged schedule agreeable to the Committee members. The Committee should make itself available to provide relief to impacted staff and students as soon as possible.
- d. The SPS will provide a fund of \$300,000 each year. The purpose of the fund is to alleviate problems beyond regular baseline staffing in the area of Bilingual self-contained classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution.
 - 1) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving bilingual students, shall be first brought to the attention of the building principal/program manager.
 - 2) If a solution is not achieved at the building level, the employee may, by no later than March 2 of each year, refer the problem(s) to the Joint Committee,
 - 3) Recommendations of the Joint Committee shall be made to the appropriate line administrator, with the final decision to be made by the Superintendent.
- e. All Joint Committee recommendations for additional staff must be received by the appropriate line administrator by March 16 of each year.
- f. Costs associated with the final decision shall be made from the above-referenced fund.

SECTION K: SCHOOL COUNSELORS AND SOCIAL WORKERS

- 1. Pursuant to rules established by the State Board of Education, all school counselors employed by the Seattle Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. The District will implement a counseling program as established in RCW 28A.410.043. The purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association. Counselors will not be required to be the test coordinator at their school. As outlined in Article IX, Section A. 4, counselors will not have any more duties assigned before the student day, during lunch time, or after the student day, than other certificated staff in the building.
- 2. Pursuant to rules established by the Professional Educator Standards Board, all school social workers employed by Seattle Public Schools shall hold a valid school social worker certification.
- 3. Each counselor or social worker shall be accountable to the principal/program manager of the building to which they are assigned.
- 4. Each secondary school shall be allotted five (5) days for each full-time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the counseling staff.
- 5. Each secondary counselor will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities.

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6. Except in unusual circumstances there shall be no more than one (1) part-time counselor in any one (1) secondary building. Part-time secondary counselors shall retain their preparation periods.
7. Secondary counselors are assigned on a ratio of approximately 375:1.
8. Middle School and Elementary counselors shall hold either a valid Educational Staff Associate (ESA) Counseling or School Social Workers Certificate. Whenever feasible elementary counselors shall be assigned to one (1) building.
9. School Counselors and school Social Workers may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building principal/program manager.
10. Nothing in this provision prevents the SPS from determining that an ESA certificated School Social Worker be hired at the high school level to fulfill duties appropriate to the certificate.

SECTION L: EDUCATIONAL STAFF ASSOCIATES (AUDIOLOGIST, OT, PT, PSYCHOLOGIST, SLP)

1. ESA personnel shall have SPS-wide supervision provided by a responsible individual in the Central Administration. The District will work to ensure that supervisory staff who evaluate ESA employees have the background necessary to work collaboratively with the ESA in the evaluation process. Any ESA, who is considered to be off the performance schedule, as outlined in the evaluation section of this agreement, must be evaluated by an administrator certified in the ESA's field of work. Any ESA on a plan of improvement will have access to their program's career ladder positions for assistance.
2. Periodic meetings of the various ESA groups will be established by the appropriate line administrators/team leaders for the purpose of planning and consulting to meet the needs of students.
3. Educational Staff Associates may attend professional meetings, professional development activities and conferences during school hours as recommended by and approved by the appropriate line administrators.
4. SPS will ensure that each ESA department maintains current and appropriate testing equipment, protocols, scoring software and report writing material, and that each ESA has timely access to routinely use equipment/materials/working computers to complete assessments in a timely manner.
5. SPS Special Education Administrators will track consents for all ESA employees.
6. SPS will provide access and arrange for interpretation and translation services in a timely manner for the ESA's when required by OSPI.
7. ESAs will be assigned workspaces that allow for evaluations and/or services to be completed in accordance with student IEPs. This includes consideration of noise levels and other distractions, lighting, confidentiality, sufficient space, access to a phone, locking file cabinet, computer, internet access, chair, and adult desk. If the workspace will not be available due to a school event, the building administrator will notify the ESA in advance and they will discuss where the employee will do their assigned work during the time their workspace is not available.
8. New ESAs will be assigned a mentor from their field during their first year with the District. They will also have access to their program's demonstration and master career ladder positions for assistance, if needed.

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

9. The District recognizes the financial gain of billing Medicaid for services. To assist in maximizing Medicaid billing, the District will pay both the initial and renewal state licensure fees for SLPs who get state licensure and are qualified to do Medicaid billing. The District will also pay the individuals for their time to do the billing.

10. ESA Workload Limits:

- a. School Psychologists: There will be a ratio of 1 School Psychologist, including contractors, assigned to directly serve every 1050 K-12 students enrolled in the District. A school psychologist will be assigned no more than three schools with the exception of schools that have multiple programs. School Psychologists will be paid for an additional thirty (30) hours per FTE to compensate for time after contractual hours dealing with IEPs and compliance issues. This will be pro-rated for part-time psychologists.

Particular district-wide roles are required from School Psychologists for which additional FTE will be dedicated beyond the workload ratios listed above. The PLT, team leaders, and supervisor will identify those positions that support District-wide psychological services and ensure that said positions are appropriately staffed, based on existing data regarding workload, e.g., team leaders, private school assessment positions, preschool assessment positions, and birth-to-three transition. A determination of FTE for these District-wide roles will be reached at least annually through consensus by the PLT that includes the team leader and supervisor. When the parties do not agree, the supervisor will make the determination.

- b. Audiologists: The workload ratio will be 1 audiologist to 15,000 students enrolled in the District. Additional FTE will be assigned to preschool and Deaf/Hard of Hearing Programs.

- c. Speech Language Pathologists (SLPs): The ratio shall be one SLP to 47 students. Individual caseloads may vary above or below these ratios. Fractional SLP's therapy caseloads shall be calculated and prorated by an employee's FTE. Caseloads will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution, with consideration to student population, travel and technology needs. It will be left to the individual SLP to determine service delivery model(s) for their own caseload consistent with the evaluations and IEPs.

Lower caseload numbers for specific assignments will be determined by consensus of PLT, team leader and supervisor for assignments that require a smaller caseload to meet student needs, e.g., assistive technology, deaf and hard of hearing, itinerant services (multiple sites), and students with complex needs. When the parties do not agree, the supervisor will make the determination.

Particular District-wide roles are required from SLPs for which FTE will be dedicated beyond the caseloads listed above. The PLT, team leader, and supervisor will identify those positions that do not provide direct service to students and ensure that said positions are appropriately staffed based on existing data regarding workload, e.g., SLP team leader, SLP assessment positions, and birth-to three transition. When the parties do not agree, the supervisor will make the determination.

- d. Occupational Therapists (OTs): The ratio shall be one OT to 36 students. Individual caseloads may vary above or below these ratios.

Caseloads for OTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

- e. Physical Therapists (PTs): The department-wide PT average caseload ratio shall be one PT to 35 students. Individual caseloads may vary above or below these ratios.

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Caseloads for PTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

- f. Particular district-wide roles are required from OTs and PTs for which FTE will be dedicated beyond the caseloads listed above. That total recommended will be at least 2.3 FTE to cover: preschool assessment, private school assessment, sensory integration specialist consultation, adaptive equipment specialist consultation, and assistive technology specialist, a team lead position of one or both disciplines. If there is a need for additional FTE for these issues, the PLT will discuss with administration and determine if FTE should be added. When the parties do not agree, the supervisor will make the determination.
- g. The District will allocate sufficient FTE each year to meet the above ESA staffing ratios and will utilize contractors if positions are not filled, or as average monthly ratios vary, in order to fulfill the ratios.

SECTION M: SCHOOL LIBRARIES

- 1. A major goal of the SPS is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, the SPS shall continue to maintain and staff library and learning resource center facilities. Continuous access to library collections and flexible scheduling of facilities shall be a major component of the plans.
- 2. The SPS shall adhere to appropriate State laws and regulations relative to library services within the public schools of the State of Washington.
- 3. Elementary and secondary librarians will arrange cooperative meetings during the employee's work day at their respective levels for purposes of discussing books, materials or other business pertinent to professional librarians. These meetings shall be cooperatively planned and implemented by the supervisor of libraries and a committee including at least four (4) librarians.
 - a. Coordination for the meetings will be through the appropriate SPS administrator's office.
 - b. Arrangements will be made at each building for the libraries to remain open.
 - c. Librarians shall be eligible for consideration for attendance at the Washington Library Media Association's annual conference and other annual meetings of professional organizations under the provisions of Article VI, A.12 of this Contract.
- 4. The Library Catalog Unit shall be staffed and equipped so that library materials received by the SPS can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the appropriate Assistant Superintendent.
- 5. Each elementary librarian must be allotted time beyond planning and passing time, each week in each school to which they are assigned, to perform duties necessary to maintain the school or schools' library collection and resources.
- 6. The Librarian shall be a member of the faculty representative organization in each school.
 - a. All librarians should allow time in their daily schedule for conferencing with faculty members to implement the most efficient use of the library as a learning and resource center. Librarians shall not provide a substantial amount of PCP time, (not more than ½ their time) during their librarian assignment if staffed at 1.0 FTE. Those working a .5 FTE assignment will not be required to do PCP.

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

- b. All library staff is directly responsible to the Librarian.
7. Five (5) additional days per school, shall be made available for the academic year at per diem rate to be used in the opening and closing of the facilities. One (1) or two (2) of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year.
8. SEA and SPS agree to establish a committee of staff and parents to explore and make recommendations on how funding of libraries and librarians could be distributed equitably throughout the district.

SECTION N: WORLD LANGUAGES

1. World languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered.
2. World language programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
3. World language teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

SECTION O: SCHOOL NURSES

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.
2. One additional FTE per year will be added on top of the weighted staffing standards. Effective 2018-19, 5.0 FTE added to nursing allocation. The SEA and SPS agree to reopen negotiations if the ratio of District allocation nurses equals 1:1000.
3. One-half (.5) day released time or the equivalent amount of monies shall be provided monthly for all school nurses to meet under the direction of the Health Services Supervisor for the purpose of professional development on matters that will assist in meeting the needs of the students within the SPS, or to provide staff development for school nurses. Loss of time at sites will be commensurate with the percentage of time assigned to the schools.
4. The SPS Student Health Services administration, Governance Council and the school nursing staff will continue to examine the SCHOOL HEALTH SERVICES REGULATIONS AND PROCEDURES HANDBOOK.
5. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at their own option, choose to schedule their lunch break to provide health care during the students' lunch period.
6. When substitute nurses are employed, they shall be paid at the same rate as the substitute.
7. Nurses shall be freed from responsibility to building professional development activities on workdays prior to students' arrival, although they may elect to participate.
8. A pool of five days per nursing site will be shared among nurses as determined by the PLT. These days will be used by the nurses to fulfill their responsibilities in developing and implementing health plans for students with illnesses, immunization compliance, health room setup, and other activities. Days will be paid at per diem and will not be pro-rated by FTE. Instead, on a per school basis,

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

nurses will be permitted to work full days, based on the standard working day outlined in Article IX, Section A of the CBA.

9. Health Services Delivery. The staff or an appropriate Building Committee, including a SAEOP representative and the Principal, will annually discuss how to provide health services to students when a school nurse or health assistant is not present. (Held at the start of the school year and again as the budget is being prepared.)
10. The District will make provisions to collect medications for disposal from nurses.
11. Upon request of a nurse or the department, a cell phone will be provided to a nurse for the purpose of monitoring and managing student health needs.

SECTION P: CAREER AND TECHNICAL EDUCATION CHAPTER ADVISORS

Unless they are provided with an additional prep period to support this work, each high school will provide up to three (3) stipends at the Subject Matter Specialist 1 rate to CTE chapter advisors for OSPI Recommended Leadership Extra-Curricular Activities and SPS CTE Approved Leadership Programs.

If there are more than three (3) eligible CTE advisors at a given school, the stipends will be distributed at principal discretion after consultation with the CTE advisors.

ARTICLE X: GRIEVANCE PROVISIONS

ARTICLE X: GRIEVANCE PROVISIONS

SECTION A: PURPOSE

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: DEFINITIONS

As used in these grievance provisions:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by the misinterpretation or inequitable application of written SPS regulations, rules, procedures, or SPS practices and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the SPS covered by this Agreement having a grievance or the SEA.
3. "SEA" has the meaning attributed to an employee organization in Chapter 41.59 RCW.
4. "Day" means a calendar day.
5. "Working day" means a day on the student calendar excluding holidays and winter and spring vacations.

SECTION C: INITIAL GRIEVANCE PROVISIONS

The adjustment of grievances shall be accomplished as rapidly as possible in order to resolve the grievance promptly.

1. To expedite resolution, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate SPS administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate

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SPS administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: GRIEVANCE PROCEDURE

1. Step 1: Informal Discussion: An employee shall first take up a complaint or problem with their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for the conference.
 - a. The employee must notify the immediate administrative supervisor before the end of the informal discussion that they consider the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that the grievant is expected to adhere to the grievance process as outlined below.
 - b. The immediate administrative supervisor may make a determination during the informal discussion and communicate their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
 - c. The immediate administrative supervisor may elect to provide their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.
2. Step 2: If the employee is dissatisfied with the outcome of Step 1, they may, within ten (10) working days after the receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations with a copy to the immediate administrative supervisor.
 - a. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
 - b. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
 - c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.
3. Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2, the grievant may request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.
 - a. The Department of Labor Relations will assign the grievance to an appropriate Central administrator for review and conference at Step 3.
 - b. The conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.
 - c. A written response shall be mailed/given to the grievant by the designated Central administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

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4. Step 4, Arbitration: If the grievance is not adjusted to the satisfaction of the grievant under Step 3, within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the SEA may, within that time constraint, submit the grievance to final and binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. The arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: EXPEDITED ARBITRATION

Procedure: Upon mutual consent of the SEA Executive Director and the SPS's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, the arbitrator shall hold a hearing within twenty (20) days of their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: EXPENSES OF ARBITRATION

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: SUPPLEMENTAL CONDITIONS

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or SPS administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of grievances shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances the grievant may request to be accompanied by a representative of the SEA, provided that any employee at any time may present their grievance to the appropriate SPS administrator and have the grievance adjusted without the intervention of the

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SEA, as long as the SEA has been given a reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement, pursuant to RCW 41.59.090.

4. No known agent of an organization in competition with the SEA shall be allowed to process or monitor grievances unless the agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.
5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
6. The Labor Relations Department may maintain a grievance file which holds documents relevant to the grievance.

ARTICLE XI: EVALUATION

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SECTION A: INTRODUCTION

1. The SPS and SEA agree that the evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Outstanding performance should be recognized, opportunities for continuous professional development should be provided to all staff members, and resources should be effectively allocated to provide support for performance improvement.
2. The SPS and SEA agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”
3. The SPS and SEA agree that the highest goals for student achievement are met when teachers, educational staff, administrators, parents, students and the entire community understand and fulfill their shared responsibility for the educational success of all students. The SPS and SEA are jointly committed to pursuing this vision of shared responsibility on the part of all stakeholders.
4. The SPS and SEA agree that a meaningful and effective evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The SPS and SEA agree that these principles will be advanced by an evaluation system that is conducted in a manner that fosters open and candid communication, that recognizes all factors that affect performance, and by a mutual commitment to assist all employees to meet or exceed performance expectations.
5. Individual employees and their evaluators shall jointly set goals for professional development and establish performance expectations that are consistent with the individual school’s Continuous School Improvement Plan (CSIP), the SPS’s educational philosophy, this Collective Bargaining Agreement, OSPI guidelines, and State law.
6. The SPS and SEA agree that within the requirements and expectations of the instructional framework, teachers will be allowed to exercise their professional judgment in selecting instructional strategies that are aligned to school CSIPs, district goals and meet student needs.
7. Upon mutual agreement, the parties may select a different OSPI approved instructional framework.

SECTION B: PEER ASSISTANCE AND REVIEW (PAR)

1. PAR Panel:
 - a. During the 2018-2019 school year, there will be a PAR Panel composed of six (6) SEA members and six (6) Principal’s Association of Seattle Schools (PASS) members. In 2019-2020, there will be eight (8) SEA and eight (8) PASS members. These will be representative of elementary, middle and high school. SEA and SPS will each appoint a non-voting, due process observer who will be present for PAR Panel presentations and will be part of each monthly meeting. SEA and PASS will each appoint a co-chair.
 - b. PAR Panel members have term limits of three (3) years that are rotationally balanced to manage entering/leaving of members. Beginning 2019-2020, two (2) members will be

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designated as the “first cohort” and will have a one (1) – year term. Three (3) members will be identified as the “second cohort” and have a two (2) – year term. Three (3) members will be identified as the “third cohort” and will have a three (3) – year term (this will include the four (4) new Panel members added in 2019-2020). The co-chairs will determine these cohorts.

- c. The parties will work to ensure that the panel reflects the racial and cultural diversity of Seattle Public School students.
 - d. The parties will work to identify qualified educators whose experience reflects work in:
 - 1) Racially and culturally diverse settings
 - 2) Diverse grade bands (ES, MS and HS levels)
 - 3) Diverse programs and content areas
 - e. The evaluator will make a summative evaluation by May 1 based on evidence collected for any classroom teacher who is off schedule. (for those new to profession or district) or below proficient (for those on continuing contracts).
 - f. The PAR Panel convenes, reviews cases, issues recommendations, and conducts any requested hearings following receipt of the summative report and summative evaluation and no later than five working days prior to May 15th.
 - g. The PAR Panel will make one of the following recommendations in each case:
 - 1) Exit from PAR
 - 2) Provide continued PAR support
 - 3) Non-renewal
 - h. Teachers have the right to a hearing in front of the PAR Panel following receipt of a PAR Panel recommendation of non-renewal. Following which the PAR Panel will make a final recommendation no later than five (5) working days prior to May 15th.
 - i. In the case of non-renewal, the PAR Panel makes their recommendations to the Superintendent.
 - j. The Superintendent under RCW 28A.405 retains the final decision and ability to act regarding non-renewal.
2. How Staff Qualify for CT Support:
- a. Provisional Contract Teachers:
 - 1) New to the profession teachers, in their first year, will be assigned a CT.
 - 2) A second year of CT support may be offered at the recommendation of the PAR Panel.
 - 3) Third year Provisional teachers will be assigned a CT if concerns are raised following their first observation.

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b. Continuing Contract Teachers:

- 1) A first basic or unsatisfactory rating will qualify a continuing teacher into the PAR program and qualify them for CT support, except that:
 - a) For the 18-19 school year, continuing contract teachers off the performance schedule as of June 2018 will be assigned a CT but will have the option of whether or not to enter PAR.

SECTION C: DEFINITIONS:

1. **Artifacts** shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
2. **Classroom Teacher** shall mean a contracted certificated employee who provides instruction to regularly recurring and specifically defined groups of students.
3. **Component** shall mean the sub-section of each criterion.
4. **Comprehensive Summative Evaluation** shall mean the required annual performance evaluation for certificated employees. This evaluation includes the employee's body of work throughout the course of the school year. For classroom teachers, this encompasses all eight criteria and student growth rubrics embedded in criteria 3, 6, and 8, and also includes a student growth impact rating separate from the final summative score of eight criteria. For non-classroom certificated employees, this encompasses all four domains. The comprehensive evaluation must be completed at least once every four years.
5. **Criterion** shall mean one of the eight (8) state defined categories to be scored in accordance with TPEP.
6. **eVAL** shall refer to the online evaluation system that supports the professional growth and evaluation process that is aligned to TPEP which all evaluators and classroom teachers shall use.
7. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements with an emphasis on developing rater reliability.
8. **Evidence** shall mean examples (e.g. relevant conversations, certificated employee report of events/practice) or observable practices of the certificated employee's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the authentic course of professional practice throughout the year. Anonymous sources shall not be used as evidence.
9. **Final Summative Evaluation Rating** shall mean the overall rating – corresponding to the summative score for teachers on comprehensive evaluation – which ranges from Level 1 (Unsatisfactory) to Level 4 (Distinguished). (Used only for classroom teachers).
10. **Final Summative Score** for Classroom Teachers on comprehensive evaluations shall mean the sum of all 8 criterion scores and is determined by the OSPI approved scoring band, which determines the final summative evaluation rating, and for teachers on focused evaluations shall mean the final score on the focused criterion. (Used for classroom teachers only).

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11. **Final Summative Evaluation Rating for Non-Classroom Certificated Employees** on comprehensive evaluations shall mean the rating based on the preponderance of evidence scored at the domain level, determined by the following methodology:
- a. If four (4) domain scores are the same, then that score is the final summative score
 - 1) Ex: PPPP=P
 - b. If three (3) domain scores are the same, and the fourth (4th) domain score is not U, then the majority score is the final summative score
 - 1) Ex: PPPB = P
 - 2) Ex: DDDP = D
 - 3) Ex: PPPD = P
 - c. If the domains are two (2) of one (1) score and two (2) of another score (*meaning adjacent on the rating scale, as in DP, PB, and BU*), then the lower score is the final summative score.
 - 1) Ex: DDPP = P
 - 2) Ex: PPBB = B
 - d. If the domains are two (2) of one (1) score and two (2) of another score and *the scores are not adjacent, and one is not U, then the intermediate* score is the final summative score.
 - 1) Ex: DDBB = P
 - e. If the domain scores are D or P with one (1) U, the final summative score shall be B and the employee will be placed on a Professional Growth Support Document.
 - f. If two (2) domains are rated U, the final summative score shall be U and the employee will be placed on a Performance Improvement Plan.
 - g. If the employee is provisional and receives a U in any domain, the final summative score shall be U and the employee may be terminated.
12. **Focused Summative Evaluation** shall mean the required annual performance evaluation for continuing status certificated employees who have received a final summative evaluation rating of proficient or distinguished on their most recent comprehensive summative evaluation. A focused evaluation will specify one criterion (for classroom teachers) or one domain (for non-classroom certificated employees) to be evaluated throughout the school year. Classroom teachers on focused evaluations will not receive a student growth impact rating but will monitor growth and achievement during the year. A focused evaluation must be performed in any year that a comprehensive evaluation is not required. (see section H of this Article).
13. **Formal Observation** shall mean an observation that is scheduled and includes a pre-observation and post-observation conference. Formal observations and subsequent report will be on the observable components of the Charlotte Danielson Framework embedded in TPEP for classroom teachers, or the appropriate framework rubrics for non-classroom certificated employees.
14. **Non-classroom Certificated Employee** shall mean a contracted certificated employee who does not fall under the Classroom Teacher definition above, shall include but not be limited to ESA's (Educational Staff Associates), Counselors, Teacher-Librarians, Instructional Coaches, Consulting Teachers, Curriculum Specialists, House Administrators, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.
15. **Not Judged Satisfactory** shall mean receiving an evaluation rating of:
- a. Level 1: (Unsatisfactory)

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- b. Level 2: (Basic) if the certificated employee has continuing status with more than five (5) years of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
16. **Performance Expectations:** The minimum expectations for satisfactory performance established by the state of Washington in RCW.28A.405.100 for all certificated employees
- a. **Teachers with Provisional Status—New to Teaching:**

The Performance Schedule for provisional teachers shall mean the adopted performance expectations schedule that requires minimum final summative evaluation score for provisional teachers (as identified in RCW 28A.405.220) (Year 1-score of 16; Year 2-score of 18; Year 3-score of 20 with no ratings of one (1) in any single criterion).
 - b. **Teachers with Provisional Status—with 4 or more years teaching experience** must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher with no ratings of one (1) in any single criterion.
 - c. **Teachers with Continuing Status** – must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher for a comprehensive evaluation. The final summative evaluation rating for a focused evaluation shall be the final summative evaluation rating for the teacher’s most recent comprehensive evaluation.
 - d. **Non-classroom Certificated Employees – New to Profession:**

The Performance Schedule for provisional non-classroom certificated employees shall mean the adopted performance expectations schedule that requires minimum final summative evaluation ratings for provisional certificated employees (as identified in RCW 28A.405.220) (Year 1- proficient in one domain; Year 2- proficient in two domains; Year 3- proficient in three domains with no ratings of Unsatisfactory in any single domain.)
 - e. **Non-classroom Certificated Employees with Provisional Status—with 4 or more years experience** must have a final summative evaluation rating of Proficient or above with no ratings of Unsatisfactory in any single domain.
 - f. **Non-classroom Certificated Employees with Continuing Status-** must have a final summative evaluation rating of Proficient or above for a comprehensive evaluation. The final summative evaluation rating for a focused evaluation shall be the final summative evaluation rating for the non-classroom certificated employee’s most recent comprehensive evaluation.
17. **Preponderance of Evidence** shall be based on the certificated employee’s overall body of work collected throughout the school year and reflect the scope of the components within a criterion (for classroom teachers) or domain (for non-classroom certificated employees). It shall not be based on a single component in isolation or based upon a single observation.
18. **Provisional Certificated Employees** include the following: Employees new to teaching or other certificated job categories, employees new to Washington, and employees who have come to Seattle from another Washington school district. Provisional certificated employees are referred to as P1s, P2s, or P3s, depending on their experience, certificated employment history in the state of Washington, and/or in the district. Employees will undergo a Human Resources assessment to determine placement on the provisional ladder (P1, P2, P3).
19. **SMART Goal** shall mean that the goal is specific, measurable, attainable, relevant and time bound.

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20. **Student Growth Data** shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be relevant and may include classroom-based, school-based, district-based, and/or state-based measures. Any assessments associated with team growth goals must be relevant and appropriate.
21. **Student Growth Impact Rating** refers to the overall rating from Student Growth Rubrics (“SGR”) 3.1, 3.2, 6.1, 6.2 and 8.1. This rating is only calculated for classroom teachers evaluated on the Comprehensive Evaluation cycle. (See Appendix K)
22. **TPEP (Teacher Principal Evaluation Project)** shall refer to the evaluation system for Classroom Teachers which was established by RCW 28A.405.100 and implemented beginning with the 2013-14 school year.

SECTION D: GENERAL TERMS & PROCEDURES FOR EVALUATIONS OF CERTIFICATED EMPLOYEES

The district will continue to develop and improve a calibration system and provide training to monitor and support consistent application of PG&E with an emphasis on rater reliability.

1. **All contracted certificated employees** must receive either a comprehensive evaluation or a focused evaluation annually. All certificated employees shall receive a comprehensive summative evaluation at least once every four years.
 - a. **For Classroom Teachers:**
 - 1) All certificated classroom teachers must receive annual performance evaluations as provided in section 12 of RCW 28A.405.100.
 - 2) A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.
 - b. **For Non-Classroom Certificated Employees:**
 - 1) The components of PG&E for non- classroom teachers are based on the Charlotte Danielson’s, *Enhancing Professional Practice: A Framework for Teaching* (ASCD 2007), which includes evaluative criteria, four domains, a four-level rating system of Distinguished-4, Proficient-3, Basic-2, and Unsatisfactory-1. Each job category will use the SEA and SPS jointly developed rubric for its job category.
 - 2) A comprehensive summative evaluation assesses all four domains of the rubric for each job category.
2. **Annual Comprehensive Summative Evaluation:** The following categories of certificated employees shall receive an annual comprehensive summative evaluation.
 - a. Certificated employees who are provisional employees under RCW 28A.405.220
 - b. Any certificated employees who received a comprehensive summative evaluation performance rating of 1- Unsatisfactory or 2- Basic in the previous school year.
 - c. By certificated employee or evaluator decision (*see Section G of this article*)
3. **Annual Focused Summative Evaluation;** After successful completion of a comprehensive summative evaluation, a continuing certificated employee will:

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- a. Return to a focused evaluation.
 - b. A certificated employee will remain on the Focused Evaluation until the designated time (year) they are determined to have a comprehensive evaluation, unless moved to a comprehensive evaluation as noted in section G of this Article.
 - c. **For Classroom Teachers:** a focused evaluation includes an assessment of one of the eight criteria selected for a performance rating and an associated student growth rubric as adopted by OSPI plus professional growth activities specifically linked to the selected criteria.
 - 1) The criterion area to be evaluated shall be proposed by the teacher at the first goal setting conference, and must be approved by the evaluator. A group of teachers or PLC may focus on the same evaluation criteria.
 - 2) If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - 3) If the employee chooses criterion 8, they must also submit a SMART goal consistent with the language in the 8.1 rubric (develop measures, monitor growth). One does not additionally need to choose the student growth component in criterion 3 or 6.
 - 4) The evaluator must assign the same or higher summative rating for the focused evaluation (selected criterion) as the rating on the most recent comprehensive evaluation.
 - d. **For Non-Classroom Certificated Employees:**
 - 1) The focused evaluation includes an assessment of one of the four domains selected for a performance rating for that school year.
 - 2) The domain area to be evaluated shall be proposed by the non-classroom certificated employee at the first goal setting conference, and must be approved by the evaluator. A PLC may focus on the same evaluation criteria.
4. By **October 15**, each certificated employee shall be given a copy of the evaluation criteria procedures and timelines, and any other relevant forms appropriate to the certificated employee's job category. At this time, a certificated employee will be notified of their assigned evaluator and whether the certificated employee's annual performance evaluation will be a comprehensive or focused evaluation.
 5. **Evaluation training:** Certificated employees will be offered consistent and accurate training in the PG&E process each year.
 6. **Designation of evaluator:**
 - a. Within each school building/program, the principal/manager or designee will be responsible for completing an annual performance evaluation for every employee whose major portion of assignment is in that building/program. The evaluator must be trained to use the instructional framework.
 - b. A certificated employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee. If a concern is identified in either building, the employee will receive an evaluation from each supervisor.

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- c. Employees assigned to a building (or buildings) from central administration will be evaluated by their supervisor, with input from the building principal or designee. With agreement from the building administrator and district supervisor, an ESA employee may be evaluated by the building administrator in lieu of their district supervisor.
 - 1) Any ESA who is off the performance schedule will be evaluated by an evaluator with an ESA credential. The District shall make a reasonable effort to provide a second evaluator certified in the ESA's field of work or to consult with an outside expert in the ESA's field of work.
- d. Non-classroom certificated employees assigned to a building from central administration will be evaluated by their supervisor, with input from the building principal or their designated administrator.

7. **Goal Setting Conference:**

By November 15th of each year, the evaluator will meet with each certificated employee. The purpose of this meeting is for certificated employees to reflect on their practice and set goals for the year:

- a. **For Classroom Teachers:** goals shall be based upon the eight TPEP criteria and will include student growth goals. Teachers on comprehensive evaluation will set student growth goals for the classroom (SG 6.1) (determined by the individual or department/grade level team) and the subgroup (SG 3.1), as well as team goal (SG 8.1) on a goal-setting form. Goals may be nested. Teachers on a focus evaluation will choose one criterion and one of the student growth goals to address. (See Section D.3.c. in this article).
 - 1) Each goal must identify more than one measure of student growth data, and may include classroom-based, school based, district-based, and/or state measures. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. In consultation with the evaluator, it will include teacher initiated and mutually agreed upon formal and informal assessments of student progress. Nothing precludes an administrator from offering alternative suggestions of ways to assess the goal.
- b. **For Non-Classroom Certificated Employees:** goals shall be based upon the appropriate Charlotte Danielson rubric for each job category. The evaluator and the certificated employee will mutually set two professional growth goal(s) (SMART) and agree to the manner in which they will be measured.

8. **Observations:**

During each school year all certificated employees shall be observed for the purposes of evaluation at least twice in the performance of their duties. The evaluator is always required to share timely feedback on performance and to provide appropriate supports.

- a. **Observations For Provisional Certificated Employees on Comprehensive Evaluations**
 - 1) A formal observation will occur before winter break or during the first 90 calendar days of employment, whichever is later.
 - 2) For P1 and P2 Provisional employees, the evaluator will conduct at least two (2) formal observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be for a period of thirty (30) minutes.

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- 3) For P1, P2, and P3 Provisional employees, the first observation will be no less than thirty (30) minutes. For employees new to the district, the first observation will occur during the first ninety (90) calendar days of employment.
- 4) For P3 employees, the evaluator will conduct at least three (3) observations for a minimum total of ninety (90) minutes. At least two (2) such observations will be formal.
- 5) A pre-observation conference to discuss professional activities to be observed will be held prior to each formal observation.
- 6) The evaluator must schedule a post observation conference within five (5) work days of the formal observation and provide the employee with a copy of the written observation report within five (5) work days of the post observation conference. The observation report will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.
- 7) The employee may respond to the observer/evaluator regarding the Observation Report in writing within five (5) work days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.
- 8) Information gathered during informal observations may be included in the summative evaluation. Within 5 days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 9) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than 20 workdays after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

b. Observations for Continuing Certificated Employees on Comprehensive Evaluations

The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be formal and for a period of thirty (30) minutes.

- 1) A formal observation will occur before winter break.
- 2) A pre-observation conference to discuss professional activities to be observed will be held prior to the first required formal observation. For any subsequent observation, a pre-observation conference may be requested by either the teacher or the evaluator.
- 3) The evaluator must schedule a post observation conference within five (5) work days of the observation and provide the employee with a copy of the written observation report within five (5) work days of the post observation conference. The observation report will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.
- 4) The employee may respond to the observer /evaluator regarding the Observation Report in writing within five (5) work days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.

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- 5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 6) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than twenty (20) work days after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

c. **Observations for Continuing Certificated Employees on Focused Evaluations**

- 1) The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one of these observations will be scheduled in advance. The evaluator and the certificated employee will plan so that the observations will be based on their focused criterion/domain
- 2) A pre and a post-observation conference may be requested by either the teacher or evaluator.
- 3) The evaluator must promptly document the results of the observation in writing, and provide the employee with a copy of the written observation-feedback within five (5) work days after such report is prepared.
- 4) The employee may respond to the observer regarding the written observation feedback within five (5) work days of receiving the observation feedback. Any response made by the employee will be attached to and filed with the evaluator's written observation feedback.
- 5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 6) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. This provision will not apply in situations where the evaluator's opportunity to observe is compromised.

9. **Annual Summative Evaluation and Conference for Comprehensive and Focused:**

All certificated employees will receive an annual performance evaluation and final summative evaluation performance rating. Evaluations must be completed by June 10.

- a. No later than June 5th the evaluator and certificated employee shall meet to discuss the certificated employee's final summative evaluation performance rating. In order to determine the final summative performance rating the evaluator will start from the premise that the certificated employee is proficient. The performance rating must be determined by the preponderance of evidence based on an analysis of the certificated employee's overall body of work/performance over the course of the year.
- b. The certificated employee may provide additional evidence for each criterion (or domain for non-classroom certificated employees) to be scored. Certificated employees will only be

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required to provide 2-4 pieces of evidence for each criterion (or domain for non-classroom certificated employees).

- 1) **For Classroom Teachers:** If the evaluator assigns the teacher a criterion score below a three (3), the evaluator shall provide evidence to support the criterion score(s). The evaluator shall identify the individual component(s) of concern within a criterion and show corresponding evidence. If an evaluator does not rate a classroom teacher Distinguished in a criterion and the teacher believes they are, the teacher will have the burden of proof. The evaluator/teacher shall identify the individual component(s) of distinction within a criterion and show corresponding evidence. The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion. See section E of this article.
 - 2) **For Non-Classroom Certificated Employees:** If an evaluator believes that an employee is Basic or Unsatisfactory in a domain, the evaluator will have the burden of proof to show evidence for the rating. The evaluator shall identify the individual component(s) of concern within a domain and show corresponding evidence. If an evaluator does not rate an employee Distinguished in a domain and the employee believes they are, the employee will have the burden of proof. The employee shall identify the individual component(s) of distinction within a domain and show corresponding evidence. The evaluator shall consider evidence that a certificated employee collected and provided within the relevant domain(s).
- c. The evaluator will refer to the performance expectations/schedule as outlined in section C of this article and complete a Comprehensive Summative Evaluation Form and/or a Focused Evaluation Form and provide a copy to the certificated employee and a copy to Human Resources to be placed in the employee's personnel file. Each certificated employee shall sign the evaluation form to indicate receipt. The signature of the certificated employee does not imply that the employee agrees with its contents. Certificated employees shall have the right to attach additional comments or a rebuttal to their Final Summative Evaluation.
 - d. The Annual Summative Evaluation and evaluation conferences conducted by the evaluator in the evaluation process are specifically excluded from the representation provisions of Article III, Section C, except that the subsequent discussion of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions

SECTION E: SUMMATIVE PERFORMANCE RATING AND STUDENT GROWTH MEASURES FOR CLASSROOM TEACHERS

1. Final Criterion Scoring for a Comprehensive Evaluation:
 - a. The evaluator will give a final score to each criterion as follows: 4-Distinguished, 3-Proficient, 2-Basic, and 1 Unsatisfactory.
 - b. A 3-Proficient final criterion score is assumed the professional standard of excellence. Classroom teachers are assumed to be 3-Proficient and evidence is collected in the normal course of professional practice.
 - c. If the preponderance of evidence reflecting the scope of the components within a criterion leads an evaluator to believe that an employee is Basic or Unsatisfactory in a criterion, the evaluator will have the burden of proof to show evidence for the rating. If an evaluator does not rate an employee Distinguished in a criterion and the employee believes they are, the employee will have the burden of proof.

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- 1) To modify a final criterion score to above a 3, the evaluator or teacher shall identify the component(s) of distinction within a criterion and show corresponding evidence.
- 2) To modify a final criterion score to below a 3, the evaluator shall identify the component(s) of concern within a criterion and show corresponding evidence.
- 3) In the event that the preponderance of evidence leads an evaluator to believe that a teacher is evenly divided between two criterion scores, the higher of the two criterion scores shall be given and used as the final criterion score.
- 4) The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion.

2. Comprehensive Summative Evaluation Performance Rating

- a. The final summative comprehensive performance evaluation rating assumes that a Level 3, Proficient is the professional standard of excellence. (Refer to Performances Expectations Section C of this Article)
- b. Following state guidelines, a classroom teacher shall receive a final criterion score for each of the eight (8) state evaluation criteria. The final summative score is determined by totaling the eight (8) criterion-level scores. For teachers with a continuing status, total scores and corresponding performance ratings are as follows:
 - 1) 29-32: Level 4, Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice
 - 2) 22-28: Level 3, Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional development.
 - 3) 15-21: Level 2, Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their career but insufficient for more experienced teachers. This level requires specific support.
 - 4) 8-14: Level 1, Unsatisfactory: Professional practice at level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention
- c. Student Growth Impact Rating (*See Appendix I*)

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Embedded in the instructional framework are five (5) components designated as student growth components. A student growth goal is specific, measurable, attainable, relevant, and time bound. These components are embedded in criteria as:

- 1) 3.1 Establish Student Growth Criteria (RE: individual or sub groups)
- 2) 3.2 Achievement of Student Growth Goals (RE: individual or sub groups)
- 3) 6.1 Establish Student Growth Goals using multiple Student Data Elements (RE: whole class based on standards)
- 4) 6.2 Achievement of Student Growth Goals (RE: whole class based on standards)
- 5) 8.1 Establish Team Student Growth Goals

The Student Growth Impact Rating is generated by combining the five (5) student growth component scores from criteria 3, 6, and 8. Evaluators add up the raw score (1-4) on these components and the employee is given a total score:

- 1) 18-20—High
 - 2) 13-17—Average
 - 3) 5-12—Low
- d. If a teacher receives a 4 – Distinguished summative score and a Low student growth impact rating, they must be automatically moved to the 3 – Proficient level for their overall summative performance rating.

3. Student Growth Inquiry Process

A “Low” Student Growth Impact Rating triggers a comprehensive evaluation (in the following year) and a student growth inquiry regardless of the Summative Performance Rating. In addition, one (1) or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices; and/or
- b. Examine extenuating circumstances which may include one (1) or more of the following: goal setting process, content and expectations, student attendance, extent to which curriculum, standards and assessment are aligned; and/or
- c. Schedule monthly conferences with the evaluator focused on improving student growth to include one (1) or more of the following topics: student growth goal revisions, refinement and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and/or
- d. Create and implement a professional development plan to address student growth areas.
- e. In addition, the teacher and evaluator can access and consult on how to use up to \$500 of the improvement fund (as detailed in Article II, Section C, 21).

4. Final Criterion Scoring for Focused Summative Evaluation:

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A Focused Evaluation is used when a teacher is not evaluated using a Comprehensive Summative Evaluation, and will include evaluation of one of the eight state criteria. The evaluator must assign the same or higher summative evaluation rating as was received on the most recent comprehensive evaluation for the focused evaluation.

SECTION F: RESPONSE TO FINAL SUMMATIVE EVALUATIONS

Comprehensive Evaluation:

1. Employees with **Provisional Status**
 - a. Any second or third year certificated employee with provisional status, who has a comprehensive summative evaluation rating of Level 4 – Distinguished may be converted to continuing status.
 - b. Certificated employees with provisional status, whose final summative evaluation rating fails-to meet the performance expectation/schedule as identified in Definitions, Section C, of this Article, will not have their contracts renewed.
 - c. A rating of one (1) on any single criterion may result in non-renewal of a provisional certificated employee.

2. Employees with **Continuing Status**
 - a. To be considered for Career Ladder positions, a certificated employee, in addition to meeting position specific criteria, must have a summative performance evaluation rating of Distinguished on their most recent comprehensive evaluation. Classroom teachers must have a student growth impact rating equal to Average or High; or have a comprehensive summative performance evaluation rating of Proficient and a student growth impact rating equal to High.
 - b. When an employee with continuing status receives a comprehensive summative evaluation rating of Level 2 (Basic) for the first time in the most recent consecutive three-year time period:
 - 1) The employee and the evaluator must collaboratively create a Professional Growth Support Document using the template included in the appendices of this contract.
 - 2) The Professional Growth Support Document will identify appropriate, specific supports, which address the specific concerns identified in the comprehensive summative evaluation.

The specific supports identified may include, but are not limited to the following menu of available supports:

 - a) Professional development sessions focused on areas needing support
 - b) PLCs focused on areas needing support
 - c) Other building-level supports as available (peers, CLTs, teams, coaches)
 - d) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluation. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that

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are focused on areas identified in the employee's evaluation as in need of improvement; or for other expenditures approved by the evaluator.

- c. The following comprehensive summative evaluation ratings, for employees with continuing status, mean an employee's work is not judged satisfactory:
 - 1) **Level 1** (Unsatisfactory); or
 - 2) **Level 2** (Basic); if the certificated employee has continuing status with more than five (5) years of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- d. Certificated employees with continuing status, whose work is not judged satisfactory in their comprehensive summative evaluation, by the performance expectations established by RCW.28A.405.100:
 - 1) Will be issued a Performance Improvement Plan (PIP) that identifies appropriate, specific supports that address the specific concerns identified in the comprehensive summative evaluation. This plan shall be reasonable and specific and will include the specific evaluative criteria that must be met, and the measures and benchmarks that will be used to determine the teacher's success or failure.

The specific supports identified may include, but are not limited to the following menu of available supports:

 - a) Professional development sessions focused on areas needing support
 - b) PLCs focused on areas needing support
 - c) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluator. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the Performance Improvement Plan.
 - 2) Classroom teachers will be offered the support of a Consulting Teacher (CT)
 - 3) May be placed on probation.
- e. When a continuing contract employee with continuing status and five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the District shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Focused Evaluation:

The score from the comprehensive evaluation is carried through the focused evaluation period for teachers who have completed the comprehensive evaluation and have received a level 3 – Proficient or level 4 – Distinguished, and have been moved to the focused evaluation cycle.

SECTION G: CERTIFICATED EMPLOYEES RETURNED TO A COMPREHENSIVE EVALUATION

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1. Every four (4) years every certificated employee with continuing status must receive a Comprehensive Summative Evaluation.
2. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation for the following school year, at any time, under the following conditions:
 - a. At the request of the certificated employee
 - b. At the direction of the certificated employee's evaluator

e.g. An employee has a change of assignment (different subject, grade level, or building) and an administrator chooses to move the employee to support the employee in their new assignment
 - c. If the employee received a Final Summative Evaluation Rating of Level 1 or Level 2 in the prior school year. (See Response to Final Summative Evaluation Section G of this Article)
 - d. If the certificated teacher receives a "Low" TPEP Student Growth Impact Rating.
3. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation within a given school year prior to December 15th.
 - a. If the evaluator identifies areas of concern beyond the focused criterion/domain, or if the certificated employee's performance is consistently below proficiency in that criterion/domain, the evaluator will notify the certificated employee that they are being returned to a comprehensive evaluation.
 - b. If the reason for the return to a Comprehensive Evaluation is due to performance concerns, the evaluator must cite the components of the criterion/domain that are of concern along with evidence that supports cited concerns.
4. The decision to move an employee to a Comprehensive Evaluation is not grievable, but a meeting of the employee, their SEA representative, the evaluator and the SPS Executive Director of Schools may be called by the employee to discuss the reasons for the change.
5. Certificated employees who are moved to a Comprehensive Evaluation may be provided with a Professional Growth Support Document.

SECTION H: CONSULTING TEACHER PROGRAM

In the 2018-2019 school year, the Evaluation Support Consulting Teacher program and the Staff, Training, Assistance, and Reflection (STAR) program will be renamed as the Consulting Teacher (CT) program.

1. Consulting Teacher (CT) Role Overview: CTs have two distinct functions within the SPS Professional Growth & Educator Support System (PGES):
 - a. Mentoring and Coaching Role:
 - 1) CTs provide individualized coaching and instructional support to new-to-profession teachers as well as those teachers with continuing status who have received either a Professional Growth Support Document (PGSD) or Plan of Improvement (PIP) as a result of the evaluation process.
 - 2) In the mentoring/coaching role, CTs perform regular classroom visits to collect formative data, collaborate with the participating teacher to generate strategies to

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address next steps based on growth towards either the SPS focus components or components of concern, and facilitate reflective conversations around instructional growth and student learning.

b. Assessment Role:

- 1) CTs will perform at least two (2) data collection observations to inform the final CT recommendations. The evidence collected during Data Collection Observations will be used in the writing of the CT Data Reports as well as the CT Mid-Year and Summative Assessments.
- 2) The final recommendations from the CT Summative Assessment are only shared with the administrator after the administrator has submitted their final summative evaluation. The CT will not share evaluative feedback with the building evaluator. In the relationship with the building evaluator, the CT is only discussing target standards, support provided (time, topics, task), and available resources. The building evaluator may share input with the CT at any time.

2. Caseloads and Consulting Teachers

- a. Every effort will be made to assign individual CTs a caseload of fifteen (15) or fewer participating teachers. In no case will a CT's caseload exceed twenty (20) participating teachers. FTE for the consulting teacher team will be projected using an average caseload ratio of 1:17.
- b. CT caseloads will be assigned using a weighted scale to insure equitable workloads across the CT team.

Weight	Teacher Context
0.5	Short-Term or Transition Support
1.0	New to Profession or Co-Referral
1.5	Experienced, Off Schedule
2.0	Probation and PIP

3. Consulting Teacher Program Review

- a. Upon assignment, those who are selected will work as full-time consulting teachers. Generally, assignments will be for the school year and will continue for more than five (5) years. Once an individual has served as a consulting teacher, the individual may reapply to be a mentor teacher after returning to their regular duties as a classroom teacher for a period of three (3) years.
- b. Supplemental contracts held by mentor teachers before assignment to the Consulting Teacher Program will be ended upon assignment and payment will be prorated if the services under the contract have begun.
- c. Upon assignment to the program, consulting teachers will receive a supplemental contract for services as an assigned consulting teacher. Partial years will be prorated. Consulting teachers will work a 185-day year and are compensated for additional work assigned.

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4. Consulting Teacher Term:

- a. The intention of the Consulting Teacher Program is to provide mentoring/coaching and assessment from a peer, and for this to happen it is essential that CTs are close to recent classroom practice. For this reason, the Consulting Teachers role is not intended to be a long-term position.

However, mentoring/coaching is also a complex and acquired skill, and it benefits our clients, and the CTs themselves, to have the time to develop and apply this acquired skill.

Given these intentions:

- 1) Consulting teachers may continue in their role for up to five (5) years (dependent on program need).
 - 2) Teachers must return to the classroom for at least three (3) years before being eligible to reapply to be a Consulting Teacher.
- b. During the initial three years of rolling out of the new Professional Growth and Educator Support System, it will be essential that there is stability in the Consulting Teacher Program. For this reason, SPS and SEA have agreed:

- 1) The term of assignment for all current STAR Consulting Teachers will be extended for up to three additional years – beyond the remaining balance their original term – up to a maximum of five (5) years total.

This will allow for a tiered transition beginning in 2020-21 as new Consulting Teachers are hired (see table below for example scenarios)

Number of Years as STAR	Years of Service Remaining (Given 3-year Addition)	Likely Transition Year
1 or 2	5 years	2022-23
3	4 years	2021-22
4	3 years	2020-21

- 2) The term of all current Evaluation Support Consulting Teachers be set at five (5) years beginning in the 2018-19 school year.
- 3) During the 2020-2021 school year, the PG&E Committee will revisit and revise the transition plan for the Consulting Teacher Program – based on the makeup of the CT team at that time – to ensure program continuity and prevent there from being any year in which disproportionate number of CTs exit simultaneously. This will help to set up a sustainable cyclical pattern of CT hiring moving forward.

5. Consulting Teacher Program Review:

SPS or SEA may initial a formal or informal review of the Consulting Teacher Program at any time.

SECTION I: STANDARD PROCESS OF PROBATION FOR CERTIFICATED EMPLOYEES

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1. The Superintendent may, at any time after October 15, place a contracted certificated employee on probation if the employee's performance is judged to be unsatisfactory based on the appropriate Evaluation Criteria and at least two (2) observations prior to winter break.
2. A certificated employee's work is not judged satisfactory, and therefore shall be placed on probation, when they are rated:
 - a. **Level 1** (Unsatisfactory); or
 - b. **Level 2** (Basic); if the certificated employee is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of certificated experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. Prior to the Superintendent placing any employee on probation, the evaluator must complete an evaluation by no later than January 15th.
4. A mid-year evaluation rating of 2-Basic shall not constitute a second Basic comprehensive summative evaluation performance rating under paragraph 2 above.
5. A mid-year evaluation rating of 1-Unsatisfactory may lead to PIP and probation in the same year provided that:
 - a. Evaluation ratings from previous years shall be considered in the PIP/probation decision; and,
 - b. Reasonable notice and opportunity to improve have been provided to the employee in the current year.
6. Any employee who is to be placed on probation will be notified in writing by the Superintendent. The notice will comply with RCW 28A.405.100. The SPS will provide a copy of the Superintendent's letter placing an employee on probation to the Executive Director of the SEA.
7. At the beginning of probation, the certificated employee will be provided with a draft of the specific and reasonable program (including the specific components of concern within the criterion/domain) for improvement pursuant to RCW 28A.405.100. The employee will meet with the principal/supervisor within five (5) work days following the receipt of the draft plan for the purpose of discussing and providing input to the plan. The principal/program manager has the responsibility to complete the final plan. The principal/program manager will provide the employee with the final plan within five (5) work days after that meeting. Any objection to the plan will be made at the time the final plan is provided to the employee. If there is a disagreement, an SEA representative will collaborate with a designee of the Superintendent to develop the parts of the plan in question.
8. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
9. The probationer must be removed from probation if they have demonstrated improvement to the satisfaction of the principal/program manager in those areas specifically detailed in the employees initial notice of deficiency and subsequently detailed in their plan of improvement.
10. Upon recommendation of the evaluator, the Superintendent must remove the employee from probationary status if a satisfactory performance improvement has been observed and documented.
11. Non-renewal of any employee's contract will be accomplished in accordance with the procedures established by applicable law.

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12. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th, of less than level 2 (RCW 28A.405.100).

SECTION J: GRIEVANCES

1. Procedural Disputes:
 - a. Disputes concerning exclusively a departure by the SPS from the procedural requirements of this Article XI (Evaluation) will be subject to Article X (Grievance Provisions).
 - b. An arbitrator will have the authority to direct appropriate remedies in cases properly subject to arbitration.
2. Non-Procedural Disputes:
 - a. All other disputes (including findings made and conclusions reached by the evaluator) will not be subject to the grievance provisions in Article X, except that continuing contract employees with performance judged to be Proficient or Distinguished and provisional employees who have met the performance schedule on the annual performance evaluation may use the grievance provisions of Article X through Step 2 for the purpose of obtaining a review of the findings made and conclusions reached.
 - b. PAR Panel recommendations will not be subject to grievance provisions.
 - c. CT findings will not be subject to the grievance provisions.
 - d. Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation from their personnel file after a period of four (4) years from the date of the Step 2 grievance response.
3. In cases of notice of probable cause for discharge, adverse change in contract status, or non-renewal of contract, any pending grievance under Article X will be discontinued and the grievant may pursue the statutory review procedures. An arbitrator will have the authority to direct appropriate remedies in cases properly subject

ARTICLE XII: LAYOFF AND RECALL

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SECTION A: CONDITIONS NECESSARY FOR LAYOFF

1. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. Adverse developments which can necessitate layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
3. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing, shall give priority to those programs and services which relate to instruction and welfare of the students.
4. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs and priorities within and among programs, adoptions of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall provide the SEA with a listing which includes the names, teaching categories, and seniority of all employees to be laid off prior to the employees' receipt of layoff notification. Except in unusual circumstances, the notice shall be provided at least twenty-four (24) hours prior to the employees' receipt of lay-off notices. The SPS and the SEA will immediately meet to review the changes.
5. The performance ratings (evaluation) of employees shall only be a factor in determining the order of layoff under this Section in cases of tied seniority. Anyone who is not considered proficient by the state summative performance rating will be laid off prior to someone of the same seniority who is considered proficient. If there is tied seniority and all employees are proficient on their state summative performance rating, the date of hire will be the tiebreaker.
6. Vacancies created by retirements, resignations, leaves and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.
7. The SPS will provide the SEA with a master copy of the Bargaining Unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.

SECTION B: SENIORITY

1. Seniority is the length of regular contract service an employee has with the SPS and includes length of service transferred from other Washington public schools.
 - a. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in Seattle only.

ARTICLE XII: LAYOFF AND RECALL

- b. A year of service is earned by fulfilling the number of days specified in the Contract.
 - c. Seniority for any employees who are contracted following the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the Contract. For purposes of computing seniority, a day consists of working one-half (.5) day or more. For employees working less than one-half (.5) day, seniority will be computed on the basis of full-time equivalency.
 - d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:
 - 1) Absences for other causes; and,
 - 2) All unpaid leaves except Military Leave which interrupt an employee's service.
2. Seniority includes Washington school district service prior to resignation or leave and excludes substitute service.
3. It is the intention of the parties that this Article be consistent with the SPS Affirmative Action efforts in hiring.
4. Employee Categories
- Funding and staffing needs may change in schools, resulting in layoffs or displacement of some staff. Non-supervisory certificated staff are retained or displaced from schools or identified for layoff (RIF) according to seniority in each category (codes given to teaching areas). Categories are established to ensure the qualifications of employees assigned to retained positions. Each year prior to staffing for the following year, certificated staff has an opportunity to review categories and request additional categories for which they qualify.

ARTICLE XII: LAYOFF AND RECALL

BILINGUAL CATEGORIES

BE -English As A Second Language - Elementary
BS-English As A Second Language - Secondary
GE-Bilingual Generalist – Elementary
GS-Bilingual Generalist – Secondary

SPECIAL EDUCATION CATEGORIES

XA-Audiologist*
XB-Behavior Disability, Self-Contained/Agency
XC-Special Education Career Consultant
XD-Speech/Language Pathologist*
XE-Early Childhood Special Education
XF-Orientation and Mobility Specialist
XG-Special Education Generalist
XH-Hearing Impaired
XL-Deaf/Blind
XM-Mentally Handicapped, Self-Contained
XO-Orthopedically Handicapped
XP-Adaptive P.E.
XS-Severe/Profound
XT-Autism
XV-Visually Impaired
XX-Hospital Instruction
XY-Occupational Therapist*
XZ-Physical Therapist*

* Requires ESA certificate

SUPPORT SERVICES

AJ-Academic Intervention Specialist
DA-Drug/Alcohol Intervention Specialist
ZA-Guidance Specialist*
ZE-Counselor, Elementary*
ZN-Nurse*
ZP-Psychologist*
ZS-Counselor, Secondary*
ZW- Social Worker*

*Requires ESA Certificate

ELEMENTARY CATEGORIES

AE-Alternative, Elementary
AM-Montessori
E3-Multi-age
E4-Kindergarten
E5-Grades 1-3
E6-Grades 4-5
EA-Art Specialist
EB-Language Immersion
ED-Distar
EF-Foreign language
EG-Gifted Specialist
EI-Music Specialist, Instr.
EL-Librarian
EM-Elementary Math
EP-Phys.Ed.
ER-Elementary Reading
ES-Science Specialist
EU-Multi Arts Gen. (Art, Drama, Music & Dance)
EV-Music Specialist, Vocal
E2-Computer Specialist
IS –Itinerant Elementary Instrumental Music Specialist
RS-Reading Specialist

SECONDARY CATEGORIES

ARTS

AG-Visual Arts
AD-Dance
LD-Theatre Arts

ALTERNATIVE

AC-Corrections/Educ. Specialist
AS-Alternative School, Secondary
AX-Home School Parent Partner

COMPUTER EDUCATION

M2-Computer Educ./Programming

FOREIGN LANGUAGE

FC-Chinese - Han Yu (Mandarin)
FE-Secondary Language Emersion
FF-French
FG-German
FJ-Japanese
FL-Latin
FN-Norwegian
FP-Pilipino (Tagalog)
FR Russian
FS-Spanish
FW-Swedish

HEALTH EDUCATION

HE-Health Education, General

LANGUAGE ARTS

LA-Language Arts, General
LJ-Journalism
LR-Reading

MATHEMATICS

MA-Integrated Math
MC-Pre-Calculus
MG-Mathematics, General

MIDDLE SCHOOL

H7-Middle School History
L7-Middle School Language Arts
M7-Middle School Math
R7-Middle School Reading
S7-Middle School Science

MUSIC

MI-Music, Instrumental
MV-Music, Vocal

PHYSICAL EDUCATION

PE-Physical Education, General
PS-Physical Education, Swimming

SCIENCE

SB-Biology
SC-Chemistry
SG-Science, General
SM-Marine Biology
SP-Physics

SECONDARY SPECIALIST

ZG -Gifted Specialist, Secondary
ZL-Librarian, Secondary

SOCIAL STUDIES

SE-Economics
SH-History
SI-Geography
SO-Government

TECHNOLOGY EDUCATION – Middle School

IG-Tech.Educ. Generalist
IM-Tech.Educ.-Graphics

FM-Family&Consumer Science

TRAFFIC EDUCATION

ZT-Traffic Education

ARTICLE XII: LAYOFF AND RECALL

5. Seniority credit for purposes of displacement, transfer and layoff and recall when transferring from classified unit to certificated unit:

In January of the first year of certificated service, the employee will be credited with seniority equal to their years of accrued SPS classified seniority.

6. Seniority credit for non-supervisory certificated employees hired after September 1, 1991 will include credit for certificated substitute service in the Washington State public school districts, subject to the following provisions:
 - a. Only Washington State public school district certificated substitute service will be recognized.
 - b. Seniority credit for substitute service will be computed on the basis of total full-time equivalent certificated substitute days, divided by 180 days.

SECTION C: DISPLACEMENT AND LAYOFF GUIDELINES

Guidelines for displacement and layoff shall be as follows:

1. Displacement of staff from buildings, layoff, and recall shall be by seniority, within categories, subject matter areas, or departments. The FTE of an employee will not be a consideration. When a part-time employee is subject to recall and the same level of FTE is not available, the employee will first be offered a higher FTE, if available. If the employee does not accept the higher FTE and a lower FTE is available, the employee may select that position, but must accept an offered position by August 1st. If another position becomes available prior to August 31st, the partial FTE may then transfer to that position
2. Employees are designated "displaced" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category at the building exceeds the building's requirements for the following year but the number of staff the SPS will require in that category the following year is sufficient to warrant retention of the employee in a "displaced pool" eligible to seek vacant positions under the terms of Article VIII, Staffing. Displaced employees retain the rights and protections described in Article VIII, Staffing. Seniority within categories determines whether an employee is "displaced" or "laid off".
3. Employees are designated "laid off" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category in the SPS exceeds the SPS's requirements in that category for the following year and the employee does not have sufficient seniority to be retained in the "displacement pool".
4. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendment, and Section 504 of the Rehabilitation Act when implementing layoffs.

SECTION D: CERTIFICATED EMPLOYEE LAYOFFS

Retentions and layoffs shall be determined as follows:

1. Certification: Possession of any valid Washington State certification which may be required for the position(s) under consideration shall be a requisite for retention.
2. Selection Within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties which they have designated as preferences in accordance with Article XII, B,4 of this Agreement.
3. Length of service of certificated employees shall be the basis for retention within the

ARTICLE XII: LAYOFF AND RECALL

employment categories.

4. Employees who do not meet the seniority requirement for the first preference listed will be considered, on a seniority basis, for their other listed preferences.

SECTION E: RECALL FROM LAYOFF: PROVISIONS FOR REEMPLOYMENT OF LAID OFF EMPLOYEES

1. All employees laid off as a result of program or staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
2. The SPS shall maintain a roster of certificated employees who were laid off from positions. Persons on the list will be ranked in order of seniority within categories. The SPS shall make every reasonable effort to recall laid off employees to employment at the earliest possible date after determination that an appropriate vacancy exists.
3. If a position becomes vacant and if no qualified internal candidate accepts the position (see Article VIII, Staffing), the most senior person holding that category is recalled. Internal candidates include anyone eligible to participate in internal open hiring (as described in Article VIII). The exceptions are that:
 - a. To the extent that the employee's immediately previous assignment is available, the employee shall automatically be placed in their immediately previous assignment.
 - b. The employee shall have the right to return to their immediately previous work location whenever a position is available, but no later than the second week of school.
4. Recall shall be determined as follows:
 - a. Certification: Possession of any valid Washington State Certification which may be required for the position(s) under consideration shall be a requisite for reemployment.
 - b. Each individual shall be considered for reemployment in any of the categories the employee indicated as preferences.
 - c. Reemployment will be made on a seniority basis, within categories.
 - d. The employee shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the individual's name being placed on the bottom of the rehire list.
 - e. Employees reemployed to a position in a 30% or more ethnic minority populated school shall have training and/or experience with multi-ethnic or multi-cultural situations. If such employees are not available within the pool and no person will or can take the training and/or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.
5. It shall be the responsibility of each individual placed in the reemployment pool to notify Human Resources in writing between June 1 and June 30 if the individual wishes to remain in the reemployment pool for the second year. If the notification is not received, the name of the individual(s) shall be dropped from the employment pool.
6. Individuals not re-employed before the start of the fall school term, upon application, shall be placed on the substitute roster and will be considered senior substitutes as outlined in Article V. Laid off employees may renew annually their position within the substitute roster.

ARTICLE XII: LAYOFF AND RECALL

7. It is recognized that certificated employees of the SPS holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.
8. Any laid off individual shall, upon reemployment, retain full seniority rights and all other rights as though their employment relationship with the SPS had not been broken.

SECTION F: EMPLOYMENT NOTIFICATION

1. All laid off employees shall be responsible for notifying Human Resources of a telephone number through which they can be reached.
2. Any laid off employee may assign their power of attorney to the SEA who will thereby be authorized to accept or reject an assignment on the employee's behalf.
3. Laid off employees will be contacted by telephone to be offered re-employment and shall respond within twenty-four (24) hours following receipt of the offer.
4. Employees may authorize Human Resources to accept or reject an assignment on their behalf.

SECTION G: RECALL FROM LAYOFF AND SENIORITY

1. All employees recalled from layoff shall receive full seniority credit retroactive to the first date of the semester if recalled prior to October 31.
2. The recall period for laid-off employees shall be renewable on an annual basis by the former employee for a two (2) year length of time.

ARTICLE XIII: NO-STRIKE CLAUSE

ARTICLE XIII: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is a mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding the situation.

APPENDICES TO THE AGREEMENT

BETWEEN

SEATTLE PUBLIC SCHOOLS

AND

SEATTLE EDUCATION ASSOCIATION

**SEATTLE ASSOCIATION OF
EDUCATIONAL OFFICE PROFESSIONALS
(SAEOP)**

2018-2019

APPENDIX A-1

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA1 and PA4) 260/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	\$ 17.15	\$ 17.76	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,972.67	\$ 3,078.40	\$ 3,194.53	\$ 3,326.27	\$ 3,452.80	\$ 3,594.93	\$ 3,745.73	\$ 3,887.87	\$ 4,043.87
	Annual	\$ 35,672	\$ 36,941	\$ 38,334	\$ 39,915	\$ 41,434	\$ 43,139	\$ 44,949	\$ 46,654	\$ 48,526
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,149.47	\$ 3,262.13	\$ 3,388.67	\$ 3,527.33	\$ 3,664.27	\$ 3,809.87	\$ 3,965.87	\$ 4,125.33	\$ 4,290.00
	Annual	\$ 37,794	\$ 39,146	\$ 40,664	\$ 42,328	\$ 43,971	\$ 45,718	\$ 47,590	\$ 49,504	\$ 51,480
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,340.13	\$ 3,452.80	\$ 3,591.47	\$ 3,735.33	\$ 3,884.40	\$ 4,038.67	\$ 4,203.33	\$ 4,371.47	\$ 4,539.60
	Annual	\$ 40,082	\$ 41,434	\$ 43,098	\$ 44,824	\$ 46,613	\$ 48,464	\$ 50,440	\$ 52,458	\$ 54,475
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,542.93	\$ 3,664.27	\$ 3,809.87	\$ 3,960.67	\$ 4,118.40	\$ 4,284.80	\$ 4,452.93	\$ 4,631.47	\$ 4,816.93
	Annual	\$ 42,515	\$ 43,971	\$ 45,718	\$ 47,528	\$ 49,421	\$ 51,418	\$ 53,435	\$ 55,578	\$ 57,803
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,757.87	\$ 3,886.13	\$ 4,038.67	\$ 4,201.60	\$ 4,364.53	\$ 4,536.13	\$ 4,723.33	\$ 4,912.27	\$ 5,106.40
	Annual	\$ 45,094	\$ 46,634	\$ 48,464	\$ 50,419	\$ 52,374	\$ 54,434	\$ 56,680	\$ 58,947	\$ 61,277
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,976.27	\$ 4,118.40	\$ 4,283.07	\$ 4,447.73	\$ 4,622.80	\$ 4,810.00	\$ 5,009.33	\$ 5,203.47	\$ 5,416.67
	Annual	\$ 47,715	\$ 49,421	\$ 51,397	\$ 53,373	\$ 55,474	\$ 57,720	\$ 60,112	\$ 62,442	\$ 65,000
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,217.20	\$ 4,364.53	\$ 4,534.40	\$ 4,719.87	\$ 4,907.07	\$ 5,101.20	\$ 5,304.00	\$ 5,520.67	\$ 5,740.80
	Annual	\$ 50,606	\$ 52,374	\$ 54,413	\$ 56,638	\$ 58,885	\$ 61,214	\$ 63,648	\$ 66,248	\$ 68,890
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,480.67	\$ 4,655.73	\$ 4,836.00	\$ 5,031.87	\$ 5,227.73	\$ 5,428.80	\$ 5,642.00	\$ 5,867.33	\$ 6,092.67
	Annual	\$ 53,768	\$ 55,869	\$ 58,032	\$ 60,382	\$ 62,733	\$ 65,146	\$ 67,704	\$ 70,408	\$ 73,112

For Salary Administration Plans SA1 and PA4 (260-8)
2018-19 with a 10.5% negotiated increase (260 days/2080 hours)
Effective 9/1/2018

APPENDIX A-2

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA3 and PA2) 222/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 3,045.84	\$ 3,155.95	\$ 3,273.17	\$ 3,408.14	\$ 3,537.79	\$ 3,683.42	\$ 3,837.94	\$ 3,983.57	\$ 4,143.41
	Annual	\$ 30,458	\$ 31,560	\$ 32,732	\$ 34,081	\$ 35,378	\$ 36,834	\$ 38,379	\$ 39,836	\$ 41,434
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,226.99	\$ 3,342.43	\$ 3,472.08	\$ 3,614.16	\$ 3,754.46	\$ 3,903.65	\$ 4,063.49	\$ 4,226.88	\$ 4,395.60
	Annual	\$ 32,270	\$ 33,424	\$ 34,721	\$ 36,142	\$ 37,545	\$ 39,036	\$ 40,635	\$ 42,269	\$ 43,956
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,422.35	\$ 3,537.79	\$ 3,679.87	\$ 3,827.28	\$ 3,980.02	\$ 4,138.08	\$ 4,306.80	\$ 4,479.07	\$ 4,651.34
	Annual	\$ 34,224	\$ 35,378	\$ 36,799	\$ 38,273	\$ 39,800	\$ 41,381	\$ 43,068	\$ 44,791	\$ 46,513
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,630.14	\$ 3,754.46	\$ 3,903.65	\$ 4,058.16	\$ 4,219.78	\$ 4,390.27	\$ 4,562.54	\$ 4,745.47	\$ 4,935.50
	Annual	\$ 36,301	\$ 37,545	\$ 39,036	\$ 40,582	\$ 42,198	\$ 43,903	\$ 45,625	\$ 47,455	\$ 49,355
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,850.37	\$ 3,981.79	\$ 4,138.08	\$ 4,305.02	\$ 4,471.97	\$ 4,647.79	\$ 4,839.60	\$ 5,033.18	\$ 5,232.10
	Annual	\$ 38,504	\$ 39,818	\$ 41,381	\$ 43,050	\$ 44,720	\$ 46,478	\$ 48,396	\$ 50,332	\$ 52,321
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 4,074.14	\$ 4,219.78	\$ 4,388.50	\$ 4,557.22	\$ 4,736.59	\$ 4,928.40	\$ 5,132.64	\$ 5,331.55	\$ 5,550.00
	Annual	\$ 40,741	\$ 42,198	\$ 43,885	\$ 45,572	\$ 47,366	\$ 49,284	\$ 51,326	\$ 53,316	\$ 55,500
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,321.01	\$ 4,471.97	\$ 4,646.02	\$ 4,836.05	\$ 5,027.86	\$ 5,226.77	\$ 5,434.56	\$ 5,656.56	\$ 5,882.11
	Annual	\$ 43,210	\$ 44,720	\$ 46,460	\$ 48,360	\$ 50,279	\$ 52,268	\$ 54,346	\$ 56,566	\$ 58,821
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,590.96	\$ 4,770.34	\$ 4,955.04	\$ 5,155.73	\$ 5,356.42	\$ 5,562.43	\$ 5,780.88	\$ 6,011.76	\$ 6,242.64
	Annual	\$ 45,910	\$ 47,703	\$ 49,550	\$ 51,557	\$ 53,564	\$ 55,624	\$ 57,809	\$ 60,118	\$ 62,426
23	Hourly	\$ 26.28	\$ 27.19	\$ 28.24	\$ 29.40	\$ 30.59	\$ 31.78	\$ 33.03	\$ 34.39	\$ 35.75
	Monthly	\$ 4,667.33	\$ 4,828.94	\$ 5,015.42	\$ 5,221.44	\$ 5,432.78	\$ 5,644.13	\$ 5,866.13	\$ 6,107.66	\$ 6,349.20
	Annual	\$ 46,673	\$ 48,289	\$ 50,154	\$ 52,214	\$ 54,328	\$ 56,441	\$ 58,661	\$ 61,077	\$ 63,492

For Salary Administration Plans SA3 and PA2
2018-19 with a 10.5% negotiated increase (222 days/1776 hours)
Effective 9/1/18
Monthly amount reflects a 10-month work year (annual/10)

APPENDIX A-3

SAEOP AND PARAPROFESSIONAL
Salary Schedule (SA2 and PA1) 203/8
2018-19 effective 9/1/2018

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
015	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,785.16	\$ 2,885.85	\$ 2,993.03	\$ 3,116.46	\$ 3,235.01	\$ 3,368.18	\$ 3,509.46	\$ 3,642.63	\$ 3,788.79
	Annual	\$ 27,852	\$ 28,858	\$ 29,930	\$ 31,165	\$ 32,350	\$ 33,682	\$ 35,095	\$ 36,426	\$ 37,888
016	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 2,950.81	\$ 3,056.37	\$ 3,174.92	\$ 3,304.84	\$ 3,433.14	\$ 3,569.55	\$ 3,715.71	\$ 3,865.12	\$ 4,019.40
	Annual	\$ 29,508	\$ 30,564	\$ 31,749	\$ 33,048	\$ 34,331	\$ 35,696	\$ 37,157	\$ 38,651	\$ 40,194
017	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,129.45	\$ 3,235.01	\$ 3,364.93	\$ 3,499.72	\$ 3,639.38	\$ 3,783.92	\$ 3,938.20	\$ 4,095.73	\$ 4,253.26
	Annual	\$ 31,294	\$ 32,350	\$ 33,649	\$ 34,997	\$ 36,394	\$ 37,839	\$ 39,382	\$ 40,957	\$ 42,533
018	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,319.46	\$ 3,433.14	\$ 3,569.55	\$ 3,710.84	\$ 3,858.62	\$ 4,014.53	\$ 4,172.06	\$ 4,339.33	\$ 4,513.10
	Annual	\$ 33,195	\$ 34,331	\$ 35,696	\$ 37,108	\$ 38,586	\$ 40,145	\$ 41,721	\$ 43,393	\$ 45,131
019	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,520.83	\$ 3,641.01	\$ 3,783.92	\$ 3,936.58	\$ 4,089.23	\$ 4,250.01	\$ 4,425.40	\$ 4,602.42	\$ 4,784.30
	Annual	\$ 35,208	\$ 36,410	\$ 37,839	\$ 39,366	\$ 40,892	\$ 42,500	\$ 44,254	\$ 46,024	\$ 47,843
020	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,725.46	\$ 3,858.62	\$ 4,012.90	\$ 4,167.18	\$ 4,331.21	\$ 4,506.60	\$ 4,693.36	\$ 4,875.25	\$ 5,075.00
	Annual	\$ 37,255	\$ 38,586	\$ 40,129	\$ 41,672	\$ 43,312	\$ 45,066	\$ 46,934	\$ 48,752	\$ 50,750
021	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 3,951.19	\$ 4,089.23	\$ 4,248.38	\$ 4,422.15	\$ 4,597.54	\$ 4,779.43	\$ 4,969.44	\$ 5,172.44	\$ 5,378.69
	Annual	\$ 39,512	\$ 40,892	\$ 42,484	\$ 44,222	\$ 45,975	\$ 47,794	\$ 49,694	\$ 51,724	\$ 53,787
022	Hourly	\$ 25.80	\$ 26.70	\$ 27.72	\$ 28.86	\$ 30.01	\$ 31.18	\$ 32.43	\$ 33.76	\$ 35.09
	Monthly	\$ 4,189.92	\$ 4,336.08	\$ 4,501.73	\$ 4,686.86	\$ 4,873.62	\$ 5,063.63	\$ 5,266.63	\$ 5,482.62	\$ 5,698.62
	Annual	\$ 41,899	\$ 43,361	\$ 45,017	\$ 46,869	\$ 48,736	\$ 50,636	\$ 52,666	\$ 54,826	\$ 56,986

For Salary Administration Plans SA2 and PA1
Monthly amount reflects a 10-month work year (annual/10)
2017-18 with a 10.5% negotiated increase (203 days/1624 hours)
Effective 9/1/2018

2018-2019 SUBSTITUTE SALARY SCHEDULE

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	\$X	\$23.58	\$165.06
SU1		60-90 Days	\$X*1.05	\$24.75	\$173.25
SU1		91-120 Days	\$X*1.10	\$25.93	\$181.51
SU1		121+ Days	\$X*1.15	\$27.11	\$189.77

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	\$X	\$20.66	\$165.28
SU2		60-90 Days	\$X*1.05	\$21.69	\$173.52
SU2		91-120 Days	\$X*1.10	\$22.72	\$181.76
SU2		121+ Days	\$X*1.15	\$23.76	\$190.08

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position		Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes		\$31.24	\$249.92

2018-2019 Rates effective 9/1/2018, include a 10.5% negotiated increase

SAEOP JOB TITLES BY PAY GRADE

A	Accounting Specialist II	19
A	Accounting Specialist III	20
A	Accounts Payable Accounting Specialist	19
S	Administrative Secretary Alternative	21
S	Administrative Secretary Alternative Secondary	21
S	Administrative Secretary Elementary	21
S	Administrative Secretary High School	21
S	Administrative Secretary Middle School	21
A	Administrative Secretary Student Health Services	21
S	Assistant Secretary Alternative School	18
S	Assistant Secretary High School	18
S	Assistant Secretary Middle School	18
S	Attendance Specialist High School	19
S	Attendance Specialist Middle School	18
A	Capital Programs Project Assistant	21
A	Capital Projects Account Specialist	20
A	Capital Proj Acctg Contract & Inv Control Spec	20
S	Cash Office Coordinator	21
S	Counseling Secretary	17
S	Data Registrar	21
S	Elementary School Assistant	18
A	Enrollment Technician Enrollment Services	21
A	Facilities Operations Payroll Specialist	21
S	Fiscal Clerk Elementary	17
S	Fiscal Specialist Alternative	19
S	Fiscal Specialist High School	21
S	Fiscal Specialist Middle School	19
S	High School Data Registration Specialist	21
A	HRIS Specialist	22
S	Interagency Student Records Specialist	21
A	Lead Transportation Control Center Representative	18
S	Library Assistant II	18
A	Mail Clerk II	17
A	Nutrition Services Office Specialist	18
A	Office Specialist I	16
A	Office Specialist II	17
A	Office Specialist III	19
A	Operations Specialist-Transportation	21
A	ORCA Coordinator	16
A	Personnel Records Assistant	17
A	Secretary II	19
A	Senior Budget Technician	20
A	Senior Customer Service Representative	21
A	Senior Payroll Specialist	21
A	Senior Personnel Specialist	21
A	Senior Special Education Compliance Specialist	21
A	Special Education Compliance Specialist	19
A	SPED Administrative Data Specialist	20
A	SPED Preschool Assignment Facilitator	20
A	SPED Records Room Technician	20
A	Substitute Office Coordinator	21
A	Transportation Control Center Representative	16

A = Administrative

S = Schools

**SEATTLE PUBLIC SCHOOLS
SAEOP Collective Bargaining Unit**

ACTIVE JOB TITLES	
Accounting Specialist II	Fiscal Specialist Middle School
Accounting Specialist III	High School Data Registration Specialist
Accounts Payable Accounting Specialist	HRIS Specialist
Administrative Secretary Alternative	Interagency Student Records Specialist
Administrative Secretary Alt Secondary	Lead Transportation Control Center Rep
Administrative Secretary Elementary	Library Assistant II
Administrative Secretary High School	Mail Clerk II
Administrative Secretary Middle School	Office Specialist I
Administrative Secretary Student Health Services	Office Specialist II
Assistant Secretary Alternative School	Office Specialist III
Assistant Secretary High School	Operations Specialist-Transportation
Assistant Secretary Middle School	ORCA Coordinator
Attendance Specialist High School	Personnel Records Assistant
Attendance Specialist Middle School	Secretary II
Capital Proj Acctg Contract & Inv Control Spec	Senior Budget Technician
Capital Programs Project Assistant	Senior Customer Service Representative
Capital Projects Account Specialist	Senior Payroll Specialist
Cash Office Coordinator	Senior Personnel Specialist
Counseling Secretary	Senior Special Education Compliance Specialist
Data Registrar	Special Education Compliance Specialist
Elementary School Assistant	SPED Administrative Data Specialist
Enrollment Technician Enrollment Services	SPED Preschool Assignment Facilitator
Fiscal Clerk Elementary	SPED Records Room Technician
Fiscal Specialist Alternative	Substitute Office Coordinator
Fiscal Specialist High School	Transportation Control Center Representative
INACTIVE JOB TITLES	
Accounting Records Specialist	Lead Mail Clerk
Accounting Specialist I	Library Assistant
Audio-Visual Technician	Library Technician
Computer Operator I	Mail Clerk I
Computer Operator II	Microfilm Operator
Computer Operator III	Office Assistant
Computer Operator IV	Payroll Technician
Computer Typesetter	Personnel Specialist
Data Controller/Tape Librarian	Professional Learning Center Program Specialist
Data Entry Coordinator	Receptionist/Switchboard Operator
Data Entry Operator II	Science Materials Center Assistant
DP Equipment Operator	Secretary I
Duplicating Specialist	Substitute Services Coordinator
Fiscal Stockroom Clerk	Summer Semester Support Coordinator
Lead Data Control Specialist	Testing Support Specialist
Lead Duplicating Specialist	User Trainer

Job Title status as of 9/1/15

POSITIONS EXCLUDED FROM SAEOP BARGAINING UNIT*

Office	Title	
Assistant Superintendent for Business & Finance	Executive Secretary	-1-
Assistant Superintendent for Capital, Facilities & Enrollment Planning	Executive Secretary	-1-
Assistant Superintendent for Human Resources	Executive Secretary	-1-
Assistant Superintendent for Operations	Executive Secretary	-1-
Assistant Superintendent for Teaching & Learning	Executive Secretary	-1-
Career & Technical Education	Secretary	-1-
Curriculum and Instructional Support	Executive Secretary	-1-
Deputy Superintendent	Executive Secretary	-1-
Enrollment Planning	Secretary	-1-
Executive Directors of Schools	Secretary	-4-
General Counsel	Executive Secretary	-1-
Headstart	Secretary	-1-
Nutrition Services	Secretary	-1-
Special Education	Secretary	-1-
Superintendent's Office	Executive Secretary	-1-

*Reference: Article I, Section B

NOTE: Office titles above may be changed due to reorganization. Please note these titles were not included in the New Job Measurement System and do not correspond to the new pay plan for represented positions.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

	Weight	Level						
FACTOR	%	1	2	3	4	5	6	7
Knowledge & Skills	25	305	360	425	500	590	690	815
Decisions & Results	20	245	290	340	400	470	555	
Complexity	15	185	215	255	300	350		
Supervision	10	125	145	170	200	235	275	
Contacts	15	185	215	255	300	350		
Planning & Organization	10	125	145	170	200			
Working Conditions	5	60	70	85	100			

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Knowledge & Skills

Every job demands a level of knowledge and/or skills in order to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of education, experience or training. Knowledge/skills may range from familiarity with facts, methods and procedures, to manual skills, to knowledge or organization and supervision, to fields of study, or to management ability.

FACTOR	1	2	3	4	5	6	7
POINTS	305	360	425	500	590	690	815
Knowledge & Skills	Knowledge/basic skills associated with a single task and simple instructions.	Knowledge of standardized multiple tasks carried out within clearly defined procedures including use of simple tools and equipment.	Knowledge of complex work processes involving a recognized functional area, a specialized area or a vocational area.	Full working knowledge/expertise in a functional area, a specialized area or a vocational area.	Full working knowledge/expertise in a specialized area or recognized discipline including basic understanding or the principles and theory.	A thorough knowledge of both theoretical and practical application of a specialized area or recognized discipline.	Broad expertise requiring the interpretation of advanced principles, techniques or theory.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Decisions & Results

This factor measures the extent to which a job is responsible for decisions made and actions taken and the results of those decisions and actions.

FACTOR	1	2	3	4	5	6
POINTS	245	290	340	400	470	555
Decisions & Results	Decisions are dictated by prescribed instructions and impact only own work area.	Decisions are controlled by established work routines and usually impact the immediate work area.	Decisions are directed by practices and procedures and may impact the accuracy, reliability or success of results/activities outside work area.	Decisions are guided by objectives within resource constraints. Impact usually involves the design or outcome of systems, products, programs, service quality, etc.	Decisions are typically subject to constraints of broad practice and procedures and/or direction from those responsible for implementing organizational policy. A large degree of independence is often afforded to positions at this level. Impact is usually at the program or site level.	Decisions are subject to broad functional policies and goals and typically impact district-wide programs, activities and efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Complexity

Every job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness or judgment. This factor measures the complexity of thinking, creativity, conceptualization and problem-solving demanded by the job.

FACTOR	1	2	3	4	5
POINTS	185	215	255	300	350
Complexity	Work situations are routine and regularly recurring, requiring attention and concentration but little or no discretion, consideration and/or planning.	These jobs are confronted with multiple choice situations and solutions. Work situations require limited consideration and interpretation of information to choose the most effective responses.	Varied situations requiring search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.	The situation to be resolved includes circumstances, facts and issues that are often different from those encountered in the past. Problems are multi-dimensional: trade-offs and risks must be considered. The incumbent must consider various possible alternatives and consequences before selecting a solution.	Problems are very complex, abstract and long-term in nature. There is a continual requirement for innovative thought. The situations faced have little or no precedent to guide the problem solving process.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Supervision

This factor appraises the nature and extent of supervisory/management responsibility for the work product(s) of others (other employees volunteers or students).

FACTOR	1	2	3	4	5	6
POINTS	125	145	170	200	235	275
Supervision	Responsible for own work.	Provides guidance or instruction or others involved in focused activities, programs (either in groups or individually) or specific tasks.	Assigns, leads and schedules the work of others and/or provides input into the evaluation of others' work.	Plans, oversees, monitors, reviews and/or evaluates the work of others that require little day-to-day supervision. May make recommendations on selection and termination.	Manages related, multiple activities through subordinates, including evaluation, selection and termination.	Manages multiple, diverse activities through subordinates, including evaluation, selection and termination.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Contacts

This factor measures the requirements for active, interpersonal contact which characterize a job. The extent to which the position interacts with students, parents, other employees, or people outside the District and the nature of that interaction are the focus of this factor. Contacts may range from those contacts characterized by the exchange of information to those contacts which demand the highest level of interpersonal skills.

FACTOR	1	2	3	4	5
POINTS	185	215	255	300	350
Contacts	Basic communication skills and courtesy are required to exchange routine information or provide routine assistance.	Communication skills are required to exchange and explain information or technical concepts with others.	Communication skills are required to communicate concepts and ideas to individuals and groups. Understanding and influencing people are important considerations in performing the job. Sensitivity of others' point of view is often required to influence behavior or turn a situation around.	Communication skills are required to motivate, persuade and/or lead others decision or action.	Communication skills are required to build trust, inspire action, create understanding and cooperation. There may often be a need to defend, justify, negotiate or settle conflicts or issues among diverse groups in contexts where resulting actions may have significant impact within the organization.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Planning & Organization

This factor measures the requirements of the job to plan and organize projects, programs or activities, including organizing the various elements, tracking progress, assisting in individual stages, and integrating activities or functions.

FACTOR	1	2	3	4
POINTS	125	145	170	200
Planning & Organization	Requires basic planning or organizing of own work or activity.	Requires planning, organizing, and coordinating own work with the work of another(s) in order to successfully accomplish job responsibilities. This planning and coordinating may include arranging completion dates, sharing information, merging products or efforts, scheduling meetings, etc.	Requires planning of own and others' work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project. This could involve initiating project-related activities, tracking progress and ensuring the successful completion of tasks by others.	Requires extensive planning and organization of various elements, including planning of goals and objectives, timelines, allocating resources, tracking progress, carrying out activities and coordinating efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Working Conditions

This factor measures those requirements of a job related to conditions in which the job is performed. It is understood that the incumbent is reasonably suited to the job, that all appropriate efforts to minimize adverse conditions have been undertaken, and that the conditions considered are inherent in the position.

Elements considered:

Physical Effort (lifting, moving, pushing, etc.)
 Work Environment (noise, temperature, interruptions, etc.)
 Emotional Content of Contacts
 Level of Sensory Attention

Variables:

Frequency
 Intensity
 Duration
 Degree of Control

FACTOR	1	2	3	4
POINTS	60	70	85	100
Working Conditions	Minimal amounts of working conditions.	Moderate amounts of working conditions.	Considerable amounts of working conditions.	Extreme amounts of working conditions.

SAEOP/PARAPRO
Measurement of Point Factors

Job Code: _____
Position Title: _____

Factors	Scope/Level	Points
Knowledge & Skills		
Decisions & Results		
Complexity		
Supervision		
Contacts		
Planning & Organization		
Working Conditions		
Total		
Grade Level		

Range	Total Points
22	2000 and above
21	1865 - 1999
20	1750 – 1864
19	1620 – 1749
18	1520 – 1619
17	1410 – 1519
16	1330 – 1409
15	1230 - 1329

Reviewed by: _____

SEATTLE PUBLIC SCHOOLS

EXCEPTIONS FOR HOURLY EMPLOYEES AND SUBSTITUTE EMPLOYEES

It is understood and agreed that with respect to hourly employees as referred to in Article I, Section B.3, the following provisions of this Agreement shall have no application:

Article I, Section C.2	(Reduction of Hours)
Article IV, Section B	(Evaluation)
Article VI, Sections A-H	
And Article VII, Sections A-J	(Staffing)
Article V, Sections A-H	(Job Classification)
Article VI, Section H	(Letters of Employment & Notification)
Article VIII (all sections)	(Leaves and Vacations)
Article IX, Section B	(Professional Certificates)
Article IX, Section C	(Group Insurance Provisions)
Article IX, Section D	(Payroll Deductions)
Article IX, Section F	(Tax Sheltered Annuities)
Article IX, Section G.2	(Pro rata Salary Payments)

It is further understood and agreed that hourly employees subject to this Appendix shall be paid an hourly rate of pay derived from Step A of the salary schedule (Appendix A-1) appropriate to their classification. Substitute employees shall not be subject to salary advancement based on service experience or merit.

SEATTLE PUBLIC SCHOOLS
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, Washington 98124

PROBATIONARY REPORT NO. _____

TO:

FROM: Human Resources MS-33-157

RE: _____
Name (Please Print) Starting Date Work Year Job Title

Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employees. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form. Fair rating may be accompanied by a Performance Improvement form.

Please note: This report must be returned by _____.

WORK QUALITY:

Unsatisfactory _____ Fair _____ Good _____ Strong _____ Superior _____

Comments:

Date

Employee's Signature

Principal's or Administrator's Signature



SAEOP and Paraprofessional Classified Evaluation Form

October, 2013

EMPLOYEE INFORMATION			
EMPLOYEE NAME	POSITION TITLE		FTE
EVALUATOR NAME	DEPARTMENT		
WORKSITE	REVIEW PERIOD COVERS (MM-DD-YY) From: _____ To: _____	DATE OF REVIEW	TYPE OF REVIEW <input type="checkbox"/> Annual <input type="checkbox"/> Mid-Year

Rating Instructions: State the ratings where applicable in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on all ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

RATINGS AND DEFINITIONS		
4	Excellent	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	Strong	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	Satisfactory	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	Unsatisfactory	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Section I: Evaluate Performance Against Key Performance Competencies/Standards/Requirements

Evaluator Instructions
Rate the employee's performance for the entire year in each competency. Provide specific examples of evidence that support the rating. Please refer to the SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library for more information about what to look for at each rating level and to assist in determining an appropriate rating for each competency.

1. Functional/Technical Knowledge	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

2. Accountability	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

3. Collaboration	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	
4. Communication/Interpersonal Relationship Skills	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	
5. Critical Thinking, Decision Quality and Problem Solving	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	
6. Initiative/Action Oriented	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	
7. Planning and Organizing Work; Time Management	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.	
Evaluator Evidence and/or Comments	

Employee Evidence and/or Comments	
8. Quality of Work	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

9. Student Management (Paraprofessional Only)	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

Section II: Overall Rating and Summary

Evaluator Instructions	Employee Instructions
Review your ratings for each of the competencies; whichever rating was predominantly used should be reflected in your overall rating. Include a summary of overall strengths, necessary areas for development or critical improvements that support the overall rating along with any additional performance-related comments not included in prior sections.	Provide any final comments with regard to your Evaluator's overall rating and assessment.

II. OVERALL RATING AND SUMMARY		
Evaluator Overall Rating and Comments	Evaluator Overall Rating	
	<input type="checkbox"/>	4 Excellent*
	<input type="checkbox"/>	3 Strong
	<input type="checkbox"/>	2 Satisfactory
<input type="checkbox"/>	1 Unsatisfactory	
Employee Comments		

*Employees who receive an "Excellent" overall rating should have 7 of 8 competencies rated excellent for SAEOPs or 8 of 9 competencies for Paraprofessionals rated excellent OR should have a majority of competencies rated excellent (5 of 8 for SAEOPs or 5 of 9 for Paraprofessionals) and have engaged in goal-setting with their evaluator.

About Overall Ratings:

- A rating of Excellent in all or all but one of the competencies (7 out of 8 for SAEOPS and 8 out of 9 for Paraprofessionals) will result in an overall rating of "Excellent."
- An overall rating of "Excellent" can also result if a majority of competencies have been rated Excellent (5 out of 8 for SAEOPs or 5 out of 9 for Paraprofessionals) when the employee has engaged in goal-setting with his/her evaluator.
- A preponderance or majority at a certain level can result in an overall rating at that level. For example, a preponderance or majority can result in a rating of Strong when the ratings are not all rated "Strong."

- A Parapro rating of Excellent in two competencies, a rating of Strong in three competencies and four Satisfactory ratings will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in two competencies, Strong in two competencies and Satisfactory in four competencies will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in four categories and Satisfactory in four categories will result in an overall rating of "Strong."
- In case of a tie, a SAEOP rating of Strong in four categories and Satisfactory in four categories will result in an overall rating of "Satisfactory."
- One unsatisfactory rating will result in an overall rating of "Unsatisfactory."

Section III: Goals for Review Period (Optional)

Employee Instructions	Evaluator Instructions
Identify 1-2 individual or professional developmental goals/objectives for the review period. Define the knowledge/skill you want to develop, rationale for why it is important to your current/future performance, action steps to be taken, additional key resources necessary to successfully achieve each objective (e.g., required resources, tools, training or other kinds of support), and a general timeline for completion.	Please work with the employee to assist with developing appropriate steps. Provide comments on how you will support the employee in these developmental opportunities.

III. GOALS FOR REVIEW PERIOD (OPTIONAL)	
Employee Comments	
Evaluator Comments	

Goal-setting is optional and does not affect the evaluation ratings on individual competencies, however, there are two pathways to the "Excellent" level of performance. If an employee is rated excellent in all but one of the competencies (7 of 8 for SAEOPs and 8 of 9 for Paraprofessionals) then the employee will receive an overall rating of "Excellent." As a second option, an employee may engage in goal-setting with the evaluator and obtain an overall rating of "Excellent" if the employee is rated excellent in a majority of competencies (5 of 8 for SAEOPs and 5 of 9 for Paraprofessionals). The employee must have engaged in goal-setting during the current review cycle. Please see the Employee Instructions for Section III (above) for more details regarding goal-setting.

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		Date	
Evaluator Signature		Date	

FOR HR USE ONLY	
<input type="checkbox"/> Form Received	DATE
<input type="checkbox"/> Data Entered	DATE



**SAEOP and Paraprofessional Classified Professional Growth Plan
for Focused Evaluation**

October, 2013

EMPLOYEE INFORMATION			
EMPLOYEE NAME		POSITION TITLE	FTE
EVALUATOR NAME		DEPARTMENT	
WORKSITE	REVIEW PERIOD COVERS (MM-DD-YY)		TYPE OF REVIEW <input type="checkbox"/> Annual <input type="checkbox"/> Mid-Year
	From:	To:	

Section I. KEY GOAL/OBJECTIVE FOR THIS REVIEW PERIOD (Optional)
Smart Goal Format: Strategic/Specific, Measurable, Attainable, Results Oriented and Time-bound

Goal/Objective:

Specific Knowledge/Skills to Develop:

Strategies/Actions/Steps to be Taken:

Performance Measures/Evidence to be Collected (i.e., class, conference, workshop, training, etc.):

Resources/Tools/Training/Support Needed to Achieve Goal:

Timeline for Completing Goal/Objective:

Section II. FOCUSED EVALUATION - CURRENT REVIEW PERIOD

Any employee who has received an overall rating of "Strong" or "Excellent" on his or her previous annual Comprehensive evaluation may opt to receive a Focused Evaluation.

(1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on his/her previous year's annual comprehensive evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of his/her decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.

(2) Those on the Focused Evaluation will not utilize the full evaluation tool. Instead, the employee will identify a specific competency on which to concentrate their professional growth for the current school year.

(3) The Professional Growth Plan Form will be the official document handed in to HR as the record of the evaluation for this year.

(4) An employee may stay on the Focused Evaluation for a period of three years. All employees must be returned to the formal evaluation **at least every four years**.

(5) If an evaluator determines through observation that the employee is unsatisfactory in a component and needs to be returned to the regular evaluation process sooner than stated in this section, the evaluator will have to document the reason for the return and submit a copy to the employee. The employee will then be returned to the regular evaluation and be responsible for the criteria therein.

RATINGS AND DEFINITIONS

4	Excellent	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	Strong	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	Satisfactory	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	Unsatisfactory	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Evaluator Instructions

Rate the employee's performance for the entire year in the competency identified by the employee. Provide specific examples of evidence that support the rating. Please refer to the [SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library](#) for more information about what to look for at each rating level and to assist in determining an appropriate rating for a competency.

Rating Instructions: State the rating in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

COMPETENCY DEFINITIONS

1. Functional/Technical Knowledge: Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.

2. Accountability: Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.

3. Collaboration: Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.

4. Communication/Interpersonal Relationship Skills: Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.

5. Critical Thinking, Decision Quality and Problem Solving: Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.

6. Initiative/Action Oriented: Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.

7. Planning and Organizing Work; Time Management: Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.

8. Quality of Work: Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.

9. Student Management (Paraprofessional Only): Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.

PERFORMANCE FOR THIS EVALUATION PERIOD HAS BEEN EVALUATED AGAINST THE SPECIFIC COMPETENCY IDENTIFIED BY THE EMPLOYEE (below)

Competency Identified by the Employee:	Overall Rating: Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Evaluator Comments:	
Employee Comments:	

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		Date	
Evaluator Signature		Date	

FOR HR USE ONLY	
<input type="checkbox"/> Form Received	DATE
<input type="checkbox"/> Data Entered	DATE

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#1 Functional/Technical Knowledge Possesses required educational, functional and technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment; demonstrates active interest and ability to acquire and apply new skills.</p>	<ul style="list-style-type: none"> • Demonstrates extensive knowledge of the content of the job and frequently uses their knowledge, experience and judgment to perform their work at a very high level. • Keeps up-to-date on key technical or functional aspects of the job. • Models the integration of new tools, products and equipment. • Easily transitions to provide back-up or provide coverage for cross-trained areas. • May often be seen as the 'go-to' person or relied upon to provide support or guidance to others. • Thinks of ways to apply new knowledge or skills to improve organizational or job-related performance. • Sets goals for individual or professional development to enhance skills & knowledge. 	<ul style="list-style-type: none"> • Fully proficient in the essential functions of the job. • Seeks to enhance educational, functional and technical knowledge beyond minimum requirements of the job. • Chooses appropriate tools, technology, and/or methods to effectively and efficiently accomplish tasks; experiments with new processes. • Cross-trained as appropriate to provide backup for other co-workers' job duties in case of absence. • Actively shares expertise and/or facilitates learning with others in the acquisition of new tools and technology. 	<ul style="list-style-type: none"> • Accomplishes the essential functions of the job. • Has and uses the required educational, functional and technical knowledge, experience and skills necessary to do his/her job. • Uses the appropriate tools and technology and follows District policies and procedures to accomplish a task. • Shares expertise and skills with others when appropriate. 	<ul style="list-style-type: none"> • Fails to accomplish the essential functions of the job. • Does not have the required educational, functional and technical skills necessary to do his/her job. • Does not use the tools or technology appropriate for a task.

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<p>#2 Accountability Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of dependability in all aspects of the job. Sets priorities and delegates work.</p>	<ul style="list-style-type: none"> • Consistently and independently exceeds expectations in delivering on job responsibilities. • Follows and works to improve SPS policies and procedures and ensures accountability with consistent communication. • Models responsibility and actions as if the risks are his or her own; actively sets the standard that others follow for accountability. • Constantly reliable - follows through even if outcome is uncertain and maintains communication with affected parties. • Aligns own activities and priorities to meet District goals and values. 	<ul style="list-style-type: none"> • Completes assigned work independently. • Follows District policies and procedures and carries out work accordingly. • Accepts responsibility for assigned tasks and corrects errors/mistakes without prompting. • Reliable - Can be depended upon to follow-through on time and/or provide appropriate notice when commitments may need to be revised. 	<ul style="list-style-type: none"> • Completes assigned work with limited supervision. • Has adequate knowledge of District policies and procedures and carries out work accordingly. • Accepts responsibility for errors/mistakes or assigned tasks. • Reliable - Follows through and meets commitments to others on time. 	<ul style="list-style-type: none"> • Requires significant supervision to complete assigned work. • Fails to learn and/or does not follow District policies and procedures. • Fails to accept responsibility for errors or assigned tasks. • Is not reliable - Fails to follow through and meet commitments to others on time

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<p>#3 Collaboration Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.</p>	<ul style="list-style-type: none"> Creates new opportunities for collaboration and proactively breaks down barriers that interfere with effective team work. Continuously demonstrates and maintains cooperative team & working relationships. Actively develops tools and strategies that others use to ensure effective collaboration. Models efficient and effective collaborations; relates very well with others; easily builds constructive and effective relationships and works skillfully in difficult situations. Proactively helps/supports co-workers; takes risks in sharing information, concerns and vulnerabilities (i.e. ability to identify and develop new systems when issues in a dysfunctional environment can be met). 	<ul style="list-style-type: none"> Creates a cooperative atmosphere in which timely and high-quality information flows in a direct and open manner between self and others. Works to build, evaluate and foster team effectiveness and success. Proactively develops and uses tools and strategies to cultivate commitment and unity among team members. Actively builds constructive and effective relationships among others within the school, staff and/or community at large. Helps and supports fellow employees in their work to contribute to overall school/department/District success. 	<ul style="list-style-type: none"> Works cooperatively with others. Assists the team in achieving goals. Suggests or uses tools to increase team member involvement. Builds relationships with others inside and outside the school, staff and/or community at large. Seeks mutually beneficial solutions. Works interdependently-Supports co-workers in their job duties, as appropriate. 	<ul style="list-style-type: none"> Fails to work cooperatively especially when the situation calls for it. Demonstrates significant limitations in being a team player. Has little or no knowledge of tools that would increase team member involvement. Fails to build relationships with people in his/her school/department, or organization, or community at large. Does not seek situations that result in win-win outcomes. Fails to recognize interdependence of work.

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<p>#4 Communication/ Interpersonal Relationship Skills Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.</p>	<ul style="list-style-type: none"> • Considers and responds appropriately to the needs and approach of different situations. Is tactful, diplomatic and demonstrates consistency and fairness in the office and /or classroom. • Gifted at adapting messages to the needs of a diverse audience and/or complex situations (puts co-workers, students and the public at ease and neutralizes hostility.) • Delivers accurate, clear and concise messages. • Checks for understanding with open-ended questions. • Presents an open and accepting persona that allows even the most reluctant person to express his/her views. Shows exceptional service ethic by actively listening to and sharing with the school, staff and/or community at large. 	<ul style="list-style-type: none"> • Connects well and converses easily with others. Actively seeks feedback. • Uses skills and/or training to adapt message for a variety of audiences (students, staff and the public), using appropriate communication methods. • Is approachable, delivers accurate, clear and concise oral or written messages. • Successfully recognizes and diffuses tense situations. • Displays a strong service ethic by listening and encouraging sharing of other's interests and ideas. 	<ul style="list-style-type: none"> • Listens to other's interests and ideas and seeks feedback. • Adapts communication style or format to get message across to different groups (students, staff and the public.) • Easy to approach and engage in conversation and expresses self appropriately. • Recognizes tense situations and attempts to diffuse them; remains calm. • Strives to fulfill a service ethic by showing interest or concern and follow through on commitments. 	<ul style="list-style-type: none"> • Does not listen to others; doesn't consider other people's views and insights. • Neglects to effectively or appropriately communicate to different groups (student, staff and the public.) • Unapproachable and difficult to engage in conversation; lack of personal attention and focus. • Does not demonstrate the ability to diffuse a tense situation comfortably; reacts inappropriately. • Fails to fulfill a service ethic (demonstrates lack of urgency in responding to customer/service requests; fails to follow through on commitments).

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<p>#5 Critical Thinking, Decision Quality and Problem Solving Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others of one's words or actions.</p>	<ul style="list-style-type: none"> • Teaches others how to anticipate possible problems, weighs consequences, and develop contingency plans to avoid or circumvent them. • Makes independent, timely and sound decisions even with limited information. • Applies appropriate criteria to situations for the purpose of making independent, timely decisions. • Identifies emergency situations and resolves them using training and/or experience. • Effectively considers alternative solutions and approaches before taking action. • Focuses on facts and solutions instead of opinions and problems. • Thinks clearly and strategically under pressure. <p>Resolves situations in a way that others in the school, staff and/or community at large feel heard and supported.</p>	<ul style="list-style-type: none"> • Can predict and weigh the consequences, implications and feasibility of alternative solutions for problems. • Makes independent and timely decisions as appropriate. • Applies appropriate criteria to situations for the purpose of making decisions. • Identifies emergency situations and offers potential solutions for resolving them. • Considers alternative actions, resources, and constraints and adjusts before selecting a method for accomplishing a task or project. Develops alternatives when initial efforts fail. 	<ul style="list-style-type: none"> • Weighs the consequences, implications and feasibility of alternative solutions for problems before making a decision. • Makes independent decisions, as appropriate. • Makes timely decisions based upon fact finding without jumping to conclusions. • Identifies and intervenes in emergency situations using appropriate action. • Considers multiple actions, resources, and constraints before selecting a method for accomplishing a task or project. 	<ul style="list-style-type: none"> • Inability to predict consequences, implications and feasibility of alternative solutions for problems. • Follows in the judgment of others instead of their own. • Has difficulty knowing what the right thing to do is and/or spends too much time reviewing information which results in delay. • Does not collect facts before making decisions or taking action, and/or jumps to conclusions with no or minimal evidence. Takes no or inappropriate action in a crisis situation. • Fails to take into consideration alternative actions, resources or constraints when selecting a method for accomplishing a task or project.

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<p>#6 Initiative/Action Oriented Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal direction (or supervision.) Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.</p>	<ul style="list-style-type: none"> • Takes appropriate action to accomplish the highest degree of productivity. • Assumes full responsibility for starting and finishing work with minimal supervision. • Seeks new projects or leads/starts special projects. • Takes the lead and decisive action in tackling problems. • Takes the lead in starting and completing work . • Promotes learning and improvement in self and others. • Continuously looks for ways to expand job capabilities with innovative ideas. Motivates others to convert ideas into actions and results. 	<ul style="list-style-type: none"> • Maintains high degree of productivity. • Starts and finishes work without being told and/or minimal supervision. • Seeks additional work above and beyond required tasks. • Anticipates and addresses problems and/or situations before they become problematic. • Completes work in a thoughtful and diligent manner. • Strives to implement innovative ideas; thinks well on his/her feet. 	<ul style="list-style-type: none"> • Maintains appropriate degree of productivity. • Starts and finishes work on required tasks with minimal supervision. • Accepts and completes new tasks when asked or assigned. • Addresses problems and/or situations. • Completes work in a routine manner. 	<ul style="list-style-type: none"> • Only completes minimal tasks of the job. • Requires supervision to complete job-related tasks and assignments. • Reluctant to accept and complete new tasks when asked. • Loses interest when problems arise. • Completes work in an indifferent or lackadaisical manner.

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<p>#7 Planning and Organizing Work; Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.</p>	<ul style="list-style-type: none"> • Allocates, coordinates and organizes projects and/or time to avoid conflicts, juggling both short- and long-range objectives. • Anticipates potential problems and integrates plans to address them. • Monitors progress; ensures that materials and information are prepared to maximize productivity. • Models for others the systematic use of methods to accomplish more in less time. • Develops an appropriate work plan to achieve results. Identifies and prioritizes critical activities and tasks to achieve results. • Provides high-level value in helping groups plan, organize and coordinate their work effectively. • Knows the status of one's own work at all times and can be flexible with changes in plans by prioritizing throughout the day. 	<ul style="list-style-type: none"> • Allocates and coordinates time effectively and efficiently to avoid conflicts. • Anticipates potential problems and addresses them. • Ensures that materials and information are prepared to maximize productivity. • Self-regulates; organizes and coordinates work for high efficiency and effectiveness; tracks the status of workload; reprioritizes when necessary. • Uses the systems in place with a high degree of efficiency to create/maintain informational files, records, projects or information. • Demonstrates ability to focus on important priorities; can work through both planned and unplanned interruptions; handles several tasks at once. 	<ul style="list-style-type: none"> • Coordinates and organizes projects and/or time to avoid conflicts. • Identifies potential problems and addresses them. • Prepares information and materials are prepared to maximize productivity. • Keeps track of workload despite interruptions but may find it difficult to re-focus. • Uses systems in place to create/maintain informational files, records, projects or information. • Completes normal activities of his/her role; completes one task before beginning another. 	<ul style="list-style-type: none"> • Does not allocate, coordinate and/or organize projects and/or time to avoid conflicts. • Tends to ignore potential problems and doesn't address them. • Has difficulty ensuring that information and materials are prepared in order to maximize productivity. • Has trouble completing workload when interrupted and is unable to reprioritize without help. • Unable to use systems in place to create/maintain informational files, records, projects or information. • Unable to handle changes in plans and priorities; needs supervision to stay on task and has difficulty focusing on priorities

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<p>#8 Quality of Work Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.</p>	<ul style="list-style-type: none"> • Follows up regularly with co-workers, students and community to ensure project is progressing according to the plan and budget. • Develops success indicators and monitors and reports to ensure quality, accuracy and completeness of work. • Takes proactive approach to improve processes and quality. • Seeks to add value to every project and encourages others to follow in his/her footsteps. • Identifies importance of all jobs within the school and strives to support others while adding value in every work assignment. • Masters current technology tools and established methods to ensure information is complete and accurate or the best outcomes are achieved. 	<ul style="list-style-type: none"> • Meets deadlines on a timely basis, ahead of schedule where and whenever possible. • Follows success indicators for accuracy, quality and completeness. • Verifies that correct processes are being followed. • Reviews outcomes and corrects all errors; uses formative analysis and provides recommendations for improvement as needed. • Skillful use of current technology tools and established methods to ensure information is complete and accurate. • Effectively implements differentiated instructional strategies while working with students, if applicable. 	<ul style="list-style-type: none"> • Meets deadlines on a timely basis. • Monitors accuracy and quality of work. • Ensures that correct processes are being followed. • Reviews outcomes; corrects all errors. • Uses current technology tools and established methods to ensure information is complete and accurate. • Implements differentiated instructional strategies while working with students, if applicable. 	<ul style="list-style-type: none"> • Has difficulty meeting deadlines. • Fails to monitor accuracy or quality of work. • Fails to monitor process; may produce atypical results. • Does not review outcomes. • Does not use current technology tools and established methods to ensure information is complete and accurate. • Fails to implement successful instructional strategies while working with students, if applicable.

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<p>#9 Student Management (Paraprofessional only) Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent connection (rapport) with coworkers, students and community.</p>	<ul style="list-style-type: none"> • Models the highest standards of accepted professional responsibility. • Assists with and/or suggests strategies for maintaining order in classroom. • Effectively works as part of a team to assists with efficiently and effectively organizing classroom activities, materials and equipment. • Proactively works with teacher to establish open communication with students, staff and parents concerning academics, language and behavior. • Helps and supports coworkers and students. • Proactively listens and gives helpful feedback when necessary. • Facilitates planning time with teachers. • Helps with the monitoring and updating of students' progress. • Ensures that staff is informed of status of students. 	<ul style="list-style-type: none"> • Demonstrates accepted standards of professional responsibility. • Helps maintain order in the classroom and effectively communicates with staff, students and parents. • Uses teamwork and assists with organizing classroom activities, materials and equipment. • Plans time with teachers to help monitor students' progress and keeps the staff informed. • Performs beyond the minimum job requirements and does whatever is necessary to complete a task. 	<ul style="list-style-type: none"> • Meets average standards of professional responsibility. • Helps maintain order in the classroom when asked; communicates with the staff, students and parents when necessary. • Understands teamwork but does not always demonstrate this type of support. • Plans time with teachers and informs staff about the progress and status of students. • Performs beyond the minimum job requirements to complete a task. 	<ul style="list-style-type: none"> • Demonstrates below average standards of professional responsibility. • Is unable to help maintain order in the classroom when asked and has difficulty communicating with others. • Works well with some coworkers but is not regarded as a team player. • Fails to communicate with teachers and staff about students' progress and status.



Performance Improvement Report for Classified Employees

This form is to be used in accordance with Article IV, Section B of the SAEOP and Paraprofessional Collective Bargaining Agreement, and is an attachment to the Unsatisfactory Performance Evaluation.

NAME _____ TITLE: _____ LOCATION _____

IDENTIFICATION OF AREAS FOR IMPROVEMENT:

IDENTIFICATION OF ACCEPTABLE PERFORMANCE LEVELS:

PLAN FOR IMPROVEMENT AND TIMELINE: *Plan is to be worked out by Principal/Supervisor and employee. At employee's request, an employee representative may be present to give input.*

PRINCIPAL/SUPERVISOR RESPONSIBILITY TO ASSIST THE EMPLOYEE'S SUCCESSFUL COMPLETION OF CORRECTIVE ACTION:

EMPLOYEE'S RESPONSE:

I would like to have two days of on-the-job mentoring by a mentor selected jointly by SPS and SEA, if one is available, per Article IV.B.3.d.

_____ Principal/Supervisor Signature	_____ Date	_____ Employee's Signature	_____ Date
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NOTE: Employee signature does not necessarily imply agreement with this report, but only that it has been seen and discussed.

GUIDELINES FOR EVALUATION OF CLASSIFIED SUBSTITUTES

1. Substitutes may be evaluated by the building principal/program manager or assigned administrator.
2. Any comments in the evaluation shall be identified by source, event and time.

If appropriate, the evaluator shall keep documentation including any written statement by witness(es) and such documentation shall be available for review by the substitute.

3. A substitute receiving unsatisfactory evaluation shall be notified by Personnel within fifteen (15) working days upon receipt of the evaluation, and shall have the right to respond in writing and require that such remarks be attached permanently to the unsatisfactory evaluation.
4. Within fifteen (15) working days after receipt of an unsatisfactory evaluation, the substitute may request a conference with the evaluator. The conference shall be held within fifteen (15) working days upon receipt of the request.
5. Any substitute shall have the right to request removal of the unsatisfactory evaluation after a period of four (4) years from the date of the conference.

DEFINITION OF RATINGS

SATISFACTORY

Adequate and acceptable day-to-day performance is attained.

UNSATISFACTORY

Day-to-day performance shows significant limitations. Employee is working at an unacceptable level of performance.

NOTE: All of these definitions are prefaced by the term "generally", conditions and people vary from location to location and the quality of performance similarly varies widely. These definitions are phrased in terms of the typical, generally encountered situation.

PLEASE FORWARD THIS FORM TO EMPLOYMENT SERVICES PERSONNEL DEPARTMENT, AS SOON AS POSSIBLE BUT NO LATER THAN TEN WORKING DAYS AFTER THE END OF THE ASSIGNMENT.

CLASSIFIED SUBSTITUTE EVALUATION FORM

If an evaluation is conducted and if it is possible, an evaluation conference shall be held and a copy of the evaluation provided to each substitute prior to completion of the assignment. Since many substitutes are interested in permanent positions, it is important to both the substitute and the District that the information be accurate and complete.

NAME OF SUBSTITUTE: _____ SCHOOL: _____

SUBSTITUTED IN (Job Title): _____ DATE(S): _____

SUBSTITUTE IS RATED: SATISFACTORY UNSATISFACTORY

In each of the items listed below, all questions shall be answered YES or NO except in cases where not applicable, then check N/A for not applicable.

A. CRITERIA FOR EVALUATION:			
	Yes	No	NA
1. ATTENDANCE AND PUNCTUALITY: Adherence to assigned work hours.			
2. COMPETENCY IN SKILLS: Demonstrated knowledge and/or skills required to perform job.			
3. QUALITY: Demonstrated accuracy, thoroughness and/or completion of required work.			
4. INTERPERSONAL SKILLS: Demonstrated ability to communicate and relate to students, staff and public. Cooperative, courteous and sensitive to others.			
5. ORGANIZATION AND PLANNING: Ability to arrange and prioritize work.			

B. CONDITIONS UNDER WHICH EVALUATED WORK TOOK PLACE							
	Yes	No	NA		Yes	No	NA
1. Was there direct observation?				4. Was work schedule explained?			
2. Was substitute assigned in his/her field?				5. Were materials, supplies provided?			
3. Were duties clearly defined?				6. Were applicable school policies provided?			

COMMENTS: (Comments by the evaluator should indicate specific information on the substitute's caliber of performance. If "UNSATISFACTORY" is checked, an explanation must be provided.)

Signature/Title of Evaluator Date Signature of Substitute (if available) Date

(The substitute's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report. Substitutes may use reverse side for comments.)

SPS Practice related to implementation of Sections VIII.A.1 Sick /Emergency Leave and VIII.A.2 Personal Leave:

260 day employees are frontloaded 12 sick leave and 2 personal days annually; the 2 personal days are use or lose; unused personal leave does not accrue to the sick leave balance at the end of the fiscal year. A total 14 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

222 day employees are frontloaded 11 sick leave and 2 personal days annually; 1 personal leave day accrues to the sick leave balance if unused at the end of the fiscal year, the other is use or lose. A total 13 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

Less than 222 day employees are frontloaded 10 sick leave and 2 personal days annually; the 2 personal leave days accrue to sick leave balance at end of fiscal year if unused. A total 12 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

SAEOP CBA: Practice re sick-personnel leave

School Year Calendar 2018-19											
Full Year (SAP Calendars U0, U2, U9)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
2	3	4	5	6	0		#1	2	3	4	23
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31					28	29	30	31		
August 2018						February 2019					
		1	2	3	0					1	20
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	19	20	21	22	
27	28	29	30	31		25	26	27	28		
September 2018						March 2019					
#3	4	S5	6	7	20					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	23	1	2	3	4	5	22
8	9	10	11	12		8	9	10	11	12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	22			1	2	3	23
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	21						20
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	@26	27	28		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 9/1/18 & Ends 8/31/19						July 2019					
KEY: # = Holidays – Paid @ = Additional Paid Holidays, Applies to: • PASS • 609 Alarm & Security Monitors • Crafts & Trades ^ = Additional Holiday for 609 A Custodial Engineers S = Students Begin 9/5/2018 & End 6/20/2019						1	2	3	#4	^5	23
						8	9	10	11	12	
						15	16	17	18	19	
						22	23	24	25	26	
						29	30	31			
						August 2019					
									1	2	22
						5	6	7	8	9	
						12	13	14	15	16	
						19	20	21	22	23	
						26	27	28	29	30	

School Year Calendar 2018-19											
222 Day, Paraprofessional and SAEOP (SAP Calendar U7)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
2	3	4	5	6	0		#1	%2	%3	[4]	21
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31					28	29	>30	31		
August 2018						February 2019					
		1	2	3	14					1	16
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	[19]	[20]	[21]	[22]	
27	28	29	30	>31		25	26	27	28		
September 2018						March 2019					
>3	4	S5	6	7	19					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	23	1	2	3	4	5	22
8	9	10	11	12		%8	%9	%10	%11	%12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	22			1	2	3	23
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	21						20
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	%26	%27	%28		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 8/13/2018 & Ends 6/28/2019						July 2019					
KEY:						1	2	3	4	5	0
# = Holidays – Paid (10 Days)						8	9	10	11	12	
% = Vacation Days – Paid (10 Days)						15	16	17	18	19	
[] = Vacation Days – Not Paid						22	23	24	25	26	
> = Non Work Day – Not Paid						29	30	31			
S = Students Begin 9/5/2018 & End 6/20/2019						August 2019					
									1	2	0
						5	6	7	8	9	
						12	13	14	15	16	
						19	20	21	22	23	
						26	27	28	29	30	

School Year Calendar 2018-19											
203 Day, Paraprofessional and SAEOP (SAP Calendar U4)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
2	3	4	5	6	0		#1	%2	%3	[4]	21
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31					28	29	>30	31		
August 2018						February 2019					
		1	2	3	1					1	16
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	[19]	[20]	[21]	[22]	
27	28	29	30	>31		25	26	27	28		
September 2018						March 2019					
>3	4	S5	6	7	19					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	23	1	2	3	4	5	22
8	9	10	11	12		%8	%9	%10	%11	%12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	22			1	2	3	23
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	21						14
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	%26	%27	%28		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 8/30/2018 & Ends 6/20/2019						July 2019					
KEY:						1	2	3	4	5	0
# = Holidays – Paid (10 Days)						8	9	10	11	12	
% = Vacation Days – Paid (10 Days)						15	16	17	18	19	
[] = Vacation Days – Not Paid						22	23	24	25	26	
> = Non Work Day – Not Paid						29	30	31			
S = Students Begin 9/5/2018 & End 6/20/2019						August 2019					
									1	2	0
						5	6	7	8	9	
						12	13	14	15	16	
						19	20	21	22	23	
						26	27	28	29	30	

SEA/SPS CONTRACT WAIVER REQUEST FORM

Building/Program: _____

Date of Request _____

(Deadline: Must be into SEA & SPS Labor Relations by the 1st of the month.)

Contract: ___ Certificated: ___ SAEOP: ___ Paraprofessional: ___ Renewal: Yes: ___ No: ___

We are requesting to waive the following Articles and/or sections of the Collective Bargaining Agreement between the Seattle Public Schools and Seattle Education Association:

VOTING: All Certificated, Parapros, and SAEOPs must be involved in this voting process. You will need 2/3 majority of the SEA represented staff (members and non-members) to approve the waiver.

Total SEA Represented Employees in Building/Program: _____

Certificated: _____

SAEOP: _____

Paraprofessional: _____

SEA Represented Employees Voting In Favor of Waiver: _____

SEA Represented Employees Voting Against Waiver: _____

Total number of SEA Represented Employees Voting: _____

Describe the intent of the proposed contract waiver:

What procedure did the staff use to vote on the waiver (secret ballot, show of hands, etc.?)

What was the nature of the dissenting opinion(s), if any?

SEA/SPS CONTRACT WAIVER REQUEST FORM

How many SEA Represented employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

Waiver Contract Signature (Must be a SEA member) _____
School #: _____ Home # _____
E-mail: _____

SEA Building Representative:
Signature: _____ E-Mail: _____
School #: _____ Home # _____

Principal or Designee Signature: _____
Phone # : _____ E-Mail: _____
Recommendation: Yes _____ No _____

ACTION TAKEN

SEA: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

SPS: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

SEA President

SPS Signature

Best Practices for Substitute Friendly Schools

What makes the office staff special for substitutes?

1. Substitutes are welcomed to a school and treated in a professional manner.
2. Office staff notify sub of day-specific activities (drills, assemblies, other events)
3. Office staff have duplicate class lists, keys, staff ID badge, and substitute folder ready when substitutes check in.
4. Important phone numbers are prominently displayed in the sub folder. (speed dial on room phone)
5. Directions are provided to classrooms, custodian, restroom, faculty/staff rooms.
6. Office staff notifies regular school staff of absences and names of the substitutes. Office staff is helpful; calls for support are dealt with promptly.
7. At the end of the day, office staff acknowledges subs and remind subs to return folder and keys.

How do teachers & paraprofessionals make substituting in their classrooms meaningful?

1. Staff have their current name and teaching assignment recorded on Subfinder.
2. Teachers and paraprofessionals leave clear, detailed, meaningful lesson plans, with room for modification and input.
3. Teachers leave up-to-date seating charts with the student's full name *and* PowerSchool student picture printout,
4. Orientation of the classroom is clear in seating chart; *i.e.*, front row at bottom of chart.
5. Classroom procedures are specified: daily schedule, supervisory duties, etc.
6. Subs are to be duty free before start of the instructional day, so they have time to read the lesson plans.
7. Needed equipment (phone, AV, mikes etc.) is working, charged up and ready to be used.
8. Discipline procedures used in the classroom and throughout the school are specified.
9. The teachers expect that substitutes will follow the lesson plan and do a great job.
10. Teachers set expectations for student behavior when subs are present and prepare their class for the sub whenever possible.
11. Substitute feedback is acknowledged and appreciated by the teacher.
12. Disrespectful and disruptive student behaviors reported by substitute are addressed by the Teacher, Parapro or SAEOP on his/her return.
13. Students with special needs, and their modifications, are identified. Helpful students are also identified.

How do other teachers and support staff make substitutes feel welcome?

1. Staff are welcoming, friendly and helpful.
2. All visitors (including staff) who enter the classroom identify themselves **to the substitute**.
3. A staff member checks in with the substitute periodically throughout the day and provides assistance for students who have significant behavioral issues or special needs.

In what ways are students engaged learners?

1. The students are friendly, respectful, flexible, helpful, and cooperative.
2. Students are in their seats at the start of class and follow the substitute's directions.
3. Students are engaged and take learning seriously.
4. Students apply themselves to the lesson plan work that the teacher prepared for the substitute.

APPENDIX N

(continued)

How are substitutes supported by security?

1. Security staff are proactive. They introduce themselves to substitutes.
2. The security staff arrive amazingly fast should the need arise.

How are substitutes supported by administration?

1. Administrators acknowledge substitutes as professionals
2. Administrators make their presence known to the substitute. An administrator/designee checks in periodically. This helps to motivate students and validate the substitute's presence.
3. The principal expresses concern and care for the students and staff, including substitutes.

How is the school climate positive?

1. The entire school has uniform expectations about student behavior and academic achievement.
2. The staff and the students are friendly and respectful.
3. The building is clean and welcoming. The substitute's area is neat and orderly.
4. Students are required to have passes when out of the classroom.
5. Students, staff and substitutes are held accountable for their actions.

APPENDICES TO THE AGREEMENT

BETWEEN

SEATTLE PUBLIC SCHOOLS

AND

SEATTLE EDUCATION ASSOCIATION

PARAPROFESSIONAL EMPLOYEES

2018-2019

DRAFT

APPENDIX A-1

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA1 and PA4) 260/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	\$ 17.15	\$ 17.76	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,972.67	\$ 3,078.40	\$ 3,194.53	\$ 3,326.27	\$ 3,452.80	\$ 3,594.93	\$ 3,745.73	\$ 3,887.87	\$ 4,043.87
	Annual	\$ 35,672	\$ 36,941	\$ 38,334	\$ 39,915	\$ 41,434	\$ 43,139	\$ 44,949	\$ 46,654	\$ 48,526
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,149.47	\$ 3,262.13	\$ 3,388.67	\$ 3,527.33	\$ 3,664.27	\$ 3,809.87	\$ 3,965.87	\$ 4,125.33	\$ 4,290.00
	Annual	\$ 37,794	\$ 39,146	\$ 40,664	\$ 42,328	\$ 43,971	\$ 45,718	\$ 47,590	\$ 49,504	\$ 51,480
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,340.13	\$ 3,452.80	\$ 3,591.47	\$ 3,735.33	\$ 3,884.40	\$ 4,038.67	\$ 4,203.33	\$ 4,371.47	\$ 4,539.60
	Annual	\$ 40,082	\$ 41,434	\$ 43,098	\$ 44,824	\$ 46,613	\$ 48,464	\$ 50,440	\$ 52,458	\$ 54,475
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,542.93	\$ 3,664.27	\$ 3,809.87	\$ 3,960.67	\$ 4,118.40	\$ 4,284.80	\$ 4,452.93	\$ 4,631.47	\$ 4,816.93
	Annual	\$ 42,515	\$ 43,971	\$ 45,718	\$ 47,528	\$ 49,421	\$ 51,418	\$ 53,435	\$ 55,578	\$ 57,803
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,757.87	\$ 3,886.13	\$ 4,038.67	\$ 4,201.60	\$ 4,364.53	\$ 4,536.13	\$ 4,723.33	\$ 4,912.27	\$ 5,106.40
	Annual	\$ 45,094	\$ 46,634	\$ 48,464	\$ 50,419	\$ 52,374	\$ 54,434	\$ 56,680	\$ 58,947	\$ 61,277
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,976.27	\$ 4,118.40	\$ 4,283.07	\$ 4,447.73	\$ 4,622.80	\$ 4,810.00	\$ 5,009.33	\$ 5,203.47	\$ 5,416.67
	Annual	\$ 47,715	\$ 49,421	\$ 51,397	\$ 53,373	\$ 55,474	\$ 57,720	\$ 60,112	\$ 62,442	\$ 65,000
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,217.20	\$ 4,364.53	\$ 4,534.40	\$ 4,719.87	\$ 4,907.07	\$ 5,101.20	\$ 5,304.00	\$ 5,520.67	\$ 5,740.80
	Annual	\$ 50,606	\$ 52,374	\$ 54,413	\$ 56,638	\$ 58,885	\$ 61,214	\$ 63,648	\$ 66,248	\$ 68,890
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,480.67	\$ 4,655.73	\$ 4,836.00	\$ 5,031.87	\$ 5,227.73	\$ 5,428.80	\$ 5,642.00	\$ 5,867.33	\$ 6,092.67
	Annual	\$ 53,768	\$ 55,869	\$ 58,032	\$ 60,382	\$ 62,733	\$ 65,146	\$ 67,704	\$ 70,408	\$ 73,112

For Salary Administration Plans SA1 and PA4 (260-8)
2018-19 with a 10.5% negotiated increase (260 days/2080 hours)
Effective 9/1/2018

APPENDIX A-2

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA3 and PA2) 222/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 3,045.84	\$ 3,155.95	\$ 3,273.17	\$ 3,408.14	\$ 3,537.79	\$ 3,683.42	\$ 3,837.94	\$ 3,983.57	\$ 4,143.41
	Annual	\$ 30,458	\$ 31,560	\$ 32,732	\$ 34,081	\$ 35,378	\$ 36,834	\$ 38,379	\$ 39,836	\$ 41,434
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,226.99	\$ 3,342.43	\$ 3,472.08	\$ 3,614.16	\$ 3,754.46	\$ 3,903.65	\$ 4,063.49	\$ 4,226.88	\$ 4,395.60
	Annual	\$ 32,270	\$ 33,424	\$ 34,721	\$ 36,142	\$ 37,545	\$ 39,036	\$ 40,635	\$ 42,269	\$ 43,956
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,422.35	\$ 3,537.79	\$ 3,679.87	\$ 3,827.28	\$ 3,980.02	\$ 4,138.08	\$ 4,306.80	\$ 4,479.07	\$ 4,651.34
	Annual	\$ 34,224	\$ 35,378	\$ 36,799	\$ 38,273	\$ 39,800	\$ 41,381	\$ 43,068	\$ 44,791	\$ 46,513
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,630.14	\$ 3,754.46	\$ 3,903.65	\$ 4,058.16	\$ 4,219.78	\$ 4,390.27	\$ 4,562.54	\$ 4,745.47	\$ 4,935.50
	Annual	\$ 36,301	\$ 37,545	\$ 39,036	\$ 40,582	\$ 42,198	\$ 43,903	\$ 45,625	\$ 47,455	\$ 49,355
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,850.37	\$ 3,981.79	\$ 4,138.08	\$ 4,305.02	\$ 4,471.97	\$ 4,647.79	\$ 4,839.60	\$ 5,033.18	\$ 5,232.10
	Annual	\$ 38,504	\$ 39,818	\$ 41,381	\$ 43,050	\$ 44,720	\$ 46,478	\$ 48,396	\$ 50,332	\$ 52,321
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 4,074.14	\$ 4,219.78	\$ 4,388.50	\$ 4,557.22	\$ 4,736.59	\$ 4,928.40	\$ 5,132.64	\$ 5,331.55	\$ 5,550.00
	Annual	\$ 40,741	\$ 42,198	\$ 43,885	\$ 45,572	\$ 47,366	\$ 49,284	\$ 51,326	\$ 53,316	\$ 55,500
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,321.01	\$ 4,471.97	\$ 4,646.02	\$ 4,836.05	\$ 5,027.86	\$ 5,226.77	\$ 5,434.56	\$ 5,656.56	\$ 5,882.11
	Annual	\$ 43,210	\$ 44,720	\$ 46,460	\$ 48,360	\$ 50,279	\$ 52,268	\$ 54,346	\$ 56,566	\$ 58,821
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,590.96	\$ 4,770.34	\$ 4,955.04	\$ 5,155.73	\$ 5,356.42	\$ 5,562.43	\$ 5,780.88	\$ 6,011.76	\$ 6,242.64
	Annual	\$ 45,910	\$ 47,703	\$ 49,550	\$ 51,557	\$ 53,564	\$ 55,624	\$ 57,809	\$ 60,118	\$ 62,426
23	Hourly	\$ 26.28	\$ 27.19	\$ 28.24	\$ 29.40	\$ 30.59	\$ 31.78	\$ 33.03	\$ 34.39	\$ 35.75
	Monthly	\$ 4,667.33	\$ 4,828.94	\$ 5,015.42	\$ 5,221.44	\$ 5,432.78	\$ 5,644.13	\$ 5,866.13	\$ 6,107.66	\$ 6,349.20
	Annual	\$ 46,673	\$ 48,289	\$ 50,154	\$ 52,214	\$ 54,328	\$ 56,441	\$ 58,661	\$ 61,077	\$ 63,492

For Salary Administration Plans SA3 and PA2
2018-19 with a 10.5% negotiated increase (222 days/1776 hours)
Effective 9/1/18
Monthly amount reflects a 10-month work year (annual/10)

APPENDIX A-3

SAEOP AND PARAPROFESSIONAL
Salary Schedule (SA2 and PA1) 203/8
2018-19 effective 9/1/2018

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
015	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,785.16	\$ 2,885.85	\$ 2,993.03	\$ 3,116.46	\$ 3,235.01	\$ 3,368.18	\$ 3,509.46	\$ 3,642.63	\$ 3,788.79
	Annual	\$ 27,852	\$ 28,858	\$ 29,930	\$ 31,165	\$ 32,350	\$ 33,682	\$ 35,095	\$ 36,426	\$ 37,888
016	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 2,950.81	\$ 3,056.37	\$ 3,174.92	\$ 3,304.84	\$ 3,433.14	\$ 3,569.55	\$ 3,715.71	\$ 3,865.12	\$ 4,019.40
	Annual	\$ 29,508	\$ 30,564	\$ 31,749	\$ 33,048	\$ 34,331	\$ 35,696	\$ 37,157	\$ 38,651	\$ 40,194
017	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,129.45	\$ 3,235.01	\$ 3,364.93	\$ 3,499.72	\$ 3,639.38	\$ 3,783.92	\$ 3,938.20	\$ 4,095.73	\$ 4,253.26
	Annual	\$ 31,294	\$ 32,350	\$ 33,649	\$ 34,997	\$ 36,394	\$ 37,839	\$ 39,382	\$ 40,957	\$ 42,533
018	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,319.46	\$ 3,433.14	\$ 3,569.55	\$ 3,710.84	\$ 3,858.62	\$ 4,014.53	\$ 4,172.06	\$ 4,339.33	\$ 4,513.10
	Annual	\$ 33,195	\$ 34,331	\$ 35,696	\$ 37,108	\$ 38,586	\$ 40,145	\$ 41,721	\$ 43,393	\$ 45,131
019	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,520.83	\$ 3,641.01	\$ 3,783.92	\$ 3,936.58	\$ 4,089.23	\$ 4,250.01	\$ 4,425.40	\$ 4,602.42	\$ 4,784.30
	Annual	\$ 35,208	\$ 36,410	\$ 37,839	\$ 39,366	\$ 40,892	\$ 42,500	\$ 44,254	\$ 46,024	\$ 47,843
020	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,725.46	\$ 3,858.62	\$ 4,012.90	\$ 4,167.18	\$ 4,331.21	\$ 4,506.60	\$ 4,693.36	\$ 4,875.25	\$ 5,075.00
	Annual	\$ 37,255	\$ 38,586	\$ 40,129	\$ 41,672	\$ 43,312	\$ 45,066	\$ 46,934	\$ 48,752	\$ 50,750
021	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 3,951.19	\$ 4,089.23	\$ 4,248.38	\$ 4,422.15	\$ 4,597.54	\$ 4,779.43	\$ 4,969.44	\$ 5,172.44	\$ 5,378.69
	Annual	\$ 39,512	\$ 40,892	\$ 42,484	\$ 44,222	\$ 45,975	\$ 47,794	\$ 49,694	\$ 51,724	\$ 53,787
022	Hourly	\$ 25.80	\$ 26.70	\$ 27.72	\$ 28.86	\$ 30.01	\$ 31.18	\$ 32.43	\$ 33.76	\$ 35.09
	Monthly	\$ 4,189.92	\$ 4,336.08	\$ 4,501.73	\$ 4,686.86	\$ 4,873.62	\$ 5,063.63	\$ 5,266.63	\$ 5,482.62	\$ 5,698.62
	Annual	\$ 41,899	\$ 43,361	\$ 45,017	\$ 46,869	\$ 48,736	\$ 50,636	\$ 52,666	\$ 54,826	\$ 56,986

For Salary Administration Plans SA2 and PA1
Monthly amount reflects a 10-month work year (annual/10)
2017-18 with a 10.5% negotiated increase (203 days/1624 hours)
Effective 9/1/2018

APPENDIX A-4

PARAPROFESSIONAL Salary Schedules PA5, PA6 and PA8 2018-19 effective 9/1/2018

Paraprofessional 204 Day - 8 Hour (PA5)

GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,341.12	\$ 4,478.21	\$ 4,620.19	\$ 4,755.65	\$ 4,896.00	\$ 5,029.82	\$ 5,168.54	\$ 5,307.26	\$ 5,444.35	\$ 5,583.07	\$ 5,721.79	\$ 5,857.25	\$ 5,999.23
	Annual	\$ 43,411	\$ 44,782	\$ 46,202	\$ 47,556	\$ 48,960	\$ 50,298	\$ 51,685	\$ 53,073	\$ 54,444	\$ 55,831	\$ 57,218	\$ 58,572	\$ 59,992
19	Hourly	\$ 27.85	\$ 28.72	\$ 29.63	\$ 30.48	\$ 31.39	\$ 32.23	\$ 33.14	\$ 34.02	\$ 34.90	\$ 35.81	\$ 36.69	\$ 37.54	\$ 38.45
	Monthly	\$ 4,545.12	\$ 4,687.10	\$ 4,835.62	\$ 4,974.34	\$ 5,122.85	\$ 5,259.94	\$ 5,408.45	\$ 5,552.06	\$ 5,695.68	\$ 5,844.19	\$ 5,987.81	\$ 6,126.53	\$ 6,275.04
	Annual	\$ 45,451	\$ 46,871	\$ 48,356	\$ 49,743	\$ 51,228	\$ 52,599	\$ 54,084	\$ 55,521	\$ 56,957	\$ 58,442	\$ 59,878	\$ 61,265	\$ 62,750
20	Hourly	\$ 29.13	\$ 30.07	\$ 30.96	\$ 31.92	\$ 32.85	\$ 33.77	\$ 34.66	\$ 35.61	\$ 36.52	\$ 37.45	\$ 38.39	\$ 39.32	\$ 40.23
	Monthly	\$ 4,754.02	\$ 4,907.42	\$ 5,052.67	\$ 5,209.34	\$ 5,361.12	\$ 5,511.26	\$ 5,656.51	\$ 5,811.55	\$ 5,960.06	\$ 6,111.84	\$ 6,265.25	\$ 6,417.02	\$ 6,565.54
	Annual	\$ 47,540	\$ 49,074	\$ 50,527	\$ 52,093	\$ 53,611	\$ 55,113	\$ 56,565	\$ 58,116	\$ 59,601	\$ 61,118	\$ 62,652	\$ 64,170	\$ 65,655
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 4,971.07	\$ 5,135.90	\$ 5,287.68	\$ 5,445.98	\$ 5,609.18	\$ 5,760.96	\$ 5,920.90	\$ 6,077.57	\$ 6,239.14	\$ 6,395.81	\$ 6,554.11	\$ 6,714.05	\$ 6,869.09
	Annual	\$ 49,711	\$ 51,359	\$ 52,877	\$ 54,460	\$ 56,092	\$ 57,610	\$ 59,209	\$ 60,776	\$ 62,391	\$ 63,958	\$ 65,541	\$ 67,140	\$ 68,691

Paraprofessional 223 DAY - 8 Hour (PA6)

GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,745.44	\$ 4,895.30	\$ 5,050.50	\$ 5,198.58	\$ 5,352.00	\$ 5,498.29	\$ 5,649.93	\$ 5,801.57	\$ 5,951.42	\$ 6,103.06	\$ 6,254.70	\$ 6,402.78	\$ 6,557.98
	Annual	\$ 47,454	\$ 48,953	\$ 50,505	\$ 51,986	\$ 53,520	\$ 54,983	\$ 56,499	\$ 58,016	\$ 59,514	\$ 61,031	\$ 62,547	\$ 64,028	\$ 65,580
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 5,434.06	\$ 5,614.25	\$ 5,780.16	\$ 5,953.21	\$ 6,131.61	\$ 6,297.52	\$ 6,472.35	\$ 6,643.62	\$ 6,820.23	\$ 6,991.50	\$ 7,164.54	\$ 7,339.38	\$ 7,508.86
	Annual	\$ 54,341	\$ 56,142	\$ 57,802	\$ 59,532	\$ 61,316	\$ 62,975	\$ 64,724	\$ 66,436	\$ 68,202	\$ 69,915	\$ 71,645	\$ 73,394	\$ 75,089

Paraprofessional 260 Day - 8 Hour (PA8)

GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,610.67	\$ 4,756.27	\$ 4,907.07	\$ 5,050.93	\$ 5,200.00	\$ 5,342.13	\$ 5,489.47	\$ 5,636.80	\$ 5,782.40	\$ 5,929.73	\$ 6,077.07	\$ 6,220.93	\$ 6,371.73
	Annual	\$ 55,328	\$ 57,075	\$ 58,885	\$ 60,611	\$ 62,400	\$ 64,106	\$ 65,874	\$ 67,642	\$ 69,389	\$ 71,157	\$ 72,925	\$ 74,651	\$ 76,461
19	Hourly	\$ 27.85	\$ 28.72	\$ 29.63	\$ 30.48	\$ 31.39	\$ 32.23	\$ 33.14	\$ 34.02	\$ 34.90	\$ 35.81	\$ 36.69	\$ 37.54	\$ 38.45
	Monthly	\$ 4,827.33	\$ 4,978.13	\$ 5,135.87	\$ 5,283.20	\$ 5,440.93	\$ 5,586.53	\$ 5,744.27	\$ 5,896.80	\$ 6,049.33	\$ 6,207.07	\$ 6,359.60	\$ 6,506.93	\$ 6,664.67
	Annual	\$ 57,928	\$ 59,738	\$ 61,630	\$ 63,398	\$ 65,291	\$ 67,038	\$ 68,931	\$ 70,762	\$ 72,592	\$ 74,485	\$ 76,315	\$ 78,083	\$ 79,976
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 5,279.73	\$ 5,454.80	\$ 5,616.00	\$ 5,784.13	\$ 5,957.47	\$ 6,118.67	\$ 6,288.53	\$ 6,454.93	\$ 6,626.53	\$ 6,792.93	\$ 6,961.07	\$ 7,130.93	\$ 7,295.60
	Annual	\$ 63,357	\$ 65,458	\$ 67,392	\$ 69,410	\$ 71,490	\$ 73,424	\$ 75,462	\$ 77,459	\$ 79,518	\$ 81,515	\$ 83,533	\$ 85,571	\$ 87,547
22	Hourly	\$ 32.01	\$ 33.04	\$ 34.12	\$ 35.24	\$ 36.38	\$ 37.54	\$ 38.77	\$ 40.03	\$ 41.32	\$ 42.66	\$ 44.09	\$ 45.49	\$ 47.00
	Monthly	\$ 5,548.40	\$ 5,726.93	\$ 5,914.13	\$ 6,108.27	\$ 6,305.87	\$ 6,506.93	\$ 6,720.13	\$ 6,938.53	\$ 7,162.13	\$ 7,394.40	\$ 7,642.27	\$ 7,884.93	\$ 8,146.67
	Annual	\$ 66,581	\$ 68,723	\$ 70,970	\$ 73,299	\$ 75,670	\$ 78,083	\$ 80,642	\$ 83,262	\$ 85,946	\$ 88,733	\$ 91,707	\$ 94,619	\$ 97,760

2018-19 with a 10.5% negotiated increase effective 9/1/2018

Monthly amount reflects a 10-month work year (annual/10) for 203 and 223 schedules; 12-month work year for 260 schedule

APPENDIX A-5

PARAPROFESSIONAL
 Salary Schedule (PA7)
 260/7
 2018-19 effective 9/1/18

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
018	Hourly	\$ 23.35	\$ 24.17	\$ 25.12	\$ 26.11	\$ 27.17	\$ 28.22	\$ 29.37	\$ 30.55	\$ 31.76
	Monthly	\$ 3,541.42	\$ 3,665.78	\$ 3,809.87	\$ 3,960.02	\$ 4,120.78	\$ 4,280.03	\$ 4,454.45	\$ 4,633.42	\$ 4,816.93
	Annual	\$ 42,497	\$ 43,989	\$ 45,718	\$ 47,520	\$ 49,449	\$ 51,360	\$ 53,453	\$ 55,601	\$ 57,803
019	Hourly	\$ 24.75	\$ 25.60	\$ 26.62	\$ 27.69	\$ 28.76	\$ 29.95	\$ 31.13	\$ 32.38	\$ 33.67
	Monthly	\$ 3,753.75	\$ 3,882.67	\$ 4,037.37	\$ 4,199.65	\$ 4,361.93	\$ 4,542.42	\$ 4,721.38	\$ 4,910.97	\$ 5,106.62
	Annual	\$ 45,045	\$ 46,592	\$ 48,448	\$ 50,396	\$ 52,343	\$ 54,509	\$ 56,657	\$ 58,932	\$ 61,279

Job Titles: Grade 19: Bilingual Instructional Assistant

For Salary Administration PA-7 (260-7)
 2018-19 with a 10.5% negotiated increase effective 9/1/18

APPENDIX A-6

PARAPROFESSIONAL
 Salary Schedule (PA3)
 203/7
 2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
018	Hourly	\$ 23.35	\$ 24.17	\$ 25.12	\$ 26.11	\$ 27.17	\$ 28.22	\$ 29.37	\$ 30.55	\$ 31.76
	Monthly	\$ 3,318.04	\$ 3,434.56	\$ 3,569.55	\$ 3,710.23	\$ 3,860.86	\$ 4,010.06	\$ 4,173.48	\$ 4,341.16	\$ 4,513.10
	Annual	\$ 33,180	\$ 34,346	\$ 35,696	\$ 37,102	\$ 38,609	\$ 40,101	\$ 41,735	\$ 43,412	\$ 45,131
019	Hourly	\$ 24.75	\$ 25.60	\$ 26.62	\$ 27.69	\$ 28.76	\$ 29.95	\$ 31.13	\$ 32.38	\$ 33.67
	Monthly	\$ 3,516.98	\$ 3,637.76	\$ 3,782.70	\$ 3,934.75	\$ 4,086.80	\$ 4,255.90	\$ 4,423.57	\$ 4,601.20	\$ 4,784.51
	Annual	\$ 35,170	\$ 36,378	\$ 37,827	\$ 39,347	\$ 40,868	\$ 42,559	\$ 44,236	\$ 46,012	\$ 47,845
020	Hourly	\$ 26.24	\$ 27.17	\$ 28.21	\$ 29.36	\$ 30.48	\$ 31.71	\$ 33.01	\$ 34.33	\$ 35.70
	Monthly	\$ 3,728.70	\$ 3,860.86	\$ 4,008.64	\$ 4,172.06	\$ 4,331.21	\$ 4,505.99	\$ 4,690.72	\$ 4,878.29	\$ 5,072.97
	Annual	\$ 37,287	\$ 38,609	\$ 40,086	\$ 41,721	\$ 43,312	\$ 45,060	\$ 46,907	\$ 48,783	\$ 50,730
021	Hourly	\$ 27.81	\$ 28.76	\$ 29.92	\$ 31.11	\$ 32.33	\$ 33.59	\$ 34.97	\$ 36.35	\$ 37.82
	Monthly	\$ 3,951.80	\$ 4,086.80	\$ 4,251.63	\$ 4,420.73	\$ 4,594.09	\$ 4,773.14	\$ 4,969.24	\$ 5,165.34	\$ 5,374.22
	Annual	\$ 39,518	\$ 40,868	\$ 42,516	\$ 44,207	\$ 45,941	\$ 47,731	\$ 49,692	\$ 51,653	\$ 53,742
022	Hourly	\$ 29.47	\$ 30.64	\$ 31.85	\$ 33.07	\$ 34.37	\$ 35.72	\$ 37.13	\$ 38.58	\$ 40.07
	Monthly	\$ 4,187.69	\$ 4,353.94	\$ 4,525.89	\$ 4,699.25	\$ 4,883.98	\$ 5,075.81	\$ 5,276.17	\$ 5,482.22	\$ 5,693.95
	Annual	\$ 41,877	\$ 43,539	\$ 45,259	\$ 46,992	\$ 48,840	\$ 50,758	\$ 52,762	\$ 54,822	\$ 56,939

Grade 18	Instructional Assistant	Grade 20	Speech Language Therapy Assistant I
Grade 19	Bilingual Instructional Assistant	Grade 21	Interpreter for the Deaf
	Career Ladder Assistant		Sign Language Interpreter
	Language Immersion Instructional Assistant		Speech Language Therapy Assistant II
	Special Education Assistant/ISE	Grade 22	Sign Language Interpreter/Certified
	Visual Arts Assistant		Brailist - Vision Assistant

Note: Certified Sign Language Interpreters receive an additional 6%

2018-19 with a 10.5% negotiated increase effective 9/1/2018
 Monthly amount reflects a 10-month work year (annual/10)

APPENDIX A-7

Bus Supervisors
Salary Schedule (BS1)
200/8
2018-19 effective 9/1/18

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
016	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.78	\$ 24.75
	Monthly	\$ 2,907.20	\$ 3,011.20	\$ 3,128.00	\$ 3,256.00	\$ 3,382.40	\$ 3,516.80	\$ 3,660.80	\$ 3,804.80	\$ 3,960.00
	Annual	\$ 29,072	\$ 30,112	\$ 31,280	\$ 32,560	\$ 33,824	\$ 35,168	\$ 36,608	\$ 38,048	\$ 39,600
017	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,083.20	\$ 3,187.20	\$ 3,315.20	\$ 3,448.00	\$ 3,585.60	\$ 3,728.00	\$ 3,880.00	\$ 4,035.20	\$ 4,190.40
	Annual	\$ 30,832	\$ 31,872	\$ 33,152	\$ 34,480	\$ 35,856	\$ 37,280	\$ 38,800	\$ 40,352	\$ 41,904
018	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,270.40	\$ 3,382.40	\$ 3,516.80	\$ 3,656.00	\$ 3,801.60	\$ 3,955.20	\$ 4,110.40	\$ 4,275.20	\$ 4,446.40
	Annual	\$ 32,704	\$ 33,824	\$ 35,168	\$ 36,560	\$ 38,016	\$ 39,552	\$ 41,104	\$ 42,752	\$ 44,464
019	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,468.80	\$ 3,587.20	\$ 3,728.00	\$ 3,878.40	\$ 4,028.80	\$ 4,187.20	\$ 4,360.00	\$ 4,534.40	\$ 4,713.60
	Annual	\$ 34,688	\$ 35,872	\$ 37,280	\$ 38,784	\$ 40,288	\$ 41,872	\$ 43,600	\$ 45,344	\$ 47,136

Bus Supervisor (BS1)
200/8 (1600 hours)
Effective 9/1/18 w 10.5% negotiated increase

2018-2019 SUBSTITUTE SALARY SCHEDULE:

CLASSIFIED**PARAPROFESSIONAL SUBSTITUTES**

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	\$X	\$23.58	\$165.06
SU1		60-90 Days	\$X*1.05	\$24.75	\$173.25
SU1		91-120 Days	\$X*1.10	\$25.93	\$181.51
SU1		121+ Days	\$X*1.15	\$27.11	\$189.77

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	\$X	\$20.66	\$165.28
SU2		60-90 Days	\$X*1.05	\$21.69	\$173.52
SU2		91-120 Days	\$X*1.10	\$22.72	\$181.76
SU2		121+ Days	\$X*1.15	\$23.76	\$190.08

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position		Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes		\$31.24	\$249.92

2018-2019 Rates Effective 9/1/2018, include a 10.5% negotiated increase

ACTIVE PARAPROFESSIONAL JOB TITLES BY PAY GRADE

<u>Loc</u>	<u>Job Title</u>	<u>Grade</u>	<u>Loc</u>	<u>Job Title</u>	<u>Grade</u>
S	Bilingual Instructional Assistant	19	S	Intervention Associate	19
S	Brailist/Vision Assistant	21	S	Intervention School Bus Driver	19
S	Broadcast Program Specialist Assistant	19	A	Kindergarten Transition Support Specialist	21
S	Bus Assistant I – Head Start	15	S	Language Immersion Instructional Assistant	19
S	Bus Supervisor I – Special Education	16	A	Outreach Coordinator Enrollment Svcs	21
S	Career Center Specialist	21	S	Parent Education Laboratory Associate	18
S	Career Ladder Assistant	19	S	Parent Education Laboratory Coordinator	20
S	Certified Sign Language Interpreter	22	S	Physical Education Attendant	15
S	Child Development Associate	19	S	Physical/Occupational Therapist Assistant	21
S	CTC Mobilizer	21	S	Pre-School Instructor	19
A	Computer Laboratory Assistant	19	S	Reentry Intervention Student Assistance Spec	20
S	Corrections Education Associate	21	A	Safety/Emergency Communications Spec	19
S	Deaf Culture Liaison	20	A	School Family Partnerships Specialist	20
A	District Truancy Representative	19	S	School Nursing Assistant/LPN	21
A	Drug/Alcohol Intervention Res Spec	19	S	School Relations Assistant	16
A	Drug/Alcohol Intervention Res Spec-CD	21	S	Sign Language Interpreter	21
A	Drug Free Comm Organizing Coord	21	S	Special Education Assistant/ISE	19
A	Enrollment Services Outreach Coord	21	A	SPED Bilingual Student Services Facilitator	21
S	Family Services Provider	21	S	Speech/Language Therapy Assistant I	20
A	Family & Community Engagement Spec	21	S	Speech/Lang Therapy Assistant II	21
S	Family Educator I	19	S	Student and Family Advocate	21
S	Family Educator II	21	S	Student Assignment Facilitator	21
S	Family Liaison	19	S	Subs Abuse Awareness Training Spec	21
S	Family Services Provider	21	A	Team Read Tutor Coordinator	21
S	Family Support Specialist	21	S	Transitional Program Specialist	21
S	Family Support Worker	21	S	Truancy Intervention Assistant	17
S	HS Graduation Success Coordinator	20	S	Truancy Intervention Specialist	19
S	Home School Coordinator	19	S	Violence Prevention Specialist	18
S	Home School Recruiter/Liaison	19	S	Visual Arts Assistant	19
S	Instructional Assistant	18	A	Work Based Learning Program Specialist	19
A	Instrument Repair Specialist	22	S	Youth Services Assistant	18
S	Intervener	19			

A=Administration

S=School

Paraprofessional Job Titles

ACTIVE JOB TITLES	
Bilingual Instructional Assistant	Kindergarten Transition Support Specialist
Brailist/Vision Assistant	Language Immersion Instructional Asst
Broadcast Program Specialist Assistant	Outreach Coordinator Enrollment Services
Bus Assistant I – Head Start	Parent Education Laboratory Associate
Bus Supervisor I – Special Education	Parent Education Laboratory Coordinator
Career Center Specialist	Physical Education Attendant
Career Ladder Assistant	Physical/Occupational Therapist Assistant
Certified Sign Language Interpreter	Preschool Instructor
Child Development Associate	Reentry Intervention Student Assistance Specialist
CTC Mobilizer	Safety/Emergency Communications Specialist
Computer Laboratory Assistant	School Family Partnerships Specialist
Corrections Education Associate	School Nursing Assistant/LPN
Deaf Culture Liaison	School Relations Assistant
District Truancy Representative	Sign Language Interpreter
Drug/Alcohol Intervention Resource Specialist	Special Education Assistant/ISE
Drug/Alcohol Intervention Resource Specialist-CD	SPED Bilingual Student Services Facilitator
Drug Free Communities Organizing Coordinator	Speech Language Therapy Assistant I
Enrollment Services Outreach Coordinator	Speech Language Therapy Assistant II
Family & Community Engagement Specialist	Student and Family Advocate
Family Educator I	Student Assignment Facilitator
Family Educator II	Substance Abuse Awareness Training Spec
Family Liaison	Team Read Tutor Coordinator
Family Services Provider	Transition Program Specialist
Family Support Specialist	Truancy Intervention Assistant
Family Support Worker	Truancy Intervention Specialist
High School Graduation Success Coordinator	Violence Prevention Specialist
Home School Coordinator	Visual Arts Assistant
Home School Recruiter/Liaison	Work-Based Learning Program Specialist
Instructional Assistant	Youth Services Assistant
Instrument Repair Specialist	
Intervener	
Intervention Associate	
Intervention School Bus Driver	
Inactive Job Titles	
Community Aide	Homeschooling Prg Spec Indian Heritage Associate
Community Resources Liaison	Indian Heritage Specialist
Compensatory Education Assistant.	Indian Education Extended Services Spec
Computer Lab Monitor/Tech	Lead Truancy Prevention Assistant
Conflict Intervention Specialist	Life Skills Specialist
Conflict Prevention Activity Spec.	Mentor & Mediation Specialist
Counseling Support Advocate (Bilingual)	MS Support Program Intervention Specialist
CSAP Project Specialist	Migrant Education Outreach/Intake Specialist
DISTAR Assistant	Multicultural Tutor
ECEAP/Headstart Assistant	Outreach/Intake Specialist
ECEAP/Headstart Instructor	Parent Liaison
Enrollee Services Specialist	Parent Tutor/Volunteer Coordinator
Even Start Assistant Coordinator	Program Parent Specialist
Even Start Program Liaison	Retention & Retrieval Student Asst. Spec.
Family Support Worker Program Training Spec	School Project Assistant
Gear-Up Project Services Specialist	SPF-SIG Coordinator
Gypsy Program Associate	TT Minor Facilitator
Health Assistant I	Tutor Coordinator at Summit
Health Assistant II	Vocational Assessment Specialist
Head Start Kitchen Support Asst.	
Head Start Service Aide	

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

	Weight	Level						
FACTOR	%	1	2	3	4	5	6	7
Knowledge & Skills	25	305	360	425	500	590	690	815
Decisions & Results	20	245	290	340	400	470	555	
Complexity	15	185	215	255	300	350		
Supervision	10	125	145	170	200	235	275	
Contacts	15	185	215	255	300	350		
Planning & Organization	10	125	145	170	200			
Working Conditions	5	60	70	85	100			

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Knowledge & Skills

Every job demands a level of knowledge and/or skills in order to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of education, experience or training. Knowledge/skills may range from familiarity with facts, methods and procedures, to manual skills, to knowledge or organization and supervision, to fields of study, or to management ability.

FACTOR	1	2	3	4	5	6	7
POINTS	305	360	425	500	590	690	815
Knowledge & Skills	Knowledge/basic skills associated with a single task and simple instructions.	Knowledge of standardized multiple tasks carried out within clearly defined procedures including use of simple tools and equipment.	Knowledge of complex work processes involving a recognized functional area, a specialized area or a vocational area.	Full working knowledge/expertise in a functional area, a specialized area or a vocational area.	Full working knowledge/expertise in a specialized area or recognized discipline including basic understanding or the principles and theory.	A thorough knowledge of both theoretical and practical application of a specialized area or recognized discipline.	Broad expertise requiring the interpretation of advanced principles, techniques or theory.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Decisions & Results

This factor measures the extent to which a job is responsible for decisions made and actions taken and the results of those decisions and actions.

FACTOR	1	2	3	4	5	6
POINTS	245	290	340	400	470	555
Decisions & Results	Decisions are dictated by prescribed instructions and impact only own work area.	Decisions are controlled by established work routines and usually impact the immediate work area.	Decisions are directed by practices and procedures and may impact the accuracy, reliability or success of results/activities outside work area.	Decisions are guided by objectives within resource constraints. Impact usually involves the design or outcome of systems, products, programs, service quality, etc.	Decisions are typically subject to constraints of broad practice and procedures and/or direction from those responsible for implementing organizational policy. A large degree of independence is often afforded to positions at this level. Impact is usually at the program or site level.	Decisions are subject to broad functional policies and goals and typically impact district-wide programs, activities and efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Complexity

Every job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness or judgment. This factor measures the complexity of thinking, creativity, conceptualization and problem-solving demanded by the job.

FACTOR	1	2	3	4	5
POINTS	185	215	255	300	350
Complexity	Work situations are routine and regularly recurring, requiring attention and concentration but little or no discretion, consideration and/or planning.	These jobs are confronted with multiple choice situations and solutions. Work situations require limited consideration and interpretation of information to choose the most effective responses.	Varied situations requiring search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.	The situation to be resolved includes circumstances, facts and issues that are often different from those encountered in the past. Problems are multi-dimensional: trade-offs and risks must be considered. The incumbent must consider various possible alternatives and consequences before selecting a solution.	Problems are very complex, abstract and long-term in nature. There is a continual requirement for innovative thought. The situations faced have little or no precedent to guide the problem solving process.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Supervision

This factor appraises the nature and extent of supervisory/management responsibility for the work product(s) of others (other employees volunteers or students).

FACTOR	1	2	3	4	5	6
POINTS	125	145	170	200	235	275
Supervision	Responsible for own work.	Provides guidance or instruction or others involved in focused activities, programs (either in groups or individually) or specific tasks.	Assigns, leads and schedules the work of others and/or provides input into the evaluation of others' work.	Plans, oversees, monitors, reviews and/or evaluates the work of others that require little day-to-day supervision. May make recommendations on selection and termination.	Manages related, multiple activities through subordinates, including evaluation, selection and termination.	Manages multiple, diverse activities through subordinates, including evaluation, selection and termination.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Contacts

This factor measures the requirements for active, interpersonal contact which characterize a job. The extent to which the position interacts with students, parents, other employees, or people outside the District and the nature of that interaction are the focus of this factor. Contacts may range from those contacts characterized by the exchange of information to those contacts which demand the highest level of interpersonal skills.

FACTOR	1	2	3	4	5
POINTS	185	215	255	300	350
Contacts	Basic communication skills and courtesy are required to exchange routine information or provide routine assistance.	Communication skills are required to exchange and explain information or technical concepts with others.	Communication skills are required to communicate concepts and ideas to individuals and groups. Understanding and influencing people are important considerations in performing the job. Sensitivity of others' point of view is often required to influence behavior or turn a situation around.	Communication skills are required to motivate, persuade and/or lead others decision or action.	Communication skills are required to build trust, inspire action, create understanding and cooperation. There may often be a need to defend, justify, negotiate or settle conflicts or issues among diverse groups in contexts where resulting actions may have significant impact within the organization.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Planning & Organization

This factor measures the requirements of the job to plan and organize projects, programs or activities, including organizing the various elements, tracking progress, assisting in individual stages, and integrating activities or functions.

FACTOR	1	2	3	4
POINTS	125	145	170	200
Planning & Organization	Requires basic planning or organizing of own work or activity.	Requires planning, organizing, and coordinating own work with the work of another(s) in order to successfully accomplish job responsibilities. This planning and coordinating may include arranging completion dates, sharing information, merging products or efforts, scheduling meetings, etc.	Requires planning of own and others' work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project. This could involve initiating project-related activities, tracking progress and ensuring the successful completion of tasks by others.	Requires extensive planning and organization of various elements, including planning of goals and objectives, timelines, allocating resources, tracking progress, carrying out activities and coordinating efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Working Conditions

This factor measures those requirements of a job related to conditions in which the job is performed. It is understood that the incumbent is reasonably suited to the job, that all appropriate efforts to minimize adverse conditions have been undertaken, and that the conditions considered are inherent in the position.

Elements considered:

Physical Effort (lifting, moving, pushing, etc.)
 Work Environment (noise, temperature, interruptions, etc.)
 Emotional Content of Contacts
 Level of Sensory Attention

Variables:

Frequency
 Intensity
 Duration
 Degree of Control

FACTOR	1	2	3	4
POINTS	60	70	85	100
Working Conditions	Minimal amounts of working conditions.	Moderate amounts of working conditions.	Considerable amounts of working conditions.	Extreme amounts of working conditions.

SAEOP/PARAPRO
Measurement of Point Factors

Job Code: _____
Position Title: _____

Factors	Scope/Level	Points
Knowledge & Skills		
Decisions & Results		
Complexity		
Supervision		
Contacts		
Planning & Organization		
Working Conditions		
Total		
Grade Level		

Range	Total Points
22	2000 and above
21	1865 - 1999
20	1750 - 1864
19	1620 - 1749
18	1520 - 1619
17	1410 - 1519
16	1330 - 1409
15	1230 - 1329

Reviewed by: _____

SEATTLE PUBLIC SCHOOLS

EXCEPTIONS FOR HOURLY EMPLOYEES AND SUBSTITUTE EMPLOYEES

It is understood and agreed that with respect to hourly employees as referred to in Article I, Section B.3, the following provisions of this Agreement shall have no application:

Article I, Section C.2	(Reduction of Hours)
Article IV, Section B	(Evaluation)
Article VI, Sections A-H And Article VII, Sections A-J	(Staffing)
Article V, Sections A-H	(Job Classification)
Article VI, Section H	(Letters of Employment & Notification)
Article VIII (all sections)	(Leaves and Vacations)
Article IX, Section B	(Professional Certificates)
Article IX, Section C	(Group Insurance Provisions)
Article IX, Section D	(Payroll Deductions)
Article IX, Section F	(Tax Sheltered Annuities)
Article IX, Section G.2	(Pro rata Salary Payments)

It is further understood and agreed that hourly employees subject to this Appendix shall be paid an hourly rate of pay derived from Step A of the salary schedule (Appendix A-1) appropriate to their classification. Substitute employees shall not be subject to salary advancement based on service experience or merit.

SEATTLE PUBLIC SCHOOLS
 John Stanford Center for Educational Excellence
 2445 3rd Avenue South
 Seattle, Washington 98124

PROBATIONARY REPORT NO. _____

TO:

FROM: Human Resources MS-33-157

RE: _____
 Name (Please Print) Starting Date Work Year Job Title

Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employees. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form. Fair rating may be accompanied by a Performance Improvement form.

Please note: This report must be returned by _____.

WORK QUALITY:

Unsatisfactory _____ Fair _____ Good _____ Strong _____ Superior _____

Comments:

 Date

 Employee's Signature

 Principal's or Administrator's Signature



SAEOP and Paraprofessional Classified Evaluation Form

October 2013

EMPLOYEE INFORMATION				
EMPLOYEE NAME		POSITION TITLE		FTE
EVALUATOR NAME		DEPARTMENT		
WORKSITE	REVIEW PERIOD COVERS (MM-DD-YY) From: _____ To: _____	DATE OF REVIEW	TYPE OF REVIEW <input type="checkbox"/> Annual <input type="checkbox"/> Mid-Year	

Rating Instructions: State the ratings where applicable in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on all ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

RATINGS AND DEFINITIONS		
4	Excellent	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	Strong	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	Satisfactory	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	Unsatisfactory	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Section I: Evaluate Performance Against Key Performance Competencies/Standards/Requirements

Evaluator Instructions
Rate the employee's performance for the entire year in each competency. Provide specific examples of evidence that support the rating. Please refer to the SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library for more information about what to look for at each rating level and to assist in determining an appropriate rating for each competency.

1. Functional/Technical Knowledge	Excellent <input type="checkbox"/>	Strong <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.				
Evaluator Evidence and/or Comments				
Employee Evidence and/or Comments				

2. Accountability	Excellent <input type="checkbox"/>	Strong <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.				
Evaluator Evidence and/or Comments				
Employee Evidence and/or Comments				

3. Collaboration	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

4. Communication/Interpersonal Relationship Skills	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

5. Critical Thinking, Decision Quality and Problem Solving	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

6. Initiative/Action Oriented	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

7. Planning and Organizing Work; Time Management	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.	
Evaluator Evidence and/or Comments	

Employee Evidence and/or Comments	
8. Quality of Work	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

9. Student Management (Paraprofessional Only)	Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

Section II: Overall Rating and Summary

Evaluator Instructions	Employee Instructions
Review your ratings for each of the competencies; whichever rating was predominantly used should be reflected in your overall rating. Include a summary of overall strengths, necessary areas for development or critical improvements that support the overall rating along with any additional performance-related comments not included in prior sections.	Provide any final comments with regard to your Evaluator's overall rating and assessment.

II. OVERALL RATING AND SUMMARY		
Evaluator Overall Rating and Comments	Evaluator Overall Rating	
	<input type="checkbox"/>	4 Excellent*
	<input type="checkbox"/>	3 Strong
	<input type="checkbox"/>	2 Satisfactory
<input type="checkbox"/>	1 Unsatisfactory	
Employee Comments		

*Employees who receive an "Excellent" overall rating should have 7 of 8 competencies rated excellent for SAEOPs or 8 of 9 competencies for Paraprofessionals rated excellent OR should have a majority of competencies rated excellent (5 of 8 for SAEOPs or 5 of 9 for Paraprofessionals) and have engaged in goal-setting with their evaluator.

About Overall Ratings:

- A rating of Excellent in all or all but one of the competencies (7 out of 8 for SAEOPS and 8 out of 9 for Paraprofessionals) will result in an overall rating of "Excellent."
- An overall rating of "Excellent" can also result if a majority of competencies have been rated Excellent (5 out of 8 for SAEOPs or 5 out of 9 for Paraprofessionals) when the employee has engaged in goal-setting with his/her evaluator.
- A preponderance or majority at a certain level can result in an overall rating at that level. For example, a preponderance or majority can result in a rating of Strong when the ratings are not all rated "Strong."

- A Parapro rating of Excellent in two competencies, a rating of Strong in three competencies and four Satisfactory ratings will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in two competencies, Strong in two competencies and Satisfactory in four competencies will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in four categories and Satisfactory in four categories will result in an overall rating of "Strong."
- In case of a tie, a SAEOP rating of Strong in four categories and Satisfactory in four categories will result in an overall rating of "Satisfactory."
- One unsatisfactory rating will result in an overall rating of "Unsatisfactory."

Section III: Goals for Review Period (Optional)

Employee Instructions	Evaluator Instructions
Identify 1-2 individual or professional developmental goals/objectives for the review period. Define the knowledge/skill you want to develop, rationale for why it is important to your current/future performance, action steps to be taken, additional key resources necessary to successfully achieve each objective (e.g., required resources, tools, training or other kinds of support), and a general timeline for completion.	Please work with the employee to assist with developing appropriate steps. Provide comments on how you will support the employee in these developmental opportunities.

III. GOALS FOR REVIEW PERIOD (OPTIONAL)	
Employee Comments	
Evaluator Comments	

Goal-setting is optional and does not affect the evaluation ratings on individual competencies, however, there are two pathways to the "Excellent" level of performance. If an employee is rated excellent in all but one of the competencies (7 of 8 for SAEOPs and 8 of 9 for Paraprofessionals) then the employee will receive an overall rating of "Excellent." As a second option, an employee may engage in goal-setting with the evaluator and obtain an overall rating of "Excellent" if the employee is rated excellent in a majority of competencies (5 of 8 for SAEOPs and 5 of 9 for Paraprofessionals). The employee must have engaged in goal-setting during the current review cycle. Please see the Employee Instructions for Section III (above) for more details regarding goal-setting.

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		Date	
Evaluator Signature		Date	

FOR HR USE ONLY	
<input type="checkbox"/> Form Received	DATE
<input type="checkbox"/> Data Entered	DATE



**SAEOP and Paraprofessional Classified Professional Growth Plan
for Focused Evaluation**

October, 2013

EMPLOYEE INFORMATION			
EMPLOYEE NAME		POSITION TITLE	FTE
EVALUATOR NAME		DEPARTMENT	
WORKSITE	REVIEW PERIOD COVERS (MM-DD-YY)		DATE OF REVIEW
	From:	To:	
Section I. KEY GOAL/OBJECTIVE FOR THIS REVIEW PERIOD (Optional) Smart Goal Format: Strategic/Specific, Measurable, Attainable, Results Oriented and Time-bound			
Goal/Objective:			
Specific Knowledge/Skills to Develop:			
Strategies/Actions/Steps to be Taken:			
Performance Measures/Evidence to be Collected (i.e., class, conference, workshop, training, etc.):			
Resources/Tools/Training/Support Needed to Achieve Goal:			
Timeline for Completing Goal/Objective:			
Section II. FOCUSED EVALUATION - CURRENT REVIEW PERIOD			

Any employee who has received an overall rating of "Strong" or "Excellent" on his or her previous annual Comprehensive evaluation may opt to receive a Focused Evaluation.

(1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on his/her previous year's annual comprehensive evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of his/her decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.

(2) Those on the Focused Evaluation will not utilize the full evaluation tool. Instead, the employee will identify a specific competency on which to concentrate their professional growth for the current school year.

(3) The Professional Growth Plan Form will be the official document handed in to HR as the record of the evaluation for this year.

(4) An employee may stay on the Focused Evaluation for a period of three years. All employees must be returned to the formal evaluation **at least every four years**.

(5) If an evaluator determines through observation that the employee is unsatisfactory in a component and needs to be returned to the regular evaluation process sooner than stated in this section, the evaluator will have to document the reason for the return and submit a copy to the employee. The employee will then be returned to the regular evaluation and be responsible for the criteria therein.

RATINGS AND DEFINITIONS

4	Excellent	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	Strong	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	Satisfactory	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	Unsatisfactory	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Evaluator Instructions

Rate the employee's performance for the entire year in the competency identified by the employee. Provide specific examples of evidence that support the rating. Please refer to the [SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library](#) for more information about what to look for at each rating level and to assist in determining an appropriate rating for a competency.

Rating Instructions: State the rating in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

COMPETENCY DEFINITIONS

1. Functional/Technical Knowledge: Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.

2. Accountability: Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.

3. Collaboration: Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.

4. Communication/Interpersonal Relationship Skills: Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.

5. Critical Thinking, Decision Quality and Problem Solving: Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.

6. Initiative/Action Oriented: Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.

7. Planning and Organizing Work; Time Management: Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.

8. Quality of Work: Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.

9. Student Management (Paraprofessional Only): Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.

PERFORMANCE FOR THIS EVALUATION PERIOD HAS BEEN EVALUATED AGAINST THE SPECIFIC COMPETENCY IDENTIFIED BY THE EMPLOYEE (below)

Competency Identified by the Employee:	Overall Rating: Excellent <input type="checkbox"/> Strong <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
Evaluator Comments:	
Employee Comments:	

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		Date	
Evaluator Signature		Date	

FOR HR USE ONLY	
<input type="checkbox"/>	Form Received DATE
<input type="checkbox"/>	Data Entered DATE

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p><u>#1 Functional/Technical Knowledge</u> Possesses required educational, functional and technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment; demonstrates active interest and ability to acquire and apply new skills.</p>	<ul style="list-style-type: none"> • Demonstrates extensive knowledge of the content of the job and frequently uses their knowledge, experience and judgment to perform their work at a very high level. • Keeps up-to-date on key technical or functional aspects of the job. • Models the integration of new tools, products and equipment. • Easily transitions to provide back-up or provide coverage for cross-trained areas. • May often be seen as the 'go-to' person or relied upon to provide support or guidance to others. • Thinks of ways to apply new knowledge or skills to improve organizational or job-related performance. • Sets goals for individual or professional development to enhance skills & knowledge. 	<ul style="list-style-type: none"> • Fully proficient in the essential functions of the job. • Seeks to enhance educational, functional and technical knowledge beyond minimum requirements of the job. • Chooses appropriate tools, technology, and/or methods to effectively and efficiently accomplish tasks; experiments with new processes. • Cross-trained as appropriate to provide backup for other co-workers' job duties in case of absence. • Actively shares expertise and/or facilitates learning with others in the acquisition of new tools and technology. 	<ul style="list-style-type: none"> • Accomplishes the essential functions of the job. • Has and uses the required educational, functional and technical knowledge, experience and skills necessary to do his/her job. • Uses the appropriate tools and technology and follows District policies and procedures to accomplish a task. • Shares expertise and skills with others when appropriate. 	<ul style="list-style-type: none"> • Fails to accomplish the essential functions of the job. • Does not have the required educational, functional and technical skills necessary to do his/her job. • Does not use the tools or technology appropriate for a task.

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p>Excellent <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p>Strong <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p>Satisfactory <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p>Unsatisfactory <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#2 Accountability Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of dependability in all aspects of the job. Sets priorities and delegates work.</p>	<ul style="list-style-type: none"> • Consistently and independently exceeds expectations in delivering on job responsibilities. • Follows and works to improve SPS policies and procedures and ensures accountability with consistent communication. • Models responsibility and actions as if the risks are his or her own; actively sets the standard that others follow for accountability. • Constantly reliable - follows through even if outcome is uncertain and maintains communication with affected parties. • Aligns own activities and priorities to meet District goals and values. 	<ul style="list-style-type: none"> • Completes assigned work independently. • Follows District policies and procedures and carries out work accordingly. • Accepts responsibility for assigned tasks and corrects errors/mistakes without prompting. • Reliable - Can be depended upon to follow-through on time and/or provide appropriate notice when commitments may need to be revised. 	<ul style="list-style-type: none"> • Completes assigned work with limited supervision. • Has adequate knowledge of District policies and procedures and carries out work accordingly. • Accepts responsibility for errors/mistakes or assigned tasks. • Reliable - Follows through and meets commitments to others on time. 	<ul style="list-style-type: none"> • Requires significant supervision to complete assigned work. • Fails to learn and/or does not follow District policies and procedures. • Fails to accept responsibility for errors or assigned tasks. • Is not reliable - Fails to follow through and meet commitments to others on time

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#3 Collaboration Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.</p>	<ul style="list-style-type: none"> Creates new opportunities for collaboration and proactively breaks down barriers that interfere with effective team work. Continuously demonstrates and maintains cooperative team & working relationships. Actively develops tools and strategies that others use to ensure effective collaboration. Models efficient and effective collaborations; relates very well with others; easily builds constructive and effective relationships and works skillfully in difficult situations. Proactively helps/supports co-workers; takes risks in sharing information, concerns and vulnerabilities (i.e. ability to identify and develop new systems when issues in a dysfunctional environment can be met). 	<ul style="list-style-type: none"> Creates a cooperative atmosphere in which timely and high-quality information flows in a direct and open manner between self and others. Works to build, evaluate and foster team effectiveness and success. Proactively develops and uses tools and strategies to cultivate commitment and unity among team members. Actively builds constructive and effective relationships among others within the school, staff and/or community at large. Helps and supports fellow employees in their work to contribute to overall school/department/District success. 	<ul style="list-style-type: none"> Works cooperatively with others. Assists the team in achieving goals. Suggests or uses tools to increase team member involvement. Builds relationships with others inside and outside the school, staff and/or community at large. Seeks mutually beneficial solutions. Works interdependently-Supports co-workers in their job duties, as appropriate. 	<ul style="list-style-type: none"> Fails to work cooperatively especially when the situation calls for it. Demonstrates significant limitations in being a team player. Has little or no knowledge of tools that would increase team member involvement. Fails to build relationships with people in his/her school/department, or organization, or community at large. Does not seek situations that result in win-win outcomes. Fails to recognize interdependence of work.

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#4 Communication/ Interpersonal Relationship Skills Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.</p>	<ul style="list-style-type: none"> • Considers and responds appropriately to the needs and approach of different situations. Is tactful, diplomatic and demonstrates consistency and fairness in the office and /or classroom. • Gifted at adapting messages to the needs of a diverse audience and/or complex situations (puts co-workers, students and the public at ease and neutralizes hostility.) • Delivers accurate, clear and concise messages. • Checks for understanding with open-ended questions. • Presents an open and accepting persona that allows even the most reluctant person to express his/her views. Shows exceptional service ethic by actively listening to and sharing with the school, staff and/or community at large. 	<ul style="list-style-type: none"> • Connects well and converses easily with others. Actively seeks feedback. • Uses skills and/or training to adapt message for a variety of audiences (students, staff and the public), using appropriate communication methods. • Is approachable, delivers accurate, clear and concise oral or written messages. • Successfully recognizes and diffuses tense situations. • Displays a strong service ethic by listening and encouraging sharing of other's interests and ideas. 	<ul style="list-style-type: none"> • Listens to other's interests and ideas and seeks feedback. • Adapts communication style or format to get message across to different groups (students, staff and the public.) • Easy to approach and engage in conversation and expresses self appropriately. • Recognizes tense situations and attempts to diffuse them; remains calm. • Strives to fulfill a service ethic by showing interest or concern and follow through on commitments. 	<ul style="list-style-type: none"> • Does not listen to others; doesn't consider other people's views and insights. • Neglects to effectively or appropriately communicate to different groups (student, staff and the public.) • Unapproachable and difficult to engage in conversation; lack of personal attention and focus. • Does not demonstrate the ability to diffuse a tense situation comfortably; reacts inappropriately. • Fails to fulfill a service ethic (demonstrates lack of urgency in responding to customer/service requests; fails to follow through on commitments).

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p>Excellent <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p>Strong <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p>Satisfactory <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p>Unsatisfactory <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#5 Critical Thinking, Decision Quality and Problem Solving Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others of one's words or actions.</p>	<ul style="list-style-type: none"> • Teaches others how to anticipate possible problems, weighs consequences, and develop contingency plans to avoid or circumvent them. • Makes independent, timely and sound decisions even with limited information. • Applies appropriate criteria to situations for the purpose of making independent, timely decisions. • Identifies emergency situations and resolves them using training and/or experience. • Effectively considers alternative solutions and approaches before taking action. • Focuses on facts and solutions instead of opinions and problems. • Thinks clearly and strategically under pressure. <p>Resolves situations in a way that others in the school, staff and/or community at large feel heard and supported.</p>	<ul style="list-style-type: none"> • Can predict and weigh the consequences, implications and feasibility of alternative solutions for problems. • Makes independent and timely decisions as appropriate. • Applies appropriate criteria to situations for the purpose of making decisions. • Identifies emergency situations and offers potential solutions for resolving them. • Considers alternative actions, resources, and constraints and adjusts before selecting a method for accomplishing a task or project. Develops alternatives when initial efforts fail. 	<ul style="list-style-type: none"> • Weighs the consequences, implications and feasibility of alternative solutions for problems before making a decision. • Makes independent decisions, as appropriate. • Makes timely decisions based upon fact finding without jumping to conclusions. • Identifies and intervenes in emergency situations using appropriate action. • Considers multiple actions, resources, and constraints before selecting a method for accomplishing a task or project. 	<ul style="list-style-type: none"> • Inability to predict consequences, implications and feasibility of alternative solutions for problems. • Follows in the judgment of others instead of their own. • Has difficulty knowing what the right thing to do is and/or spends too much time reviewing information which results in delay. • Does not collect facts before making decisions or taking action, and/or jumps to conclusions with no or minimal evidence. Takes no or inappropriate action in a crisis situation. • Fails to take into consideration alternative actions, resources or constraints when selecting a method for accomplishing a task or project.

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#6 Initiative/Action Oriented Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal direction (or supervision.) Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.</p>	<ul style="list-style-type: none"> • Takes appropriate action to accomplish the highest degree of productivity. • Assumes full responsibility for starting and finishing work with minimal supervision. • Seeks new projects or leads/starts special projects. • Takes the lead and decisive action in tackling problems. • Takes the lead in starting and completing work . • Promotes learning and improvement in self and others. • Continuously looks for ways to expand job capabilities with innovative ideas. Motivates others to convert ideas into actions and results. 	<ul style="list-style-type: none"> • Maintains high degree of productivity. • Starts and finishes work without being told and/or minimal supervision. • Seeks additional work above and beyond required tasks. • Anticipates and addresses problems and/or situations before they become problematic. • Completes work in a thoughtful and diligent manner. • Strives to implement innovative ideas; thinks well on his/her feet. 	<ul style="list-style-type: none"> • Maintains appropriate degree of productivity. • Starts and finishes work on required tasks with minimal supervision. • Accepts and completes new tasks when asked or assigned. • Addresses problems and/or situations. • Completes work in a routine manner. 	<ul style="list-style-type: none"> • Only completes minimal tasks of the job. • Requires supervision to complete job-related tasks and assignments. • Reluctant to accept and complete new tasks when asked. • Loses interest when problems arise. • Completes work in an indifferent or lackadaisical manner.

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p>Excellent <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p>Strong <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p>Satisfactory <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p>Unsatisfactory <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#7 Planning and Organizing Work; Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.</p>	<ul style="list-style-type: none"> • Allocates, coordinates and organizes projects and/or time to avoid conflicts, juggling both short- and long-range objectives. • Anticipates potential problems and integrates plans to address them. • Monitors progress; ensures that materials and information are prepared to maximize productivity. • Models for others the systematic use of methods to accomplish more in less time. • Develops an appropriate work plan to achieve results. Identifies and prioritizes critical activities and tasks to achieve results. • Provides high-level value in helping groups plan, organize and coordinate their work effectively. • Knows the status of one's own work at all times and can be flexible with changes in plans by prioritizing throughout the day. 	<ul style="list-style-type: none"> • Allocates and coordinates time effectively and efficiently to avoid conflicts. • Anticipates potential problems and addresses them. • Ensures that materials and information are prepared to maximize productivity. • Self-regulates; organizes and coordinates work for high efficiency and effectiveness; tracks the status of workload; reprioritizes when necessary. • Uses the systems in place with a high degree of efficiency to create/maintain informational files, records, projects or information. • Demonstrates ability to focus on important priorities; can work through both planned and unplanned interruptions; handles several tasks at once. 	<ul style="list-style-type: none"> • Coordinates and organizes projects and/or time to avoid conflicts. • Identifies potential problems and addresses them. • Prepares information and materials are prepared to maximize productivity. • Keeps track of workload despite interruptions but may find it difficult to re-focus. • Uses systems in place to create/maintain informational files, records, projects or information. • Completes normal activities of his/her role; completes one task before beginning another. 	<ul style="list-style-type: none"> • Does not allocate, coordinate and/or organize projects and/or time to avoid conflicts. • Tends to ignore potential problems and doesn't address them. • Has difficulty ensuring that information and materials are prepared in order to maximize productivity. • Has trouble completing workload when interrupted and is unable to reprioritize without help. • Unable to use systems in place to create/maintain informational files, records, projects or information. • Unable to handle changes in plans and priorities; needs supervision to stay on task and has difficulty focusing on priorities

Competency Definitions and Performance Level Indicators

<p>Definition</p>	<p>Excellent <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p>Strong <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p>Satisfactory <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p>Unsatisfactory <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#8 Quality of Work Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.</p>	<ul style="list-style-type: none"> Follows up regularly with co-workers, students and community to ensure project is progressing according to the plan and budget. Develops success indicators and monitors and reports to ensure quality, accuracy and completeness of work. Takes proactive approach to improve processes and quality. Seeks to add value to every project and encourages others to follow in his/her footsteps. Identifies importance of all jobs within the school and strives to support others while adding value in every work assignment. Masters current technology tools and established methods to ensure information is complete and accurate or the best outcomes are achieved. 	<ul style="list-style-type: none"> Meets deadlines on a timely basis, ahead of schedule where and whenever possible. Follows success indicators for accuracy, quality and completeness. Verifies that correct processes are being followed. Reviews outcomes and corrects all errors; uses formative analysis and provides recommendations for improvement as needed. Skillful use of current technology tools and established methods to ensure information is complete and accurate. Effectively implements differentiated instructional strategies while working with students, if applicable. 	<ul style="list-style-type: none"> Meets deadlines on a timely basis. Monitors accuracy and quality of work. Ensures that correct processes are being followed. Reviews outcomes; corrects all errors. Uses current technology tools and established methods to ensure information is complete and accurate. Implements differentiated instructional strategies while working with students, if applicable. 	<ul style="list-style-type: none"> Has difficulty meeting deadlines. Fails to monitor accuracy or quality of work. Fails to monitor process; may produce atypical results. Does not review outcomes. Does not use current technology tools and established methods to ensure information is complete and accurate. Fails to implement successful instructional strategies while working with students, if applicable.

APPENDIX F-3
(Continued)

<p align="center">Definition</p>	<p align="center"><u>Excellent</u> <i>frequency indicators in this category may include: constantly, consistently, almost always</i></p>	<p align="center"><u>Strong</u> <i>frequency indicators in this category may include: frequently, often, steadily</i></p>	<p align="center"><u>Satisfactory</u> <i>frequency indicators in this category may include: generally, normally, typically, usually</i></p>	<p align="center"><u>Unsatisfactory</u> <i>frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes</i></p>
<p>#9 Student Management (Paraprofessional only) Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent connection (rapport) with coworkers, students and community.</p>	<ul style="list-style-type: none"> • Models the highest standards of accepted professional responsibility. • Assists with and/or suggests strategies for maintaining order in classroom. • Effectively works as part of a team to assist with efficiently and effectively organizing classroom activities, materials and equipment. • Proactively works with teacher to establish open communication with students, staff and parents concerning academics, language and behavior. • Helps and supports coworkers and students. • Proactively listens and gives helpful feedback when necessary. • Facilitates planning time with teachers. • Helps with the monitoring and updating of students' progress. • Ensures that staff is informed of status of students. 	<ul style="list-style-type: none"> • Demonstrates accepted standards of professional responsibility. • Helps maintain order in the classroom and effectively communicates with staff, students and parents. • Uses teamwork and assists with organizing classroom activities, materials and equipment. • Plans time with teachers to help monitor students' progress and keeps the staff informed. • Performs beyond the minimum job requirements and does whatever is necessary to complete a task. 	<ul style="list-style-type: none"> • Meets average standards of professional responsibility. • Helps maintain order in the classroom when asked; communicates with the staff, students and parents when necessary. • Understands teamwork but does not always demonstrate this type of support. • Plans time with teachers and informs staff about the progress and status of students. • Performs beyond the minimum job requirements to complete a task. 	<ul style="list-style-type: none"> • Demonstrates below average standards of professional responsibility. • Is unable to help maintain order in the classroom when asked and has difficulty communicating with others. • Works well with some coworkers but is not regarded as a team player. • Fails to communicate with teachers and staff about students' progress and status.



Performance Improvement Report for Classified Employees

This form is to be used in accordance with Article IV, Section B of the SAEOP and Paraprofessional Collective Bargaining Agreement, and is an attachment to the Unsatisfactory Performance Evaluation.

NAME _____ TITLE: _____ LOCATION _____

IDENTIFICATION OF AREAS FOR IMPROVEMENT:

IDENTIFICATION OF ACCEPTABLE PERFORMANCE LEVELS:

PLAN FOR IMPROVEMENT AND TIMELINE: *Plan is to be worked out by Principal/Supervisor and employee. At employee's request, an employee representative may be present to give input.*

PRINCIPAL/SUPERVISOR RESPONSIBILITY TO ASSIST THE EMPLOYEE'S SUCCESSFUL COMPLETION OF CORRECTIVE ACTION:

EMPLOYEE'S RESPONSE:

I would like to have two days of on-the-job mentoring by a mentor selected jointly by SPS and SEA, if one is available, per Article IV.B.3.d.

_____ Principal/Supervisor Signature	_____ Date	_____ Employee's Signature NOTE: Employee signature does not necessarily imply agreement with this report, but only that it has been seen and discussed.	_____ Date
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GUIDELINES FOR EVALUATION OF CLASSIFIED SUBSTITUTES

1. Substitutes may be evaluated by the building principal/program manager or assigned administrator.
2. Any comments in the evaluation shall be identified by source, event and time.

If appropriate, the evaluator shall keep documentation including any written statement by witness(es) and such documentation shall be available for review by the substitute.

3. A substitute receiving unsatisfactory evaluation shall be notified by Personnel within fifteen (15) working days upon receipt of the evaluation, and shall have the right to respond in writing and require that such remarks be attached permanently to the unsatisfactory evaluation.
4. Within fifteen (15) working days after receipt of an unsatisfactory evaluation, the substitute may request a conference with the evaluator. The conference shall be held within fifteen (15) working days upon receipt of the request.
5. Any substitute shall have the right to request removal of the unsatisfactory evaluation after a period of four (4) years from the date of the conference.

DEFINITION OF RATINGS

SATISFACTORY

Adequate and acceptable day-to-day performance is attained.

UNSATISFACTORY

Day-to-day performance shows significant limitations. Employee is working at an unacceptable level of performance.

NOTE: All of these definitions are prefaced by the term “generally”, conditions and people vary from location to location and the quality of performance similarly varies widely. These definitions are phrased in terms of the typical, generally encountered situation.

PLEASE FORWARD THIS FORM TO EMPLOYMENT SERVICES PERSONNEL DEPARTMENT, AS SOON AS POSSIBLE BUT NO LATER THAN TEN WORKING DAYS AFTER THE END OF THE ASSIGNMENT.

CLASSIFIED SUBSTITUTE EVALUATION FORM

If an evaluation is conducted and if it is possible, and evaluation conference shall be held and a copy of the evaluation provided to each substitute prior to completion of the assignment. Since many substitutes are interested in permanent positions, it is important to both the substitute and the District that the information be accurate and complete.

NAME OF SUBSTITUTE: _____ SCHOOL: _____

SUBSTITUTED IN (Job Title): _____ DATE(S): _____

SUBSTITUTE IS RATED: SATISFACTORY UNSATISFACTORY

In each of the items listed below, all questions shall be answered YES or NO except in cases where not applicable, then check N/A for not applicable.

A. CRITERIA FOR EVALUATION:			
	Yes	No	NA
1. ATTENDANCE AND PUNCTUALITY: Adherence to assigned work hours.			
2. COMPETENCY IN SKILLS: Demonstrated knowledge and/or skills required to perform job.			
3. QUALITY: Demonstrated accuracy, thoroughness and/or completion or required work.			
4. INTERPERSONAL SKILLS: Demonstrated ability to communicate and relate to students, staff and public. Cooperative, courteous and sensitive to others.			
5. ORGANIZATION AND PLANNING: Ability to arrange and prioritize work.			

B. CONDITIONS UNDER WHICH EVALUATED WORK TOOK PLACE							
	Yes	No	NA		Yes	No	NA
1. Was there direct observation?				4. Was work schedule explained?			
2. Was substitute assigned in his/her field?				5. Were materials, supplies provided?			
3. Were duties clearly defined?				6. Were applicable school policies provided?			

COMMENTS: (Comments by the evaluator should indicate specific information on the substitute's caliber of performance. If "UNSATISFACTORY" is checked, an explanation must be provided.)

Signature/Title of Evaluator Date Signature of Substitute (if available) Date

(The substitute's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report. Substitutes may use reverse side for comments.)

SPS Practice related to implementation of Sections VIII.A.1 Sick/Emergency Leave and VIII.A.2 Personal Leave:

260 day employees are frontloaded 12 sick leave and 2 personal days annually; the 2 personal days are use or lose; unused personal leave does not accrue to the sick leave balance at the end of the fiscal year. A total 14 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

222 day employees are frontloaded 11 sick leave and 2 personal days annually; 1 personal leave day accrues to the sick leave balance if unused at the end of the fiscal year, the other is use or lose. A total 13 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

Less than 222 day employees are frontloaded 10 sick leave and 2 personal days annually; the 2 personal leave days accrue to sick leave balance at end of fiscal year if unused. A total 12 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

SAEOP CBA: Practice re sick-personnel leave

School Year Calendar 2018-19											
Full Year (SAP Calendars U0, U2, U9)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
					0						23
2	3	4	5	6			#1	2	3	4	
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31					28	29	30	31		
August 2018						February 2019					
		1	2	3	0					1	20
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	19	20	21	22	
27	28	29	30	31		25	26	27	28		
September 2018						March 2019					
#3	4	S5	6	7	20					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	23	1	2	3	4	5	22
8	9	10	11	12		8	9	10	11	12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	22			1	2	3	23
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	21						20
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	@26	27	28		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 9/1/18 & Ends 8/31/19						July 2019					
KEY: # = Holidays – Paid @ = Additional Paid Holidays, Applies to: • PASS • 609 Alarm & Security Monitors • Crafts & Trades ^ = Additional Holiday for 609 A Custodial Engineers S = Students Begin 9/5/2018 & End 6/20/2019						1	2	3	#4	^5	23
					8	9	10	11	12		
					15	16	17	18	19		
					22	23	24	25	26		
					29	30	31				
						August 2019					
									1	2	22
						5	6	7	8	9	
						12	13	14	15	16	
						19	20	21	22	23	
						26	27	28	29	30	

School Year Calendar 2018-19											
223 Day, Paraprofessional (SAP Calendar P8)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
					0						21
2	3	4	5	6			#1	%2	%3	[4]	
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31				28	29	>30	31			
August 2018						February 2019					
		1	2	3	14					1	16
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	[19]	[20]	[21]	[22]	
27	28	29	30	>31		25	26	27	28		
September 2018						March 2019					
>3	4	S5	6	7	19					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	23	1	2	3	4	5	22
8	9	10	11	12		%8	%9	%10	%11	%12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	22			1	2	3	23
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	21						20
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	%26	%27	%28		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 8/13/2018 & Ends 7/1/2019 KEY: # = Holidays – Paid (10 Days) %= Vacation Days – Paid (10 Days) [] = Vacation Days – Not Paid > = Non Work Day – Not Paid S = Students Begin 9/5/2018 & End 6/20/2019						July 2019					
						1	2	3	4	5	1
						8	9	10	11	12	
						15	16	17	18	19	
						22	23	24	25	26	
						29	30	31			
						August 2019					
								1	2	0	
						5	6	7	8		9
						12	13	14	15		16
	19	20	21	22	23						
	26	27	28	29	30						

School Year Calendar 2018-19															
222 Day, Paraprofessional and SAEOP (SAP Calendar U7)															
					Days Paid						Days Paid				
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri					
July 2018						January 2019									
					0						21				
2	3	4	5	6			#1	%2	%3	[4]					
9	10	11	12	13		7	8	9	10	11					
16	17	18	19	20		14	15	16	17	18					
23	24	25	26	27		#21	22	23	24	25					
30	31				28	29	>30	31							
August 2018						February 2019									
		1	2	3	14					1	16				
6	7	8	9	10		4	5	6	7	8					
13	14	15	16	17		11	12	13	14	15					
20	21	22	23	24		#18	[19]	[20]	[21]	[22]					
27	28	29	30	>31		25	26	27	28						
September 2018						March 2019									
>3	4	S5	6	7	19					1	21				
10	11	12	13	14		4	5	6	7	8					
17	18	19	20	21		11	12	13	14	15					
24	25	26	27	28		18	19	20	21	22					
						25	26	27	28	29					
October 2018						April 2019									
1	2	3	4	5	23	1	2	3	4	5	22				
8	9	10	11	12		%8	%9	%10	%11	%12					
15	16	17	18	19		15	16	17	18	19					
22	23	24	25	26		22	23	24	25	26					
29	30	31				29	30								
November 2018						May 2019									
			1	2	22			1	2	3	23				
5	6	7	8	9		6	7	8	9	10					
#12	13	14	15	16		13	14	15	16	17					
19	20	21	#22	#23		20	21	22	23	24					
26	27	28	29	30		#27	28	29	30	31					
December 2018						June 2019									
3	4	5	6	7	21						20				
10	11	12	13	14		3	4	5	6	7					
17	18	19	20	21		10	11	12	13	14					
#24	#25	%26	%27	%28		17	18	19	S20	21					
#31						24	25	26	27	28					
Day Calendar Begins 8/13/2018 & Ends 6/28/2019 KEY: # = Holidays – Paid (10 Days) %= Vacation Days – Paid (10 Days) [] = Vacation Days – Not Paid > = Non Work Day – Not Paid S = Students Begin 9/5/2018 & End 6/20/2019						July 2019									
										1	2	3	4	5	0
										8	9	10	11	12	
										15	16	17	18	19	
										22	23	24	25	26	
										29	30	31			
										August 2019					
													1	2	0
										5	6	7	8	9	
										12	13	14	15	16	
					19	20	21	22	23						
					26	27	28	29	30						

School Year Calendar 2018-19															
204 Day, Paraprofessional (SAP Calendar P6)															
					Days Paid						Days Paid				
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri					
July 2018						January 2019									
					0						21				
2	3	4	5	6			#1	%2	%3	[4]					
9	10	11	12	13		7	8	9	10	11					
16	17	18	19	20		14	15	16	17	18					
23	24	25	26	27		#21	22	23	24	25					
30	31				28	29	>30	31							
August 2018						February 2019									
		1	2	3	1					1	16				
6	7	8	9	10		4	5	6	7	8					
13	14	15	16	17		11	12	13	14	15					
20	21	22	23	24		#18	[19]	[20]	[21]	[22]					
27	28	29	30	>31		25	26	27	28						
September 2018						March 2019									
>3	4	S5	6	7	19					1	21				
10	11	12	13	14		4	5	6	7	8					
17	18	19	20	21		11	12	13	14	15					
24	25	26	27	28		18	19	20	21	22					
						25	26	27	28	29					
October 2018						April 2019									
1	2	3	4	5	23	1	2	3	4	5	22				
8	9	10	11	12		%8	%9	%10	%11	%12					
15	16	17	18	19		15	16	17	18	19					
22	23	24	25	26		22	23	24	25	26					
29	30	31				29	30								
November 2018						May 2019									
			1	2	22			1	2	3	23				
5	6	7	8	9		6	7	8	9	10					
#12	13	14	15	16		13	14	15	16	17					
19	20	21	#22	#23		20	21	22	23	24					
26	27	28	29	30		#27	28	29	30	31					
December 2018						June 2019									
3	4	5	6	7	21						15				
10	11	12	13	14		3	4	5	6	7					
17	18	19	20	21		10	11	12	13	14					
#24	#25	%26	%27	%28		17	18	19	S20	21					
#31						24	25	26	27	28					
Day Calendar Begins 8/28/2018 & Ends 6/21/2019 KEY: # = Holidays – Paid (10 Days) % - Vacation Days – Paid (10 Days) [] = Vacation Days – Not Paid > = Non Work Day – Not Paid S = Students Begin 9/5/2018 & End 6/20/2019						July 2019									
										1	2	3	4	5	0
										8	9	10	11	12	
										15	16	17	18	19	
										22	23	24	25	26	
										29	30	31			
										August 2019					
													1	2	0
										5	6	7	8	9	
										12	13	14	15	16	
					19	20	21	22	23						
					26	27	28	29	30						

School Year Calendar 2018-19															
203 Day, Paraprofessional and SAEOP (SAP Calendar U4)															
					Days Paid						Days Paid				
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri					
July 2018						January 2019									
					0						21				
2	3	4	5	6			#1	%2	%3	[4]					
9	10	11	12	13		7	8	9	10	11					
16	17	18	19	20		14	15	16	17	18					
23	24	25	26	27		#21	22	23	24	25					
30	31				28	29	>30	31							
August 2018						February 2019									
		1	2	3	1					1	16				
6	7	8	9	10		4	5	6	7	8					
13	14	15	16	17		11	12	13	14	15					
20	21	22	23	24		#18	[19]	[20]	[21]	[22]					
27	28	29	30	>31		25	26	27	28						
September 2018						March 2019									
>3	4	S5	6	7	19					1	21				
10	11	12	13	14		4	5	6	7	8					
17	18	19	20	21		11	12	13	14	15					
24	25	26	27	28		18	19	20	21	22					
						25	26	27	28	29					
October 2018						April 2019									
1	2	3	4	5	23	1	2	3	4	5	22				
8	9	10	11	12		%8	%9	%10	%11	%12					
15	16	17	18	19		15	16	17	18	19					
22	23	24	25	26		22	23	24	25	26					
29	30	31				29	30								
November 2018						May 2019									
			1	2	22			1	2	3	23				
5	6	7	8	9		6	7	8	9	10					
#12	13	14	15	16		13	14	15	16	17					
19	20	21	#22	#23		20	21	22	23	24					
26	27	28	29	30		#27	28	29	30	31					
December 2018						June 2019									
3	4	5	6	7	21						14				
10	11	12	13	14		3	4	5	6	7					
17	18	19	20	21		10	11	12	13	14					
#24	#25	%26	%27	%28		17	18	19	S20	21					
#31						24	25	26	27	28					
Day Calendar Begins 8/30/2018 & Ends 6/20/2019 KEY: # = Holidays – Paid (10 Days) %= Vacation Days – Paid (10 Days) [] = Vacation Days – Not Paid > = Non Work Day – Not Paid S = Students Begin 9/5/2018 & End 6/20/2019						July 2019									
										1	2	3	4	5	0
										8	9	10	11	12	
										15	16	17	18	19	
										22	23	24	25	26	
										29	30	31			
										August 2019					
													1	2	0
										5	6	7	8	9	
										12	13	14	15	16	
					19	20	21	22	23						
					26	27	28	29	30						

School Year Calendar 2018-19															
200 Day, Parapro-Bus Supervisors (SAP Calendar U3)															
					Days Paid						Days Paid				
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri					
July 2018						January 2019									
					0						21				
2	3	4	5	6			#1	%2	%3	[4]					
9	10	11	12	13		7	8	9	10	11					
16	17	18	19	20		14	15	16	17	18					
23	24	25	26	27		#21	22	23	24	25					
30	31				28	29	>30	31							
August 2018						February 2019									
		1	2	3	0					1	16				
6	7	8	9	10		4	5	6	7	8					
13	14	15	16	17		11	12	13	14	15					
20	21	22	23	24		#18	[19]	[20]	[21]	[22]					
27	28	29	30	31		25	26	27	28						
September 2018						March 2019									
3	4	S5	6	7	18					1	21				
10	11	12	13	14		4	5	6	7	8					
17	18	19	20	21		11	12	13	14	15					
24	25	26	27	28		18	19	20	21	22					
						25	26	27	28	29					
October 2018						April 2019									
1	2	3	4	5	22	1	2	3	4	5	22				
8	9	10	11	>12		%8	%9	%10	%11	%12					
15	16	17	18	19		15	16	17	18	19					
22	23	24	25	26		22	23	24	25	26					
29	30	31				29	30								
November 2018						May 2019									
			1	2	22			1	2	3	23				
5	6	7	8	9		6	7	8	9	10					
#12	13	14	15	16		13	14	15	16	17					
19	20	21	#22	#23		20	21	22	23	24					
26	27	28	29	30		#27	28	29	30	31					
December 2018						June 2019									
3	4	5	6	7	21						14				
10	11	12	13	14		3	4	5	6	7					
17	18	19	20	21		10	11	12	13	14					
#24	#25	%26	%27	%28		17	18	19	S20	21					
#31						24	25	26	27	28					
Day Calendar Begins 9/5/2018 & Ends 6/20/2019 KEY: # = Holidays – Paid (10 Days) %= Vacation days – Paid (10 Days) [] = Vacation Days – Not Paid > = Non Work Day – Not Paid S = Students Begin 9/5/2018 & End 6/20/2019						July 2019									
										1	2	3	4	5	0
										8	9	10	11	12	
										15	16	17	18	19	
										22	23	24	25	26	
										29	30	31			
										August 2019					
													1	2	0
										5	6	7	8	9	
										12	13	14	15	16	
					19	20	21	22	23						
					26	27	28	29	30						

SEA/SPS CONTRACT WAIVER REQUEST FORM

Building/Program: _____

Date of Request _____

(Deadline: Must be into SEA & SPS Labor Relations by the 1st of the month.)

Contract: ___ Certificated: ___ SAEOP: ___ Paraprofessional: ___ Renewal: Yes: ___ No: ___

We are requesting to waive the following Articles and/or sections of the Collective Bargaining Agreement between the Seattle Public Schools and Seattle Education Association:

VOTING: All Certificated, Parapros, and SAEOPs must be involved in this voting process. You will need 2/3 majority of the SEA represented staff (members and non-members) to approve the waiver.

Total SEA Represented Employees in Building/Program: _____

Certificated: _____

SAEOP: _____

Paraprofessional: _____

SEA Represented Employees Voting In Favor of Waiver: _____

SEA Represented Employees Voting Against Waiver: _____

Total number of SEA Represented Employees Voting: _____

Describe the intent of the proposed contract waiver:

What procedure did the staff use to vote on the waiver (secret ballot, show of hands, etc.?)

What was the nature of the dissenting opinion(s), if any?

SEA/SPS CONTRACT WAIVER REQUEST FORM

How many SEA Represented employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

Waiver Contract Signature (Must be a SEA member) _____
School #: _____ Home # _____
E-mail: _____

SEA Building Representative:
Signature: _____ E-Mail: _____
School #: _____ Home # _____

Principal or Designee Signature: _____
Phone #: _____ E-Mail: _____
Recommendation: Yes _____ No _____

ACTION TAKEN

SEA: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

SPS: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

SEA President

SPS Signature

APPENDIX M

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: American Sign Language Interpreters

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

The memorandum of understanding confirms that the District has determined that the Certified Sign Language Interpreter classification, currently placed on the Paraprofessional Salary Schedule PA3, level 22, shall be reclassified to one step higher than level 22. This classification change is effective for the 2018-2019 school year.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

 Phyllis Campano Date
 President, Seattle Education Association

 Sheryl Anderson-Moore Date
 Chief Negotiator, Seattle Public Schools

 John Donaghy Date
 Executive Director, Seattle Education Association

 Clover Codd Date
 Assistant Superintendent of Human Resources
 Seattle Public Schools

Best Practices for Substitute Friendly Schools

What makes the office staff special for substitutes?

1. Substitutes are welcomed to a school and treated in a professional manner.
2. Office staff notify sub of day-specific activities (drills, assemblies, other events)
3. Office staff have duplicate class lists, keys, staff ID badge, and substitute folder ready when substitutes check in.
4. Important phone numbers are prominently displayed in the sub folder. (speed dial on room phone)
5. Directions are provided to classrooms, custodian, restroom, faculty/staff rooms.
6. Office staff notifies regular school staff of absences and names of the substitutes. Office staff is helpful; calls for support are dealt with promptly.
7. At the end of the day, office staff acknowledges subs and remind subs to return folder and keys.

How do teachers & paraprofessionals make substituting in their classrooms meaningful?

1. Staff have their current name and teaching assignment recorded on Subfinder.
2. Teachers and paraprofessionals leave clear, detailed, meaningful lesson plans, with room for modification and input.
3. Teachers leave up-to-date seating charts with the student's full name *and* PowerSchool student picture printout,
4. Orientation of the classroom is clear in seating chart; *i.e.*, front row at bottom of chart.
5. Classroom procedures are specified: daily schedule, supervisory duties, etc.
6. Subs are to be duty free before start of the instructional day, so they have time to read the lesson plans.
7. Needed equipment (phone, AV, mikes etc.) is working, charged up and ready to be used.
8. Discipline procedures used in the classroom and throughout the school are specified.
9. The teachers expect that substitutes will follow the lesson plan and do a great job.
10. Teachers set expectations for student behavior when subs are present and prepare their class for the sub whenever possible.
11. Substitute feedback is acknowledged and appreciated by the teacher.
12. Disrespectful and disruptive student behaviors reported by substitute are addressed by the Teacher, Parapro or SAEOP on his/her return.
13. Students with special needs, and their modifications, are identified. Helpful students are also identified.

How do other teachers and support staff make substitutes feel welcome?

1. Staff are welcoming, friendly and helpful.
2. All visitors (including staff) who enter the classroom identify themselves **to the substitute**.
3. A staff member checks in with the substitute periodically throughout the day and provides assistance for students who have significant behavioral issues or special needs.

In what ways are students engaged learners?

1. The students are friendly, respectful, flexible, helpful, and cooperative.
2. Students are in their seats at the start of class and follow the substitute's directions.
3. Students are engaged and take learning seriously.
4. Students apply themselves to the lesson plan work that the teacher prepared for the substitute.

APPENDIX O (continued)

How are substitutes supported by security?

1. Security staff are proactive. They introduce themselves to substitutes.
2. The security staff arrive amazingly fast should the need arise.

How are substitutes supported by administration?

1. Administrators acknowledge substitutes as professionals
2. Administrators make their presence known to the substitute. An administrator/designee checks in periodically. This helps to motivate students and validate the substitute's presence.
3. The principal expresses concern and care for the students and staff, including substitutes.

How is the school climate positive?

1. The entire school has uniform expectations about student behavior and academic achievement.
2. The staff and the students are friendly and respectful.
3. The building is clean and welcoming. The substitute's area is neat and orderly.
4. Students are required to have passes when out of the classroom.
5. Students, staff and substitutes are held accountable for their actions.

APPENDICES TO THE AGREEMENT
BETWEEN
SEATTLE PUBLIC SCHOOLS
AND
SEATTLE EDUCATION ASSOCIATION
CERTIFICATED NON-SUPERVISORY EMPLOYEES
2018-2019

APPENDIX A

2018-19 Certificated Instructional Staff Salary Schedule

ANNUAL

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/ Doctorate (906)
1	Base Pay	180.00	\$48,097	\$48,173	\$48,248	\$55,744	\$50,067	\$57,736	\$51,278	\$58,948	\$60,161	\$60,817
	Contractual Days	5.00	\$1,336	\$1,338	\$1,340	\$1,548	\$1,391	\$1,604	\$1,424	\$1,637	\$1,671	\$1,689
	Tech Days	4.00	\$1,069	\$1,071	\$1,072	\$1,239	\$1,113	\$1,283	\$1,140	\$1,310	\$1,337	\$1,351
	Responsibility/Incentive		\$6,445	\$7,016	\$7,288	\$8,437	\$7,545	\$8,722	\$7,717	\$8,893	\$9,065	\$9,159
	TOTAL	189.00	\$56,947	\$57,598	\$57,948	\$66,968	\$60,116	\$69,345	\$61,559	\$70,788	\$72,234	\$73,016
2	Base Pay	180.00	\$48,197	\$48,380	\$49,032	\$56,339	\$51,998	\$58,202	\$53,531	\$59,467	\$61,057	\$63,336
	Contractual Days	5.00	\$1,339	\$1,344	\$1,362	\$1,565	\$1,444	\$1,617	\$1,487	\$1,652	\$1,696	\$1,759
	Tech Days	4.00	\$1,071	\$1,075	\$1,090	\$1,252	\$1,156	\$1,293	\$1,190	\$1,321	\$1,357	\$1,407
	Responsibility/Incentive		\$6,976	\$7,307	\$7,404	\$8,524	\$7,839	\$8,789	\$8,060	\$8,969	\$9,199	\$9,543
	TOTAL	189.00	\$57,583	\$58,106	\$58,888	\$67,680	\$62,437	\$69,901	\$64,268	\$71,409	\$73,309	\$76,045
3	Base Pay	180.00	\$48,296	\$48,743	\$50,566	\$56,701	\$53,956	\$58,566	\$55,664	\$59,858	\$63,136	\$65,395
	Contractual Days	5.00	\$1,342	\$1,354	\$1,405	\$1,575	\$1,499	\$1,627	\$1,546	\$1,663	\$1,754	\$1,817
	Tech Days	4.00	\$1,073	\$1,083	\$1,124	\$1,260	\$1,199	\$1,301	\$1,237	\$1,330	\$1,403	\$1,453
	Responsibility/Incentive		\$7,293	\$7,359	\$7,636	\$8,576	\$8,136	\$8,841	\$8,385	\$9,025	\$9,515	\$9,856
	TOTAL	189.00	\$58,004	\$58,539	\$60,731	\$68,112	\$64,790	\$70,335	\$66,832	\$71,876	\$75,808	\$78,521
4	Base Pay	180.00	\$48,658	\$49,107	\$51,700	\$57,066	\$55,483	\$58,930	\$57,357	\$60,223	\$64,721	\$66,948
	Contractual Days	5.00	\$1,352	\$1,364	\$1,436	\$1,585	\$1,541	\$1,637	\$1,593	\$1,673	\$1,798	\$1,860
	Tech Days	4.00	\$1,081	\$1,091	\$1,149	\$1,268	\$1,233	\$1,310	\$1,275	\$1,338	\$1,438	\$1,488
	Responsibility/Incentive		\$7,345	\$7,410	\$7,807	\$8,627	\$8,368	\$8,892	\$8,641	\$9,076	\$9,755	\$10,091
	TOTAL	189.00	\$58,436	\$58,972	\$62,092	\$68,546	\$66,625	\$70,769	\$68,866	\$72,310	\$77,712	\$80,387
5	Base Pay	180.00	\$49,023	\$50,078	\$53,168	\$57,429	\$57,353	\$59,790	\$59,394	\$61,830	\$66,702	\$68,911
	Contractual Days	5.00	\$1,362	\$1,391	\$1,477	\$1,595	\$1,593	\$1,661	\$1,650	\$1,718	\$1,853	\$1,914
	Tech Days	4.00	\$1,089	\$1,113	\$1,182	\$1,276	\$1,275	\$1,329	\$1,320	\$1,374	\$1,482	\$1,531
	Responsibility/Incentive		\$7,396	\$7,555	\$8,029	\$8,679	\$8,652	\$9,020	\$8,951	\$9,320	\$10,057	\$10,390
	TOTAL	189.00	\$58,870	\$60,137	\$63,856	\$68,979	\$68,873	\$71,800	\$71,315	\$74,242	\$80,094	\$82,746
6	Base Pay	180.00	\$49,386	\$51,063	\$54,748	\$57,914	\$59,208	\$61,626	\$61,413	\$63,830	\$68,666	\$70,863
	Contractual Days	5.00	\$1,372	\$1,418	\$1,521	\$1,609	\$1,645	\$1,712	\$1,706	\$1,773	\$1,907	\$1,968
	Tech Days	4.00	\$1,097	\$1,135	\$1,217	\$1,287	\$1,316	\$1,369	\$1,365	\$1,418	\$1,526	\$1,575
	Responsibility/Incentive		\$7,448	\$7,703	\$8,266	\$8,748	\$8,934	\$9,299	\$9,259	\$9,624	\$10,355	\$10,687
	TOTAL	189.00	\$59,303	\$61,319	\$65,752	\$69,558	\$71,103	\$74,006	\$73,743	\$76,645	\$82,454	\$85,093
7	Base Pay	180.00			\$56,693	\$59,110	\$61,572	\$63,993	\$63,947	\$66,363	\$71,205	\$73,400
	Contractual Days	5.00			\$1,575	\$1,642	\$1,710	\$1,778	\$1,776	\$1,843	\$1,978	\$2,039
	Tech Days	4.00			\$1,260	\$1,314	\$1,368	\$1,422	\$1,421	\$1,475	\$1,582	\$1,631
	Responsibility/Incentive				\$8,561	\$8,926	\$9,293	\$9,658	\$9,644	\$10,009	\$10,741	\$11,072
	TOTAL	189.00			\$68,089	\$70,992	\$73,943	\$76,851	\$76,788	\$79,690	\$85,506	\$88,142
8	Base Pay	180.00			\$58,572	\$60,993	\$63,868	\$66,283	\$66,414	\$68,825	\$73,658	\$75,854
	Contractual Days	5.00			\$1,627	\$1,694	\$1,774	\$1,841	\$1,845	\$1,912	\$2,046	\$2,107
	Tech Days	4.00			\$1,302	\$1,355	\$1,419	\$1,473	\$1,476	\$1,529	\$1,637	\$1,686
	Responsibility/Incentive				\$8,845	\$9,211	\$9,641	\$10,006	\$10,018	\$10,383	\$11,114	\$11,445
	TOTAL	189.00			\$70,346	\$73,253	\$76,702	\$79,603	\$79,753	\$82,649	\$88,455	\$91,092
9	Base Pay	180.00			\$60,520	\$62,937	\$66,231	\$68,643	\$68,944	\$71,357	\$76,191	\$78,385
	Contractual Days	5.00			\$1,681	\$1,748	\$1,840	\$1,907	\$1,915	\$1,982	\$2,116	\$2,177
	Tech Days	4.00			\$1,345	\$1,399	\$1,472	\$1,525	\$1,532	\$1,586	\$1,693	\$1,742
	Responsibility/Incentive				\$9,139	\$9,505	\$9,999	\$10,364	\$10,403	\$10,768	\$11,499	\$11,830
	TOTAL	189.00			\$72,685	\$75,589	\$79,542	\$82,439	\$82,794	\$85,693	\$91,499	\$94,134

APPENDIX A (continued)

2018-19 Certificated Instructional Staff Salary Schedule

ANNUAL

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/ Doctorate (906)
10	Base Pay	180.00			\$62,463	\$64,881	\$68,592	\$71,005	\$71,478	\$73,892	\$78,724	\$80,920
	Contractual Days	5.00			\$1,735	\$1,802	\$1,905	\$1,972	\$1,986	\$2,053	\$2,187	\$2,248
	Tech Days	4.00			\$1,388	\$1,442	\$1,524	\$1,578	\$1,588	\$1,642	\$1,749	\$1,798
	Responsibility/Incentive				\$9,433	\$9,799	\$10,358	\$10,723	\$10,788	\$11,153	\$11,884	\$12,215
	TOTAL	189.00			\$75,019	\$77,924	\$82,379	\$85,278	\$85,840	\$88,740	\$94,544	\$97,181
11	Base Pay	180.00			\$64,406	\$66,825	\$70,953	\$73,369	\$74,009	\$76,426	\$81,255	\$83,451
	Contractual Days	5.00			\$1,789	\$1,856	\$1,971	\$2,038	\$2,056	\$2,123	\$2,257	\$2,318
	Tech Days	4.00			\$1,431	\$1,485	\$1,577	\$1,630	\$1,645	\$1,698	\$1,806	\$1,854
	Responsibility/Incentive				\$9,727	\$10,092	\$10,716	\$11,081	\$11,172	\$11,538	\$12,268	\$12,600
	TOTAL	189.00			\$77,353	\$80,258	\$85,217	\$88,118	\$88,882	\$91,785	\$97,586	\$100,223
12	Base Pay	180.00			\$66,349	\$68,769	\$73,314	\$75,730	\$76,541	\$78,959	\$83,788	\$85,984
	Contractual Days	5.00			\$1,843	\$1,910	\$2,037	\$2,104	\$2,126	\$2,193	\$2,327	\$2,388
	Tech Days	4.00			\$1,474	\$1,528	\$1,629	\$1,683	\$1,701	\$1,755	\$1,862	\$1,911
	Responsibility/Incentive				\$10,021	\$10,387	\$11,075	\$11,440	\$11,557	\$11,923	\$12,653	\$12,984
	TOTAL	189.00			\$79,687	\$82,594	\$88,055	\$90,957	\$91,925	\$94,830	\$100,630	\$103,267
13	Base Pay	180.00					\$75,674	\$78,090	\$79,075	\$81,491	\$86,321	\$88,517
	Contractual Days	5.00					\$2,102	\$2,169	\$2,197	\$2,264	\$2,398	\$2,459
	Tech Days	4.00					\$1,682	\$1,735	\$1,757	\$1,811	\$1,918	\$1,967
	Responsibility/Incentive						\$11,433	\$11,798	\$11,942	\$12,308	\$13,038	\$13,369
	TOTAL	189.00					\$90,891	\$93,792	\$94,971	\$97,874	\$103,675	\$106,312
14	Base Pay	180.00					\$78,035	\$80,452	\$81,604	\$84,022	\$88,852	\$91,049
	Contractual Days	5.00					\$2,168	\$2,235	\$2,267	\$2,334	\$2,468	\$2,529
	Tech Days	4.00					\$1,734	\$1,788	\$1,813	\$1,867	\$1,974	\$2,023
	Responsibility/Incentive						\$11,791	\$12,156	\$12,327	\$12,692	\$13,423	\$13,754
	TOTAL	189.00					\$93,728	\$96,631	\$98,011	\$100,915	\$106,717	\$109,355
15	Base Pay	180.00					\$79,512	\$81,962	\$83,122	\$85,571	\$90,463	\$92,686
	Contractual Days	5.00					\$2,209	\$2,277	\$2,309	\$2,377	\$2,513	\$2,575
	Tech Days	4.00					\$1,767	\$1,821	\$1,847	\$1,902	\$2,010	\$2,060
	Responsibility/Incentive						\$12,013	\$12,384	\$12,555	\$12,925	\$13,665	\$14,001
	TOTAL	189.00					\$95,501	\$98,444	\$99,833	\$102,775	\$108,651	\$111,322

Credits referenced above are "quarter" credit hours
 The 700 Lane is restricted to grandfathered staff
 2018-19 rates include a negotiated increase of 10.5%
 Rates apply to both former CN1 and CN2 salary schedules

Lane 400=Master's degree required and additional credits above a Bachelor's up to 89.5
 Lane 600=Master's degree required and additional credits above a Bachelor's of 90 to 134.5
 Lane 800=Master's degree required and additional credits above a Bachelor's of 135 to 154.5
 Lane 900=Master's degree required and additional credits above a Bachelor's of 155+

APPENDIX A-2

2018-2019 SUBSTITUTE SALARY SCHEDULE: Certificated and Classified

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.5	Below 240 hours worked	\$26.24	\$209.92
CH1	2	30 - 59.9 days	At least 240 hours worked	\$27.43	\$219.44
CH1	3	60.0 - 89.9 days	At least 240 hours worked	\$28.64	\$229.12
CH1	4	90 or more	At least 240 hours worked	\$30.48	\$243.84

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	\$39.04	\$312.32

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked	Hourly Rate	Daily Rate	
SU1		1-59 Days	\$X	\$23.58	\$165.06
SU1		60-90 Days	\$X*1.05	\$24.75	\$173.25
SU1		91-120 Days	\$X*1.10	\$25.93	\$181.51
SU1		121+ Days	\$X*1.15	\$27.11	\$189.77

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked	Hourly Rate	Daily Rate	
SU2		1-59 Days	\$X	\$20.66	\$165.28
SU2		60-90 Days	\$X*1.05	\$21.69	\$173.52
SU2		91-120 Days	\$X*1.10	\$22.72	\$181.76
SU2		121+ Days	\$X*1.15	\$23.76	\$190.08

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	\$31.24	\$249.92

2018-2019 Rates effective 9/1/2018, include a 10.5% negotiated increase

SEATTLE PUBLIC SCHOOLS

CERTIFICATED NON-
SUPERVISORY STAFF EXTRA-
TIME HOURLY RATES
2018-19

Semi-Independent Activities - An employee instructing an in-service class; or designing and writing new curriculum; or serving as the assigned chairperson of a curriculum-type committee or project. \$37.21/Hr.

Guided Activities - An employee serving as a member of a curriculum revision committee; or instructional materials development committee; or attendance by certificated employees at certain voluntary in-service activities, including a coach's clinic. \$27.60/Hr.

Closely Supervised Activities - An employee participating in certain voluntary in-service activities; or on a textual materials review committee. \$17.92/Hr.

Required Activities - Required attendance by certificated employees for activities initiated and established by the administration or required at the building level. \$38.69/Hr.

See Combined Substitute Schedule for Sub Reimbursement Rates

Effective 9/1/2018



Responsibility/Incentive Contract

APPENDIX C

It is hereby agreed that

_____ (EMPLOYEE NAME)

_____ (EMPLOYEE ID)

Shall perform all the Responsibility the Incentive responsibilities on the Salary Schedule, pursuant to Article II, Section B., term of the SPS/SEA Collective Bargaining Agreement during the school year. This includes work on five contractual days and the responsibilities associated with pursuant to Article IV, Section D, Professional Responsibility Compensation. You shall be compensated as indicated below in conformance with district supplemental compensation practice, pro-rated by FTE assignment:

Supplemental Assignment: _____

Department: _____

FTE: _____

School Year: _____

Effective Date: _____

The terms and conditions of this contract shall be prorated based on current assignment's full time equivalency.

Each employee is responsible for maintaining a personal record of work in case the state auditor requests verification of having met the responsibility contract. This record is not submitted to the district.

This is a one-year, non-continuing contract in accordance with RCW 28A.405.

The District reserves the right to void, cancel, rescind and/or nullify this contract if it discovers that this contract was issued or offered to the Employee in error or on account of fraud or mistake or duress or any other reason allowed by law.

By signing this contract the District Employee agrees to all its terms and conditions. The Employee must return one signed copy of this contract to the Human Resources Department within two weeks of the date of issue. Failure to do so will be considered a waiver of right to receive compensation.

In Witness, whereof, we have hereunto subscribed our names this _____ day of _____.

BOARD SECRETARY

EMPLOYEE

APPENDIX D

Certificated Non-Supervisory Employee's Supplemental Contract Extra Days and Additional Services

EMPLOYEE:

Date:

Pursuant to RCW 28A.400.200(4), The Board of Directors of the Seattle Public Schools (SPS herein) and the employee whose name appears above (Employee herein) agree that the Employee shall be authorized to, in addition to the duties and services under the Employee's Employment and TRI Contracts, perform the following assigned additional days and duties in the Seattle Public Schools during the 2010-11 fiscal year:

Pursuant to Article IV, Section E.8.f, middle and secondary school Employees may be assigned additional hours or days at the per diem rate of pay.

Pursuant to Article IV, Section E.8.g, Employee shall be eligible to perform additional hours or days of service at Employee's per diem rate of pay as assigned by SPS.

Pursuant to Article IX, Section G.4 and 5 of the CBA between SPS and SEA, Employee may be reimbursed for additional duties performed when a substitute is unavailable and class coverage is required, depending on the building's reimbursement plan.

Pursuant to Article IX, Sections K.4 and M.6 of the CBA between SPS and SEA, FTE secondary counselors and FTE librarians shall perform additional hours or days of service at Employee's per diem rate of pay. Pursuant to Appendix F nurses may be assigned additional days at the per diem rate prior to the start of the school year.

Pursuant to Appendix D of the CBA between SPS and SEA, Employee shall be eligible to receive the agreed upon Extra-Time Hourly Rates of pay appropriate to extra-hourly work performed.

Pursuant to Appendix F of the CBA between SPS and SEA, Employee shall be eligible to receive the agreed on rate of pay for the performance of the assigned duties enumerated in that Appendix, specifically extra duty, department chair and hourly work.

The District reserves the right to void, cancel, rescind and/or nullify this contract if it discovers that this contract was issued or offered to the Employee in error or on account of fraud or mistake or duress or any other reason allowed by law.

Pursuant to the provisions of RCW28A.405.240, this contract is not subject to the continuing contract provisions of Title 28A RCE, is not for provision of services that are part of SPS's basic education program, and shall automatically terminate at the end of the school year identified above, subject to the provisions of Article IV, Section E.5 of the CBA between SPS and SEA.

By signing this contract the Employee and SPS agree to its terms. The Employee must return one signed copy of this contract to the Human Resources Department within two weeks of date of issue. Failure to do so will be considered rejection of this contract and waiver of eligibility of employment for extra days and additional services by SPS.

In Witness, whereof, we have hereunto subscribed our names this _____ (day) of _____ (month).

BOARD SECRETARY

EMPLOYEE

APPENDIX E

CERTIFICATED NON-SUPERVISORY SPECIAL & SUPPLEMENTAL ASSIGNMENTS COMPENSATION SCHEDULE 2018-2019

When an activity or program is not offered, due to insufficient participation, reorganization or financial reasons, the stipend will not be provided.

Athletic Coaches

INTRAMURALS ELEM	\$2,295.77
INTRAMURALS SEC	\$2,415.14

Curricular (discretionary)

BUILDING LEADERSHIP TEAM	\$3,622.51
DEPT HEAD I: 30 or more classes or 7 or more FTE's	\$3,477.58
DEPT HEAD II: 16-29 classes or 4-6 FTE's	\$2,909.82
DEPT HEAD III: 6-15 classes or 2-3 FTE's	\$2,496.89
DEPT HEAD IV: 1-5 classes or 0.2-1 FTE	\$1,622.66
Note: The ELL Dept. Head stipend amount is based on the number of adults (Classified and Certificated) working in the ELL Program at the School, not FTE.	
ELEM CURRICULUM	\$1,833.42
ELEM INSTRUCTION	\$1,833.42
ELEM MUSIC (CHORAL)	\$1,068.87
EQUITY TEAM	\$2,500.00
INSTRUCTIONAL LIAISON	\$1,833.42
SUBJ MATT SPEC 1	\$2,071.07
SUBJ MATT SPEC II	\$1,665.67
SUBJ MATT SPEC III	\$1,410.82
SUBJ MATT SPEC IV	\$1,306.51
TEAM LEADER I: 7 or more FTE's	\$3,477.58
TEAM LEADER II: 4-6 FTE's	\$2,909.82
TEAM LEADER III: 2-3 FTE's	\$2,496.89
TEAM LEADER IV: 0.2-1 FTE	\$1,622.66
Educational Tech Leader I (Elem Level)	\$1,833.42
Educational Tech Leader I (Sec Level)	\$2,071.07
Chemical Hygiene Officer I	\$1,398.99
Chemical Hygiene Officer II	\$1,165.65
Chemical Hygiene Officer III	\$874.24
Level 1 School	\$2,000.00
Demonstration Teacher	\$2,575.00
Mentor Teacher	\$3,605.00
Master Teacher	\$5,356.00
Teacher Advisory Council	\$1,030.00
Teen Truancy Board Advisor	\$2,060.00

Curricular (associated to job code)

HEAD COUNSELOR	\$3,093.70
SVCS CONSULT I <i>(Headstart and Interagency are currently using this stipend)</i>	\$1,622.66
SVCS CONSULT II <i>(Headstart and Interagency are currently using this stipend)</i>	\$3,477.58
SVCS CONSULT III <i>(Headstart and Interagency are currently using this stipend)</i>	\$5,224.98

Curricular (assigned to job code - Mandatory)

Activity Coordinator (15001036)	\$6,294.92
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Advanced Learning Consulting Teacher (15001037)	\$6,294.92
Assessment Development Specialist (15023005)	\$7,096.08
Assessment Testing Support Specialist (15001038)	\$3,477.58
Career Ladder Professional Development Specialist (15020958)	\$7,095.67
Consulting Teacher (15001826) (15001266) (15020151)	\$6,294.92
Coordinator, College & Career Readiness (15020758)	\$6,294.92
Counselor Special Assignment (15022830)	\$3,093.71
Curriculum Specialist (15001430)	\$6,294.95
Dean of Students (15001438)	\$3,477.58
Early Childhood Literacy Specialist (15001276)	\$6,294.92
Early Learning Professional Dev School Coach (15020803)	\$6,294.92
Equity & Race Relations Specialist (15001762)	\$6,294.92
Evaluation Support Consulting Teacher (15020885)	\$7,096.04
Head Teacher I (15001689)	\$3,477.58
High School Specialist (15001761)	\$6,294.92
House Administrator (15001700)	\$3,477.58
Evaluation Support Consulting Teacher (15020885)	\$6,294.92
Instructional Services School Coach (15001817; 1818, 1819)	\$6,295.36
Instructional Services Music Coach (15001824)	\$6,295.36
Instructional Technology Support/Resource Teacher (15001702)	\$6,294.92
Native American Education Intervention Coordinator (150208280)	\$6,294.95
Prevention Intervention Support Consultant (15023004)	\$6,295.36
Reading First Coach (15001785)	\$1,833.42
School-Based Prof Dev School Coach (15001765)	\$1,833.40
School Nurse Coordinator (15023032)	\$7,095.67
School to Work Specialist (15001802)	\$6,294.92
SPED Early Childhood Specialist (15023112)	\$6,299.64
SPED Private Schools Program Specialist (15023115)	\$6,299.64
SPED Program Specialist (15023111)	\$6,299.64
STAR Mentor (15001834)	\$7,096.04
Teacher-Science/Resource (15001201)	\$3,477.58

Professional Certificates

Professional Certificates (ESA)	\$1,500.00
National Standards Certificate Bonus	\$5,090.00

Extra Curricular (Discretionary)

ANNUAL	\$2,373.23
BUILDING COORDINATOR ATHLETICS	\$1,744.82
DEBATE	\$1,321.57
ELEM RECREATIONAL	\$1,768.26
ELEM SCH/HOME/COMM COORD	\$1,768.26
NEWSPAPER	\$2,373.45
SAFETY PATROL	\$1,257.16
SR CLASS ADVISOR	\$1,422.54
STOCKROOM	\$2,248.71
BAND, CHORAL, DRAMA, ORCHESTRA (Secondary Schools with > 1500 students)	\$10,623.42
BAND, CHORAL, DRAMA, ORCHESTRA (Secondary Schools with < 1500 students)	\$6,779.46

Summary of Additional Days Assignments and Substitute Days:

Some special assignments involve additional days beyond contracted service. Such days are compensated at the daily per diem rate of contract salary for additional days served. (Article IV, Section E.9.g.)

Per Diem Days: Each Secondary and Middle School shall be allotted twenty-five (25) days (Article IV, Section E.9.f)

Each Secondary School shall be allotted five (5) days for each full-time equivalent Counselor at per diem pay (Article IX, Section K.3)

Each Secondary Counselor will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities. (Article IX, Section K.4)

Each Librarian shall be provided with five (5) days at per diem pay per school (Article IX, Section M.6)

Data processing Days: 180 day pool for use by Middle and Secondary Schools.

School Nurses are allocated a pool equivalent to five per diem days per site. See Article IV, Section E.9.h.

Substitute Days: Secondary and Middle Schools shall have available substitute days for the purpose of releasing department heads, team leaders and other employees on the basis of one (1) day for every three (3) non-supervisory certificated employees (Article IV, Section E.9.h)

Effective 9/1/2018

DRAFT

APPENDIX F

School Year Calendar 2018-19											
180 Day, Certificated Non-Supervisory (SAP Calendar U1)											
					Days Paid						Days Paid
Mon	Tue	Wed	Thu	Fri		Mon	Tue	Wed	Thu	Fri	
July 2018						January 2019					
2	3	4	5	6	0		#1	[2]	[3]	[4]	17
9	10	11	12	13		7	8	9	10	11	
16	17	18	19	20		14	15	16	17	18	
23	24	25	26	27		#21	22	23	24	25	
30	31					28	29	>30	31		
August 2018						February 2019					
		1	2	3	0					1	15
6	7	8	9	10		4	5	6	7	8	
13	14	15	16	17		11	12	13	14	15	
20	21	22	23	24		#18	[19]	[20]	[21]	[22]	
27	Tb28	Tb29	Td30	31		25	26	27	28		
September 2018						March 2019					
#3	Tb4	S5	6	7	18					1	21
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28		18	19	20	21	22	
						25	26	27	28	29	
October 2018						April 2019					
1	2	3	4	5	22	1	2	3	4	5	17
8	9	10	11	Tb12		[8]	[9]	[10]	[11]	[12]	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26		22	23	24	25	26	
29	30	31				29	30				
November 2018						May 2019					
			1	2	19			1	2	3	22
5	6	7	8	9		6	7	8	9	10	
#12	13	14	15	16		13	14	15	16	17	
19	20	21	#22	#23		20	21	22	23	24	
26	27	28	29	30		#27	28	29	30	31	
December 2018						June 2019					
3	4	5	6	7	15						14
10	11	12	13	14		3	4	5	6	7	
17	18	19	20	21		10	11	12	13	14	
#24	#25	[26]	[27]	[28]		17	18	19	S20	21	
#31						24	25	26	27	28	
Day Calendar Begins 9/5/2018 & Ends 6/20/2019						July 2019					
KEY: # = Holidays – Not Paid [] = Vacation Days – Not Paid > = Non Work Day – Not Paid T = District TRI day – Paid under TRI contract (d = District Directed; b = Building Directed) S = Students Begin 9/5/2018 & End 6/20/2019						1	2	3	4	5	0
					8	9	10	11	12		
					15	16	17	18	19		
					22	23	24	25	26		
					29	30	31				
						August 2019					
								1	2	0	
						5	6	7	8		9
						12	13	14	15		16
						19	20	21	22		23
						26	27	28	29		30

APPENDIX G

TEACHERS' RESPONSIBILITIES

Chapter 180-44 WAC

WAC 180-44-005 Regulatory Provisions Relating to RCW 28A.305.130(6) and RCW 28A.600.010.

Pursuant to authority vested in the State Board of Education under provisions of RCW 28A.305.130(6) and RCW 28A.600.010 to prescribe rules and regulations for the government of the common schools, pupils and teachers, the State Board of Education hereby adopts rules and regulations provided in WAC 180-44-007 through 180-44-060 relating to teachers. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-1.)

WAC 180-44-007 Application.

The rules and regulations provided for in WAC 180-44-010 through 180-44-060 shall be applicable to all teachers and other certificated personnel of grades kindergarten through twelve of the common schools. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-2.)

WAC 180-44-010 Responsibilities Related to Instruction.

- (1) It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school, SPS, the State Superintendent of Public Instruction, and the State Board of Education, maintaining and rendering the appropriate records and reports.
- (2) Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into due consideration individual differences among pupils, PROVIDED, that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.
- (3) Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the designated school administrator.
- (4) Teachers are required to make due preparation daily for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school service as may be required by the principal, Superintendent or Board of Directors. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-20.)

WAC 180-44-020 Responsibilities Related to Discipline of Pupils.

- (1) Teachers shall maintain good order and discipline in their classrooms at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal. (Filed 6/1/77, Order 7-77; Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-21.)

WAC 180-44-040 Classroom - Physical Environment.

Every teacher shall give careful attention to the maintenance of a healthful atmosphere in the classroom, reporting to the principal or his designated representative any shortcomings in lighting, heating or ventilation. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-22.)

WAC 180-44-050 School Day as Related to the Teacher.

Teachers and other certificated personnel are required to be at their respective schools for the benefit of pupils and patrons at least thirty minutes before the opening of school in the morning and at least thirty minutes after the closing of school in the afternoon. This requirement may be waived by the State as part of a plan for professional development or school reform. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-24.)

WAC 180-44-060 Drugs and Alcohol - Use of as cause for dismissal.

Use by any certificated person of habit-forming drugs, without pharmaceutical prescription by a duly licensed practitioner of medicine and/or dentistry licensed doctor of medicine, or any unauthorized use of alcoholic beverage on school premises, or at a school-sponsored activity off the school premises, shall constitute sufficient cause for dismissal or non-renewal of contract. (Filed 6/1/77, Order 7-77; Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-24.)

APPENDIX H

Danielson’s Framework for Teaching Rubrics by Washington State Criteria For Use in the 2015-18 School Year – Version 1.1

Criterion 1: Centering instruction on high expectations for student achievement.			
2b: Establishing a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students. The teacher conveys that with hard work students can be successful. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.
3a: Communicating with Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher’s explanation of the content contains major errors. The teacher’s spoken or written language contains errors of grammar or syntax. The teacher’s vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	The teacher’s attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher’s explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. The teacher’s explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher’s spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students’ ages.	The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly. Teacher’s explanation of content is well scaffolded, clear and accurate, and connects with students’ knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher’s spoken and written language is clear and correct and uses vocabulary appropriate to the students’ ages and interests.	The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher’s explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students’ interests. Students contribute to extending the content and help explain concepts to their classmates. The teacher’s spoken and written language is expressive, and the teacher finds opportunities to extend students’ vocabularies.
3c: Engaging Students in Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses. The pace of the lesson is too slow or too rushed. Few students are intellectually engaged or interested.	The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.

Criterion 2: Demonstrating effective teaching practices.

3b: Using Questioning and Discussion Techniques

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

4a: Reflecting on Teaching

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

1b: Demonstrating Knowledge of Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	<p>Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.</p>

3e: Demonstrating Flexibility and Responsiveness

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs

Student Growth 3.1: *Establish Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 3.2: *Achievement of Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

1a: *Demonstrating Knowledge of Content and Pedagogy*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
In planning and practice, teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.	Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

1c: *Setting Instructional Outcomes*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline. Outcomes are stated as activities rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.	Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.

1d: *Demonstrating Knowledge of Resources*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for	Teacher displays awareness of resources - not only through the school and district but also through sources external to the school and on the Internet -	Teacher displays extensive knowledge of resources - not only through the school and district but also in the community, through professional organizations and universities, and on the Internet -

	students, but no knowledge of resources available more broadly.	available for classroom use, for the expansion of his or her own knowledge, and for students.	for classroom use, for the expansion of his or her own knowledge, and for students.
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1e: Designing Coherent Instruction

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners.</p> <p>Instructional groups are varied appropriately with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>

Criterion 5: Fostering and managing a safe, positive learning environment.

2a: Creating an Environment of Respect and Rapport

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels.</p> <p>Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results.</p> <p>The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students.</p> <p>The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class.</p> <p>The net result of interactions is that of connections with students as individuals.</p>

2c: Managing Classroom Procedures

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>

2d: Managing Student Behavior

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p>

Response to students' misbehavior is repressive or disrespectful of student dignity.	behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.	Teachers' monitoring of student behavior is subtle and preventive. Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
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2e: Organizing Physical Space

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
The physical environment is unsafe, or many students don't have access to learning resources. There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.	The classroom is safe, and essential learning is accessible to most students. The teacher's use of physical resources, including computer technology, is moderately effective. Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and learning is accessible to all students, including those with special needs. Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.

Criterion 6: : Using multiple student data elements to modify instruction and improve student learning

1f: Designing Student Assessments

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards. Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.	Some of the instructional outcomes are assessed through the proposed approach, but others are not. Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well developed strategy for using formative assessment and has designed particular approaches to be used. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.

3d: Using Assessment in Instruction

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self assessment.	Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning. Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning. Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.

4b: Maintaining Accurate Records

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher's system for maintaining information on student completion of assignments and student	Teacher's system for maintaining information on student completion of assignments and student progress in learning is	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and	Teacher's system for maintaining information on student completion of assignments, student progress

progress in learning is nonexistent or in disarray. Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	rudimentary and only partially effective. Teacher's records for non-instructional activities are adequate but require frequent monitoring to avoid errors.	non-instructional records is fully effective.	in learning, and non-instructional records is fully effective. Students contribute information and participate in maintaining the records.
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Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning

Student Growth 6.1: Establish Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 6.2: Achievement of Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 7: Communicating and collaborating with parents and the school community.

4c: Communicating with Families

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher communication with families - about the instructional program, about individual students - is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program. Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher's efforts to engage families in the instructional program are frequent and successful.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

4d: Participating in a Professional Community

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. Teacher avoids becoming involved in school events or school and district projects.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school's culture of professional inquiry when invited to do so. Teacher participates in school events and school and district projects when specifically asked to do so.	Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.

4e: Growing and Developing Professionally

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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Teacher engages in no professional development activities to enhance knowledge or skill. Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher participates in professional activities to a limited extent when they are convenient. Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues. Teacher finds limited ways to contribute to the profession.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Teacher welcomes feedback from colleagues - either when made by supervisors or when opportunities arise through professional collaboration. Teacher participates actively in assisting other educators.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.
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4f: Showing Professionalism

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.	Teacher is honest in interactions with colleagues, students, and the public. Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school. Teacher's decisions and recommendations are based on limited but genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision making. Teacher complies fully with school and district regulations.	Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school. Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Student Growth 8.1: Establish Team Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: <i>Establish Student Growth Goal(s)</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 3.2: <i>Achievement of Student Growth Goal(s)</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: <i>Establish Student Growth Goal(s)</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.

Student Growth 6.2: Achievement of Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Student Growth 8.1: Establish Team Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

Seattle Public Schools Certificated Teacher Classroom Observation Form - Comprehensive

APPENDIX J



Employee Name	Emp. ID	Evaluator Name	School	
Date (enter at right)	0/0/0000	Start and End Time	START TIME	END TIME
		Duration of Observation (minutes)	DURATION	

Criteria	Evidence
2b: Establishing a culture for Learning 3a: Communicating with Students 3c: Engaging Students in Learning	
C1: Centering instruction on high expectations for student achievement	Evidence:
3b: Using Questioning and Discussion Techniques	
C2: Demonstrating effective teaching practice	Evidence:
*Note: Evidence for 4a: Reflecting on Teaching is not collected during a classroom observation.	
3e: Demonstrating Flexibility and Responsiveness	

<p>C3: Recognizing individual student learning needs and developing strategies to address those needs</p>	<p>Evidence:</p> <p>* Note: Evidence for 1b: Demonstrating Knowledge of Students is not collected during a classroom observation.</p>
<p>1a: Demonstrating Knowledge of Content and Pedagogy 1c: Setting Instructional Outcomes 1d: Demonstrating Knowledge of Resources 1e: Designing Coherent Instruction</p>	
<p>C4: Providing clear and intentional focus on subject matter content and curriculum</p>	<p>Evidence for C4 is not collected during classroom observations.</p>
<p>2a: Creating an Environment of Respect and Rapport 2c: Managing Classroom Procedures 2d: Managing Student Behavior 2e: Organizing Physical Space</p>	
<p>C5: Fostering and managing a safe, positive learning environment</p>	<p>Evidence:</p>

| 3d: Using Assessment in Instruction | 4b: Maintaining Accurate Records

C6: Using multiple student data elements to modify instruction and improve student learning

Evidence:

* Note: 1f: Designing Student Assessments is not collected during a classroom observation.

4c: Communicating with Families

**C7:
Communicating and collaborating with parents and the school community**

Evidence for C7 is not collected during classroom observations.

4d: Participating in a Professional Community | 4e: Growing and Developing Professionally | 4f: Showing Professionalism

C8: Exhibiting collaborative and collegial practices focused on improving

Evidence for C8 is not collected during classroom observations.

instructional practice and student learning	
---	--

Date of Pre-Conference		Date of Post-Conference		
------------------------	--	-------------------------	--	--

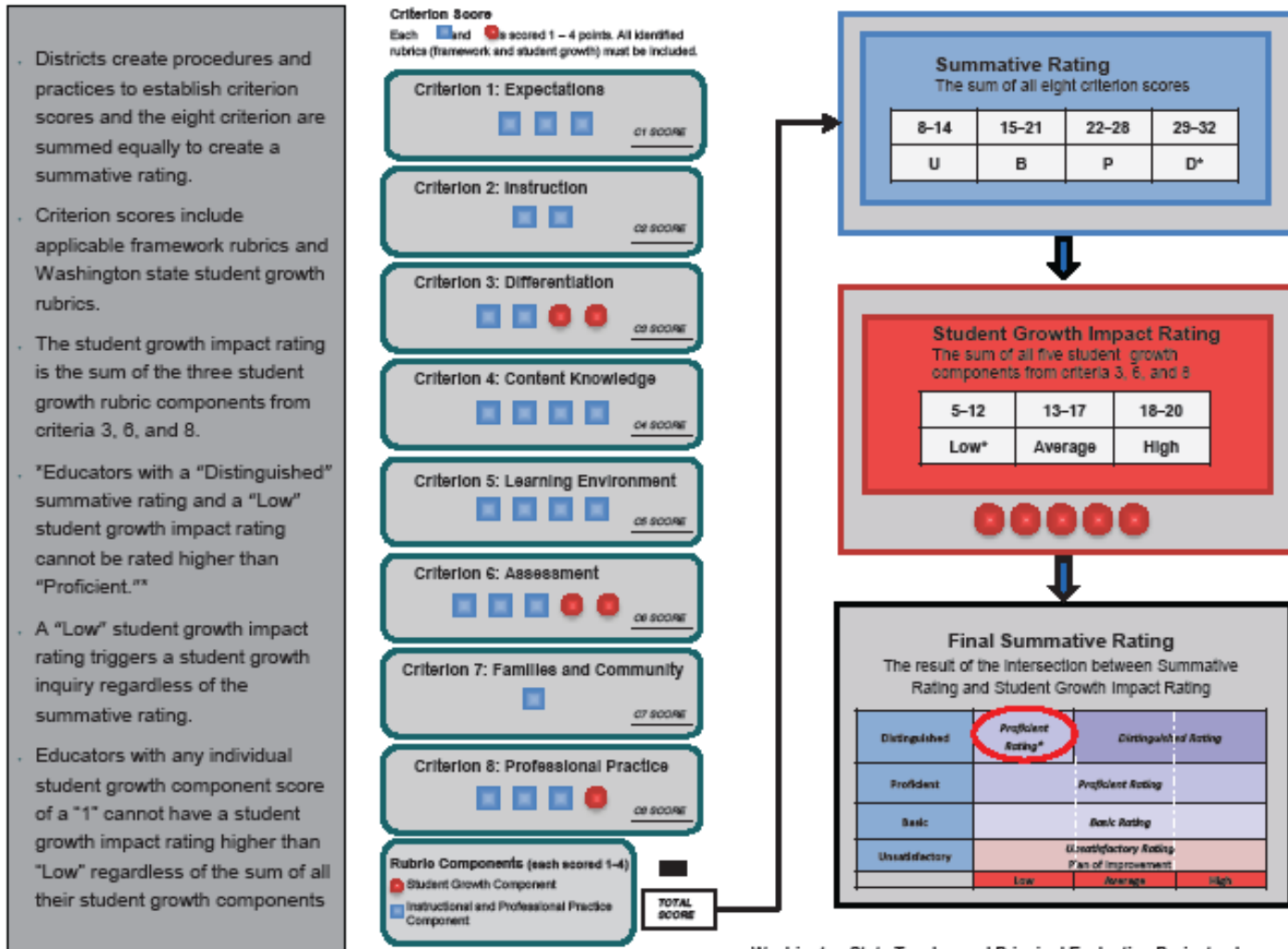
Summary of Pre/Post Conference (If occurred)

Strategies for Next Steps

Employee Acknowledgement & Signatures (Employee Signature is Only an Indication of Receipt)	
--	--

Evaluator Signature		Date
Employee Signature		Date


Comprehensive Evaluation – Danielson – Certificated Classroom Teacher



Washington State Teacher and Principal Evaluation Project – January 2015

Focused Evaluation – Danielson – Certificated Classroom Teacher

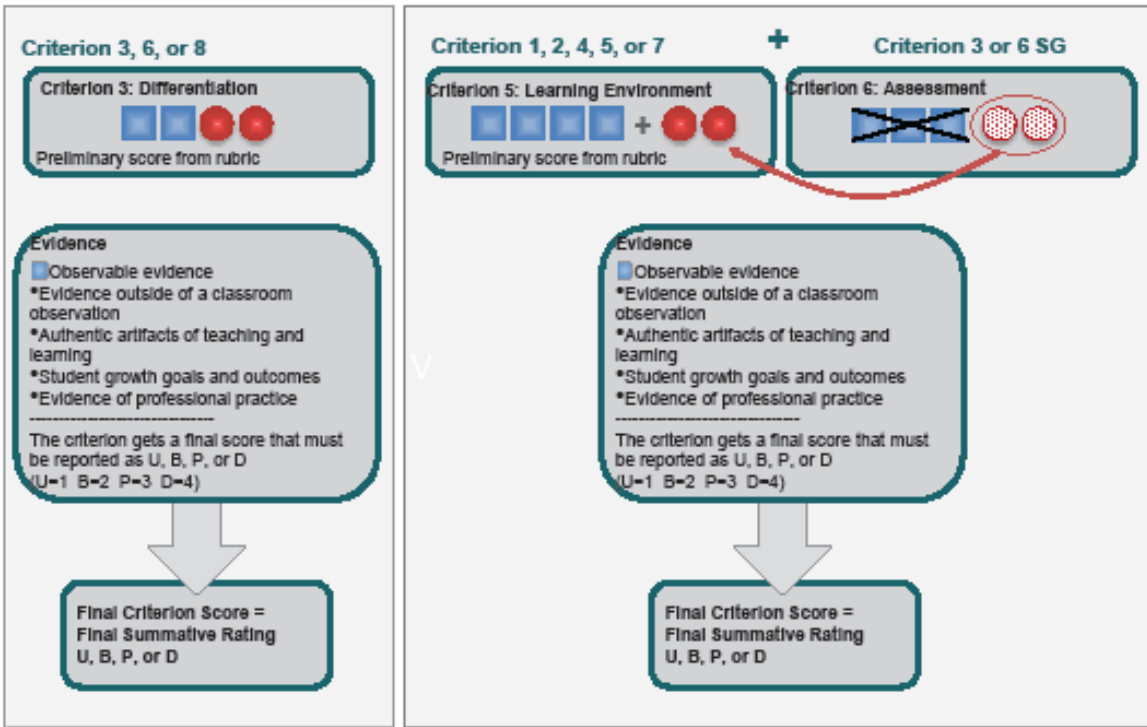
- The Focused Evaluation is meant for Proficient and Distinguished educators.
- One of the eight criteria must be assessed in every year that a comprehensive evaluation is not required.
- Districts create procedures and practices to establish criterion scores.
- Criterion scores include applicable framework rubrics and Washington state student growth rubrics.
- If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics.
- If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use student growth rubrics from criterion 3 or 6.
- The Final Criterion Score is the Final Summative Score.

Criterion Score
Each  and  is scored 1 – 4 points. All identified rubrics (framework and student growth) must be included.

Rubric Components (each scored 1-4)
 Student Growth Component
 Instructional and Professional Practice Component

Choose...

Or...



Washington State Teacher and Principal Evaluation Project – January 2015

Professional Growth Support Document

Teacher

Evaluator

Section 1: Growth Goals

Criterion 1: Centering instruction on high expectations for student achievement

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •

Criterion 2: Demonstrating effective teaching practices

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •

Criterion 5: Fostering and managing a safe, positive learning environment

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •

Criterion 6: Using multiple student data elements to modify instruction and improve student learning

Areas for Growth	Evidence of Growth

• • •	• • •
-------------	-------------

Criterion 7: Communicating and collaborating with parents and the school community

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

Areas for Growth	Evidence of Growth
• • •	• • •

Section 2: Resources and Supports Available

Possible Examples:

- PD available
- Support teachers/CLT/ coaches
- Readings
- Templates

Section 3: Documented Growth*
(to be completed for each progress meeting)

Meeting Date:

- -
 -
-

Meeting Date:

- -
 -
-

Meeting Date:

-
-
-

*Additional sections and bullet points should be added as needed.

PERFORMANCE IMPROVEMENT PLAN

APPENDIX L-2



SEATTLE
PUBLIC
SCHOOLS

Name _____ Position/Title/Assignment _____

Evaluator _____ Date plan was initiated and Timeframe for Plan _____

Periodic Review of Progress

Resources and Supports Available:		

Evaluation Component for Improvement	Performance Measures of Focus	Artifacts & Evidence of Progress	Possible Strategies	Benchmark Dates
Criterion 1: Centering instruction on high expectations for student achievement				
Component 2b: Establishing a Culture for learning - NA	This component is not an area of concern.			
Component 3a: Communicating with Students	This component is not an area of concern.			
Component 3c: Engaging Students in Learning	This component is not an area of concern.			

Criterion 2: Demonstrating effective teaching practices				
Component 3b: Using Questioning and Discussion Techniques	This component is not an area of concern.			
Component 4a: Reflecting on Teaching	This component is not an area of concern.			
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs				
Component 1b: Demonstrating Knowledge of Students	This component is not an area of concern.			
Component 3e: Demonstrating Flexibility and Responsiveness	This component is not an area of concern.			
Student Growth 3.1: Establish Student Growth Goal(s)	This component is not an area of concern.			
Student Growth 3.2: Achievement of Student Growth Goal(s)	This component is not an area of concern.			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum				

Component 1a: Demonstrating Knowledge of Content and Pedagogy	This component is not an area of concern.			
Component 1c: Setting Instructional Outcomes	This component is not an area of concern.			
Component 1d: Demonstrating Knowledge of Resources	This component is not an area of concern.			
Component 1e: Designing Coherent Instruction	This component is not an area of concern.			
Criterion 5: Fostering and managing a safe, positive learning environment				
Component 2a: Creating an Environment of Respect and Rapport	This component is not an area of concern.			
Component 2c: Managing Classroom Procedures	This component is not an area of concern.			
Component 2d: Managing Student Behavior	This component is not an area of concern.			
Component 2e: Organizing Physical Space	This component is not an area of concern.			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning				

Component 1f: Designing Student Assessments	This component is not an area of concern.			
Component 3d: Using Assessment in Instruction	This component is not an area of concern.			
Component 4b: Maintaining Accurate Records	This component is not an area of concern.			
Student Growth 6.1: Establish Student Growth Goal(s)	This component is not an area of concern.			
Student Growth 6.2: Achievement of Student Growth Goal(s)	This component is not an area of concern.			
Criterion 7: Communicating and collaborating with parents and the school community				
Component 4c: Communicating with Families	This component is not an area of concern.			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
Student Growth 8.1: Establish Team Student Growth Goal(s)	This component is not an area of concern.			
Component 4d: Participating in a Professional Community	This component is not an area of concern.			

Component 4e: Growing and Developing Professionally	This component is not an area of concern.			
Component 4f: Showing Professionalism	This component is not an area of concern.			

Outcome of Plan / Next Steps

This Performance Improvement Plan Successfully Unsuccessfully Plan will continue and be extended until _____ has been completed (check one) :

Comments of Evaluator:	Comments of Employee:
------------------------	-----------------------

Signature of Employee

Date

Teacher

Evaluator

Section 1: Growth Goals

Domain 1: Planning and Preparation

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••

Domain 2: The Environment

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••

Domain 3: Delivery of Service

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••

Domain 4: Professional Responsibilities

Areas for Growth	Evidence of Growth
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••

Section 2: Resources and Supports Available

Possible Examples:

- PD available
- Support teachers/CLT/ coaches
- Readings
- Templates

Section 3: Documented Growth*
(to be completed for each progress meeting)

Meeting Date:

- -
 -
-

Meeting Date:

- -
 -
-

Meeting Date:

-
-
-

*Additional sections and bullet points should be added as needed.

PERFORMANCE IMPROVEMENT PLAN - ESA

APPENDIX M-2

Name Position/Title/Assignment

Evaluator Date plan was initiated and Timeframe for Plan

Periodic Review of Progress 00/00/0000 [] [] [] []

Resources and Supports Available:		

Evaluation Component for Improvement	Performance Measures of Focus	Artifacts & Evidence of Progress	Possible Strategies	Benchmark Dates
Domain 1: Planning and Preparation				
Component 1a	This component is not an area of concern.			
Component 1b	This component is not an area of concern.			

Component 1c	This component is not an area of concern.			
Component 1d	This component is not an area of concern.			
Component 1e	This component is not an area of concern.			
Component 1f	This component is not an area of concern.			
Domain 2: The Environment				
Component 2a	This component is not an area of concern.			
Component 2b	This component is not an area of concern.			
Component 2c	This component is not an area of concern.			
Component 2d	This component is not an area of concern.			
Component 2e	This component is not an area of concern.			
Domain 3: Delivery of Service				

Component 3a	This component is not an area of concern.			
Component 3b	This component is not an area of concern.			
Component 3c	This component is not an area of concern.			
Component 3d	This component is not an area of concern.			
Component 3e	This component is not an area of concern.			
Domain 4: Professional Responsibilities				
Component 4a	This component is not an area of concern.			
Component 4b	This component is not an area of concern.			
Component 4c	This component is not an area of concern.			
Component 4d	This component is not an area of concern.			

Component 4e	This component is not an area of concern.			
Component 4f	This component is not an area of concern.			

Outcome of Plan / Next Steps

This Performance Improvement Plan Successfully Unsuccessfully Plan will continue and be extended until _____ has been completed (check one) :

Comments of Evaluator:	Comments of Employee:
------------------------	-----------------------

Signature of Employee

Date

Signature of Administrator

Date

Performance Schedule for Teachers on Provisional Contracts

State Scale		Total Years of Teaching Experience (within or outside SPS)			
		1 Year	2 Years	3 Years	4+ years
<i>Unsatisfactory</i>	Summative Score				
	8	8			
	9	9			
	10	10			
	11	11			
	12	12			
	13	13			
	14	14			
<i>Basic</i>	15	15			
	16	16			
	17	17			
	18	18	18		
	19	19			
	20	20		20	
<i>Proficient</i>	21	21			
	22	22		22	
	23	23			
	24	24			
	25	25			
	26	26			
	27	27			
<i>Distinguished</i>	28	28			
	29	29			
	30	30			
	31	31			
	32	32			

Color Key
<i>Does Not Meet Minimum Expectations</i>
<i>Meets Minimum Expectations</i>

GUIDELINES FOR EVALUATION OF SUBSTITUTE TEACHERS

Substitutes may be evaluated by the building principal, program manager, or assigned administrator.

1. Upon completion of a substitute assignment of three (3) weeks or more and at the request of the employee, the building principal, program manager, or assigned administrator will complete an evaluation (see Appendix L for form) and provide a copy to the employee and send a copy to the employee's personnel file.
2. In the event that an evaluator believes there may be cause to submit an unsatisfactory performance evaluation, the following procedure shall be implemented:
 - a) The evaluator or designee shall make a reasonable effort to contact the substitute within ten (10) working days of the assignment and specify the concern(s) that led to the unsatisfactory rating. In the event the substitute is barred from the building, the principal/program manager or assigned administrator must notify the substitute within ten (10) working days of the assignment.
 - b) All comments and observations used in the evaluation will be documented and made available for review by the substitute upon request.
 - c) The employee may request a conference to review the concern(s), and the conference will be granted by the evaluator.
 - d) The employee may respond in writing to the concern(s), and that response shall be attached to the evaluation in the permanent file.
 - e) If, as a result of investigation and conference with the employee, the evaluator determines that an unsatisfactory evaluation is not appropriate, the unsatisfactory evaluation will be removed from the file.
 - f) If the unsatisfactory evaluation is accompanied by a request to bar the employee from a building, the employee shall have a right to appeal such action to the Executive Director of Human Resources, or his/her designee.
 - g) This procedure does not preclude the substitute's right to exercise the existing grievance procedure.
3. Employees will receive copies of all evaluations as they are completed.
4. Nothing in this Appendix shall add to or detract from other existing contractual and/or statutory rights.

APPENDIX P

SUBSTITUTE EVALUATION FORM

SUBSTITUTE _____ SCHOOL _____
GRADE/SUBJECT _____ DATE(S) _____
Evaluator (please print): _____

In each of the categories below, all questions shall be answered yes or no except in cases where substitutes are not in classroom situations, then check N/A for not applicable, such as:

	Yes	No	N/A
A. Building Support			
Was assigned in his/her endorsement and grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were lesson plans provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was substitute folder provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were materials, supplies, etc., provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were school policies regarding student behavior posted or otherwise provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was there direct classroom observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Instructional Skill			
Presented subject matter clearly and concisely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvised lessons in absence of formal lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clear instructions and checked for student understanding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to motivate students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Classroom Management			
Handled student discipline/attendance problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintained an environment of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Professional Responsibility			
Followed lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Left written summary of lessons taught	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adhered to starting/departure schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exercised discretion and appropriate use of language	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Satisfactory Unsatisfactory

Evaluator Comments: _____

Substitute Teacher Comments (Optional): _____

(The substitute teacher's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report.)

Signature of Substitute Date Signature/Title of Evaluator Date

BEST PRACTICE FOR SUBSTITUTE TEACHERS

Schools and substitute teachers will work in concert to provide the highest level of educational services to students. A climate of respect, congeniality, safety, professionalism, and appreciation is expected in each school. It is the responsibility of the principal to promote and ensure that students, schools, and substitute teacher have a successful educational experience. The Seattle Public Schools is committed to providing substitute teachers with reasonable written instructions and a positive school climate in which to work. To this end, the principal will periodically check substitute teacher plans to assure they are current.

The school/principal will assign staff to officially greet and welcome substitute teachers and to ensure that the following needs are met:

- Assist during check in/check out
- Provide necessary keys
- Give directions to classroom assignment or provide escort
- Provide class list (s)
- Maintain a file of emergency lesson plans for each grade/class
- Give copies of any special schedules for the day
- Provide copies of all emergency drills, security and safety procedures, master schedules and supervisory duty rosters, maps of the building & the like
- Provide a staff identity badge
- Provide procedures for visitors in the building
- Give directions for picking up necessary materials such as attendance sheets, daily bulletins, etc.
- Give the location of the staff lounge/telephone
- Notify regular school staff of absences and names of substitute teachers through daily bulletins, postings in teachers' mailbox area, or announcements, etc.
- Complete and submit to the Coordinator of Substitutive Teaching an evaluation of substitute teachers when requested by the substitute teacher per the Guidelines for Evaluation of Substitute Teachers - see *Appendix Blank*.
- Establish systematic support for helping substitute teachers with lesson plans

Note: It is highly recommended that the principal/designee meet each substitute teacher during the school day and offer her/his help as needed.

APPENDIX Q (continued)

The regularly assigned teachers will provide for substitute teachers:

- A welcoming note
- Copies of student rosters, seating charts, and attendance procedures
- Specific lesson plans for each day's absence and all necessary texts, supplies, materials and equipment for executing the plans – please make provisions for substitutes not certified in your area
- Daily schedule
- Procedures used in the classroom/school
- List of students with special needs and how those needs are met
- List of students in each class who may be helpful
- Discipline procedures used in the classroom and throughout the school
- Supervisory duties (when, where, how)
- Leave the name and location of the person(s) to contact if help is needed
- Leave the name and location of the grade level chairs, department chairs, and other key people in the school
- Ask a building colleague to check with the substitute teacher periodically throughout the day and provide assistance for students who have significant behavioral issues or special needs.

The substitute teacher will:

- Arrive on time and remain 30 minutes past student dismissal time
- Follow any special directions given by the principal
- Implement the specific lesson plan provided by the regularly assigned teacher
- Ask for help whenever needed
- Ensure a positive classroom climate and follow the classroom/school discipline procedures
- Leave note for the regularly assigned teacher as to the progress made on the lesson for each class, behavioral issues, and problems encountered
- Return Substitute Folder and classroom keys to the Main Office
- Inform the principal when inadequate plans are left, there are behavioral issues, or problems are encountered

Substitute teachers will fill the vacancy for which they are assigned. In those cases where enough substitute teachers are not provided to the school by the district, skills of the substitute teacher and circumstances of the classroom should be considered before changing the substitute teacher's assignment. The principal should talk with the substitute before changing the assignment. Whenever possible, the principal will assign substitute teachers to the vacancies of greatest need.

SEA/SPS CONTRACT WAIVER REQUEST FORM

Building/Program: _____

Date of Request: _____

(Deadline: Must be into SEA & SPS Labor Relations by the 1st of the month.)

Contract: ____ Certificated: ____ SAEOP: ____ Paraprofessional: _____

Renewal: Yes: _____ No: _____

We are requesting to waive the following Articles and/or sections of the Collective Bargaining Agreement between SPS and SEA:

VOTING: All Certificated, Paraprofessionals, and SAEOPs must be involved in this voting process. You will need 2/3 majority of the SEA represented staff (members and non-members) to approve the waiver.

Total SEA Represented Employees in Building/Program: _____
Certificated: _____
SAEOP: _____
Paraprofessional: _____

SEA Represented Employees Voting In Favor of Waiver: _____

SEA Represented Employees Voting Against Waiver: _____

Total number of SEA Represented Employees Voting: _____

Describe the intent of the proposed contract waiver:

What procedure did the staff use to vote on the waiver (secret ballot, show of hands, etc.?)

SEA/SPS CONTRACT WAIVER REQUEST FORM (continued)

What was the nature of the dissenting opinion(s), if any?

How many SEA Represented employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

Waiver Contract Signature (Must be a SEA member)

School #: _____ Home# _____
E-mail: _____

SEA Building Representative:

Signature: _____ E-Mail: _____

School #: _____ Home # _____

Principal or Designee Signature: _____

Phone #: _____ E-Mail _____

Recommendation: Yes _____ No _____

ACTION TAKEN

SEA: Date of Action: _____ Approved: _____ Not Approved: _____

If not approved, the reason:

SPS: Date of Action: _____ Approved: _____ Not Approved: _____

If not approved, the reason:

SEA President

SPS Signature



**CERTIFICATED EMPLOYEES
ATTESTATION FORM TO RECEIVE A
MAXIMUM OF 32 HOURS
SUPPLEMENTAL PAY FOR EDUCATION
TECHNOLOGY PROFESSIONAL
LEARNING DURING THE 2018-19
SCHOOL YEAR**

According to the 2018-2019 SEA-SPS collective bargaining agreement for certificated employees, all certificated employees are entitled to up to thirty-two (32) hours of extra pay, pro-rated by FTE, for technology-related professional learning in self-directed learning activities during the 2018-19 school year as listed below.

This extra pay supports district strategic goals in assuring high quality, multi-tiered systems of support, closing opportunity gaps, improving systems, and fostering community and family engagement. For each certificated employee to receive payment, the employee must have engaged in “professional learning associated with the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another personal professional learning in support of district or building initiatives.”

To receive this additional 32 hours of pay, pro-rated by FTE, employees must complete the technology professional learning before August 31, 2019, complete this attestation form, and return it to Payroll before September 16, 2019. Once completed, please submit this form either in no less than 8-hour segments at a time, or in one complete submission, for a total of up to 32 hours.

Please retain a copy of this form for your records. You may be asked in an audit review to confirm the hours and work performed, which supports the extra payment.

Please check one or more boxes below to indicate the technology professional learning you engaged in during the school day, which required you to work above and beyond your regular work day or the training you did outside of the school day. All learning activities should be **two hours** in length and will count for **two hours** of pay.

Guided Learning Activities - Schoology Online Courses

- 0.1 Explore your educator laptop
- 0.2 The digital classroom
- 0.3 Introduction to eval
- 0.4 Introduction to homeroom
- 0.5 Introduction to schoology
- 0.6 Leveraging technology for collaboration
- 0.7 Getting to know Office 365

_____ Total hours in guided activities for technology professional learning

Self-Guided Learning Activities:

Improve Instruction and/or Deliver Student Services Using Data

- 1.1 Student data portal (Homeroom) used to inform instruction
- 1.2 Atlas to examine data trends
- 1.3 Developed ad-hoc assessments using Schoology
- 1.4 Delivering online interim assessment in Illuminate
- 1.5 Managing grading in Power Teacher
- 1.6 Managing an IEP using IEP Online
- 1.7 Managing data with CareDox
- 1.8 Managing data with EasyTrac

_____ Total hours to improve instruction or deliver student services using data

Using Digital Resources (Materials, Applications)

- 2.1 Using digital resources to promote student achievement
- 2.2 Using digital resources with students to produce information
- 2.3 Using digital resources to design authentic learning opportunities
- 2.4 Using digital adopted curriculum materials

_____ Total hours using digital resources for teaching and learning

Managing Instruction

- 3.1 Organize instructional materials digitally
- 3.1 Schoology: Take a course
- 3.3 Schoology: Use and share teacher resources
- 3.4 Schoology: Use with students

_____ Total hours to manage instruction with technology

Leveraging Technology for Collaboration and Communication

- 4.1 Using Microsoft Teams, OneNote, SharePoint, or OneDrive to collaborate with peers
- 4.2 Collaborate with Skype
- 4.3 Creating online presence in Schoology or website
- 4.4 Creating parent communication digitally

_____ Total hours to improve collaborating and communicating digitally

Leveraging Technology for Professional Growth and Development

- 5.1: eVal Overview
- 5.2: eVal Overview Deeper Dive
- 5.4 Online professional development

_____ Total hours using digital tools for professional growth and development

Incorporating Digital Citizenship

- 6.1: Preparing materials from Common Sense Media
- 6.2: Developing lesson plans for Digital Citizenship
- 6.3: Developing lesson plans for Acceptable Use of Internet
- 6.4: Developing lesson plans for security and data privacy

_____ Total hours to incorporate Digital Citizenship into instruction

Personalized Professional Learning Using Technology (describe below)

- _____
- _____
- _____
- _____

_____ Total hours of personalized professional learning using technology

_____ Total hours completed on this form

_____ Total hours submitted in 2018-2019

Need help? Coaching or group instruction in learning activities may be available. Please contact DigitalLearning@seattleschools.org.

Technical issues? Please contact Techline@seattleschools.org

By signing this form, I attest that I have performed the above technology professional learning related to District needs equivalent to _____ hours. (Maximum 32 hours).

Print Name: _____

Location: _____ Employee ID: _____

Signature _____

(By signing this form, I attest that I have fulfilled the requirements of Article IV of the Certificated CBA and that I have not been previously compensated for this training).

Article IV of the 2018-2019 Cert CBA says:

Additionally, thirty-two (32) hours of technology time, pro-rated by FTE, will be available for all certificated non-supervisory staff in 2018-19. Technology professional learning will occur in two- hour periods during or outside the school day— and may occur at any time during the school year. A form confirming that professional learning has been completed must be submitted to be paid. No more than thirty-two (32) hours of technology time may be earned by any individual employee.

Supervisor Signature: _____

Date: _____

You must turn in original forms no later than September 16. Please keep a copy for your records.
Return to Payroll Services, MS 33-344

APPENDIX T

Memorandum of Understanding
between
Seattle School District No. 1
and the
Seattle Education Association
regarding
Final summative evaluation performance ratings
For non-classroom certificated employees

This Memorandum of Understanding (“MOU”) is entered into between the Seattle School District No. 1 (“District”), is the employer of non-classroom certificated employees, and the Seattle Education Association (SEA), the exclusive representative of non-classroom certificated employees of the District. This MOU shall become effective when signed by both parties.

The parties discovered in bargaining the successor agreement to the 2013-2015 that certain discrepancies exist in the evaluation of non-classroom certificated employees, specifically that:

- Non-classroom certificated employees are rated in four domains but yet do not receive a final summative evaluation performance rating as do other certificated employees.
- There is no methodology for determining a final summative evaluation performance rating for non-classroom certificated employees.
- The performance expectations for non-classroom certificated employees are substantially different from those for classroom certificated employees.
- The parties discussed how to align the practice of giving final summative evaluation performance ratings to both classroom and non-classroom certificated employees.
- The parties were unable to agree on a solution and were unwilling to rush to a decision as to how to resolve this discrepancy.

The parties have therefore agreed that:

- The methodology of determining the final summative evaluation performance rating for non-classroom certificated employees shall be developed by the PG&E Workgroup in collaboration with non-classroom certificated employees.
- Upon development of this methodology, the PG&E Workgroup shall meet with the parties to present this methodology.
- The parties will reduce the methodology in writing to another MOU for consideration by the District and SEA.
- The goal is to complete this work and have a final summative evaluation performance rating methodology in place by the start of school in fall of 2016.

For the Association Date

For the District Date

APPENDIX U

Letter of Agreement
By and Between
Seattle School District No. 1
And
Seattle Education Association

Elementary Recess

1. All K-5 students will have at least 30 minutes of recess per day.
2. Recess time must occur within the student instructional day.
3. All building certificated non-supervisory employees will supervise recess as needed, excluding any duty-free lunch or planning time, on an equitable basis, consistent with Article IV, Section A, Number 3, Letter M.

For the Association

Date

For the District

Date

Special Education Relief Fund Request Form

CBA article IX, Section F. 2. a

The Relief Fund is provided to address needs for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and to insure safety and effective learning environments for special education students.

Teacher: _____ Date of request: _____

School: _____

Principal: _____

Program Specialist: _____

Check Level:

Preschool ___ Primary ___ Intermediate ___ MS ___ HS ___ Transition ___

What is your contracted Ratio (#of Students/#of Teachers/#of IAs): _____

What is your current Ratio? (#of Students/#of Teachers/#of IAs): _____

This is: _____ first request for support from relief fund

_____ Review for extension of support

I am requesting the following type of staffing:

___ 1/2 time IA ___ Full time IA

I am requesting support for: (Length of time) _____

Describe the concern or condition that has prompted this request (do not use students' names). Attach data and incident report forms (if applicable) to support this request.

Describe the strategies (including length of time) implemented addressing the concerns and/or conditions (i.e.: scheduling changes, modifications, behavior contracts). How have the strategies been successful or unsuccessful?

What administration and/or Special Education support (Program Specialist, Behavior Specialists, Supervisor) have you requested and/or received?

Signatures:

Teacher: _____ Principal: _____

Please send an attachment of the request to Special Education Relief Fund committee, at email taswanson@seattleschools.org. Make sure to cc your principal and program specialist.

Received____Request No._____

Reviewed____Status____Comment_____

Reconsidered_____Status_____Comment_____

Staffing Recommended:

SUBSTITUTE INCIDENT REPORT

Today's Date: _____

Substitute: _____

Certificated SAEOP Paraprofessional

School/Dept/Org: _____

Grade/Subject: _____

CONCERN / INCIDENT:

Date Incident Occurred: _____

Person(s) who reported the Incident: _____

Role of the person(s) who reported the incident:

Staff Student
 Parent Volunteer
 Other: _____

Describe the Incident below:

ACTION TAKEN:

- Resolved at building level.
- Conference/meeting held with Administrator and employee to discuss concern. Advance notice given to the substitute of optional union representation.
- Administrator or manager has conducted investigation, requests employee no longer substitute at the school or department.
- Referred to Human Resources for follow-up.

Signature and title of Administrator reporting concern
(Required)

Date

Employee Signature

Date

HR USE ONLY:

- Notify employee of complaint; provide copy of incident report; action being taken
- Referred to HR for investigation per Article III of the CBA
- Other: _____

APPENDIX X

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: American Sign Language Interpreters

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

The memorandum of understanding confirms that the District has determined that the Certified Sign Language Interpreter classification, currently placed on the Paraprofessional Salary Schedule PA3, level 22, shall be reclassified to one step higher than level 22. This classification change is effective for the 2018-2019 school year.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

**Memorandum of Understanding
between Seattle School District No. 1
and the
Seattle Education Association**

Regarding: Consulting Teacher Evaluations

This Memorandum of Understanding (“MOU”) is entered into between the Seattle School District No. 1 (“District”), the employer of non-supervisory certificated employees, and the Seattle Education Association (SEA), the exclusive representative of non-supervisory certificated employees of the District.

This proposal is intended to pilot a new evaluation process for PAR (Peer Assistance and Review) Consulting Teachers (formerly STAR and ESCT) in the 2018-2019 school year. The current evaluation process for Consulting Teacher does not currently align with the role of the CT.

All teachers hired into the PAR Consulting Teacher (CT) role have demonstrated distinguished classroom practice, which is required for the CT role. They must meet Career Ladder eligibility requirements in order to apply to become a Consulting Teacher. As such, for the term of their PAR Consulting Teacher (CT) work each CT will be on a Focused Evaluation cycle. This will be applicable to CT’s, formerly known as STAR and ESCTs.

Per the RCW 28A.405.100(11), for Focused Evaluation (see RCW language below), the evaluation process for PAR CTs will be the following:

1. CTs will be evaluated using the [Washington State Standards for Mentoring](#) (created by OSPI, Beginner Educator Support Team - 2017) as the evaluation tool:
 - Standard 1: Learning-Focused Relationships
 - Standard 2: Reflective Practices
 - Standard 3: Adult Learning
 - Standard 4: Equitable Practices
 - Standard 5: Curriculum
 - Standard 6: Connection to Systems and Learning Communities
2. Four (4) Descriptions of Level of Practice:
 - Unaware
 - Developing Capacity
 - Consciously Competent
 - Flexibly & Fluently Competent
3. CTs will set a professional growth goal related to one standard, mutually agreed upon with the evaluator.
4. A final annual written evaluation based on the criteria of one of the Mentor Standards based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. (see note 2 in RCW below)
5. Assessment Schedule: CTs are considered on schedule under the following assessment:
 - 1st Year: at least at Developing Capacity in the standard of focus
 - 2nd Year and beyond: at least at Consciously Competent in the standard of focus
6. If a CT is “off” schedule, the CT and evaluator will craft a growth plan and move the CT onto a Comprehensive Cycle, where a review of all six standards would apply.

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: Joint Dual Language/Immersion Committee

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

To create a Joint Dual Language/Immersion Program Committee that will be a collaborative team of SPS and SEA members who discuss and design Dual Language/Immersion Program specific professional development for both certificated and classified staff; explore recruitment and retention efforts for highly qualified bilingual/biliterate staff; track student data across SPS Dual Language/Immersion Programs to monitor program needs and recommend adjustments as needed, consistent with the CAL principles, provide guidance and support for Dual Language/Immersion Program effectiveness and best practices across SPS.

The Joint Dual Language/Immersion Program Committee will consist of an SEA member from each school, and 3 SPS staff. The committee meeting agendas will be jointly decided by SEA and SPS representatives and committee progress will be monitored by both SEA and SPS leadership.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: Educational Staff Associate Placement

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

The Human Resources Department evaluates the verified work experience and education for each staff member hired into Educational Staff Associate clinical positions, such as nurses, OT/PTs, SLPS and psychologist. The District has been crediting these staff members for their private sector and non-K-12 experience once verified for placement on the District’s certificated non-supervisory salary schedule.

Contact Human Resources for the verification form.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

APPENDIX BB

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: High Level Strategies

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

SEA and SPS agree to partner to create a Joint Committee that will explore how to best support the highest need schools and students. The committee will identify high leverage strategies learned from Community Schools, Restorative Justice, the African American Male Advisory Committee, Flight Schools and other research based school transformation efforts. This committee will convene no later than 90 days after the ratification of this contract and will prepare recommendations to be shared with the SEA/SPS Partnership Committee and the Superintendent before the conclusion of the 2019-2020 school year.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: Special Education - Secondary Focus/Service Model 2

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

The parties agree to collaboratively work through the Special Education Joint Labor Management Committee to examine the complexity of serving moderate to intensive student IEP needs in the secondary Focus/Service Model 2 pathway in 2018-19. For SY 2018-19, the District will allocate the equivalent of an additional twenty (20) instructional assistants to secondary SM2 classrooms (initially staffed at 9:1:1) in recognition of a continuum of student needs in secondary moderate to intensive settings. These IAs will be assigned no later than October 1.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

**MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

Regarding: Special Education ESA Career Ladder Program and Supports

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

1. SPS and SEA agree to form a Special Education ESA Supports Committee to develop a system of supports for:
 - Audiologists and Speech Language Pathologists
 - Occupational Therapists and Physical Therapists
 - School Psychologists
 - Nurses
2. The SpEd ESA Supports Committee will consist of the following 11 members:
 - 4ESA Team Leads (one from each of the three groups above, appointed by SEA)
 - 2 Building-Assigned ESA Staff (appointed by SEA)
 - 1 SpEd ESA Supervisor
 - 4 Central Office Representatives (appointed by SPS)
3. Over the course of the 2018-19 school year, the committee will work to redesign and/or develop the following components of support:
 1. Revise the SpEd ESA Team Lead job descriptions to reflect the belief that staff development (not administrative tasks) must be the primary function of this role, including (but not limited to) the following duties within their respective disciplines:
 - Observing practice of building-based peers and providing regular, actionable feedback;
 - Coordinating and implementing Induction Support for new to school setting ESA staff;
 - Coordinating and implementing Intervention Support for ESA staff who are not currently meeting the performance schedule;
 - Identifying and communicating best practice within the discipline;
 - Coordinating ongoing Professional Development and managing the PD Budget in partnership with Program Leadership Teams (PLTs) and Sp.Ed. ESA Supervisor;
 - Coordinating and directing the professional development work of the Career Ladder ESAs and the ESA Mentors within their discipline.
 2. While the Team Lead Position is not itself a Career Ladder Position, clarifying this role is an essential step in fully integrating the Career Ladder ESAs into a system of ESA Supports.
 3. Set the baseline for the team lead release time FTE necessary to adequately perform the roles functions identified in the revised job description (see above).

4. Balance team lead release time across the four teams and identify the parameters that will be used to inform that balancing going forward.

5. Identify interests around ESA Team Lead tenure. Develop a shared vision around this to be included in Team Lead job description.

6. Suggest needed budget, if any, for shifting administrative/technical tasks away from the Team Lead role (e.g. Administrative Assistant FTE).

7. Revise the Career Ladder ESA and ESA Mentor job descriptions.

This memorandum shall become effective when signed by both parties.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

 Phyllis Campano Date
 President, Seattle Education Association

 Sheryl Anderson-Moore Date
 Chief Negotiator, Seattle Public Schools

 John Donaghy Date
 Executive Director, Seattle Education Association

 Clover Codd Date
 Assistant Superintendent of Human Resources
 Seattle Public Schools

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

**Regarding: Final summative evaluation performance ratings for
non-supervisory certificated employees not covered by TPEP**

This Memorandum of Understanding (“MOU”) is entered into between Seattle School District No. 1 (“District”), the employer of non-supervisory certificated employees, and the Seattle Education Association (SEA), the exclusive representative of non-supervisory certificated employees of the District. This MOU shall become effective when signed by both parties.

In the 2015 bargaining process the Parties determined that it was in the interest of employees and the district to reach a single final summative score for non-TPEP certificated employees (ESAs, nurses, librarians, counselors, etc.) and entered into a MOU to work out the methodology for combining the four domain scores to a final score. A team of SEA represented employees has met with SPS administrative personnel and come to agreement on a single score process.

The Parties have therefore agreed to the following methodology of determining the final summative evaluation performance rating for non-TPEP certificated employees:

As the Parties are committed to scoring across a preponderance of evidence (instead of quantitatively adding up individual component scores), scoring will be done at the *domain* level, not at the component level.

- If 4 domain scores are the same then that score is the final summative score.
 - Ex: PPPP = P
- If 3 domain scores are the same, and the fourth domain score is not U, then the majority score is the final summative score.
 - Ex: PPPB = P; DDDP = D; PPPD = P
- If the domains are two of one score and two of another score, *and the scores are adjacent (meaning adjacent on the rating scale as in DP, PB, and BU)*, then the *lower* score is the final summative score.
 - Ex: DDPP = P; PPBB = B; BBUU = U
- If the domains are two of one score and two of another score and *the scores are not adjacent and one is not U*, then the *intermediate* score is the final summative score.
 - Ex: DDBB = P
- If the domain scores are D or P with one U, the final summative score shall be B and the employee will be placed on a Professional Growth Support Document.
- If the two domains are rated U, the final summative score shall be U and the employee will be placed on a Performance Improvement Plan.
- If the employee is provisional and receives a U in any domain, the final summative score shall be U and the employee may be terminated.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

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between
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and
THE SEATTLE EDUCATION ASSOCIATION

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- If the two domains are rated U, the final summative score shall be U and the employee will be placed on a Performance Improvement Plan.
- If the employee is provisional and receives a U in any domain, the final summative score shall be U and the employee may be terminated.

This memorandum made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

**Letter of Agreement
Between
Seattle Education Association
and
Seattle School District No. 1**

Regarding: Substitute Health Care Insurance

This Letter of Agreement (LOA) is entered into between Seattle School District No. 1 (District) and the Seattle Education Association (SEA). The purpose of the LOA is to agree to examine costs and benefits of health care plans that could be made available to substitutes in 2019-2020.

The parties recognize the important role substitutes play in student learning. The parties also recognize the value of health care access in recruiting and retaining high quality substitute educators. To that end, the parties agree to ongoing review of the provision of health care coverage to substitutes and will make recommendations to the Joint Bargaining Team by May 1, 2019.

This letter of agreement shall become effective when signed by both parties.

This letter of agreement made this _____ day of _____ 2018.

SEATTLE EDUCATION ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Phyllis Campano Date
President, Seattle Education Association

Sheryl Anderson-Moore Date
Chief Negotiator, Seattle Public Schools

John Donaghy Date
Executive Director, Seattle Education Association

Clover Codd Date
Assistant Superintendent of Human Resources
Seattle Public Schools

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Phyllis Campano ~~Michael Tamayo~~, SEA Vice President
Carrie Alefajo
Anne Aliverti
Vaughan Amare
Celina Austin
Steven Alvarez
Matthew Baudhuin
Marianne Clark
Roiko Dabney
Pamela Davis
Dazanne Davis-Porter
Davina Diaz
Maridith Dollente
David Domer
Ann Dunbar
Kate Eads
Karin Engstrom
Jennifer Evans
Vallerie Fisher
Daniel Gross
Rae Hanashiro
Peter Henry
Len Hill
Carolyn Hostetler
Lynne Hubbard
Shelly Hurley
Darryl James
Gwendolyn Jimerson
Dan Jordan
Tamara Kelley
Siobhan Kelly
Joe Kelly
Laura Lezni
Jennifer Matter
Micheal Melonson
Anna Munson
Patricia Murray
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Lisa Olsen
Farhiya Omer
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Marla Rasmussen
Elizabeth Robertson
Andy Russell
David Sandler
Kathy Saxon
Stan Strasner
Elsbeth Trejo-Savani
Michael Tamayo
Gary Thomas
Dan Trinh
Marian Wagner
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

~~Sherry Carr~~ Leslie Harris, President
~~Sharon Peaslee~~ Rick Burke, Vice President
~~Marty McLaren~~ Jill Geary, Member at Large
~~Stephan Blanford~~ Scott Pinkham
~~Harium Martin-Morris~~ Eden Mack
Betty Patu
~~Sue Peters~~ Zachary DeWolf

SSDSPS No. 1 Negotiating Team

~~Geoffrey D. Miller~~ Sheryl Anderson-Moore,
Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Shauna Heath
Wyeth Jessee
Gerrit Kischner
Barbara Nahouraii
Anitra Pinchback-Jones
Keisha Scarlett
Amy Schwentor
Linda Sebring
Cashel Toner
Katherine Virga
Keven Wynkoop

Superintendent of Schools

Larry Nyland ~~Denise Juneau~~

In witness whereof, the parties hereto have executed this Agreement
on this _____ day of September, 2015 _____, 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

~~Jonathan Knapp~~ Phyllis Campano, President
Seattle Education Association

~~Larry Nyland~~ Denise Juneau
Superintendent, Seattle Public Schools

~~John Donaghy~~, Executive Director
Seattle Education Association

~~Brent C. Jones~~ Clover Codd, Assistant Superintendent of
Human Resources, Seattle Public Schools

Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator

DRAFT

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M:	MOU: Amnesty Agreement

N: ~~MOU: 20 Minutes of Instructional Time~~
O: ~~MOU: Family Support Workers~~
P: M: MOU: ASL Interpreters
Q: N: Best Practices for Substitute Friendly Schools

DRAFT

COLLECTIVE BARGAINING AGREEMENT
Between
SEATTLE SCHOOL DISTRICT NO. 1 and
SEATTLE EDUCATION ASSOCIATION

PARAPROFESSIONAL STAFF

2015-2018 2018-2019

PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.
- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the Seattle Public Schools.
- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
1. High expectations of and by students and adults
 2. High support from SEA and SPS
 3. High success for students and staff
 4. High trust in parents/guardians, students and staff
 5. High engagement of community and families
 6. High degree of openness
 7. High personalization to meet the unique needs of both students and staff
- E. To accomplish this, we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.
- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:

PREAMBLE

1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the SPS must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for SPS that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into the 1st day of September, ~~2013~~ 2018 by and between the Seattle Public Schools (aka Seattle School District No. 1), hereinafter called the "SPS," and the Seattle Education Association, hereinafter called the "SEA," representing the Paraprofessional staff of the Seattle Public Schools defined in Article I, Section B.
2. The SPS and the SEA, as the exclusive representative of the Paraprofessional employees covered by this Agreement, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.56 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. The SPS recognizes the SEA to be the sole and exclusive bargaining agent for the paraprofessionals in the bargaining unit and to be responsible for representing the interest of all such employees, pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, as amended.
2. Throughout the remainder of this Agreement, the employees covered hereunder will be referred to collectively as the "bargaining unit" and individually as "member" or as "employee."
3. The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. Substitute employees are included in the bargaining unit. Confidential employees as defined in RCW 41.56.030 and applicable WAC regulations and persons rendering voluntary, non-compensated service are excluded from the bargaining unit.
4. Casual/temporary employment shall not be used in lieu of filling a vacant represented position or to avoid creating a represented position. Casual/temporary employees shall not be used to fill vacant bargaining unit positions unless there are no qualified classified substitutes available. In the event that casual/temporary employees are used in lieu of classified substitutes represented by SEA, the SPS shall notify the SEA of such use.
5. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
6. Whenever the SPS modifies the job title or the job description of any position listed in Appendix B, it shall furnish the text of such change to the SEA and Appendix B shall be considered as thereby amended to that extent. Should the SPS desire to delete a modified or discontinued job title from Appendix B, it shall so advise the SEA in writing giving the reasons. If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

7. Whenever the SPS creates a new job title and job description relating to ~~office-clerical~~ Paraprofessional work of the general type already included within the bargaining unit, it shall furnish the text of same to the SEA with a request that it be added to Appendix B provided:

- a. The positions to be filled under such title are to be regular positions.
- b. The positions to be filled are not confidential, as defined in Item 5 above.
- c. The positions to be filled are not funded categorically under a program which has regulations either prohibiting such addition to the unit or which otherwise establish a separate community of interest among the employees to be added.

If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed inclusion or exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

- d. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit areas of disagreement to PERC.

SECTION C: Application of Agreement

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to mutual agreement that it is necessary to utilize the provisions of Chapter 41.56 RCW. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
2. Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue for supporting such employee's jobs. If funding for specific programs should diminish during the course of the year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

1. The term of this Agreement shall be, effective September 1, ~~2015~~ 2018 through August 31, ~~2018~~ 2019 provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this agreement.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.56 RCW
3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION E: Renegotiation and Distribution of Agreement

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement except as otherwise provided in this Agreement. The parties recognize that the work of the Joint Evaluation Committee, implementation of the new Three Phase Hiring Process and the Review of classification and compensation may result in the need to negotiate modifications to this Agreement during its term.
2. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process. The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.

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- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
 - h. ~~TR~~ Contractual Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.
 - i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.
3. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.
4. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or applications shall not be deemed valid and except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.56 RCW.
5. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, ~~2015~~ 2019, written notice of such intent shall be given to the other party no sooner than March, but no later than April of ~~2015~~ 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.56 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for ~~2013-2015~~ 2018-2019" shall be printed by the SEA after the Agreement has been ratified and signed and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
- a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting online.
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.

SECTION F: Contract Waivers

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA Represented Employees and administrators assigned to the building/program submitting the proposal.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

1. The request must be for the purpose of implementing strategies for increasing academic achievement and tied to the building's/program's CSIP.
2. The request must include: (See Appendix L for SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA represented staff must vote to support the request.);
 - c. Rationale for the waiver; specifically, how the waiver will assist in increasing academic achievement, how the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff will be mitigated or addressed;
 - d. Duration of Waiver - Waiver Requests may be for up to three years. Schools must review the waiver each year, and if the SEA represented staff determines they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent of Human Resources;
 - e. Costs (if applicable);
 - f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other program/buildings; and
 - g. After the building has conducted its process, the Waivers Request forms must be signed by the SEA representative and the building principal.
3. The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month, so the respective committees can process and make recommendations to their appropriate decision-making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent of Human Resources.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ~~ACHIEVEMENT~~ OPPORTUNITY GAP

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

The SEA and the SPS continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ~~insure~~ ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best effort to assure that the Committee reflects ~~the~~ racial and ethnic ~~composition of the students we serve~~ diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. ~~Convene within 60 days of ratification of this agreement, and monthly thereafter. The District will be responsible for organizing the initial convening.~~
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student learning.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ~~ACHIEVEMENT~~ OPPORTUNITY
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- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase equity and reduce disproportionality in an effort to align and coordinate initiatives.
- d. Identify human and financial resources that could support school-level and District-level initiatives.
- e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.
- f. Disproportionate discipline and the achievement and opportunity gap are present in every school and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
- ~~g. At the end of two year, the Committee will make a recommendation to the Leadership Committee as to the future scope of its work as regards eliminating disproportionate discipline, and reducing the opportunity and achievement gap.~~
- g. Screen applications and select the schools for piloting Racial Equity Teams by ~~December 4~~ week 6 of the start of the school year of each year, review the work of Bbuilding Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
- h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
- i. The District will set aside at least one-half day of a District TRI day for training related to ~~disproportionate discipline~~ racial equity in the 2016-18 school year each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
- j. Ensure that ongoing training on implicit bias and Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
- k. Review SPS progress on recruiting and retaining educators of color and make recommendations as appropriate.
- l. Review the SPS Racial and Equity Analysis Tool and adapt as needed for use by BLTs/PLTs.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ~~ACHIEVEMENT~~ OPPORTUNITY GAP

2. The Leadership Committee

- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.
- b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.
- c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments; state as well as common district assessments; AP and IB course completion rates; length of time attending SPS, and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.

3. The Labor-Management Committee

- a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
- b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of Human Resources, including the Labor Relations Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Director of Labor Relations will determine the agenda for these meetings.

4. Building Leadership Teams/Program Leadership Teams

- a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Team and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.

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- b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.
 - 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic ~~composition~~ diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Executive Director of Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
- c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:
 - 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students. For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.
 - 2) A school-wide/program-wide professional development plan to support the CSIP/plan.
 - 3) The school/program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
- e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ~~ACHIEVEMENT~~ OPPORTUNITY
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office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.

- f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedure Manuals.
 - g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/Programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
 - h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
 - i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.
 - j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
 - k. When a staff, following the school/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) working days from the date that the issues are initially raised.
5. Building Racial Equity Teams/Program Racial Equity Teams

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend established through the Race and Equity Department, at least 10 additional teams will be added in 2018-2019 ~~2015-16, and 10 additional teams will be added in 2016-17.~~

b. The Racial Equity Team will consist of at least:

1) ~~The principal~~ A building administrator/program supervisor, and

2) At least four (4) ~~elected~~ SEA-represented staff. One of the four (4) ~~elected~~ seats will be designated for ~~and voted upon by~~ classified SEA-represented staff. Schools are encouraged to include staff members from special education and English Language Learning departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP.

Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team.

Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic ~~composition~~ diversity of the school/program staff and school community.

c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or cochaired by a SEA-represented member and a building administrator/program supervisor.

d. The work of the Racial Equity Team may be combined with other school or program committees.

e. The responsibilities of the Racial Equity Team are to:

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- 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality.
 - 2) Review the District's recommendations on best practices and recommended initiatives
 - 3) Review school/program data on disproportionality in discipline and other areas
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race.
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity
 - 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals.
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity
- f. The District will convene Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of ~~Race and Equity~~ Racial Equity Advancement and SEA Center for Race and Equity.
- g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

SECTION B: Decisions Regarding Use of Scheduled Time for Professional Development and Decision Making:

1. There is an expectation by the parties that all employees will fully participate in the activities of the scheduled professional development and decision-making days that are part of their regular work calendar (~~LID~~, waiver, early release and building and SPS directed TRI days for certificated staff) as appropriate to their specific job responsibilities.
2. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
 - a. The equivalent of two (2) scheduled ~~TRI~~ contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the

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SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.

- b. ~~Three (3) calendar waiver days for professional development;~~
 - c. ~~Five (1/2) half-day early releases, for purposes of school-wide staff development or site-based decision making to support the CSIP;~~
 - b. making model. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff on the BLT will make the decision as to the use of the days identified above.
3. Two (2) ~~TR~~ contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
 4. The final ~~TR~~ contractual day will be an SPS-directed day for professional development.
 5. A workday is defined as the number of hours in an employee's regular workday.
 6. Employees may substitute an alternative activity if prior experience and/or training in the topic or alternative instructional needs suggest a better use of the time. A request to substitute an alternative activity because of prior experience and/or training or alternative instructional needs requires prior approval by the BLT. Any alternative must be consistent with the original purpose of the days.
 7. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building.
 8. The SPS shall provide \$3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
 9. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: Professional Development/Leadership Time

1. Each Paraprofessional employee shall be allocated the number of hours equivalent to eight (8) workdays for professional development and/or leadership activities each school year. The purpose of these days is to provide extra time for participating in school/program decision-making, building leadership activities, and/or training to enhance job skills and/or improve student learning.
2. A workday is defined as the number of hours in an employee's regular workday.

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3. The paid activity (or activities) shall be by mutual agreement between the employee and his or her supervisor. An employee may appeal their supervisor's decision to the Labor/Management committee. Extra Time Reporting forms shall be utilized by the employee to document and claim such time.
4. Extra-Time Reporting forms used for this purpose for a specified school year must be submitted no later than June 30 of that school year. Employees who participate in professional development in July and August may utilize their unused professional development days, if any, from the just completed school year. If all professional development days from the just completed school year have been used, the employee can utilize days from the upcoming school year. The employee's Extra-Time Reporting form for July and August must be received by Payroll by August 31.
5. Time served for these activities must be within the forty-hour work week such that the employee is not in an overtime pay situation for these activities. Payment is at the employee's regular hourly rate of pay. If these activities must be performed in an overtime situation, the maximum amount of pay and hours may not exceed the pay and hours equivalent to eight (8) regular work days in each school year. The employee may also use days to pay for substitutes in order to attend professional development during the work day. Each substitute day will be equal to one day of pay.
6. Any unspent funds shall be recaptured by the SPS on a yearly basis. There shall be no carryover of these funds.
7. Paraprofessionals will have access to district professional development courses that are related to SPS curriculum and that they use in assisting students, contingent on available funds as set forth in Article II, Section D.2.d, and contingent on the content area capacity within Instructional Services.

SECTION D: Professional Development Steering Committee

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ~~insure~~ ensure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction,

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curriculum and assessments, including the creation and impact of an aligned curriculum.

- d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
- e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
- f. The Steering committee may form joint subcommittees or task forces as needs are identified. These subcommittees or task forces will be provided with clear guidance as to task, role, timing and support.

2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals

- a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
- b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.
- c. In addition, a separate bargaining unit subcommittee consisting of a mutually agreeable number of employees and administrators will work in concert with the advisory committee established in Section 2.b. above to make recommendations regarding the needs of employees for professional development. The duties of the bargaining unit subcommittee shall include:
 - 1) Surveying employees to identify professional development needs and interests including pathways to certificated work;
 - 2) Recommending an overall annual plan for professional development;
 - 3) Recommending a plan for the use of early release days and/or District-wide professional development days;
 - 4) Developing a system to identify employee interests and skills in training other employees.

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- d. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - e. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties
3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPs in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.
- a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
 - b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. ~~Race matters and c~~ Cultural literacy:
- a. The goal is to ~~insure~~ ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff brings to SPS and which will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community; Adult learning models designed to infuse all staff development and decision-making processes with culturally ~~relevant~~ responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant

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material into existing curriculum.

- c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.

SECTION E: Professional Development Training

Professional development training shall be offered by the SPS to employees in order to enable them to improve their abilities and skills, subject to available funding.

1. In-service courses for credit will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibilities.
2. Professional development courses shall be made available at no cost except for material and transportation fees connected with participation in the course.
3. All material, tuition or transportation fees for college extension courses shall be paid by the employee.
4. Courses shall be offered in a variety of geographical locations whenever possible.
5. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating whenever feasible.
6. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model. The joint district/SEA special education best practices working group will determine what professional development should be offered to ensure a successful working environment with students. Special education instructional assistants can be required to participate in trainings adapted for their students' needs.

SECTION F: Professional Development Training Credit

Professional development training credit will be recorded for attendance and successful completion of requirements for workshops and institutes inside and outside the SPS, provided the individual receives prior approval upon application to the Professional Development Office and that the workshop or institute is primarily a concentrated study session and/or classes for the improvement of skills.

If an employee completes sixty-four (64) total hours of professional development during the district calendar year from September 1 to August 31, and the employee gets a satisfactory evaluation, the employee will be recognized with a SPS Paraprofessional Professional Development Certificate for the current year and a bonus of \$3 per day/ up to 182 days paid out during the next school year. All documentation must be submitted by September 30 and approved by the supervisor/administrator. If more than one hundred employees complete the certification in any given year, the SEA and SPS will meet to determine how to fund the program.

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For 2018-2019, an additional \$40,000 is available to incentivize professional development among paraprofessionals. SEA and SPS will jointly determine how to utilize these funds in alignment with any professional development redesign agreed to by the parties.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or Federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the SPS through such policies, procedures and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: Rights of the SEA

Consistent with applicable law, there shall be no interference with the rights of the employees to become members of the SEA, and the SPS will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of membership or non-membership in the SEA.

SECTION C: SEA Security

- ~~1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement in regard to SEA membership or the payment of an agency shop fee or alternatives as provided in accordance with Chapter 41.56 RCW are set forth below.~~
- ~~2. Employees may elect to become members of the SEA or may pay an agency shop fee equivalent to the local dues of the SEA. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the SEA, pursuant to Chapter 41.56 RCW.~~
- ~~3. In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity designated by the SEA, pursuant to Chapter 41.56 RCW.~~
1. The SEA agrees to indemnify and save the Board harmless against any liability which may arise by reasons of any action taken by the Board to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees

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to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the payroll deduction for dues section (Article IX, Section C), including reimbursement for any legal fees or expenses incurred in connection therewith.

2. Membership in the SEA, the legally recognized organization authorized to negotiate with the Board, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, sex, sexual orientation, gender expression or identity, marital status, age, handicap, use of a trained guide dog or service animal, veteran or military status, or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

1. There shall be no unlawful discrimination against any employee by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, veteran or military status, national origin, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.
2. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
3. There shall be no discrimination against any employee for utilization of the grievance procedure.

SECTION E: Employee Personnel Files

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is

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exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.

5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.
6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations and procedures of the SPS.
7. All materials related to the employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year.
8. Materials reviewed by an employee and judged by the employee to be derogatory to ~~his/her~~ their conduct, service, character or personality may be:
 - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of ~~his/her~~ the employees written personnel records.
 - b. Pursued by the use of the grievance procedure, except that material relating to an employee's performance evaluation may be challenged in accordance with Article IV, B.4.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed. The Performance Appraisal for Paraprofessional Employees shall become a part of the office employee's permanent classified employee file.
9. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
10. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION F: Communication Rights and Privileges

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each building by the SPS.
2. The SEA may use SPS buildings for meetings and to transact official business on SPS property at all reasonable times when custodians are normally on duty before and after work hours, provided that this shall not interfere with nor interrupt normal operations.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

3. Any officer or authorized representative of the SEA so designated by the SEA and identified to the Superintendent shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement with the principal/supervisor at other times, provided that this shall not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives shall satisfy the principal/ supervisor that they are on official business before they proceed through the building to any room. All such visits shall not interfere with any employee's activities while on duty.
4. The SPS and the SEA agree that having the SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business is to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA or SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION G: Creative Approach Schools

SPS and SEA agree that school staffs and communities know the needs of their students best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.
3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix L.

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- a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.
 - f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
- a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.
 - d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach Schools Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.
 - e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.

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6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event a program is not budget neutral, the District may discontinue the program.
11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three of the implementation.
12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating creative approach schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and School Board.

SECTION H: Representation Rights and Due Process

1. An employee who has received a written communication from ~~his/her~~ their supervisor indicating deficiencies requiring improvement, at ~~his/her~~ the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with ~~his/her~~ their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
2. The probationary and/or annual performance evaluation and evaluation conferences conducted by the Principal, Program Manager, or Supervisor in the evaluation process are specifically excluded from these provisions. Subsequent discussions of the matters reviewed in the

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evaluation may involve representation at the employee's request, pursuant to these provisions.

3. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint; and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the SPS unless this disclosure would compromise the SPS investigation.
4. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, documented oral warning, written warning, or reprimand, suspension, and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specified grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.
5. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to ~~his/her~~ their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION I: Availability of Information

1. The SPS shall furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility. All requests for information must be directed to the Director of Human Resources or ~~his/her~~ their designee.
2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally

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utilized by the SPS will be carefully evaluated, and the costs incurred shall be reimbursed by the SEA.

SECTION J: Sexual Harassment

It is the SPS's desire to have a work environment free of sexual harassment. Procedures for handling sexual harassment complaints will be in accordance with the SPS's sexual harassment policy.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

SECTION K: No Reprisal for Disclosing Misdeeds

The SPS agrees to abide by the SPS's Whistleblower policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein or the SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

SECTION L: HIV/AIDS, Hepatitis B Training and Inoculation requirements

1. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
2. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION M: Health and Safety Needs

1. The SPS will provide a safe and healthy workplace per State Law.
2. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
3. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five working days after the District has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures, including student discipline procedures, to make certain that schools are safe, and those sanctions can be upheld during due

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process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

SPS and SEA agree that employees should not have to be subjected to parent/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian, they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary, Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.
 - b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.
 - d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.

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- e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of “no tolerance” for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.
- a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.
 - b. Weapons:
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.
 - 3) Items That Appear to Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.
 - 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).

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- 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or
 - b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.
5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.
 - a. Consequences
 - 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:
 - a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
 - 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
 - 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
 - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
 - 5) The principal will be responsible for distribution to impacted staff.
 - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
 - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.

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- 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
 - 9) The student's parents or guardians will be promptly informed of the incident.
 - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to re-admittance to a new regular Seattle Public School.
 - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
 - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.
 - 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
- 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing ~~his/her~~ their duties will be prosecuted to the fullest extent provided by law.
7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.

SECTION O: Protection of Employees and Property

The SPS shall attempt to provide healthful working conditions for its employees consistent with Federal, State and local laws and their rules and regulations. Employees shall not be required to work under

ARTICLE III: RIGHTS AND RESPONSIBILITIES

conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. The SPS will call upon other agencies (such as police, the courts, and social agencies) to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

1. Preservation of Order in the Schools

- a. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in ~~his/her~~ their possession, in the possession of another employee or student, or upon school premises.
- b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.

2. Benefits to Employees

- a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
- b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.) School safety committees may meet to discuss how to achieve this goal and what is feasible within the school's resources and building design.
- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of ~~his/her~~ their proper exercise of that force authorized in Item 1-a above or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent ~~him/her~~ them when ~~he/she has~~ they have been assaulted in or around the school premises or as a direct result of ~~his/her~~ the employee performing ~~his/her~~ their duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accordance with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing ~~his/her~~ their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting ~~him/her~~ them to or from ~~his/her~~ their place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on SPS premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.

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- 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance, not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and ~~he/she has~~ they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following school year.
 - 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.
 - 5) The use of personal equipment at work must have the prior approval of the principal/supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that ~~his/her~~ their insurance does not cover the damage or loss in question. An employee must exhaust ~~his/her~~ their own insurance recovery possibilities before being eligible for reimbursement under this Section.
 - 7) There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.
- f. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in, Article VIII Section A, of this Agreement.
3. Reporting Procedures

An employee shall immediately report any assault suffered by ~~him/her~~ them in connection with SPS employment to ~~his/her~~ their supervisor or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items 2-c, d, e, and f above, ~~he/she~~ the employee shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.
 4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request by an employee for

ARTICLE III: RIGHTS AND RESPONSIBILITIES

information in its or their possession which relate to the assault or persons involved in it.

5. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, ~~he/she~~ the principal/program manager shall pass this information along to all employees who interact with those students.
6. Employees shall be trained by the SPS prior to being assigned to dispense medication. Employees shall be trained by the SPS prior to being assigned to insert catheters.
7. Employees will be provided with proper safety equipment when working with special needs students where health and safety issues are of concern.
8. All dispensing of medication will be in accordance with the law.
9. Bargaining unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while a search is in progress.

ARTICLE IV: EMPLOYMENT PROVISIONS

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION A: Length of Workday and Early Dismissal

1. The workday shall be in accordance with the hours authorized for the individual employee position and shall be in accordance with applicable Federal and State laws. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, ~~he/she~~ they may require the employee to meet the building's regular schedule.
2. Upon special arrangement with the immediate supervisor, the employee may participate in a regularly scheduled meeting of the SEA held after the close of the student school day if the employee is an officer of the SEA or a member of the Bargaining Committee.
3. It is the duty and responsibility of principals/supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.
4. Employees working four (4) to six (6) hours are entitled to one (1) relief period of fifteen (15) minutes as part of the regular paid working day. Employees working six (6) hours or more are entitled to one (1) such period in the morning and one (1) in the afternoon. Where practicable, relief periods should be taken at regularly scheduled times.
5. The employee may request and be paid overtime at time and one-half for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week; or, compensatory time on a time and one-half basis is permitted for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week if the employee requests compensatory time off in lieu of overtime. Work schedules may be arranged during any given work week for absences due to routine medical/dental appointments, etc., if agreed upon by the employee and ~~his/her~~ their supervisor before the fact.
6. When students and classes are dismissed one (1) hour earlier than the regularly scheduled closing time on days before Thanksgiving holidays and Winter Vacation, all full-time employees will be released from duty one (1) hour earlier than their individual regularly scheduled time.
7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance shall be provided for travel between the two work locations pursuant to Article IX, D of this Contract. The employee shall keep a mileage report. The affected principals will agree to the means for the reimbursement.
8. Starting in 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

ARTICLE IV: EMPLOYMENT PROVISIONS

9. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.

SECTION B: Evaluation

1. At the beginning of the employee's work year, the employee will meet privately with the principal/supervisor who is immediately responsible for ~~his/her~~ their evaluation, and meet with classroom teachers and other employees involved with ~~his/her~~ their services to define respective responsibilities, with the option of developing a written list of specific responsibilities consistent with the job descriptions, SPS rules, regulations, procedures, and the provisions of this Agreement.
2. Newly Hired Employees
 - a. Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.
 - b. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employee. Probationary Report forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of ~~his/her~~ their completed Probationary Report form from the principal/supervisor at the time of evaluation.
 - c. If the reports are satisfactory for the first three (3) months, the employee shall be placed on regular status. The District will make training on the evaluation process available quarterly.
 - d. If at the end of the first three (3) months an employee is performing unsatisfactorily, the principal/supervisor shall complete a Performance Appraisal form. The probationary period may be extended for a maximum of three (3) weeks. At the end of any probationary period, the employee will be re-evaluated and: a) be removed from probationary status, or b) be terminated.
 - e. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
 - f. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form and an opportunity must be provided, including reasonable help, for the employee to improve in the areas of weakness indicated. The employee shall have the right to have an SEA representative present when the Performance Improvement Report form is presented to the employee.
3. Regular Employees
 - a. An employee shall be evaluated by ~~his/her~~ their principal/supervisor at least once each year at any time prior to but no later than April 15th. Annual evaluations are considered to cover a one (1) work year period and may incorporate evidence from the previous twelve months.

ARTICLE IV: EMPLOYMENT PROVISIONS

- b. The principal/supervisor shall discuss the evaluation in detail with the individual employee. Performance Appraisal forms shall be signed by the employee at the time of the evaluation and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of ~~his/her~~ their completed Performance Appraisal form from the principal/supervisor at the time of the evaluation.
- c. An employee's performance will be considered unsatisfactory when an employee receives one (1) unsatisfactory mark in any one (1) of the nine (9) Paraprofessional categories. Throughout the work year, supervisors are to inform employees of their concerns as soon as they are observed so the employee has the opportunity to improve on their performance prior to getting an unsatisfactory rating. Informal observations may be documented in writing and if documented, a copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based on any such informal observation, the written documentation of the observation must be provided to the employee in order for that evidence to be used in the final evaluation.
- d. If an employee's performance is rated unsatisfactory on the Performance Appraisal form, the principal/supervisor shall complete a Performance Improvement Report form. An employee who has been rated unsatisfactory will be observed for four (4) work weeks. Employees may request two days of on-the-job mentoring to be provided prior to the final week of observation. A mentor will be provided if one is available. Mentors will be identified through a jointly agreed process by SPS and SEA and will receive a 20% increase in their hourly rate for time spent as a mentor. The employee's request for mentoring must be submitted in writing to the principal within three (3) working days of receiving the Performance Improvement Report form. The principal will respond to the employee's written request within three (3) working days. At the end of that time period, the employee will be re-evaluated and if ~~he/she is~~ they are still performing unsatisfactorily in the same category(s), will be placed on probation for three (3) work weeks. At the end of this probationary period, the employee will be re-evaluated and: a) be removed from probationary status, b) be placed on extended probation, which shall normally be for three (3) work weeks, or c) be terminated.
- e. At any time when a PIP is presented to the employee, the employee shall have the right to have an SEA representative present. An opportunity must be provided, including reasonable help, for the employee to improve in the area(s) of weakness indicated. Professional development may be requested by the employee to assist with deficiencies and incorporated into the plan.
- f. Regular employees who are transferred to positions which represent a change in job title may at the option of the principal/supervisor be evaluated monthly for three (3) consecutive months.
- g. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
- h. Optional Participation in Goal Setting

In addition to the annual evaluation process, described above, any regular employee may participate in goal setting. Optional goal setting allows employees to receive a higher level of recognition in their overall performance rating.

ARTICLE IV: EMPLOYMENT PROVISIONS

Employees who engage in goal setting are eligible to receive an overall rating of "Excellent" if they receive a rating of "Excellent" in at least five (5) competencies and a rating of "Strong" in the remaining competencies. Employees who do not engage in goal setting must receive an "Excellent" rating in at least eight (8) competencies and no rating less than "Strong" to have an overall rating of "Excellent".

i. Optional Focused Evaluation

Any employee who has received an overall rating of "Strong" or "Excellent" on his or her annual Comprehensive evaluation may opt to receive a Focused Evaluation.

- 1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on ~~his/her~~ their previous year's annual evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of ~~his/her~~ their decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.
- 2) Those employees on a Focused Evaluation will utilize the formal evaluation tool which will be modified to provide for this option. The evaluator, in consultation with the employee will each identify one (1) specific competency on which to focus for the current school year so that the employee will be evaluated on a total of two (2) competencies. In the event both parties choose the same competency, they shall select an additional competency for a total of two (2).
- 3) An employee may remain on the Focused Evaluation cycle for a period of three (3) years. All employees must receive a Comprehensive evaluation at least once every four (4) years.
- 4) If an evaluator determines that the employee needs to be returned to the Comprehensive Evaluation, the evaluator will document the reason for the return and provide notice in writing to the employee. The employee will then be returned to the Comprehensive Evaluation for the current school year.

j. A classified employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee, unless performance concerns are identified by either principal, in which case both principals will do the evaluations.

4. Disputes over formal disciplinary action (suspension or termination), disputes over any unsatisfactory ratings in any performance category as determined by principal/supervisor, or disputes concerning exclusively a departure by the SPS from the procedural requirements of Article IV, Section B, shall be subject to the Grievance Provisions of Article X. Findings made, and conclusions reached by the principal/supervisor, resulting in a performance rating of "Excellent," "Strong," or "Satisfactory," shall not be subject to the Grievance Provisions of Article X.

5. There shall be no illegal eavesdropping.

SECTION C: Paraprofessionals in the Classroom

1. The Association and the SPS recognize the importance and advantages of utilizing Paraprofessional staff in the classroom.

ARTICLE IV: EMPLOYMENT PROVISIONS

2. Certificated employees shall be responsible for the instructional program.
3. Paraprofessional employees may be utilized in an instructional format to share instructional and Educational duties with classroom teachers in school consistent with State laws, regulations and these Agreements.
4. The District shall provide employees in each building with daily access to computers and software necessary for work-related email communications, entering of work time, etc. The principal or designee shall work with special education and/or bilingual certificated staff to provide a work schedule with a daily 10-minute technology work time per paraprofessional at each building.

Such access shall be provided either in a space designated for staff usage or in the employee's work area. If access to a computer is not available in the employee's work area, a designated mobile or stationary device (two per elementary building and three per K-8 through high school building) will be maintained in the school library for use during the tech work time.

5. Teachers in the ELL program will work with their bilingual instructional assistants to schedule the IA time consistent with the language and educational needs of the students.
6. Special Education Instructional Assistants' priority is to meet the needs of students with IEPs. Schools will not regularly assign Special Education Instructional Assistants as the primary supervisor of general education-only students. Special Education Instructional Assistants may also support General Education-only students during the normal course of their supervision of students with special needs.

SECTION D: Paraprofessional Flextime

In order to facilitate Paraprofessional employee involvement in Site-Based Decision Making, a Paraprofessional employee who is serving in a leadership capacity in ~~his/her~~ their school may, with agreement of ~~his/her~~ their principal, flex the employee's work schedule on a given day so that ~~he/she/they~~ may more easily attend an applicable school meeting. In other words, the employee's normal starting and ending time may be altered with approval of the principal.

SECTION E: Affirmative Action

1. The SPS Board selects employees as needed on the basis of merit, training, and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bona fide occupational qualification, and the SPS shall comply with State or Federal laws as may pertain thereto.
2. The Affirmative Action program goal for the SPS is to attract, develop and retain a high-performing, multicultural workforce to serve diverse student needs.
3. In implementing the Affirmative Action program, the SPS shall recruit, employ, retain and assign personnel in conformity with State and Federal laws, rules, regulations and directives.

SECTION F: Liability Coverage and Hold Harmless Provisions

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:

ARTICLE IV: EMPLOYMENT PROVISIONS

2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with the employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.
3. Specifications for staff coverage in the SPS's Liability Protection program shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION G: Resignation and Termination

1. Employees who are terminating from SPS employment shall, whenever possible, submit a two (2) weeks written notice of resignation which states the reason for leaving and the last date the employee will work to Employment Services. A copy of the notice shall be provided to the immediate supervisor.
2. The SPS shall, whenever possible, provide employees with a minimum of two (2) weeks notice of termination. Such notice shall state the specific cause(s) of termination.

SECTION H: Paraprofessional Mentoring Corps

~~A joint SEA and SPS committee will meet during the 2013-2014/2014-2015 2018-2019/2019-2020 school years to determine the feasibility of a Mentor Corps. If feasible, the District and SEA may agree to implement the Mentor Corps during the life of this contract. The committee will be charged with reviewing the following:~~

- ~~1. _____ Job description for Mentor~~
- ~~2. _____ Minimum qualifications for applying to be a member of the corps~~
- ~~3. _____ Professional development needed for those approved for the corps~~
- ~~4. _____ A method for how mentors will be assigned to those needing assistance~~
- ~~5. _____ An hourly rate of pay or how release time will be given when mentors are working with other employees~~
- ~~6. _____ Potential cost of the program~~

SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and 2019-20 school year.

ARTICLE V: CLASSIFICATION

ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

The SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of the SPS shall be available to all employees and the SEA for their review during the workday in Human Resources. In addition, the SPS will supply the SEA with a current and complete set of job descriptions for the SAEOP and Paraprofessional units.
2. When a job description for a bargaining unit position has been created or revised, a copy will be provided to the SEA.

SECTION C: Job Measurement System

1. The SPS will use the Job Measurement System and point factor table developed by the Joint Classification Committee and set out in Appendix C of this Agreement. The SPS shall use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.
2. The SPS and the SEA shall have a Joint Classification Oversight Committee consisting of 14 members: six (6) SPS, six (6) SEA, and two (2) mutually agreed upon neutral members. The SPS members shall be appointed by the Superintendent. The SEA members shall be appointed by the SEA President. The SPS and the SEA shall negotiate the appointment and any compensation of the two (2) neutral members. The Committee shall meet quarterly, or as needed.
3. The role of the Joint Classification Oversight Committee is to monitor the application of the Job Measurement System and process. The parties agree that it is desirable to maintain the Job Measurement System using periodic audits; therefore, the Joint Classification Oversight Committee will also monitor System maintenance.
4. A subcommittee of the Joint Classification Oversight Committee shall comprise the Appeals Panel for classification appeals. The Appeals Panel shall consist of one (1) SPS, one (1) SEA, and one (1) neutral member. The Appeals Panel will meet as needed.
5. Official records of classification results shall be maintained by Human Resources. Any supervisor interested in reviewing the results of ~~his/her~~ their employee's job classification/evaluation should contact Human Resources. Likewise, any employee or an authorized SEA representative who wishes to review the classification/evaluation results of ~~his/her~~ their current position should contact Human Resources.

SECTION D: New Positions

1. The supervisor/manager for the position shall provide Human Resources with a draft job description for the new position. The job description will be reviewed and evaluated by an HR analyst. The analyst will share the results with the supervisor/manager. Human Resources shall ensure that the job evaluation results for the new position are added to the SPS job description file and that a pay range is established for the position using the Job Measurement System and the negotiated salary schedules in Appendices A-1 through A-7.

ARTICLE V: CLASSIFICATION

2. Human Resources shall notify the SEA and the supervisor/ manager(s) involved of the final job evaluation results and pay range for the new position.
- ~~3. The SPS will notify the SEA of any new positions added at or below Management Schedule Grade Level 22.~~

SECTION E: Reclassification

1. The SPS has a continuous process of review and re-evaluation of job descriptions and classifications. Changes in classification of regular positions as determined by job analysis and evaluation may occur for reasons such as, but not limited to: changes in position duties and responsibilities as determined by the SPS; or inappropriate classification of an existing position.
2. The SEA on behalf of an employee or group of employees (two (2) or more), or the affected supervisor/department manager may initiate a request for reclassification. If an employee or a group of employees want to initiate a request on their own, the request will be vetted through SEA prior to being reviewed by a job analyst. A reclassification request will only be processed if the supervisor or department manager involved has been notified in writing and the SEA has agreed to move the review forward. All reclassification requests will be directed to Human Resources. Reclassification requests must be in writing and must be accompanied by a completed job content questionnaire if the position in question has been reviewed by an analyst, and further, the position has been appealed through Step 2 of the Classification Appeals Process, pursuant to the appeals procedure explained below. The position will not be reviewed again until one (1) calendar year after the initial request. The position can be reviewed sooner if there is mutual agreement between Human Resources and SEA due to changes in duties and responsibilities of the position.
3. A job analyst shall hold an explanatory conference with the person initiating the reclassification request within twenty-five (25) workdays of receiving the request. The employee(s) may be accompanied by ~~his/her~~ their supervisor and/or an SEA representative.
4. The job analyst will review any additional information, conduct the necessary research, and communicate ~~his/her~~ their decision in writing to the employee(s), the supervisor involved, and the SEA within twenty-five (25) workdays from the date of the explanatory conference. The written decision will be officially distributed in order to document the decision date for the affected employee(s), supervisor(s), and the SEA.
5. Human Resources shall coordinate with the supervisor when implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

SECTION F: Appeal Procedure

1. The SEA on behalf of employees, may appeal the classification decision of the job analyst by submitting a written appeal request to the Appeals Panel (send to Human Resources) within twenty-five (25) work days from the date of official notification. The Appeals Panel will hear the appeal within two meeting dates from receipt of the request for appeal. The Appeals Panel will review the job description and/or supplemental job documentation, the HR analyst's written review, and any other relevant information presented to the Panel. The employee(s) may be accompanied by ~~his/her~~ their supervisor and/or an SEA representative at the Appeals Panel hearing.
2. The Appeals Panel will communicate its decision to the Superintendent designee within five (5) workdays after the appeals hearing. Final approval of the decision of the Appeals Panel will be

ARTICLE V: CLASSIFICATION

made by the Superintendent designee within ten (10) workdays of receipt of the Appeals Panel's decision, and written notice of final approval will be provided immediately to the employee(s), the supervisor, and the SEA. Human Resources shall coordinate with the manager or supervisor involved in implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

3. The employee(s) and/or the SEA may request Expedited Arbitration in accordance with Article X, Section E of this agreement for any decision made by the Superintendent designee which disapproves a unanimous decision made by the Appeals Panel. The reasons for disapproval must be included in the notice of the Superintendent designee's decision explained in Section F.2 above. Expedited Arbitration must take place within sixty (60) calendar days of the Superintendent designee's decision.

SECTION G: Classification Downgrading

Any downgrading of a classification shall not become effective until the employee(s) affected has had an opportunity to appeal the decision through the appeals procedure described in Section F above. As long as the employee(s) remains in the same position, the salary of the employee(s) reclassified downward may be:

1. Allowed to advance normally within the newly assigned classification as long as the employee's salary prior to the reclassification is not more than the last step of the new classification; or
2. Frozen at the present dollar amount until such time as the last step of the new classification equals or surpasses the frozen amount.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION A: Three Phase Hiring Process

Each year SPS and the SEA agree to staffing processes for classified staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Notify classified employees of reduction in force (RIF) by the end of April.

The classified staffing process will include the following Phases:

Phase I:

(Site-Based Selection Process)

1. Positions will be advertised for current employees in regular positions who have been retained or displaced for the following year including those requesting option transfers.
2. An eligible applicant may only apply for a position with the same work year, FTE and verified job title as ~~he/she~~ they currently holds; an applicant may apply for a position with a shorter work year or lesser FTE than ~~he/she~~ they currently holds. Employees may not increase their FTE or length of work year during Phase I.
3. Vacancies generated by Phase I hiring will be posted in Phase II.
4. At the request of the hiring team, qualified substitutes may be interviewed in Phase I.

Phase II:

(Placement of Employees Covered Under Section 504 of the Rehabilitation Act of 1973 and other Displaced Staff).

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodation. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodation and will be aligned with the details of the approved 504 accommodation.

In Phase II all remaining vacant positions will be advertised for 504 displaced staff only and they will receive priority for remaining positions beginning with the Job Fair. Remaining vacant positions will be

ARTICLE VI: VACANCY, HIRING AND TRANSFER

advertised for displaced only (504 will have priority over other displaced). Human Resources will host a Job Fair where principals with vacant positions will meet with the 504 displaced to share information to prepare for in-person staffing.

1. In June, HR will host in-person staffing where remaining displaced employees will select a position in descending seniority order beginning with 504, then regular displaced, for the following school year.
2. At in-person staffing, displaced employees may select positions in one of their verified job titles at the same pay level or below, regardless of FTE.
3. A displaced employee may opt not to select a position until ~~he/she~~ the employee is least senior, if there is an available position in one of ~~his/her~~ their verified job titles, ~~he/she~~ they shall be assigned to that position regardless of FTE.
4. Prior to Phase III (Open Hiring) described below, HR will recall laid-off employees to vacant positions for which they hold the verified job title, provided no displaced employee with the verified job title remains.

Phase III:

Positions where there are no displaced or laid off classified employees will be identified for advertising and vacancies will be open to all applicants, internal and external.

SECTION B: General Description of the Vacancy, Hiring and Transfer Processes

Article VI Section B is a general explanation and, as such, is not grievable. The following description applies both to the Spring Staffing Process for vacancies that occur for the following school year and to vacancies that occur during the school year:

1. Potential vacancies are identified by principals/program managers.
2. Once a potential vacancy is identified, the principal/program manager completes a Personnel Change Request (PCR).
3. After a vacancy has been approved as valid, it is sent to HR for action.
4. Employment Services generally acts on vacancies in the following order:
 - a. Some period of advertising positions for staff with correct job titles to apply.
 - b. Placing those with return rights (during the work year).
 - c. Placing those with 504 accommodation needs.
 - d. Placing those with return rights and displaced employees (including those from Option Transfer) using the classified three Phase Hiring Process.
 - e. Laid-off employees are recalled and placed during the three Phase Hiring Process.
 - f. Any remaining vacancies are advertised and open to voluntary transfer.
 - g. Any remaining vacancies are available to inside and outside-SPS applicants.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

Administrative Transfers are placed as the need arises.

The provisions of this Article and Article VII describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION C: Vacancies

1. The SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. All vacancies in regular classified positions covered by this Agreement will be advertised. Excluded from this process are vacant positions subject to the provisions of Articles VII. Section F Layoff, VII.G Exemption Process, VII.I Placement of Displaced Staff, and VII.J Reemployment of Laid Off Employees.
3. Principals/program managers shall file a Position Change Request (PCR) upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position for any reason, including to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable reasons shall be approved by the District-level administrator. Delays for unnecessary or avoidable reasons shall be disapproved by the District-level administrator.

SECTION D: Career Ladder Promotions

It shall be a goal of the SPS to provide members of the bargaining unit with the opportunity to advance to more responsible positions, subject to the limitations of Article VI Sections E, F and G below: regarding Transfers.

1. A career ladder shall exist within the bargaining unit and related classified staff employment categories that shall provide preferential consideration for those who have at least a strong overall rating on their most recent performance evaluation and have appropriate training and experience for a more responsible position.
2. Upon completion of formal training requirements for a particular position, an employee who has demonstrated quality performance over a period of time shall receive priority consideration for promotion.
3. The SPS and the SEA recognize the need for career development opportunities for employees to improve their abilities and skills and to advance to more responsible positions.
4. An employee who transitions from classified to certificated non-supervisory work will be credited with seniority for displacement and lay-off/recall purposes equal to their years of accrued SPS classified seniority in January of the first year of certificated non-supervisory work.

SECTION E: Voluntary Transfers

1. The basic consideration in the assignment of employees in the SPS is the well-being of students, continuity, and specific needs of SPS programs. The appropriateness of the assignment will have a significant impact on the morale of employees and the effectiveness of the total educational program. Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action

ARTICLE VI: VACANCY, HIRING AND TRANSFER

goals of the SPS shall have consideration in placement and transfer of employees.

2. Employees who are on formal performance improvement plans (PIP) or probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate ~~Regional~~ Executive Directors of Schools. The SPS will notify the SEA of any transfers proposed for employees that are on probation.
3. Voluntary transfers which involve no increase in SP Salary Schedule level, hours and/or work year shall be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There shall be no one-semester time limit on transfers which involve an increase in SP Salary Schedule level, hours and/or work year. Employees with return rights to previously held positions are not required to remain in a placement for one semester if the opportunity to return to the previously held position arises. The provisions of this Section shall not apply to employees serving in an assignment due to involuntary transfer.
4. Application Procedure for Voluntary Transfer to Vacant Positions
 - a. To be considered an applicant for specific advertised position vacancies, eligible employees, as described in Article VI Section C.2 above, shall consult the SPS Employment website for application information.
 - b. Employment Services shall determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services shall notify the principal/program manager of the vacant position of those applicants to be interviewed within five (5) working days of the closing date of the advertised position. Applicants who do not receive an invitation to be interviewed should assume they will not be interviewed.
 - c. If the interview is scheduled during the employee's workday, that interview will be without loss of pay to the employee. The employee will minimize travel time to and from the interview. Substitutes will not be provided.
5. Selection Procedures
 - a. Referral Process: Employment Services shall refer the six (6) most senior applicants who meet the minimum qualifications as written on the job announcement, to the appropriate administrator for an interview, provided that:

If fewer than six (6) applicants, who are regular employees, meet the minimum qualifications for the position, Employment Services shall refer those additional applicants to a total of six (6) who most strongly exhibit the minimum and desired qualifications. In the event that an applicant is a substitute who has served as a SPS substitute for a minimum of six (6) months or 160 hours, whichever is less, and has equal or greater qualifications (minimum and desired), the substitute will receive priority consideration over outside-SPS applicants for inclusion in the list of six (6).
 - b. Classified Screening Process:
 - 1) Salary Schedule SP 15, 16, 17, 18, and 19 Positions

Employment Services shall refer six (6) applicants who meet the minimum qualifications for SP 15, 16, 17, 18 and 19 positions as written on the job announcement. The pool of six (6) qualified applicants shall be made up of the following, in priority order: 1) Current FTE employees; 2) Current SPS Substitutes;

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and 3) Non-SPS applicants. If there are not enough FTE applicants, substitutes, or non-SPS applicants, fewer than six (6) applicants may be interviewed.

2) Salary Schedule SP 20, 21, ~~and 22~~ and 23 Positions

Only current FTE bargaining unit employees may apply for SP 20, 21, ~~and 22~~ and 23 level positions. Employment Services shall screen all applications and refer those applicants who meet the qualifications to the building interview committee. The building interview committee shall interview the top three (3) senior qualified applicants, and it shall select three (3) additional qualified applicants from the pool supplied to it by Employment Services. If there are fewer than six (6) applicants, fewer applicants may be interviewed.

3) The make up of the selection committee will be as follows:

- a) Two (2) building staff, selected by SEA-represented employees. At least one (1) shall be a classified employee.
- b) The principal/program manager shall normally be a member of the committee and shall designate one (1) additional person. In the event the principal/program manager is unable to serve, ~~he/she~~ they shall designate another person to serve in ~~his/her~~ their behalf.
- c) Each building shall vote to determine if there will be participation by the site council or PTSA. In the event that the building decides to involve either the site council or PTSA, then they shall have one (1) PTSA or site council member on the committee. If the building decides not to include the site council or PTSA, then the committee shall be made up of the two (2) members designated by the SEA and the principal/program manager and ~~his/her~~ their designee.

4) The selection committee shall participate in a joint SEA/SPS interview training program (no less than one hour) relating to legal and procedural issues in employee selection.

5) The selection committee shall interview the candidates. The committee shall select a candidate and submit their recommendation to Employment Services which will make the offer of employment.

6) The selection committee shall attempt to reach consensus, but in the event consensus cannot be reached, the decision will be made by majority. The committee shall have full authority to select any of the six (6) qualified applicants.

7) The screening process is a good faith effort to transfer responsibility to the buildings for the hiring of classified staff. Both sides are free to present suggested modifications for succeeding collective bargaining agreements.

c. The applicants interviewed and not selected in processes described in Sections 5.a. and b. above shall be notified by a representative from the interview team within five (5) working days of the action taken to fill the position.

d. Once a position has been advertised as a specific position vacancy, the SPS shall not fill such a position with an administrative transfer.

6. Option Transfer (Voluntary Displacement)

ARTICLE VI: VACANCY, HIRING AND TRANSFER

- a. An option transfer request is submitted when employees, who have an overall performance evaluation rating of satisfactory or better, wish to vacate their current positions and voluntarily displace themselves during spring staffing for vacancies which become available for the subsequent work year. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.
- b. An option transfer request is submitted during the spring staffing process.
- c. Staff selecting option transfer will be placed in new positions using the same process used to place displaced employees described in Article VII Section I.

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:
 - a. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - b. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and ~~his/her~~ their effectiveness in the total educational program.
 - c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - d. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from ~~his/her~~ their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Human Resource Administrative Decision:
 - a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Article VI Section F.1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of an HR administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, ~~he/she~~ the employee will remain in the original assignment until a position is available.

SECTION G: Academic Summer Semester

First priority for hiring to the regular academic summer semester shall be given to qualified applicants who

ARTICLE VI: VACANCY, HIRING AND TRANSFER

did not work in the regular academic summer semester during the preceding summer.

SECTION H: Assignment and Letters of Employment

1. New and voluntarily transferred employees assigned to a position must work in the assignment designated on the PCR for a minimum of one semester, unless selected for a promotional position. Exceptions will be made only for necessary program changes and must be approved/disapproved by the District-level administrator.
2. Each new employee shall receive a job description and a form providing the following information:
 - a. Employee's name;
 - b. Job Title;
 - c. Salary placement on the SAEOP and Paraprofessional Employees Salary Schedules (Appendices);
 - d. Authorized work year;
 - e. Number of hours authorized per day; and,
 - f. Work location.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION A: General Description of the Staff Adjustment, Displacement, Layoff and Recall Processes

The following is a general explanation and, as such, is not grievable. Article VII Section B is a general description of staff adjustments (including displacement, layoff and recall) that are either a result of the Spring Staffing Process or a large reduction in funding.

1. Employees are notified of their seniority and verified job titles.
2. Principals and program managers identify positions that are funded and not funded for the ensuing year.
3. SPS identifies the number of people in each job title that will be retained and laid off.
4. Criteria to exempt specific employees from layoff are applied.
5. Employment Services notifies employees of their employment status (retained, displaced, or laid off) prior to the end of the school year.
6. Displaced employees are placed in vacancies before laid-off employees are recalled.
7. Laid-off employees are recalled before inside- or outside-SPS applicants are considered for vacancies.

The provisions of Article VI and this Article describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION B: General Provisions

1. The SPS will develop job groups and determine which job titles will make up each job group. Job groups will be based upon broad, common characteristics such as similarity of duties, training, and minimum qualifications. Any additions, deletions or other changes to the job groups will be done by the SPS after consultation with the SEA.
2. Job groups for the bargaining unit shall be as follows:
 - a. Program Support Paraprofessionals
 - b. Instructional Paraprofessionals
3. Each employee will be notified annually of the Job Group ~~he/she they~~ holds and all of the job titles that are in ~~his/her their~~ Job Group. Each employee will select job titles within ~~his/her their~~ Job Group for which ~~he/she they~~ meets minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based first on verified job title(s), second on FTE, and third on length of the most recent work year.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
2. Former employees who return to SPS employment are entitled to seniority previously earned.
3. Each employee will be retained by seniority order in their current job title.
4. Seniority for a laid-off employee who is rehired by December 1 of the first year after being laid off shall be calculated as if the employee had not been laid off.

SECTION D: Staff Adjustments and Displacements

1. Principals, program managers and other administrators shall make recommendations for staffing consistent with program requirements and services based on financial resources available.
2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.
3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE, but less than 1.0 FTE may choose between the following options:
 - a. Remain in ~~his/her~~ their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
4. An employee whose position is reduced to .5 FTE may choose between the following options:
 - a. Remain in the present position .5 FTE and be displaced for the remainder of ~~his/her~~ their FTE. If this option is chosen, he/she they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make him-/herself whole).
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
5. Principal/Program Manager Recommendations

Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:

 - a. Positions funded for the next work year will be identified.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

- b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as “displaced.”
- c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

SECTION E: Program Movement or Closure

1. Employees associated with a program that moves from one work site to another are assumed to move with the program. An employee who prefers to stay at the original site may do so, if there is a vacancy for which ~~he/she is~~ they are qualified. An employee who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will either
 - a. displace a less senior employee in the job title at the site, or
 - b. be displaced
2. If a program is terminated and then reinstated within two (2) school years, employees who were in that program shall have first priority for the vacancies in the job title they held when the program was terminated.
3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

SECTION F: Layoff

1. Adverse developments which can necessitate substantial layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
2. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing shall give priority to those programs and services which relate to instruction and welfare of students.
3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.
4. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.
5. Layoff Criteria

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

- a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.
 - b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
 - c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off.
6. Layoff Procedures
- a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
 - b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
 - c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
 - d. All employees will be listed by SPS seniority within current job title.
 - e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
 - f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.
 - 4) Employees initially placed in the unassigned pool shall have the same return rights as displaced employees as outlined in Article VII Section 1.3 below.

SECTION G: Exemption Process

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1. The SPS may take action on principal/program manager recommendations for exemptions to lay off using the following two (2) specific criteria:
 - a. Critical program and/or organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.
 - b. Special and unique skills and expertise: unique expertise or training in a critical instructional area as demonstrated by training, specific experience and education.
2. The SPS shall notify the SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: the exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

SECTION H: Notification of Employment Status

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

SECTION I: Placement of Displaced Staff

Staff Placement Guidelines:

1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.
2. If the least senior displaced unassigned employee does not select a position for which ~~he/she is they are~~ qualified, ~~he/she they~~ shall be assigned by the last week of August to any open position within ~~his/her their~~ current verified job titles and SP Salary Schedule level or below, based upon ~~his/her their~~ seniority and qualifications. If the employee, after being notified of ~~his/her their~~ least senior status in the Displaced Employee Pool, refuses an assignment, ~~he/she they~~ shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming ~~his/her the employees~~ refusal to accept an assignment
 - a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at ~~his/her their~~ current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to

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qualify for the position; or,

- 2) Sign a waiver form and be placed on the recall list.
- b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at ~~his/her~~ their current salary level, until a position becomes available within ~~his/her~~ their current SP Salary Schedule level or below, at which time ~~he/she/they~~ will be assigned in accordance with Article VII Sections I.2.a and VII I.3. a. and b.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
- 1) Job title for which the employee was retained;
 - 2) Job title on employee's job title verification sheet;
 - 3) Job title for which an employee is qualified but is not listed on verification sheet;
 - 4) Job title employee could qualify for as per Substitute Office evaluation.
- d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
- e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
- f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.
3. Return Rights
- a. Return to a comparable position: Based upon ~~his/her~~ their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall be extended for a second year.
 - b. Return to the building: Subsequent to the filling of vacancies under Article VII Section I.3. a. above, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the

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vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.

- 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.

4. Filling Remaining Vacancies

Subject to Article VII Section J.4. below, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Article VI Section E.

SECTION J: Reemployment of Laid Off Employees (Recall)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only and shall have no impact on displacement or lay off for which the employee has already been notified.
2. Employment Services shall identify positions to which to recall laid off employees consistent with Article VI Section C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed ~~his/her~~ their prior service with the SPS shall be utilized in determining ~~his/her~~ their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited ~~his/her~~ their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII.J.2.b above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.
6. Accumulated seniority and sick leave are retained for those reemployed following layoff due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.

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7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

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ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

SECTION A: Short-Term Compensated and Uncompensated Leaves

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave

- a. At the beginning of each school year, each employee shall be credited with an advance Sick Leave allowance equal to one (1) day per month of the employee's work calendar, as outlined in Appendix J. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
- b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
- c. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.400.300 and the rules and regulations of the Superintendent of Public Instruction under that law. Employees may accrue sick leave in accordance with state law. Classified employees may accrue up to the number of contract days that they work in a school year. For example: a classified employee who works a 203-day work year can accrue up to 203 days of sick leave for use as sick leave.
- d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize ~~his/her~~ their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because ~~his/her~~ they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay; or 2) to use their sick or personal leave.
- e. Sick Leave may, be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for ~~his/her~~ their return to work as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of ~~his/her~~ their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, ~~his/her~~ their position will be held for ~~his/her~~ their return for the period of time covered by the FMLA or until the end of the twenty-five (25) day grace period whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition to Human Resources.

f. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once approved, these days can be used flexibly, upon approval and pre-arrangement with principal/supervisor.

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- g. In order to support employees with parental leave requirements related to the birth or placement of a child with the employee subsequent to the period of disability, employees are eligible to apply their accrued sick and personal leave to remain in paid status during and up to 16 weeks of leave time qualifying for federal family and medical leave and state parental leave. In cases where employees' accrued leave balances are depleted to 40 hours of sick and vacation leave, employees are eligible to apply for shared leave during the 16 weeks of leave time qualifying for federal family and medical leave pursuant to District Shared Leave Guidelines. Employees may also apply for Washington State parental leave insurance and wages pursuant to Substitute Senate Bill 5975 after January 2020, if qualified for eligibility as set forth in the law. Contact Human Resources for information on District State provided benefits and for the leave application for the parental leave benefits.
 - h. For the purposes of the Family Medical Leave Act (FMLA), the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require the employee to provide medical verification before the leave is approved.
 - i. The supervisor may request a conference with the employee if ~~he/she is~~ they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.
 - j. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - k. Upon return from extended sick leave or FLMA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.
2. Personal Leave: Personal Leave, accrued as outlined in Appendix J, shall be available to employees for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of accrued sick leave may be used as personal leave days, providing a total of four (4) personal leave days and come from the employee's days of sick leave. See Appendix J. These days can be used for purposes of religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Unused Personal Leave may be converted and added to the employee's sick leave accrual at the end of the fiscal year as outlined in Appendix J.
3. The procedures for obtaining Sick or Personal Leave are as follows:
- a. An employee who anticipates the necessity for taking a short-term leave shall notify ~~his/her~~ their building principal/supervisor at least three (3) working days before taking the leave.
 - b. In cases of personal emergency or personal illness, when it is not possible to give three (3) days notice, the employee shall notify ~~his/her~~ their building principal/supervisor as soon as possible.

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- c. The employee must make proper arrangement for a substitute, if ~~he/she~~ they works in a position for which a pool of substitutes exists.
 - d. The employee must keep the building principal/supervisor informed about the expected duration of ~~his/her~~ their leave and ~~his/her~~ their expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their building principal/supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment, unless a written medical reason is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two (2) days.
4. Sick Leave Buy Back Shall Be Administered In Accordance With State Law.
- a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.
 - b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back program is contingent upon maintenance of the authorization provided in RCW 28a.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation

Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing regular duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. Such injuries or occupational illness occurring as a result of the employee performing regular services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty

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days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated leaves to bring total compensation to 100% of pre-disability until the leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which document a medical condition which prevents the employee from performing any regular duties.
 - c. The employee shall return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.
- a. Bereavement Leave shall be granted with full pay during the work year.
 - b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
 - c. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
8. Attendance at the Legislature
- Upon specific request of a Washington State Legislative committee and ~~his/her~~ their professional organization which is sent to Employment Services, and approval of the request by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and ~~he/she~~ the employee or the organization ~~he/she~~ represents pays for the substitute's salary.
9. Jury Service: Employees may serve as jurors in accordance with State and Federal laws.
- a. Arrangements for the necessary temporary leave shall be made in writing to the immediate supervisor.

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- b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the SPS upon receipt.
 - c. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.
10. Mandatory Court or Subpoenaed Appearances: To the extent possible, all leaves under Article VIII A.10 shall be scheduled outside of the school year. Upon request to the principal/supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
- a. When the employee's appearance is essential to, or on behalf of, SPS interests, leave shall be with full pay. To the extent possible, all leaves under Article VIII Section A.10 shall be scheduled outside of the work year.
 - b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
 - c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of ~~his/her~~ their substitute.
 - d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.
11. Adoption Leave:
- Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.
12. Salary deductions for absences for all other causes not covered by the above conditions or in cases when the compensation benefits have been exhausted shall be at the daily rate of the employee's salary.

SECTION B: Long-Term Uncompensated Leaves

1. Health Leave
- Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and rights afforded under the Family Medical Leave Act (FMLA).
- a. An employee who is unable to perform ~~his/her~~ their duties because of medical disability shall be eligible for, upon ~~his/her~~ their request and physician's verification, a leave without pay for the duration of disability up to one (1) year.
 - b. Employees who are out of their assignments for health reasons or who use ten (10) consecutive days of sick leave must submit a written leave application To Human

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Resources at that time. Approval will be granted if the employee has provided medical certification that ~~he/she is they are~~ they are unable to perform the essential functions of ~~his/her their~~ their job, and has signed a medical release that allows SPS to communicate with their medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for Health Leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.

- c. In the event a second year of health leave is necessary, an employee may apply for an additional year of Health Leave upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS appointed medical officer.
 - d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two (2) years will not be approved by Human Resources. In the event an employee has been on leave for more than two years (2) ~~he/she they~~ they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which ~~he/she is they are~~ they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.
 - e. Employees using Unpaid Health Leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
 - f. An employee who has been released by ~~his/her their~~ their medical provider to return from health leave on a part time basis may apply for a partial leave of absence, subject to the approval of ~~his/her their~~ their principal/supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on fulltime leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full time leave.
 - g. Seniority is retained but not accumulated while on Leave. No increment credit is allowed for the time when an employee is on Health Leave.
 - h. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to taking Health Leave will be returned with the same status upon completion of the Health Leave.
2. Child Care Leave
- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year, and shall be exclusive of rights under FMLA for the period of physical disability (childbearing leave.) Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.

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- b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources:
 - 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. Male and female employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay
- a. Human Resources may grant other long-term leaves without pay to those employees who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's FTE. Exceptions to the one (1) year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities serving in public office, study or travel, professional experience or other purposes approved by Human Resources.
 - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within twenty (20) work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March, of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm ~~his/her~~ their return will be considered a resignation from employment from the SPS.
 - g. Long term leave without pay will not be granted to any employee who is on a plan of improvement, on probation or currently subject to disciplinary action.
4. Placement Upon Return from Leave

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- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.
 - c. In the event an employee has been on leave for more than two (2) years, ~~he/she~~ they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.
 - d. Accumulated sick leave will be restored upon return from leave.
 - e. An employee seeking election to public office shall take a leave of absence without pay for the time ~~his/her~~ their campaign duties interfere with the orderly performance of ~~his/her~~ their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, ~~he/she~~ they shall resign from the District or apply for a temporary leave of absence without pay from the SPS.
5. Military Leave and Service Credit: Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Military training duty up to fifteen (15) calendar days leave per year or by law will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that he/she they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return date.

SECTION C: Inclement Weather Conditions

1. If severe weather conditions make it necessary for the SPS to declare schools closed for one (1) or more days, twelve (12) month employees may use accrued personal leave, accumulated

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- vacation time, or be permitted to make up the time lost per arrangement with their supervisors.
2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the SPS has not declared schools closed, the following shall apply:
 - a. Employees, including those assigned to school buildings, may use accrued personal leave, accumulated vacation days (twelve-month employees), or be permitted to make up time lost per arrangement with their supervisors.
 - b. Employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued personal leave, accumulated vacation time, or be permitted to make up time lost per arrangement with their supervisor.
 3. Regular school-year employees are not required to report to work when their buildings are closed but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.
 4. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
 5. After a decision has been made to close a building for the remainder of the day, the principal/program manager or ~~his/her~~ their designee shall inform the employees.
 6. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
 7. Principals/program managers will initially request volunteers to meet the operational needs of the building before requiring employees to remain. Employees will be paid at their per diem rate of pay if they are required to remain on site after the workday to supervise students.
 8. Any paid leave (such as personal or sick leave) requested for days which are normally worked but fall on days that the work site is not open due to inclement weather shall not be charged to the employee.
 9. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students with no loss of paid hours. With no loss of paid time, Stanford employees may delay the start of their work day the amount of time called for by the weather delay. Stanford employees will notify their supervisor that they will be arriving late.

SECTION D: Leaves for Association Activities

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.56 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.
2. Leave Provisions for Officers
 - a. The president and executive vice-president of the SEA shall be provided leave for the

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school year for which ~~he/she is~~ they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.

- b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
 - c. Bargaining unit employees who were or are elected to serve as an officer of the SEA in a full time or regular part time position shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request such leave of absence on the behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations, contingent upon being fully reimbursed by the SEA. Officers who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment adjustment for the time on leave, if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.
3. Special Requests for Released Time
- a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Executive Director of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
 - b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Executive Director of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.
4. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.
5. Conditions for Released Time

The officers of the SEA who have been provided leave pursuant to Chapter 41.56 RCW shall resume duties with the SPS at the conclusion of the term of office, unless reelected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to ~~his/her~~ their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the

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maximum in the salary lane. The SPS agrees to maintain accumulated sick/personal leave, retirement, and seniority rights for the officers during the period of the leave.

- 6. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

SECTION E: Vacations

- 1. Those employees on a regular monthly salary but who work only during the school year 200, 203, 222-day schedule) are allotted ten (10) days of paid vacation which are to be taken during the Winter and Spring vacations.
- 2. Employees on a twelve (12) month work schedule should use the entry or anniversary date of employment to determine years of service and compute the number of vacation days. Entry date is the first day in a permanent position; substitute time and part-time less than half-time is not included. Full-year employees are entitled to annual vacation time as follows:

<u>Years of Service</u>	<u>Vacation (Days per year)</u>
0 – 4	13 working days
5 – 11	18 working days
12 – 13	19 working days
14 – 15	20 working days
16 – 17	21 working days
18 – 19	22 working days
20 – 21	23 working days
22 – 23	24 working days
24 – 25	25 working days
26 – 27	26 working days
28 – 29	27 working days
30 or more years	28 working days

- a. Employees who leave the SPS will receive compensation for days of earned vacation due them using the decimal system. Beginning with four (4) years and one (1) month of service, the decimal will change from .835 to 1.250 to arrive at earned vacation of fifteen (15) days at the fifth (5th) year anniversary. If an employee terminates at four (4) years and six (6) months, payroll will adjust the paid vacation to 6 x .835 rather than the 1.250 that appears on the warrant. Vacation is awarded with the expectation of filling the year of service. An employee on a ten (10) day vacation schedule who terminated after three (3) months will receive vacation compensation at 3 x .835 days of earned vacation. No employee or his/her their estate shall receive reimbursement for more than thirty (30) vacation days at time of termination, less the number of vacation days, if any, cashed out upon a termination during the prior two (2) years. Any balance over thirty (30) days may be applied to scheduled vacation prior to termination.
- b. Vacation shall be scheduled in advance with the immediate supervisor. Where an employee has first exhausted all available sick leave, the equivalent of up to three workdays of vacation (not to exceed 24 hours), prorated based on FTE, may be used each

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year to cover sick leave. Sick leave procedures, as defined in Article VIII, Section A, Part 3 would still apply to use of sick leave hours for vacation leave hours.

- c. The maximum annual leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost, unless the employee, with the approval of ~~his/her~~ their supervisor has submitted for the approval of the Executive Director of Human Resources by June 16 of that year, a plan which will eliminate such excess days within three (3) years of the date of submission of the plan.
 - d. Employees with a balance of two-hundred forty hours (240) of annual leave or more, on August first of any year, can cash out up to three (3) days of vacation at the end of the same school year.
3. A school-year employee who transfers to a position with a twelve (12) month work schedule shall receive credit on the twelve (12) month employee vacation schedule for each completed school year served with pro rata adjustment for the first year.

SECTION F: Holidays:

Employees who are scheduled to work a 260-work year are entitled to twelve (12) paid holidays annually:

- | | |
|------------------------|------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Memorial Day |

Employees who are scheduled to work a 200, 203 and 222, work year are entitled to ten (10) paid holidays listed above if they fall within the work year:

- | | |
|------------------------|------------------------|
| Veteran's Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Martin Luther King Day |
| Christmas Eve Day | President's Day |
| Christmas Day | Memorial Day |

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

1. The Salary Schedules shall be comprised of the salary, step and grade of for each job title in the bargaining unit. There shall be a separate salary schedule for each specific work year (260-day, 223-day, 222-day, 204-day, 203-day and 200 day) and classified substitutes. The SAEOP and Paraprofessional Employees' (SP) Salary Schedules are found in the Appendices.
2. Salary Calculation
 - a. ~~The percentage increase for the Paraprofessional Employees Salary Schedules and the Salary Schedule for Classified Substitutes will be calculated on the basis of the State-funded percentage increase in salaries for classified basic education staff. For 2018-2019, salaries shall be increased by 10.5 percent.~~ The Classified Substitute rate will be increased by the same percentage.
 - b. ~~Prior to effectuating the pass-through increases above, the District will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the District's pass-through commitment noted above will be deemed null and void except as agreed in subsequent negotiations.~~
 - c. ~~In addition to the State-funded percentage, an across the board 3.0% increase will be added to the salary schedule for the 2015-2016 school year. In addition to the State-funded percentage, an additional across the board 2.0% increase will be added to the salary schedule for the 2016-2017 school year. In addition to the State-funded percentage, an additional across the board 4.5% increase will be added to the salary schedule for the 2017-2018 school year. The Classified Substitute rate will be increased by the same percentages.~~
 - d. ~~Additionally, eight (8) hours of technology time will be available for all staff in 2017-18. Technological training time will be made available for eight (8) one-hour periods during the school day although technological training may occur at any time during the school year. A form confirming that training has been completed must be submitted to be paid. No more~~
3. Increments

Increments shall be granted to all eligible employees, subject to the following conditions:

 - a. Eligible employees are defined as those who have completed at least three (3) consecutive months of uninterrupted regular District employment prior to September 1 of each year.
 - b. 260-day employees must be permanently employed by the District on or before June 1 of the preceding academic year in order to be eligible for an increment.
 - c. Employees who have a work year of less than 260 days must be permanently employed by the District on or before April 1 of the preceding academic year in order to be eligible for an increment.
4. Provisions for Summer Semester Salaries
 - a. Positions in the summer semester programs shall be established through the classification procedures of Employment Services.

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- b. Employees in the summer semester programs will be paid within the classification level (range) for the position they hold in the summer semester program. Step placement for such employees shall be as follows:
 - 1) A regular semester year employee who works in a summer semester program shall be compensated at the same step placement ~~he/she~~ they held at the end of the school year immediately past.
 - 2) A new employee, including any summer semester employee who worked as a substitute/hourly employee during the school year immediately past, who works in a summer semester program shall be compensated at the first step within the classification level for the summer semester position.
- c. Compensation for summer semester employment shall be in accordance with the salary schedule in effect at the end of the school year immediately past.

SECTION B: Group Insurance Provisions

- 1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
 - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
 - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
 - c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
 - d. Employees who arrange and are approved for a job share will receive pro rata benefits.
 - e. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.

2. Pooling

It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for classified employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

- a. The SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
- b. Any unutilized portion of the Group Insurance Fund Pool for classified employees of the SPS shall be computed annually by the SPS based on the December 1 payroll, with adjustments made for projected changes in classified employees' participation in group insurance programs.

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- c. Figures used by the SPS to compute the annual cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
- d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of December 1 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning January 1 through August 31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION C: Payroll Deductions

1. It shall be an exclusive right of employees who are members of the Association and who are covered by this Agreement pursuant to Article I, Section B of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Association an assignment authorizing payroll deduction of membership dues and/or fees to the Association and to State and National organizations with which it is affiliated. Such authorization shall then be submitted to the District Payroll Services by the Association. The District Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than ~~forty-five (45)~~ thirty (30) days after the submission of the authorization by the Association to the District Payroll Services. This authorization ~~shall~~ may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the Association to the District Payroll Services for use with new employees who join the staff during the year.
2. Authorization by employees for dues and/or fees to the Association ~~SEA~~ SEA shall continue in effect unless such authorization is revoked ~~by formal notice in writing which is delivered to the District Payroll Services by the employee who will also deliver or mail a copy of the formal written revocation to the Association. Such revocations of dues deductions may be made at the end of the Association's dues period on October 1 and on June 30 of each year, by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked his/her membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction, and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Association. The Association shall be responsible for notice to State and National organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.~~
 - a. The SEA authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.
 - b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the State and National organizations with which it is affiliated when such dues have been authorized by the employee on an

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assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of State or National professional organization dues and/or fees.

4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
6. Employees who are members of the School Employees Credit Union of Washington or similar financial institutions may authorize payroll deduction by presenting an authorization for such deduction.
7. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article IX, C, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION D: Travel Allowance/Travel Time

1. An employee who is authorized to use ~~his/her~~ their personal vehicle on District business shall be compensated at the rate which is the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor or by the principal at the building level in accordance with the budget and the established rules, regulations and procedures of the District.
2. Employees authorized to utilize their personal vehicle on District business shall carry insurance in accordance with Washington State law. No staff member will be required to transport students in ~~his/her~~ their personal vehicle.
3. Employees assigned to two (2) or more buildings shall be granted at least one-half (1/2) hour travel time to go from one building assignment to another.

SECTION E: Tax Sheltered Annuities

The District shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION F: Provisions for Salaries

1. Each employee shall receive ~~his/her~~ their salary in monthly installments on the first school business day of each month. During the months of July and August, salary warrants for an employee with a fully prorated salary shall be mailed to ~~his/her~~ their home address or to a designated bank at the employee's request no later than the first school business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the district will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty day of September, 2015.

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2. For individuals hired after the beginning of the work year, the corrected salary shall be paid pro rata for the remaining payments for that work year.
3. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of ~~his/her~~their right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article X Grievance Procedure.
4. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain employees in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

SECTION G: Substitute Provisions

1. Classified Substitutes
 - a. Employees should notify their school/office of intended absence as soon as possible.
 - b. If a substitute is authorized for that position, the school or office, upon being informed of the absence, shall notify Employment Services and request a substitute.
 - c. Upon request at the building level, a substitute may be provided by the SPS for instructional assistants who are absent from their places of assignment. Such substitutes will be provided on the basis of availability of funds and qualified personnel. Special efforts will be made whenever possible to provide substitutes for bus supervisors on the first day of absence. Requests for substitutes for bus supervisors should be directed to the Transportation Office or to the School Community Liaison Office as appropriate.
 - d. A classified substitute who has served for at least six (6) months or worked a minimum of 160 hours, whichever is less, will be given appropriate consideration for open positions over out-of-District applicants. Consideration means that the most qualified substitute applicant will be forwarded to the hiring team prior to any outside candidate. If there are four or less internal applicants for the position, the two most qualified substitute applicants will be given an interview. Except for career ladder positions, an administrator may also determine that the person working in the long-term position has been successfully executing the job functions of the position and can interview for the position if minimum qualifications have been met. A substitute with fewer than six (6) months or 160 hours as a substitute may apply for positions open to out-of-District applicants but will not warrant special consideration
 - e. After ~~sixty (60)~~forty-five (45) consecutive days in the same assignment, or continuous assignments in one building, classified substitutes shall, ~~on the first (1st) day of the month following the sixtieth (60th) work day~~, be eligible for health ~~benefits care, retirement, and regular assignment pay~~. Eligibility shall be for a minimum of three (3) months or longer if ~~heshe~~they continues in that assignment(s) after the ~~sixtieth (60th)~~forty-fifth (45th) work day. ~~He/she~~The classified substitute will continue to receive health benefits through the end of the budget year if ~~he/she~~they continues working in the same assignment through the end

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of the work year.

- f. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
 - g. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 hours for the previous year.
 - h. A 1:1 assignment of a paraprofessional to a student will be considered continuous regardless of any change in school or location that may occur, as long as the paraprofessional stays in the same assignment with the same student.
 - i. A continuous assignment can either be a single assignment or multiple assignments in the same school.
 - j. Medical insurance eligibility: when the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least ninety (90) days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.
2. Assignments:
- a. Only the District Substitute Service is authorized to make initial assignments.
 - b. Classified substitutes are released automatically at the end of the workday unless otherwise specified when the initial dispatch is made. If the service of the substitute is needed for an additional day(s), the building/program secretary will inform the substitute as well as the Substitute Service of the retention.
 - c. The District shall not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.
 - d. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District shall not use a classified substitute in lieu of regular classified personnel for more than forty (40) working days after a PCR is approved.
3. Request for a Specific Substitute:
- a. The District will advise employees in writing of the procedure(s) for requesting substitutes.
 - b. A request for a specific substitute made by a regular full-time or part-time employee shall be honored, if possible, provided that:

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- 1) The name of the substitute requested is listed on the substitute roster, is qualified for the assignment, and is available; and,
 - 2) The Substitute Service dispatcher receives the request by telephone or in writing no later than 7:00 p.m. the day preceding the absence of the regular employee. The Substitute Service will make a reasonable effort to honor requests received after 7:00 p.m.
4. Unavailability: A classified substitute who will be unavailable for more than one (1) calendar week or five (5) consecutive working days should indicate the dates ~~he/she is~~ they are unavailable in the AESOP Substitute System.
5. Rate of Pay:
- a. Substitute rates of pay are contained in Appendix A-78. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, ~~he/she~~ they shall have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay provided, however, the employee will report for work within a reasonable time frame.
 - c. One (1) missed day within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
 - d. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
6. General Information:
- a. The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion.
 - b. When a substitute is hired as a regular District employee into the position in which ~~he/she~~ has they have been serving as a substitute, the time served as a substitute in that position shall be counted in ~~his/her~~ their seniority.
 - c. A substitute may not be barred from a building/program unless the action is documented and gone through a disciplinary investigation as outlined in Article III and using the SEA/SPS jointly developed incident report form; and/or if the substitute has received an

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

unsatisfactory evaluation using the evaluation found in Appendix I. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.

- d. A substitute working in a long-term position of more than sixty (60) days will be evaluated using the substitute evaluation found in Appendix I, at least once, by the site administrator, if requested.
 - e. A substitute serving in one (1) single assignment for more than sixty (60) days, for someone on leave, shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment.
 - f. Substitutes working in long term substitute positions may, with the approval of the administrator, take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C, 2. c.
7. Substitute Unavailability Funds
- a. The SPS shall transfer to the school/program/office budget a sum equal to the appropriate daily substitute rate of pay for each occurrence during the school year when an SEA-represented substitute is requested using the normal process, but no substitute is available for the assignment, except when a substitute is called to cover for workshop attendance or other SPS initiated activities. The transfer of funds to schools/programs/offices will take place no later than two (2) months following the end of each quarter.
 - b. Each school/program/office will have an emergency substitute plan in place that equitably distributes the responsibility for covering assignments when an SEA-represented substitute is not available.
 - c. Each work year at the school/program/office level, employees in each SEA-represented bargaining unit will determine how to utilize the funds that are generated when they are impacted by substitute unavailability. Employees may decide on a policy to reimburse themselves for additional responsibilities when they are impacted by substitute unavailability, or they may determine another use for the funds.
 - d. If employees decide on a reimbursement policy:
 - 1) The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.
 - 2) The total amount available for reimbursement when a classified employee is impacted by the unavailability of a certificated substitute is \$5 less than the daily certificated substitute rate.
 - 3) The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- 4) The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.
 - 5) The reimbursement structure will be based on an equal division of pay among those impacted, and not on the pay rates or employment status of those impacted.
 - 6) The impacted employee must keep a record of the time(s) ~~he/she is~~ they are impacted by SEA-represented substitute unavailability.
 - 7) The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.
8. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.

SECTION H: Bus Passes

Upon request, employees may purchase Orca Transit passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE X: GRIEVANCE PROCEDURE

ARTICLE X: GRIEVANCE PROCEDURE

SECTION A: Purpose

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: Definitions

As used in this grievance procedure:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of written SPS regulations, rules, resolutions or SPS practices, and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the District covered by this Agreement having a grievance or the ~~Seattle Association of Educational Office Professionals~~, Seattle Education Association.
3. "Association" means the Seattle Education Association.
4. "Day" means a calendar day.
5. "Working day" means a day on the school calendar excluding holidays and Winter and Spring Vacations.

SECTION C: Initial Grievance Provisions

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly.

1. To expedite resolutions, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate SPS administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance

ARTICLE X: GRIEVANCE PROCEDURE

being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate District administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: Procedures

1. Step 1: Informal Discussion

An employee shall first take up a complaint or problem with ~~his/her~~ their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for such conference.

- a. The employee must notify the immediate administrative supervisor before the end of the informal discussion that ~~he/she~~ the employee considers the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that ~~he/she is~~ they are expected to adhere to the grievance process as outlined below.
- b. The immediate administrative supervisor may make a determination during the informal discussion and communicate ~~his/her~~ their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
- c. The immediate administrative supervisor may elect to provide ~~his/her~~ their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.

2. Step 2:

If the grievant is dissatisfied with the outcome of the informal private discussion(s), ~~he/she~~ they may, within ten (10) working days after receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations (or its successor) with a copy to the immediate administrative supervisor.

- a. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
- b. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
- c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the Association.

3. Step 3:

If the grievance is not adjusted to the satisfaction of the grievant under Step 2, the grievant may, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of

ARTICLE X: GRIEVANCE PROCEDURE

the copy of the Step 2 response by the SEA.

- a. The Department of Labor Relations will assign the grievance to an appropriate Central Administrator for review and conference at Step 3.
 - b. The formal conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.
 - c. A written response shall be mailed/given to the grievant by the designated Central Administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the Association.
4. Step 4, Arbitration:
- If the grievance is not adjusted to the satisfaction of the grievant under Step 3 within sixty (60) days after the Association's receipt of the copy of the Step 3 response, the Association may, within that time constraint, submit the grievance to binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: Expedited Arbitration

Procedure: Upon mutual consent of the SEA Executive Director and the District's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing within twenty (20) days of ~~his/her~~ their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth ~~his/her~~ their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: Powers of the Arbitrator

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in ~~his/her~~ their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: Expenses of Arbitration

ARTICLE X: GRIEVANCE PROCEDURE

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests, and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: Supplemental Conditions

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present ~~his/her~~ their grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

ARTICLE XI: NO-STRIKE CLAUSE

ARTICLE XI: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding such a situation.

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Phyllis Campano Michael Tamayo, SEA Vice President
Carrie Alefajo
Anne Aliverti
Vaughan Amare
Celina Austin
Steven Alvarez
Matthew Baudhuin
Marianne Clark
Roiko Dabney
Pamela Davis
Dazanne Davis-Porter
Davina Diaz
Maridith Dollente
David Domer
Ann Dunbar
Kate Eads
Karin Engstrom
Jennifer Evans
Vallerie Fisher
Daniel Gross
Rae Hanashiro
Peter Henry
Len Hill
Carolyn Hostetler
Lynne Hubbard
Shelly Hurley
Darryl James
Gwendolyn Jimerson
Dan Jordan
Tamara Kelley
Siobhan Kelly
Joe Kelly
Laura Lehn
Jennifer Matter
Micheal Melonson
Anna Munson
Patricia Murray
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Lisa Olsen
Farhiya Omer
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Marla Rasmussen
Elizabeth Robertson
Andy Russell
David Sandler
Kathy Saxon
Stan Strasner
Elsbeth Trejo-Savani
Michael Tamayo
Gary Thomas
Dan Trinh
Marian Wagner
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

Sherry Carr Leslie Harris, President
Sharon Peaslee Rick Burke, Vice President
Marty McLaren Jill Geary, Member at Large
Stephan Blanford Scott Pinkham
Harium Martin-Morris Eden Mack
Betty Patu
Sue Peters Zachary DeWolf

SSDSPS No. 1 Negotiating Team

Geoffrey D. Miller Sheryl Anderson-Moore,
Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Shauna Heath
Wyeth Jessee
Gerrit Kischner
Barbara Nahouraii
Anitra Pinchback-Jones
Keisha Scarlett
Amy Schwentor
Linda Sebring
Cashel Toner
Katherine Virga
Keven Wynkoop

Superintendent of Schools

Larry Nyland Denise Juneau

In witness whereof, the parties hereto have executed this Agreement
on this _____ day of September, 2015 _____, 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

~~Jonathan Knapp~~ Phyllis Campano, President
Seattle Education Association

~~Larry Nyland~~ Denise Juneau
Superintendent, Seattle Public Schools

~~John Donaghy~~, Executive Director
Seattle Education Association

~~Brent C. Jones~~ Clover Codd, Assistant Superintendent of
Human Resources, Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

DRAFT

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PREAMBLE

<p style="text-align:center">COLLECTIVE BARGAINING AGREEMENT Between SEATTLE SCHOOL DISTRICT NO. 1 and SEATTLE EDUCATION ASSOCIATION SEATTLE ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS (SAEOP)</p> <p style="text-align:center"><u>2015-2018-2018-2019</u></p>

PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.
- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the SPS.
- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
 - 1. High expectations of and by students and adults
 - 2. High support from SEA and SPS
 - 3. High success for students and staff
 - 4. High trust in parents/guardians, students and staff
 - 5. High engagement of community and families
 - 6. High degree of openness
 - 7. High personalization to meet the unique needs of both students and staff
- E. To accomplish this we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.

PREAMBLE

- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:
1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the SPS must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for SPS that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into the 1st day of September, ~~2015~~ 2018 by and between the Seattle Public Schools (aka Seattle School District No. 1), hereinafter called the "SPS," and the Seattle Education Association, hereinafter called the "SEA," representing the educational office professionals of the Seattle Public Schools defined in Article I, Section B.
2. The SPS and the SEA, as the exclusive representative of the educational office employees covered by this Agreement, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.56 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. The SPS recognizes the SEA to be the sole and exclusive bargaining agent for the educational office professionals in the bargaining unit and to be responsible for representing the interest of all such employees, pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, as amended.
2. Throughout the remainder of this Agreement, the employees covered hereunder will be referred to collectively as the "bargaining unit" and individually as "member" or as "employee."
3. The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. Substitute employees are included in the bargaining unit. Confidential employees as defined in RCW 41.56.030 and applicable WAC regulations and persons rendering voluntary, non-compensated service are excluded from the bargaining unit.
4. Casual/temporary employment shall not be used in lieu of filling a vacant represented position or to avoid creating a represented position. Casual/temporary employees shall not be used to fill vacant bargaining unit positions unless there are no qualified classified substitutes available. In the event that casual/temporary employees are used in lieu of classified substitutes represented by SEA, the SPS shall notify the SEA of such use.
5. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
6. Excluded from the bargaining unit are the confidential employees whose position titles are listed in Appendix C, in accordance with the definition of "confidential employee" in RCW 41.56.030 and applicable WAC regulations. The SPS shall periodically furnish the SEA with the names of such employees. Amendment of Appendix C shall be accomplished by following the same procedures set forth in this Section for amendment of Appendix B.
7. Whenever the SPS modifies the job title or the job description of any position listed in Appendix B, it shall furnish the text of such change to the SEA and Appendix B shall be considered as thereby amended to that extent. Should the SPS desire to delete a modified or discontinued job title from Appendix B, it shall so advise the SEA in writing giving the reasons. If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

Chapter 391-35 WAC.

8. Whenever the SPS creates a new job title and job description relating to office clerical work of the general type already included within the bargaining unit, it shall furnish the text of same to the SEA with a request that it be added to Appendix B provided:
 - a. The positions to be filled under such title are to be regular positions.
 - b. The positions to be filled are not confidential, as defined in Item 5 above.
 - c. The positions to be filled are not funded categorically under a program which has regulations either prohibiting such addition to the unit or which otherwise establish a separate community of interest among the employees to be added.

If the SEA concurs, it shall confirm this in writing and Appendix B shall be considered as thereby amended to that extent. Any dispute between the parties over proposed inclusion or exclusion of job titles not resolved by direct negotiations shall be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

- d. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit to areas of disagreement to PERC.

SECTION C: Application of Agreement

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to mutual agreement that it is necessary to utilize the provisions of Chapter 41.56 RCW. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.
2. Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue for supporting such employee's jobs. If funding for specific programs should diminish during the course of the year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

1. The term of this Agreement shall be effective September 1, ~~2015~~ 2018 through August 31, ~~2018~~ 2019 provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this agreement.
2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.56 RCW.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION E: Renegotiation and Distribution of Agreement

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement except as otherwise provided in this Agreement. The parties recognize that the work of the Joint Evaluation Committee, implementation of the new Three Phase Hiring Process and the Review of classification and compensation may result in the need to negotiate modifications to this Agreement during its term.

2. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process.

The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.
- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
- h. ~~TR~~ Contractual Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

- i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.
3. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.
4. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or applications shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.56 RCW.
5. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, ~~2018~~ 2019, written notice of the intent shall be given to the other party no sooner than March, but no later than April of the calendar year ~~2018~~ 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.56 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for ~~2015-2018~~ 2018-2019" shall be printed by the SEA after the Agreement has been ratified and signed, and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting online
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.

SECTION F: Contract Waivers

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.

1. The request must be for the purpose of implementing strategies for increasing academic achievement and tied to the building/program/s CSIP.
2. The request must include: (See Appendix M for SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA represented staff must vote to support the request.);

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

- c. Rationale for the waiver; specifically how will the waiver assist in increasing academic achievement, how the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff will be mitigated or addressed;
- d. Duration of Waiver - Waiver Requests may be for up to three years. Schools must review the waiver each year, and if the SEA represented staff determines they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent of Human Resources;
- e. Costs (if applicable);
- f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other program/buildings,
- g. After the building has conducted its process, the Waivers Request forms must be signed by the SEA representative and the building principal.

The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month so the respective committees can process and make recommendations to their appropriate decision making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent of Human Resources.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

The SEA and the SPS continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ~~insure~~ ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12 month period. The parties will make their best effort to assure that the Committee reflects racial and ethnic ~~composition of the students we serve~~ diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. ~~Convene within 60 days of ratification of this agreement, and~~ Convene ~~monthly. thereafter. The District will be responsible for organizing the initial convening.~~
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student ~~discipline~~ learning.
- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase equity and reduce disproportionality in an effort to align and coordinate initiatives.
- d. Identify human and financial resources that could support school-level and District-level initiatives.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

- e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.
 - f. Disproportionate discipline and the achievement and opportunity gap are present in every school, and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
 - ~~g. At the end of two years, the Committee will make a recommendation to the Leadership Committee as to the future scope of its work as regards eliminating disproportionate discipline, and reducing the opportunity and achievement gap.~~
 - g. Screen applications and select the schools for piloting Racial Equity Teams by December 4 week 6 of the start of the school year, of each year, review the work of Building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
 - h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
 - i. The District will set aside at least one half day of a District ~~TRC~~ contractual day for training related to disproportionate discipline racial equity in the 2016-17 school year each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
 - j. Ensure that ongoing training on implicit bias and Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
 - k. Review SPS progress on recruiting and retaining educators of color and make recommendations as appropriate.
 - l. Review the SPS Racial and Equity Analysis Tool and adapt as needed for use by BLT/PLTs.
2. The Leadership Committee
- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

- b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.
 - c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments; state as well as common district assessments; AP and IB course completion rates; length of time attending SPS, and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.
3. The Labor-Management Committee
- a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
 - b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of Human Resources, including the Labor Relations Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Director of Labor Relations will determine the agenda for these meetings.
4. Building Leadership Teams/Program Leadership Teams
- a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Team and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.
 - b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

- 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic ~~composition~~ diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Executive Director of Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
- c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:
- 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students. For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.
 - 2) A school-wide/program-wide professional development plan to support the CSIP/plan.
 - 3) The school/program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
- e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
- f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedure Manuals.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

- g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/Programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
 - h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
 - i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.
 - j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
 - k. When a staff, following the school/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) working days from the date that the issues are initially raised.
5. Building Racial Equity Teams/Program Racial Equity Teams
- a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend established through the Race and Equity Department, at least 10 additional teams will be added in 2018-2019, 2015-16, and 10 additional teams will be added in 2016-17.
 - b. The Racial Equity Team will consist of at least:
 - 1) ~~The principal~~ A building administrator/program supervisor, and
 - 2) At least four (4) ~~elected~~ SEA-represented staff. One of the four (4) ~~elected~~ seats will be designated for ~~and voted upon by~~ classified SEA-represented staff. Schools are encouraged to include staff members from special education and English Language Learning departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP.

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Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team.

Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

- 3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic composition of the school/program staff and school community.
- c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or cochaired by a SEA-represented member and a building administrator/program supervisor.
- d. The work of the Racial Equity Team may be combined with other school or program committees.
- e. The responsibilities of the Racial Equity Team are to:
 - 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality
 - 2) Review the District's recommendations on best practices and recommended initiatives
 - 3) Review school/program data on disproportionality in discipline and other areas
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity
 - 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity
- f. The District will convene Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee

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the planning of these meetings in conjunction with the SPS Department of ~~Race and Equity~~ Racial Equity Advancement and SEA Center for Race and Equity.

- g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

SECTION B: Decisions Regarding Use of Scheduled Time for Professional Development and Decision Making:

- A) There is an expectation by the parties that all employees will fully participate in the activities of the scheduled professional development and decision-making days that are part of their regular work calendar (~~LID~~, waiver, early release and building and SPS directed ~~TRT~~contractual days for certificated staff) as appropriate to their specific job responsibilities.
- B) SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
 - a. The equivalent of two (2) scheduled ~~TRT~~ contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
 - ~~b. Three (3) calendar waiver days for professional development;~~
 - ~~c. Five (½) half-day early releases, for purposes of school-wide staff development or site-based decision making to support the CSIP;~~
 - b. Decisions will be made by the building/program through the building/program decision-making model. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff on the BLT will make the decision as to the use of the days identified above.
- 3. Two (2) ~~TRT~~ contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
- 4. The final ~~TRT~~ contractual day will be an SPS-directed day for professional development.
- 5. A workday is defined as the number of hours in an employee's regular workday.
- 6. Employees may substitute an alternative activity if prior experience and/or training in the topic or alternative instructional needs suggest a better use of the time. A request to substitute an alternative activity because of prior experience and/or training or alternative instructional needs requires prior approval by the BLT. Any alternative must be consistent with the original purpose of the days.

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7. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building.
8. The SPS shall provide \$3,820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
9. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: Professional Development/Leadership Time

1. Each SAEOP employee shall be allocated the number of hours equivalent to eight (8) workdays for professional development and/or leadership activities each school year. The purpose of these days is to provide extra time for participating in school/program decision-making, building leadership activities, and/or training to enhance job skills and/or improve student learning.
2. A workday is defined as the number of hours in an employee's regular workday.
3. The paid activity (or activities) shall be by mutual agreement between the employee and his or her supervisor. An employee may appeal their supervisor's decision to the Labor/Management committee. Extra Time Reporting forms shall be utilized by the employee to document and claim such time.
4. Extra-Time Reporting forms used for this purpose for a specified school year must be submitted no later than June 30 of that school year. Employees who participate in professional development in July and August may utilize their unused professional development days, if any, from the just completed school year. If all professional development days from the just completed school year have been used, the employee can utilize days from the upcoming school year. The employee's Extra-Time Reporting form for July and August must be received by Payroll by August 31.
5. Time served for these activities must be within the forty-hour work week such that the employee is not in an overtime pay situation for these activities. Payment is at the employee's regular hourly rate of pay. If these activities must be performed in an overtime situation, the maximum amount of pay and hours may not exceed the pay and hours equivalent to eight (8) regular work days in each school year. The employee may also use days to pay for substitutes in order to attend professional development during the work day. Each substitute day will be equal to one day of pay.
6. Employees may use the equivalent dollars of up to three (3) days for overtime that has supervisor's prior approval.
7. Any unspent funds shall be recaptured by the SPS on a yearly basis. There shall be no carryover of these funds.

SECTION D: Professional Development Steering Committee

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ~~insure~~ ensure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
 - f. The Steering committee may form joint subcommittees or task forces as needs are identified. These subcommittees or task forces will be provided with clear guidance as to task, role, timing and support.

2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals
 - a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Executive Director of Curriculum and Instruction will review the work of the advisory committee any time there is a vacancy.
 - c. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - d. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.

3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPs in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.
 - a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
 - b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. ~~Race matters and~~ Cultural literacy:
 - a. The goal is to ~~insure~~ ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff brings to SPS and which will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community. Adult learning models designed to infuse all staff development and decision-making processes with culturally ~~relevant~~ responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.
 - c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.

SECTION E: Professional Development Training

Professional development training shall be offered by the SPS to employees in order to enable them to improve their abilities and skills, subject to available funding.

1. In-service courses for credit will address themselves to specific needs of the SPS and be relevant

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

to the employee's present or planned future responsibilities.

2. Professional development courses shall be made available at no cost except for material and transportation fees connected with participation in the course.
3. All material, tuition or transportation fees for college extension courses shall be paid by the employee.
4. Courses shall be offered in a variety of geographical locations whenever possible.
5. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating whenever feasible.
6. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model. The joint district/SEA special education best practices working group will determine what professional development should be offered to ensure a successful working environment with students. Special education instructional assistants can be required to participate in trainings adapted for their students' needs.

SECTION F: Professional Development Training Credit

Professional development training credit will be recorded for attendance and successful completion of requirements for workshops and institutes outside the SPS, provided the individual receives prior approval upon application to the Professional Development Office and that the workshop or institute is primarily a concentrated study session and/or classes for the improvement of skills.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or Federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the SPS through such policies, procedures and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: Rights of the SEA

Consistent with applicable law, there shall be no interference with the rights of the employees to become members of the SEA, and the SPS will not of itself or by any of its agents discriminate against, interfere with, or coerce any employee because of membership or non-membership in the SEA.

SECTION C: SEA Security

- ~~1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement in regard to SEA membership or the payment of an agency shop fee or alternatives as provided in accordance with Chapter 41.56 RCW are set forth below.~~
- ~~2. Employees may elect to become members of the SEA or may pay an agency shop fee equivalent to the local dues of the SEA. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the SEA, pursuant to Chapter 41.56 RCW.~~
- ~~3. In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity designated by the SEA, pursuant to Chapter 41.56 RCW.~~
1. The SEA agrees to indemnify and save the Board harmless against any liability which may arise by reasons of any action taken by the Board to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the payroll deduction for dues section (Article IX, Section D), including reimbursement for any legal fees or expenses incurred in connection therewith.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

2. Membership in the SEA, the legally recognized organization authorized to negotiate with the Board, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, sex, sexual orientation, gender expression or identity, marital status, age, handicap, use of a trained guide dog or service animal, veteran or military status, or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

1. There shall be no unlawful discrimination against any employee by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, national origin, veteran or military status, or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.
2. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
3. There shall be no discrimination against any employee for utilization of the grievance procedure.

SECTION E: Employee Personnel Files

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing, and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.
5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.

ARTICLE III: RIGHTS AND RESPONSIBILITIES

6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations and procedures of the SPS.
7. All materials related to the employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year.
8. Materials reviewed by an employee and judged by the employee to be derogatory to ~~his/her~~ their conduct, service, character or personality may be:
 - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of ~~his/her~~ the employees written personnel records.
 - b. Pursued by the use of the grievance procedure, except that material relating to an employee's performance evaluation may be challenged in accordance with Article IV,B.4.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed. The Performance Appraisal for SAEOP Employees shall become a part of the office employee's permanent classified employee file.
9. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
10. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION F: Communication Rights and Privileges

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each building by the SPS.
2. The SEA may use SPS buildings for meetings and to transact official business on SPS property at all reasonable times when custodians are normally on duty before and after work hours, provided that this shall not interfere with nor interrupt normal operations.
3. Any officer or authorized representative of the SEA so designated by the SEA and identified to the Superintendent shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement with the principal/supervisor at other times, provided that this shall not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives shall satisfy the principal/ supervisor that they are on official business before they proceed through the building to any room. All such visits shall not interfere with any employee's activities while on duty.
4. The SPS and the SEA agree that having the SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District

ARTICLE III: RIGHTS AND RESPONSIBILITIES

communication tools for union business to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA or SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION G: Creative Approach Schools

SPS and SEA agree that school staffs and communities know the needs of their students' best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.
3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix M.
 - a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.

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- f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
 - a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.
 - d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach Schools Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.
 - e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.
6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event a program is not budget neutral, the District may discontinue the program.
11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of

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implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three of the implementation.

12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating creative approach schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and School Board.

SECTION H: Representation Rights and Due Process

1. An employee who has received a written communication from ~~his/her~~ their supervisor indicating deficiencies requiring improvement, at ~~his/her~~ the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with ~~his/her~~ their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of the time limit.
2. The probationary and/or annual performance evaluation and evaluation conferences conducted by the supervisor in the evaluation process are specifically excluded from these provisions. Subsequent discussions of the matters reviewed in the evaluation may involve representation at the employee's request, pursuant to these provisions.
3. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint; and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the District unless this disclosure would compromise the District's investigation.
4. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, oral warning, written warning, or reprimand, suspension, and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specified grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.
5. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or

ARTICLE III: RIGHTS AND RESPONSIBILITIES

the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to ~~his/her~~ their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION I: Availability of Information

1. The SPS shall furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility. All requests for information must be directed to the Executive Director of Human Resources or ~~his/her~~ their designee.
2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS will be carefully evaluated, and the costs incurred shall be reimbursed by the SEA.

SECTION J: Sexual Harassment

It is the SPS's desire to have a work environment free of sexual harassment. Procedures for handling sexual harassment complaints will be in accordance with the SPS's sexual harassment policy.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

SECTION K: No Reprisal for Disclosing Misdeeds

The SPS agrees to abide by the SPS's Whistleblower policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein or the SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

SECTION L: HIV/AIDS, Hepatitis B Training and Inoculation requirements

1. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
2. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION M: Health and Safety Needs

1. The SPS will provide a safe and healthy workplace per State Law.
2. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
3. The District will inform all staff in an affected building or school as soon as possible upon learning

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that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five working days after the District has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures, including student discipline procedures, to make certain that schools are safe and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

SPS and SEA agree that employees should not have to be subjected to parent/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian, they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary, Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.
 - b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.

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- d. **Safety Plans:** Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.
 - e. **Emergency Exclusion for Safety Reasons:** A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of "no tolerance" for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.
- a. **Establishing a Safe Environment -** To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.
 - b. **Weapons**
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) **Possession of Dangerous Device or Weapon Other Than Firearm:** The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.
 - 3) **Items That Appear To Be Weapons:** The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.

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- 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).
 - 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or
 - b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.
5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.
- a. Consequences
 - 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:
 - a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
 - 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
 - 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
 - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
 - 5) The principal will be responsible for distribution to impacted staff.
 - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
 - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.

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- 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
 - 9) The student's parents or guardians will be promptly informed of the incident.
 - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to re-admittance to a new regular Seattle Public School.
 - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
 - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.
 - 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
- 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing ~~his/her~~ their duties will be prosecuted to the fullest extent provided by law.
7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.

SECTION O: Protection of Employees and Property

The SPS shall attempt to provide healthful working conditions for its employees consistent with Federal, State and local laws and their rules and regulations. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. The SPS will call upon other agencies (such as police, the courts, and social agencies) to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

ARTICLE III: RIGHTS AND RESPONSIBILITIES

1. Preservation of Order in the Schools

- a. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in ~~his/her~~ their possession, in the possession of another employee or student, or upon school premises.
- b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.

2. Benefits to Employees

- a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
- b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.).
- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of ~~his/her~~ their proper exercise of that force authorized in Item 1-a above or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent ~~him/her~~ the employee when ~~he/she~~ they have been assaulted in or around the school premises or as a direct result of ~~his/her~~ the employee performing ~~his/her~~ their duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accordance with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing ~~his/her~~ their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting ~~him/her~~ the employee to or from ~~his/her~~ their place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on SPS premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
 - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance, not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and ~~he/she~~ they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement, and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is

ARTICLE III: RIGHTS AND RESPONSIBILITIES

exhausted, it shall not be replenished until the following school year.

- 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.
 - 5) The use of personal equipment at work must have the prior approval of the principal/supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that ~~his/her~~ their insurance does not cover the damage or loss in question. An employee must exhaust ~~his/her~~ their own insurance recovery possibilities before being eligible for reimbursement under this Section.
 - 7) There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.
- f. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in, Section VIII. A, of this Agreement.

3. Reporting Procedures

An employee shall immediately report any assault suffered by ~~him/her~~ them in connection with SPS employment to ~~his/her~~ their supervisor or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items 2.c, d, e, and f above, ~~he/she~~ the employee shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.

4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request by an employee for information in its or their possession which relate to the assault or persons involved in it.
5. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, ~~he/she~~ the principal/program manager shall pass this information along to all employees who interact with those students.
6. Employees shall be trained by the SPS prior to being assigned to dispense medication. Employees shall be trained by the SPS prior to being assigned to insert catheters.
7. Employees will be provided with proper safety equipment when working with special needs students where health and safety issues are of concern.
8. All dispensing of medication will be in accordance with the law.

ARTICLE IV: EMPLOYMENT PROVISIONS

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION A: Length of Workday and Early Dismissal

1. The workday shall be in accordance with the hours authorized for the individual employee position and shall be in accordance with applicable Federal and State laws. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, ~~he/she~~ the principal/supervisor may require the employee to meet the building's regular schedule.
2. Upon special arrangement with the immediate supervisor, the employee may participate in a regularly scheduled meeting of the SEA held after the close of the student school day if the employee is an officer of the SEA or a member of the Bargaining Committee.
3. It is the duty and responsibility of principals/supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.
4. Employees working four (4) to six (6) hours are entitled to one (1) relief period of fifteen (15) minutes as part of the regular paid working day. Employees working six (6) hours or more are entitled to one (1) such period in the morning and one (1) in the afternoon. Where practicable, relief periods should be taken at regularly scheduled times.
5. The employee may request and be paid overtime at time and one-half for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week; or, compensatory time on a time and one-half basis is permitted for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week if the employee requests compensatory time off in lieu of overtime. Work schedules may be arranged during any given work week for absences due to routine medical/dental appointments, etc., if agreed upon by the employee and ~~his/her~~ their supervisor before the fact.
6. When students and classes are dismissed one (1) hour earlier than the regularly scheduled closing time on days before Thanksgiving holidays and Winter Vacation, all full-time employees will be released from duty one (1) hour earlier than their individual regularly scheduled time. If classified office employees at the Stanford Center cannot be dismissed one hour earlier on these days, due to having to maintain critical services, the employee will get to exchange the time for another date. The exchange will be worked out between the employee and the employee's supervisor.
7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance shall be provided for travel between the two work locations pursuant to Article IX,E of this Contract. The employee shall keep a mileage report. The affected principals will agree to the means for the reimbursement.
8. Starting with 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must

ARTICLE IV: EMPLOYMENT PROVISIONS

establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

9. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.

SECTION B: Evaluation

1. At the beginning of the employee's work year, the employee will meet privately with the principal/supervisor who is immediately responsible for ~~his/her~~ their evaluation, and meet with classroom teachers and other employees involved with ~~his/her~~ their services to define respective responsibilities, with the option of developing a written list of specific responsibilities consistent with the job descriptions, SPS rules, regulations, procedures, and the provisions of this Agreement.
2. Newly Hired Employees
 - a. Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.
 - b. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employee. Probationary Report forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of ~~his/her~~ their completed Probationary Report form from the principal/supervisor at the time of evaluation.
 - c. If the reports are satisfactory for the first three (3) months, the employee shall be placed on regular status. The District will make training on the evaluation process available quarterly.
 - d. If at the end of the first three (3) months an employee is performing unsatisfactorily, the principal/supervisor shall complete a Performance Appraisal form. The probationary period may be extended for a maximum of three (3) weeks. At the end of any probationary period, the employee will be re-evaluated and: a) be removed from probationary status, or b) be terminated.
 - e. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
 - f. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form and an opportunity must be provided, including reasonable help, for the employee to improve in the areas of weakness indicated. The employee shall have the right to have an SEA representative present when the Performance Improvement Report form is presented to the employee.
3. Regular Employees
 - a. An employee shall be evaluated by ~~his/her~~ their principal/supervisor at least once each year at any time prior to but no later than April 15th. Annual evaluations are considered to

ARTICLE IV: EMPLOYMENT PROVISIONS

cover a one (1) work year period and may incorporate evidence from the previous twelve months.

- b. The principal/supervisor shall discuss the evaluation in detail with the individual employee. Performance Appraisal forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of ~~his/her~~ their completed Performance Appraisal form from the principal/supervisor at the time of the evaluation.
- c. An employee's performance will be considered unsatisfactory when an employee receives one (1) unsatisfactory mark in any one (1) of the eight (8) categories. Throughout the work year, supervisors are to inform employees of their concerns as soon as they are observed so the employee has the opportunity to improve on their performance prior to getting an unsatisfactory rating. Informal observations may be documented in writing and if documented, a copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based on any such informal observation, the written documentation of the observation must be provided to the employee in order for that evidence to be used in the final evaluation.
- d. If an employee's performance is rated unsatisfactory on the Performance Appraisal form, the principal/supervisor shall complete a Performance Improvement Report form. An employee who has been rated unsatisfactory will be observed for four (4) work weeks. Employees may request two days of on-the-job mentoring to be provided prior to the final week of observation. A mentor will be provided if one is available. Mentors will be identified through a jointly agreed process by SPS and SEA, and will receive a 20% increase in their hourly rate for time spent as a mentor. The employee's request for mentoring must be submitted in writing to the principal within three (3) working days of receiving the Performance Improvement Report form. The principal will respond to the employee's written request within three (3) working days. At the end of that time period, the employee will be re-evaluated and if ~~he/she is they are~~ they are still performing unsatisfactorily in the same category(s), will be placed on probation for three (3) work weeks. At the end of this probationary period, the employee will be reevaluated and: a) be removed from probationary status, b) be placed on extended probation, which shall normally be for three (3) work weeks, or c) be terminated.
- e. At any time when a PIP is presented to the employee, the employee shall have the right to have an SEA representative present. An opportunity must be provided, including reasonable help, for the employee to improve in the area(s) of weakness indicated. Professional development may be requested by the employee to assist with deficiencies and incorporated into the plan.
- f. Regular employees who are transferred to positions which represent a change in job title may at the option of the principal/supervisor be evaluated monthly for three (3) consecutive months.
- g. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.
- h. Optional Participation in Goal Setting

In addition to the annual evaluation process, described above, any regular employee may participate in Goal Setting. Optional goal setting allows employees to receive a higher level

ARTICLE IV: EMPLOYMENT PROVISIONS

of recognition in their overall performance rating.

Employees who engage in goal setting are eligible to receive an overall rating of "Excellent" if they receive a rating of "Excellent" in at least five (5) competencies and a rating of "Strong" in the remaining competencies. Employees who do not engage in goal setting must receive an "Excellent" rating in at least seven (7) competencies and no rating less than "Strong" to have an overall rating of "Excellent".

- i. Optional Focused Evaluation
 - 1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on ~~his/her~~ their previous year's annual evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of ~~his/her~~ their decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.
 - 2) Those employees on a Focused Evaluation will utilize the formal evaluation tool which will be modified to provide for this option. The evaluator, in consultation with the employee will each identify one (1) specific competency on which to focus for the current school year so that the employee will be evaluated on a total of two (2) competencies. In the event both parties choose the same competency, they shall select an additional competency for a total of two (2).
 - 3) An employee may remain on the Focused Evaluation cycle for a period of three (3) years. All employees must receive a Comprehensive evaluation at least once every four (4) years.
 - 4) If an evaluator determines that the employee needs to be returned to the Comprehensive Evaluation, the evaluator will document the reason for the return and provide notice in writing to the employee. The employee will then be returned to the Comprehensive Evaluation for the current school year.
 - j. A classified employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee, unless performance concerns are identified by either principal, in which case both principals will do the evaluations.
4. Disputes over formal disciplinary action (suspension or termination), disputes over any unsatisfactory ratings in any performance category as determined by principal/supervisor, or disputes concerning exclusively a departure by the SPS from the procedural requirements of Article IV, Section B, shall be subject to the Grievance Provisions of Article X. Findings made and conclusions reached by the principal/supervisor, resulting in a performance rating of "Excellent," "Strong," or "Satisfactory," shall not be subject to the Grievance Provisions of Article X.
 5. There shall be no illegal eavesdropping.

SECTION C: Workload Management

1. Annual Workload Review at Schools

The Principal or Principal's designee shall meet with the entire school office staff in September to coordinate work distribution and daily schedules and to ensure that lunches and breaks are

ARTICLE IV: EMPLOYMENT PROVISIONS

provided. A written plan resulting from the meeting shall be distributed to all office staff. To coordinate adjustments to the plan, meetings shall be held periodically throughout the school year as needed to review workload, schedules and expectations and to prioritize tasks. The following directives shall govern such workload review:

- a. There will be a shared understanding of priorities.
- b. If a task is duplicative or unreasonably time-intensive, it will be evaluated and either changed or eliminated.
- c. The division of labor and key deadlines will be clarified through regular communication.
- d. In some cases, increased use of technology may be a cost-effective means of improving customer service.

2. Resolving Workload Concerns

The SEA and the SPS have an interest in efficient operations with workloads that permit office staff to complete their work on paid time, take lunch and breaks. Office staff members who believe that their workload is excessive may utilize the following process for resolving them. Workloads are not grievable, nor are adjustments or agreements precedent setting.

- a. The employee shall meet with their immediate supervisor to discuss their workload. They will jointly examine possibilities for adjustment including prioritization, efficiencies, elimination of some assignments, assignment of work to others, time allocations for duties, additional training, and any other means of resolving the matter. A SEA Building Rep or SEA staff person may participate in the meeting, if requested. A response from the supervisor or any agreement shall be made in writing.

If the employee is not satisfied with the outcome of the meeting described in a) above, they may request a meeting with the Director responsible for their school or department or whomever is the next level supervisor. The meeting shall take place within 14 days from the date of request. A SEA Building Rep or SEA staff person may participate in the meeting, if requested. A response from the Director or any agreement shall be made in writing.

3. Oversight: The Labor-Management Committee (described under Article II Professional Development and Closing the Achievement Gap) is charged with forming a SAEOP Workload Subcommittee to review and identify workload and efficiency suggestions such as those described below:

- Increase reliance on voice-mail to relieve office professionals of the burden of continuously answering phones while trying to accomplish other tasks.
- Improve efficiency and reduce workload in handling the registration of bilingual students.
- Provide training/support to office professionals required to administer medications to students.
- Minimize disruption and workload at the beginning of the school year by getting materials to the buildings early (preferably August 15) for distribution on the first day of school, reducing late enrollments, and expediting bus assignments for students who enroll late.
- Increase the buildings' capability to handle accounting, budgeting, student record keeping, report cards, and Immunization Status forms online.
- More efficient procedures for Fingerprinting, ASB, Field Trip Procedures, Safety in Schools, and increased Payroll Duties.

ARTICLE IV: EMPLOYMENT PROVISIONS

- a. The Labor-Management Committee will form work groups to study particular ideas. These work groups shall include office professionals, school staff, administrators, and union representatives. The Subcommittee will report findings and recommendations to the Labor-Management Committee, including the costs, benefits, feasibility, and potential timetables for implementation of their recommendations.
 - b. The Labor-Management Committee must make quarterly reports to the Leadership Committee (described under Site-Based Decision Making), to explain progress in the review of potential efficiencies such as those described above and implementation of new processes to reduce workload or improve productivity.
 - c. Four office professionals, including one from elementary, one from K-8, one from middle school, and one from high school, will be included in the SPS's Opening Schools Task Force to provide information and input with respect to the workload implications of new school opening policies under consideration.
4. Health Services Delivery: The staff, or an appropriate Building Committee, including a SAEOP representative and the Principal will annually discuss how to provide health services to students when a school nurse or health assistant is not present. (Held at the start of the school year and again as the budget is being prepared.)
 5. School-Wide Discipline Responsibilities: Each school shall have school-wide discipline plans that designate which individuals are responsible for student discipline, including the supervision of students being disciplined.
 6. Registrars' Work Schedules: With agreement between the Principal and the Registration Specialist/Data Registration Assistant, Registrars may flex their work schedules to accommodate work responsibilities at the end of the school year.
 7. Building budgets will be allocated a fund of \$2500/school to be used, based upon input by impacted building SAEOPs, to address peak load extra help, extra days or overtime that is pre-approved by the principal. If an employee's request to work overtime is denied, the principal and the employee will meet to determine how to prioritize work tasks within the work day.
 8. When SAEOPs are required to attend District trainings, substitutes will be provided and will not be charged to the school budget.
 9. System-Wide SPS Work: There will be a joint SPS/SEA Technology Advisory Working Group that will include equal appointments from the district and SEA. The duties of the committee will be to review technology for purchase, training needs, and implementation schedule. The SPS will notify and involve SEA when planning and implementing new major business and reporting practices that directly affect how employees perform their duties
 10. Addressing Workload Issues in the Budget and Staffing Process

Budget instructions as agreed between the SEA and the SPS shall be included in the "Budget Tools, Forms and Guidelines Book" each year to address office staff workload issues during the budget and staffing decision-making process.
 11. If SAEOP positions are cut from any department, the supervisor is required to meet with the remaining employees to discuss how tasks will be reassigned, or if possible, eliminated.

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION D: Affirmative Action

1. The SPS Board selects employees as needed on the basis of merit, training, and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bona fide occupational qualification, and the SPS shall comply with State or Federal laws as may pertain thereto.
2. The Affirmative Action program goal for the SPS is to attract, develop and retain a high-performing, multicultural workforce to serve diverse student needs.
3. In implementing the Affirmative Action program the SPS shall recruit, employ, retain and assign personnel in conformity with State and Federal laws, rules, regulations and directives.

SECTION E: Liability Coverage and Hold Harmless Provisions

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with the employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.
2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the SPS's Liability Protection program shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION F: Resignation and Termination

1. Employees who are terminating from SPS employment shall, whenever possible, submit a two (2) weeks written notice of resignation which states the reason for leaving and the last date the employee will work to Employment Services. A copy of the notice shall be provided to the immediate supervisor.
2. The SPS shall, whenever possible, provide employees with a minimum of two (2) weeks' notice of termination. Such notice shall state the specific cause(s) of termination.

SECTION G: SAEOP Mentoring Corps

~~A joint SEA and SPS committee will meet during the 2013-2014/2014-2015 school years to determine the feasibility of a Mentor Corps. If feasible, the District and SEA may agree to implement the Mentoring Corps during the life of this contract. The committee will be charged with reviewing the following:~~

ARTICLE IV: EMPLOYMENT PROVISIONS

1. ~~Job description for Mentor~~
2. ~~Minimum qualifications for applying to be a member of the corps~~
3. ~~Professional development needed for those approved for the corps~~
4. ~~A method for how mentors will be assigned to those needing assistance~~
5. ~~An hourly rate of pay or how release time will be given when mentors are working with other employees~~
6. ~~Potential cost of the program~~

SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and 2019-20 school year.

Upon request and if funds and personnel are available, newly hired SAEOPs may be provided with a job alike mentor from among retired SAEOPs.

ARTICLE V: CLASSIFICATION

ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

The SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of the SPS shall be available to all employees and the SEA for their review during the workday in Human Resources. In addition, the SPS will supply the SEA with a current and complete set of job descriptions for the SAEOP and Paraprofessional units.
2. When a job description for a bargaining unit position has been created or revised, a copy will be provided to the SEA.

SECTION C: Job Measurement System

1. The SPS will use the Job Measurement System and point factor table developed by the Joint Classification Committee and set out in Appendix D of this Agreement. The SPS shall use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.
2. The SPS and the SEA shall have a Joint Classification Oversight Committee consisting of 14 members: six (6) SPS, six (6) SEA, and two (2) mutually agreed upon neutral members. The SPS members shall be appointed by the Superintendent. The SEA members shall be appointed by the SEA President. The SPS and the SEA shall negotiate the appointment and any compensation of the two (2) neutral members. The Committee shall meet quarterly, or as needed.
3. The role of the Joint Classification Oversight Committee is to monitor the application of the Job Measurement System and process. The parties agree that it is desirable to maintain the Job Measurement System using periodic audits; therefore, the Joint Classification Oversight Committee will also monitor System maintenance.
4. A subcommittee of the Joint Classification Oversight Committee shall comprise the Appeals Panel for classification appeals. The Appeals Panel shall consist of one (1) SPS, one (1) SEA, and one (1) neutral member. The Appeals Panel will meet as needed.
5. Official records of classification results shall be maintained by Human Resources. Any supervisor interested in reviewing the results of ~~his/her~~ their employee's job classification/evaluation should contact Human Resources. Likewise, any employee or an authorized SEA representative who wishes to review the classification/evaluation results of ~~his/her~~ their current position should contact Human Resources.

SECTION D: New Positions

1. The supervisor/manager for the position shall provide Human Resources with a draft job description for the new position. The job description will be reviewed and evaluated by an HR analyst. The analyst will share the results with the supervisor/manager. Human Resources shall ensure that the job evaluation results for the new position are added to the SPS job description file and that a pay range is established for the position using the Job Measurement System and the negotiated salary schedules in Appendices A-1 through A-7.

ARTICLE V: CLASSIFICATION

2. Human Resources shall notify the SEA and the supervisor/ manager(s) involved of the final job evaluation results and pay range for the new position.
3. ~~The SPS will notify the SEA of any new positions added at or below Management Schedule Grade Level 22.~~

SECTION E: Reclassification

1. The SPS has a continuous process of review and re-evaluation of job descriptions and classifications. Changes in classification of regular positions as determined by job analysis and evaluation may occur for reasons such as, but not limited to: changes in position duties and responsibilities as determined by the SPS; or inappropriate classification of an existing position.
2. The SEA, on behalf of an employee, or group of employees (two (2) or more), or the affected supervisor/department manager may initiate a request for reclassification. If an employee or group of employees wants to initiate a request on their own, the request will be vetted through SEA prior to review by a job analyst. A reclassification request will only be processed if the supervisor or department manager involved has been notified in writing and SEA has agreed to move the review forward. All reclassification requests will be directed to Human Resources. Reclassification requests must be in writing and must be accompanied by a completed job content questionnaire. If the position in question has been reviewed by an analyst, and the position has been appealed through Step 2 of the Classification Appeals Process, pursuant to the appeals procedure explained below, the position will not be reviewed again until one (1) calendar year after the initial request. The position can be reviewed sooner if there is mutual agreement between Human Resources and SEA due to changes in duties and responsibilities of the position.
3. A job analyst shall hold an explanatory conference with the person initiating the reclassification request within twenty-five (25) workdays of receiving the request. The employee(s) may be accompanied by ~~his/her~~ their supervisor and/or an SEA representative.
4. The job analyst will review any additional information, conduct the necessary research, and communicate ~~his/her~~ their decision in writing to the employee(s), the supervisor involved, and the SEA within twenty-five (25) workdays from the date of the explanatory conference. The written decision will be officially distributed in order to document the decision date for the affected employee(s), supervisor(s), and the SEA.
5. Human Resources shall coordinate with the supervisor when implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

SECTION F: Appeal Procedure

1. The SEA on behalf of employees may appeal the classification decision of the job analyst by submitting a written appeal request to the Appeals Panel (send to Human Resources) within twenty-five (25) work days from the date of official notification. The Appeals Panel will review the job description and/or supplemental job documentation, the HR analyst's written review, and any other relevant information presented to the Panel. The employee(s) may be accompanied by ~~his/her~~ their supervisor and/or an SEA representative at the Appeals Panel hearing.
2. The Appeals Panel will communicate its decision to the Superintendent designee within five (5) workdays after the appeals hearing. Final approval of the decision of the Appeals Panel will be

ARTICLE V: CLASSIFICATION

made by the Superintendent designee within ten (10) workdays of receipt of the Appeals Panel's decision, and written notice of final approval will be provided immediately to the employee(s), the supervisor, and the SEA. Human Resources shall coordinate with the manager or supervisor involved in implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

3. The employee(s) and/or the SEA may request Expedited Arbitration in accordance with Article X, Section E of this agreement for any decision made by the Superintendent designee which disapproves a unanimous decision made by the Appeals Panel. The reasons for disapproval must be included in the notice of the Superintendent designee's decision explained in Section F.2 above. Expedited Arbitration must take place within sixty (60) calendar days of the Superintendent designee's decision.

SECTION G: Classification Downgrading

Any downgrading of a classification shall not become effective until the employee(s) affected has had an opportunity to appeal the decision through the appeals procedure described in Section F above. As long as the employee(s) remains in the same position, the salary of the employee(s) reclassified downward may be:

1. Allowed to advance normally within the newly assigned classification as long as the employee's salary prior to the reclassification is not more than the last step of the new classification; or
2. Frozen at the present dollar amount until such time as the last step of the new classification equals or surpasses the frozen amount.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION A: Three Phase Hiring Process:

Each year SPS and the SEA agree to staffing processes for classified staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Notify classified employees of reduction in force (RIF) by the end of April.

The classified staffing process will include the following Phases:

Phase I:

(Site-Based Selection Process)

1. Positions will be advertised for current employees in regular positions who have been retained or displaced for the following year including those requesting option transfers.
2. An eligible applicant may only apply for a position with the same work year, FTE and verified job title as ~~he/she~~ they currently holds; an applicant may apply for a position with a shorter work year or lesser FTE than ~~he/she~~ they currently holds. Employees may not increase their FTE or length of work year during Phase I.
3. Vacancies generated by Phase I hiring will be posted in Phase II.
4. At the request of the hiring team, qualified substitutes may be interviewed during Phase I.

Phase II:

(Placement of Employees Covered Under Section 504 of the Rehabilitation Act of 1973 and other Displaced Staff)

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodation. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodation and will be aligned with the details of the approved 504 accommodation.

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In Phase II all remaining vacant positions will be advertised for 504 displaced staff only and they will receive priority for remaining positions beginning with the Job Fair. Remaining vacant positions will be advertised for displaced only (504 will have priority over other displaced). Human Resources will host a Job Fair where principals with vacant positions will meet with the 504 displaced to share information to prepare for in-person staffing.

1. In June, HR will host in-person staffing where remaining displaced employees will select a position in descending seniority order beginning with 504, then regular displaced, for the following school year.
2. At in-person staffing, displaced employees may select positions in one of their verified job titles at the same pay level or below, regardless of FTE.
3. A displaced employee may opt not to select a position until ~~he/she is~~ they are least senior, if there is an available position in one of ~~his/her~~ their verified job titles, ~~he/she~~ they shall be assigned to that position regardless of FTE.
4. Prior to Phase III (Open Hiring) described below, HR will recall laid-off employees to vacant positions for which they hold the verified job title, provided no displaced employee with the verified job title remains.

Phase III:

Positions where there are no displaced or laid off classified employees will be identified for advertising and vacancies will be open to all applicants, internal and external.

SECTION B: General Description of the Vacancy, Hiring and Transfer Processes

Section VI.B is a general explanation and, as such, is not grievable. The following description applies both to the Spring Staffing Process for vacancies that occur for the following school year and to vacancies that occur during the school year:

1. Potential vacancies are identified by principals/program managers.
2. Once a potential vacancy is identified, the principal/program manager completes a Personnel Change Request (PCR).
3. After a vacancy has been approved as valid, it is sent to HR for action.
4. Employment Services generally acts on vacancies in the following order:
 - a. Some period of advertising positions for staff with correct job titles to apply.
 - b. Placing those with 504 accommodation needs.
 - c. Placing those with return rights and displaced employees (including those from Option Transfer) using the classified Three Phase Hiring Process
 - d. Laid-off employees are recalled and placed during the Three Phase Hiring Process
 - e. Any remaining vacancies are advertised and open to voluntary transfer
 - f. Any remaining vacancies are available to inside and outside-SPS applicants

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Administrative Transfers are placed as the need arises.

The provisions of this Article and Article VII describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION C: Vacancies

1. The SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. All vacancies in regular classified positions covered by this Agreement will be advertised. Excluded from this process are vacant positions subject to the provisions of Sections VII. F Layoff, VII.G Exemption Process, VII.I Placement of Displaced Staff, and VII.J Reemployment of Laid Off Employees.
3. Principals/program managers shall create a PCR upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position for any reason, including to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable reasons shall be approved by the District-level administrator. Delays for unnecessary or avoidable reasons shall be disapproved by the District-level administrator.

SECTION D: Career Ladder Promotions

It shall be a goal of the SPS to provide members of the bargaining unit with the opportunity to advance to more responsible positions, subject to the limitations of Sections VI E, F and G below: regarding Transfers.

1. A career ladder shall exist within the bargaining unit and related classified staff employment categories that shall provide preferential consideration for those who have at least a strong overall rating on their most recent performance evaluation and have appropriate training and experience for a more responsible position.
2. Upon completion of formal training requirements for a particular position, an employee who has demonstrated quality performance over a period of time shall receive priority consideration for promotion.
3. The SPS and the SEA recognize the need for career development opportunities for employees to improve their abilities and skills and to advance to more responsible positions.
4. An employee who transitions from classified to certificated non-supervisory work will be credited with seniority for displacement and lay-off/recall purposes equal to their years of accrued SPS classified seniority in January of the first year of certificated non-supervisory work.

SECTION E: Voluntary Transfers

1. The basic consideration in the assignment of employees in the SPS is the well-being of students, continuity, and specific needs of SPS programs. The appropriateness of the assignment will have a significant impact on the morale of employees and the effectiveness of the total

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educational program. Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS shall have consideration in placement and transfer of employees.

2. Employees who are on formal performance improvement plans (PIP) or probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate Regional Executive Directors. The SPS will notify the SEA of any transfers proposed for employees that are on probation.
3. Voluntary transfers which involve no increase in SP Salary Schedule level, hours and/or work year shall be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There shall be no one-semester time limit on transfers which involve an increase in SP Salary Schedule level, hours and/or work year. Employees with return rights to previously held positions are not required to remain in a placement for one semester if the opportunity to return to the previously held position arises. The provisions of this Section shall not apply to employees serving in an assignment due to involuntary transfer.
4. Application Procedure for Voluntary Transfer to Vacant Positions
 - a. To be considered an applicant for specific advertised position vacancies, eligible employees, as described in Article VI Section C.2 above, shall consult the SPS Employment website for application information.
 - b. Employment Services shall determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services shall notify the principal/program manager of the vacant position of those applicants to be interviewed within five (5) working days of the closing date of the advertised position. Applicants who do not receive an invitation to be interviewed should assume they will not be interviewed.
 - c. If the interview is scheduled during the employee's workday, that interview will be without loss of pay to the employee. The employee will minimize travel time to and from the interview. Substitutes will not be provided.
5. Selection Procedures
 - a. Referral Process: Employment Services shall refer the six (6) most senior applicants who meet the minimum qualifications as written on the job announcement, to the appropriate administrator for an interview, provided that:

If fewer than six (6) applicants, who are regular employees, meet the minimum qualifications for the position, Employment Services shall refer those additional applicants to a total of six (6) who most strongly exhibit the minimum and desired qualifications. In the event that an applicant is a substitute who has served as a SPS substitute for a minimum of six (6) months or 160 hours, whichever is less, and has equal or greater qualifications (minimum and desired), the substitute will receive priority consideration over outside-SPS applicants for inclusion in the list of six (6).
 - b. Classified Screening Process:
 - 1) Salary Schedule SP 15, 16, 17, 18, and 19 Positions

Employment Services shall refer six (6) applicants who meet the minimum

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qualifications for SP 15, 16, 17, 18 and 19 positions as written on the job announcement. The pool of six (6) qualified applicants shall be made up of the following, in priority order: 1) Current FTE employees; 2) Current SPS Substitutes; and 3) Non-SPS applicants. If there are not enough FTE applicants, substitutes or non SPS applicants, fewer than six (6) applicants may be interviewed.

2) Salary Schedule SP 20, 21 and 22 Positions

Only current FTE bargaining unit employees may apply for SP 20, 21 and 22 level positions. Employment Services shall screen all applications and refer those applicants who meet the qualifications to the building interview committee. The building interview committee shall interview the top three (3) senior qualified applicants, and it shall select three (3) additional qualified applicants from the pool supplied to it by Employment Services. If there are fewer than six (6) applicants, fewer applicants may be interviewed.

3) The makeup of the selection committee will be as follows:

a) Two (2) building staff, selected by SEA-represented employees. At least one (1) shall be a classified employee.

b) The principal/program manager shall normally be a member of the committee and shall designate one (1) additional person. In the event the principal/program manager is unable to serve, ~~he/she~~ they shall designate another person to serve ~~in his/her~~ on their behalf.

c) Each building shall vote to determine if there will be participation by the site council or PTSA. In the event that the building decides to involve either the site council or PTSA, then they shall have one (1) PTSA or site council member on the committee. If the building decides not to include the site council or PTSA, then the committee shall be made up of the two (2) members designated by the SEA and the principal/program manager and ~~his/her~~ their designee.

4) The selection committee shall participate in a joint SEA/SPS interview training program (no less than one hour) relating to legal and procedural issues in employee selection.

5) The selection committee shall interview the candidates. The committee shall select a candidate and submit their recommendation to Employment Services which will make the offer of employment.

6) The selection committee shall attempt to reach consensus, but in the event consensus cannot be reached, the decision will be made by majority. The committee shall have full authority to select any of the six (6) qualified applicants.

7) The screening process is a good faith effort to transfer responsibility to the buildings for the hiring of classified staff. Both sides are free to present suggested modifications for succeeding collective bargaining agreements.

c. The applicants interviewed and not selected in processes described in Sections 5.a. and b. above shall be notified by a representative from the interview team within five (5) working days of the action taken to fill the position.

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- d. Once a position has been advertised as a specific position vacancy, the SPS shall not fill such a position with an administrative transfer.
6. Option Transfer (Voluntary Displacement)
 - a. An option transfer request is submitted when employees, who have an overall performance evaluation rating of satisfactory or better, wish to vacate their current positions and voluntarily displace themselves during spring staffing for vacancies which become available for the subsequent work year. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.
 - b. An option transfer request is submitted during the spring staffing process.
 - c. Staff selecting option transfer will be placed in new positions using the same process used to place displaced employees described in Article VII Section I.

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:
 - a. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - b. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and ~~his/her~~ their effectiveness in the total educational program.
 - c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Washington Law against Discrimination, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - d. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from ~~his/her~~ their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
 - a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks' notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Section VI.F.1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of an Human Resource administrative decision after the beginning of the school year shall be assigned to a position as

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expeditiously as possible. Unless there are some unusual circumstances, ~~he/she~~ the employee will remain in the original assignment until a position is available.

SECTION G: Academic Summer Semester

First priority for hiring to the regular academic summer semester shall be given to qualified applicants who did not work in the regular academic summer semester during the preceding summer.

SECTION H: Assignment and Letters of Employment

1. New and voluntarily transferred employees assigned to a position must work in the assignment designated on the PCR for a minimum of one semester, unless selected for a promotional position. Exceptions will be made only for necessary program changes and must be approved/disapproved by the District-level administrator.
2. Each new employee shall receive a job description and a form providing the following information:
 - a. Employee's name;
 - b. Job Title;
 - c. Salary placement on the SAEOP and Paraprofessional Employees Salary Schedules (Appendices A-1 through A-3);
 - d. Authorized work year;
 - e. Number of hours authorized per day; and,
 - f. Work location.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION A: General Description of the Staff Adjustment, Displacement, Layoff and Recall Processes

The following is a general explanation and, as such, is not grievable. Section VII.B is a general description of staff adjustments (including displacement, layoff and recall) that are either a result of the Spring Staffing Process or a large reduction in funding.

1. Employees are notified of their seniority and verified job titles.
2. Principals and program managers identify positions that are funded and not funded for the ensuing year.
3. SPS identifies the number of people in each job title that will be retained and laid off.
4. Criteria to exempt specific employees from layoff are applied.
5. Employment Services notifies employees of their employment status (retained, displaced, or laid off) prior to the end of the school year.
6. Displaced employees are placed in vacancies before laid-off employees are recalled.
7. Laid-off employees are recalled before inside- or outside-SPS applicants are considered for vacancies.

The provisions of Article VI and this article describe the staffing processes in greater detail and are grievable unless otherwise noted.

SECTION B: General Provisions

1. The SPS will develop job groups and determine which job titles will make up each job group. Job groups will be based upon broad, common characteristics such as similarity of duties, training, and minimum qualifications. Any additions, deletions or other changes to the job groups will be done by the SPS after consultation with the SEA.
2. Job groups for the bargaining unit shall be as follows:
 - a. Office/Clerical/Secretarial
 - b. Specialized Support
3. Each employee will be notified annually of the Job Group ~~he/she they~~ holds and all of the job titles that are in ~~his/her their~~ Job Group. Each employee will select job titles within ~~his/her their~~ Job Group for which ~~he/she the~~ employee meets minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based

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first on verified job title(s), second on FTE, and third on length of the most recent work year.

SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
2. Former employees who return to SPS employment are entitled to seniority previously earned.
3. Each employee will be retained by seniority order in their current job title.
4. Seniority for a laid-off employee who is rehired by December 1 of the first year after being laid off shall be calculated as if the employee had not been laid off.

SECTION D: Staff Adjustments and Displacements

1. Principals, program managers and other administrators shall make recommendations for staffing consistent with program requirements and services based on financial resources available.
2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.
3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE but less than 1.0 FTE may choose between the following options:
 - a. Remain in ~~his/her~~ their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
4. An employee whose position is reduced to .5 FTE may choose between the following options:
 - a. Remain in the present position .5 FTE and be displaced for the remainder of ~~his/her~~ their FTE. If this option is chosen, ~~he/she~~ they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make ~~him-/herself~~ themselves whole).
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
5. Principal/Program Manager Recommendations

Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:

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- a. Positions funded for the next work year will be identified.
- b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as "displaced."
- c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

SECTION E: Program Movement or Closure

1. Employees associated with a program that moves from one work site to another are assumed to move with the program. An employee who prefers to stay at the original site may do so, if there is a vacancy for which ~~he/she is~~ they are qualified. An employee who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will either;
 - a. displace a less senior employee in the job title at the site, or
 - b. be displaced
2. If a program is terminated and then reinstated within two (2) school years, employees who were in that program shall have first priority for the vacancies in the job title they held when the program was terminated.
3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

SECTION F: Layoff

1. Adverse developments which can necessitate substantial layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
2. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing shall give priority to those programs and services which relate to instruction and welfare of students.
3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.

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4. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.
5. Layoff Criteria
 - a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.
 - b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
 - c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off
6. Layoff Procedures
 - a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
 - b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
 - c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
 - d. All employees will be listed by SPS seniority within current job title.
 - e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
 - f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.

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- 4) Employees initially placed in the unassigned pool shall have the same return rights as displaced employees as outlined in Article VII Section I.4 below.

SECTION G: Exemption Process

1. The SPS may take action on principal/program manager recommendations for exemptions to lay off using the following two (2) specific criteria:
 - a. Critical program and/or organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.
 - b. Special and unique skills and expertise: unique expertise or training in a critical instructional area as demonstrated by training, specific experience and education.
2. The SPS shall notify the SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: the exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

SECTION H: Notification of Employment Status

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

SECTION I: Placement of Displaced Staff

Staff Placement Guidelines:

1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.
2. If the least senior displaced unassigned employee does not select a position for which ~~he/she is~~ they are qualified, ~~he/she the employee~~ shall be assigned by the last week of August to any open position within ~~his/her their~~ their current verified job titles and SP Salary Schedule level or below, based upon ~~his/her their~~ their seniority and qualifications. If the employee, after being notified of ~~his/her their~~ their least senior status in the Displaced Employee Pool, refuses an assignment, ~~he/she the employee~~ shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming ~~his/her the employees~~ their refusal to accept an assignment.

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- a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at ~~his/her~~ their current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to qualify for the position; or,
 - 2) Sign a waiver form and be placed on the recall list.
- b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at ~~his/her~~ their current salary level, until a position becomes available within ~~his/her~~ their current SP Salary Schedule level or below, at which time ~~he/she~~ the employee will be assigned in accordance with Articles VII.I.2 and VII.I.4.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- 1) Job title for which the employee was retained;
 - 2) Job title on employee's job title verification sheet;
 - 3) Job title for which an employee is qualified but is not listed on verification sheet;
 - 4) Job title employee could qualify for as per Substitute Office evaluation.
- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
 - d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
 - e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
 - f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.

3. Return Rights

- a. Return to a comparable position: Based upon ~~his/her~~ their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall

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be extended for a second year.

- b. Return to the building: Subsequent to the filling of vacancies under Article VII Section 1.3.a, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.
 - 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.

4. Filling Remaining Vacancies

Subject to Article VI E.4 above, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Section VI.E.

SECTION J: Reemployment of Laid Off Employees (Recall)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only, and shall have no impact on displacement or lay off for which the employee has already been notified.
2. Employment Services shall identify positions to which to recall laid off employees consistent with Section VI.C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed ~~his/her~~ their prior service with the SPS shall be utilized in determining ~~his/her~~ their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited ~~his/her~~ their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job

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title, FTE and/or work year pursuant to the requirements of Article VII I.3 above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.

6. Accumulated seniority and sick leave are retained for those reemployed following layoff due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.
7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

SECTION A: Short-Term Compensated and Uncompensated Leaves

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave

- a. At the beginning of each school year, each employee shall be credited with an advance Sick Leave allowance equal to one (1) day per month of the employee's work calendar, as outlined in Appendix K. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
- b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
- c. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.400.300 and the rules and regulations of the Superintendent of Public Instruction under that law. Employees may accrue sick leave in accordance with state law. Classified employees may accrue up to the number of contract days that they work in a school year. For example: a classified employee who works a 203 day work year can accrue up to 203 days of sick leave for use as sick leave.
- d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize ~~his/her~~ their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because ~~he/she is~~ they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay; or 2) to use their sick or personal leave.
- e. Sick Leave may, be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for ~~his/her~~ their return to work as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of ~~his/her~~ their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, ~~his/her~~ their position will be held for ~~his/her~~ their return for the period of time covered by the FMLA or until the end of the twenty-five (25) day grace period, whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition to Human Resources.

f. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once

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approved, these days can be used flexibly, upon approval and pre-arrangement with principal/supervisor.

- g. In order to support employees with parental leave requirements related to the birth or placement of a child with the employee subsequent to the period of disability, employees are eligible to apply their accrued sick and personal leave to remain in paid status during and up to 16 weeks of leave time qualifying for federal family and medical leave and state parental leave. In cases where employees' accrued leave balances are depleted to 40 hours of sick and vacation leave, employees are eligible to apply for shared leave during the 16 weeks of leave time qualifying for federal family and medical leave pursuant to District Shared Leave Guidelines. Employees may also apply for Washington State parental leave insurance and wages pursuant to Substitute Senate Bill 5975 after January 2020, if qualified for eligibility as set forth in the law. Contact Human Resources for information on District State provided benefits and for the leave application for the parental leave benefits.
 - h. For the purposes of the Family Medical Leave Act (FMLA), the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require the employee to provide medical verification before the leave is approved.
 - i. The supervisor may request a conference with the employee if ~~he/she is~~ they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.
 - j. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - k. Upon return from extended sick leave or FMLA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.
2. Personal Leave: Personal Leave, accrued as outlined in Appendix K, shall be available to employees for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of accrued sick leave may be used as personal leave days, providing a total of four (4) personal leave days and come from the employee's days of sick leave. See Appendix K. The leave shall be granted with full pay during the work year. These days can be used for purposes of religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Unused Personal Leave may be converted and added to the employee's sick leave accrual at the end of the fiscal year as outlined in Appendix K.
3. The procedures for obtaining Sick or Personal Leave are as follows:
- a. An employee who anticipates the necessity for taking a short-term leave shall notify ~~his/her~~ their building principal/supervisor at least three (3) working days before taking the leave.

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- b. In cases of personal emergency or personal illness, when it is not possible to give three (3) days notice, the employee shall notify ~~his/her~~ their building principal/supervisor as soon as possible.
 - c. The employee must make proper arrangement for a substitute, if ~~he/she~~ they works in a position for which a pool of substitutes exists.
 - d. The employee must keep the building principal/supervisor informed about the expected duration of ~~his/her~~ their leave and ~~his/her~~ their expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their building principal/supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment, unless a written medical reason is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two days.
4. Sick Leave Buy Back shall be administered in accordance with state law.
- a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.
 - b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back program is contingent upon maintenance of the authorization provided in RCW 28A.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation

Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing regular duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the

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period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. Such injuries or occupational illness occurring as a result of the employee performing regular services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any regular duties.
 - c. The employee shall return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.

Bereavement Leave shall be granted with full pay during the work year.

- a. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
 - b. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
8. Attendance at the Legislature

Upon specific request of a Washington State Legislative committee and ~~his/her~~ their professional organization which is sent to Employment Services, and approval of the request by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and ~~he/she~~ the employee or the organization ~~he/she~~ they represents pays for the substitute's salary.

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9. Jury Service: Employees may serve as jurors in accordance with State and Federal laws.
 - a. Arrangements for the necessary temporary leave shall be made in writing to the immediate supervisor.
 - b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the SPS upon receipt.
 - c. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.
10. Mandatory Court or Subpoenaed Appearances: To the extent possible, all leaves under Article VIII.A.10 shall be scheduled outside of the school year. Upon request to the principal/supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
 - a. When the employee's appearance is essential to, or on behalf of, SPS interests, leave shall be with full pay. To the extent possible, all leaves under Section VIII.A.10 shall be scheduled outside of the work year.
 - b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
 - c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of ~~his/her~~ their substitute.
 - d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.
11. Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.
12. Salary deductions for absences for all other causes not covered by the above conditions or in cases when the compensation benefits have been exhausted shall be at the daily rate of the employee's salary.

SECTION B: Long-Term Uncompensated Leaves

1. Health Leave

Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and rights afforded under the Family Medical Leave Act (FMLA).

- a. An employee who is unable to perform ~~his/her~~ their duties because of medical disability

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shall be eligible for, upon ~~his/her~~ their request and physician's verification, a leave without pay for the duration of disability up to one (1) year.

- b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that ~~he/she~~ is they are unable to perform the essential functions of ~~his/her~~ their job and has signed a medical release that allows SPS to communicate with ~~his/her~~ their medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for Health Leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.
- c. In the event a second year of health leave is necessary, an employee may apply for an additional year of Health Leave upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS.
- d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two (2) years will not be approved by Human Resources. In the event an employee has been on leave for more than two (2) years ~~he/she~~ they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site based process. If there is no assignment available through the site based process, the employee's right to return is based on the availability of a position for which ~~he/she~~ is they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.
- e. Employees using Unpaid Health Leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
- f. An employee who has been released by ~~his/her~~ their medical provider to return from health leave on a part time basis may apply for a partial leave of absence, subject to the approval of ~~his/her~~ their principal/supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full time leave.
- g. Seniority is retained but not accumulated while on Leave. No increment credit is allowed for the time when an employee is on Health Leave.
- h. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to taking Health Leave will be returned with the same status upon completion of the Health Leave.

2. Child Care Leave

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- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year, and shall be exclusive of rights under FMLA for the period of physical disability (childbearing leave.) Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.
 - b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources.
 - 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. Male and female employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay
- a. Human Resources may grant other long term leaves without pay to those employees who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's FTE. Exceptions to the one (1) year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities serving in public office, study or travel, professional experience or other purposes approved by Human Resources.
 - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within twenty (20) work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March, of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm his/her

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their return will be considered a resignation from employment from the SPS.

- g. Long term leave without pay will not be granted to any employee who is on a plan of improvement, on probation or currently subject to disciplinary action.

4. Placement Upon Return from Leave

- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
- b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction In Force provisions.
- c. In the event an employee has been on leave for more than two (2) years, ~~he/she~~ they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.
- d. Accumulated sick leave will be restored upon return from leave.
- e. An employee seeking election to public office shall take a leave of absence without pay for the time ~~his/her~~ their campaign duties interfere with the orderly performance of ~~his/her~~ their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, ~~he/she~~ they shall resign from the District or apply for a temporary leave of absence without pay from the SPS.

5. Military Leave and Service Credit

Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law and employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Military training duty up to fifteen (15) calendar days leave per year or by law will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that ~~he/she~~ they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

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Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return date.

SECTION C: Inclement Weather Conditions

1. If severe weather conditions make it necessary for the SPS to declare schools closed for one (1) or more days, twelve (12) month employees may use accrued personal leave, accumulated vacation time, or be permitted to make up the time lost per arrangement with their supervisors.
2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the SPS has not declared schools closed, the following shall apply:
 - a. Employees, including those assigned to school buildings, may use accrued personal leave, accumulated vacation days (twelve-month employees), or be permitted to make up time lost per arrangement with their supervisors.
 - b. Employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued personal leave, accumulated vacation time, or be permitted to make up time lost per arrangement with their supervisor.
3. Regular school-year employees are not required to report to work when their buildings are closed, but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.
4. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
5. After a decision has been made to close a building for the remainder of the day, the principal/program manager or ~~his/her~~ their designee shall inform the employees.
6. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
7. Principals/program managers will initially request volunteers to meet the operational needs of the building before requiring employees to remain. Employees will be paid at their per diem rate of pay if they are required to remain on site after the workday to supervise students.
8. Any paid leave (such as personal or sick leave) requested for days which are normally worked but fall on days that the work site is not open due to inclement weather shall not be charged to the employee.
9. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students with no loss of paid hours. With no loss of paid time, Stanford employees may delay the start of their work day the amount of time called for by the weather delay. Stanford employees will notify their supervisor that they will be arriving late.

SECTION D: Leaves for Association Activities

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are

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provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.56 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.

2. Leave Provisions for Officers

- a. The president and executive vice-president of the SEA shall be provided leave for the school year for which ~~he/she is~~ they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
- b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
- c. Bargaining unit employees who were or are elected to serve as an officer of the SEA in a full time or regular part time position shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request such leave of absence on the behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations, contingent upon being fully reimbursed by the SEA. Officers who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment adjustment for the time on leave, if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.

3. Special Requests for Released Time

- a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Executive Director of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
- b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Executive Director of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.

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4. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.

5. Conditions for Released Time

The officers of the SEA who have been provided leave pursuant to Chapter 41.56 RCW shall resume duties with the SPS at the conclusion of the term of office, unless reelected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to his/her their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. The SPS agrees to maintain accumulated sick/personal leave, retirement, and seniority rights for the officers during the period of the leave.

6. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

SECTION E: Vacations

1. Those employees on a regular monthly salary but who work only during the school year (203 and 222-day schedule) are allotted ten (10) days of paid vacation which are to be taken during the Winter and Spring vacations.

2. Employees on a twelve (12) month work schedule should use the entry or anniversary date of employment to determine years of service and compute the number of vacation days. Entry date is the first day in a permanent position; substitute time and part-time less than half-time is not included. Full-year employees are entitled to annual vacation time as follows:

Years of Service	Vacation (Days per year)	Years of Service	Vacation (Days per year)
0 - 4	13 working days	20 - 21	23 working days
5 - 11	18 working days	22 - 23	24 working days
12 - 13	19 working days	24 - 25	25 working days
14 - 15	20 working days	26 - 27	26 working days
16 - 17	21 working days	28 - 29	27 working days
18 - 19	22 working days	30 or more years	28 working days

a. Employees who leave the SPS will receive compensation for days of earned vacation due them using the decimal system. Beginning with four (4) years and one (1) month of service, the decimal will change from 1.083 to 1.5 to arrive at earned vacation of eighteen (18) days at the fifth (5th) year anniversary. If an employee terminates at four (4) years and six (6) months, payroll will adjust the paid vacation to 6 x 1.083 rather than the 1.5 that appears on the warrant. Vacation is awarded with the expectation of filling the year of service. An employee on a thirteen (13) day vacation schedule who terminated after three (3) months will receive vacation compensation at 3 x 1.083 days of earned vacation. No employee or his/her their estate shall receive reimbursement for more than thirty (30) vacation days at time of termination, less the number of vacation days, if any, cashed out upon a termination during the prior two (2) years. Any balance over thirty (30) days may be

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

applied to scheduled vacation prior to termination.

- b. Vacation shall be scheduled in advance with the immediate supervisor. Where an employee has first exhausted all available sick leave, the equivalent of up to three workdays of vacation (not to exceed) 24 hours), prorated based on FTE, may be used each year to cover sick leave. Sick leave procedures, as defined in Article VIII, Section A, Part 3 would still apply to use of sick leave hours for vacation leave hours.
 - c. The maximum annual leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost, unless the employee, with the approval of his/her supervisor has submitted for the approval of the Executive Director of Human Resources by June 16 of that year, a plan which will eliminate such excess days within three (3) years of the date of submission of the plan.
 - d. Employees with a balance of two-hundred forty hours (240) of annual leave or more, on August first of any year, can cash out up to three (3) days of vacation at the end of the same school year.
3. A school-year employee who transfers to a position with a twelve (12) month work schedule shall receive credit on the twelve (12) month employee vacation schedule for each completed school year served with pro rata adjustment for the first year.

SECTION F: Holidays

Employees who are scheduled to work a 260 work year are entitled to twelve (12) paid holidays annually:

- | | |
|------------------------|------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Memorial Day |

Employees who are scheduled to work a 222 work year or less are entitled to ten (10) paid holidays listed above if they fall within the work year annually:

- | | |
|------------------------|------------------------|
| Veteran's Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Martin Luther King Day |
| Christmas Eve Day | President's Day |
| Christmas Eve Day | Memorial Day |

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

1. The Salary Schedules shall be comprised of the salary, step and grade of for each job title in the bargaining unit. There shall be a separate salary schedule for each specific work year (260-day, 222-day, 203-day) and classified substitutes. The SAEOP and Paraprofessional Employees' (SP) Salary Schedules are found in Appendices A-1 through A-4.
2. Salary Calculation
 - a. ~~The percentage increase for the SAEOP Employees Salary Schedules and Salary Schedule for Classified Substitutes will be calculated on the basis of the State-funded percentage increase in salaries for classified basic education staff. For 2018-2019, salaries shall be increased by 10.5 percent.~~ The Classified Substitute rate will be increased by the same percentage.
 - b. ~~Prior to effectuating the pass-through increases above, the District will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the District's pass-through commitment noted above will be deemed null and void except as agreed in subsequent negotiations.~~
 - c. ~~In addition to the State-funded percentage, an across the board 3.0% increase will be added to the salary schedule for the 2015-2016 school year. In addition to the State-funded percentage, an additional across the board 2.0% increase will be added to the salary schedule for the 2016-2017 school year. In addition to the State-funded percentage, an additional across the board 4.5% increase will be added to the salary schedule for the 2017-2018 school year. The Classified Substitute rate will be increased by the same percentages.~~
 - d. ~~Additionally, eight (8) hours of technology time will be available for all staff in 2017-18. Technological training time will be made available for eight (8) one hour periods during the school day although technological training may occur at any time during the school year. A form confirming that training has been completed must be submitted to be paid. No more than eight (8) hours of technology time may be earned by any individual employee. If the 2016-17 Buildings, Technology and Academics/Athletics levy is rejected by the voters, the eight (8) hours of tech time described above will be converted to normal work time.~~
3. Increments

Increments shall be granted to all eligible employees, subject to the following conditions:

 - a. Eligible employees are defined as those who have completed at least three (3) consecutive months of uninterrupted regular District employment prior to September 1, of each year.
 - b. 260-day employees must be permanently employed by the District on or before June 1 of the preceding academic year in order to be eligible for an increment.
 - c. Employees who have a work year of less than 260 days must be permanently employed by the District on or before April 1 of the preceding academic year in order to be eligible for an increment.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

4. Provisions for Summer Semester Salaries

- a. Positions in the summer semester programs shall be established through the classification procedures of Employment Services.
- b. Employees in the summer semester programs will be paid within the classification level (range) for the position they hold in the summer semester program. Step placement for such employees shall be as follows:
 - 1) A regular semester year employee who works in a summer semester program shall be compensated at the same step placement ~~he/she~~ they held at the end of the school year immediately past.
 - 2) A new employee, including any summer semester employee who worked as a substitute/hourly employee during the school year immediately past, who works in a summer semester program shall be compensated at the first step within the classification level for the summer semester position.
- c. Compensation for summer semester employment shall be in accordance with the salary schedule in effect at the end of the school year immediately past.

SECTION B: Additional Compensation

1. Professional Certificates

Office employees in the unit who have earned the nationally recognized certificates and maintained a current certificate shall receive ~~forty dollars (\$40)~~ fifty-five (\$55) per month pro rata for each certificate in addition to their regular salaries each year. Employees who work 203 or 222 days per year will receive the monthly amount for ten (10) months and employees who work 260 days per year will receive the monthly amount for twelve (12) months. The certificates are: Professional Standards Program (PSP), Certificated Educational Secretary (CES), and Certificated Professional Secretary (CPS).

2. School Office Workload Recognition

The office environment of an elementary school requires that the office professionals become involved with student health, and before and after-school supervision. In recognition of these workload issues, annually at the end of each work year each 222-day Elementary Administrative Secretary will receive three (3) days per diem pay, and each 203-day Elementary School Assistant will receive three (3) days per diem pay. Elementary Office Workload Recognition pay applies equally to parallel job titles in K-8 and K-12 schools. At the beginning of the school year, secondary school office personnel will identify one employee as responsible for office health duties when the nurse is not present. That employee will also receive two (2) days per diem pay at the end of the work year. The district will make available mandated health duty training. ~~The District and SEA will convene a working group during the 2013-2014 school year to review health duties assigned and trainings needed to support non-medical personnel.~~

3. Substitutions and Peak Load Provisions

In the event any regularly employed classified employee is requested to substitute for another classified employee in a higher salary classification, it is expected that the employee will fill the position for temporary periods of time.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- a. No adjustment in salary will be made for substitutions of less than ten (10) consecutive working days duration, or for the substitution when an employee is on vacation unless the substitution is ten (10) or more work days and a position request for the adjustment is authorized.
- b. When the substitution is ten (10) or more consecutive working days the employee substituting will be compensated at the pay step of the higher classification which exceeds that employee's regular salary by a minimum of ten dollars (\$10), or the per diem for the rate if the individual were promoted to the position.
- c. Retroactive compensation from the first day of substitution at the rate indicated in Item b above will be made for substitutions of ten (10) or more consecutive workdays.

SECTION C: Group Insurance Provisions

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
 - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
 - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
 - c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
 - d. Employees who arrange and are approved for a job share will receive pro rata benefits.
 - e. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.

2. Pooling

It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for classified employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

- a. The SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
- b. Any unutilized portion of the Group Insurance Fund Pool for classified employees of the SPS shall be computed annually by the SPS based on the December 1 payroll, with adjustments made for projected changes in classified employees' participation in group insurance programs.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- c. Figures used by the SPS to compute the annual cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
- d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of December 1 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning January 1 through August 31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION D: Payroll Deductions

1. It shall be an exclusive right of employees who are members of the Association and who are covered by this Agreement pursuant to Article I, Section B of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Association an assignment authorizing payroll deduction of membership dues and/or fees to the Association and to State and National organizations with which it is affiliated. Such authorization shall then be submitted to the District Payroll Services by the Association. The District Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than ~~forty-five (45)~~ thirty (30) days after the submission of the authorization by the Association to the District Payroll Services. This authorization ~~shall~~ may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the Association to the District Payroll Services for use with new employees who join the staff during the year.
2. Authorization by employees for dues and/or fees to the Association ~~SEA~~ shall continue in effect unless such authorization is revoked ~~by formal notice in writing which is delivered to the District Payroll Services by the employee who will also deliver or mail a copy of the formal written revocation to the Association. Such revocations of dues deductions may be made at the end of the Association's dues period on October 1 and on June 30 of each year.~~ by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction, ~~and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Association. The Association shall be responsible for notice to State and National organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.~~
 - a. The SEAs authorization of payroll deduction form shall clearly state that is shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.
 - b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the State and National organizations

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of State or National professional organization dues and/or fees.

4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
6. Employees who are members of the Washington School Employees Credit Union of Washington or other similar financial institutions may authorize payroll deduction for Credit Union activities by presenting an authorization the deductions.
7. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article IX,D, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION E: Travel Allowance/Travel Time

1. An employee who is authorized to use ~~his/her~~ their personal vehicle on District business shall be compensated at the rate which is the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor or by the principal at the building level in accordance with the budget and the established rules, regulations and procedures of the District.
2. Employees authorized to utilize their personal vehicle on District business shall carry insurance in accordance with Washington State law. No staff member will be required to transport students in ~~his/her~~ their personal vehicle.
3. Employees assigned to two (2) or more buildings shall be granted at least one-half (1/2) hour travel time to go from one building assignment to another.

SECTION F: Tax Sheltered Annuities

The District shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION G: Provisions for Salaries

1. Each employee shall receive ~~his/her~~ their salary in monthly installments on the first school business day of each month. During the months of July and August, salary warrants for an employee with a fully prorated salary shall be mailed to ~~his/her~~ their home address or to a designated bank at the employee's request no later than the first school business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the district will change the pay date for

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

employees from the first duty day of the month to the last duty day of the month starting the last duty day of September, 2015.

2. For individuals hired after the beginning of the work year, the corrected salary shall be paid pro rata for the remaining payments for that work year.
3. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of ~~his/her~~ their right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article X Grievance Procedure.
4. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain employees in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

SECTION H: Substitute Provisions

1. Classified Substitutes:
 - a. A classified substitute who has served for at least six (6) months or worked a minimum of 160 hours, whichever is less, will be given appropriate consideration for open positions over out-of-District applicants. Consideration means that the most qualified substitute applicant will be forwarded to the hiring team prior to any outside candidate. If there are four or less internal applicants for the position, the two most qualified substitute applicants will be given an interview. Except for career ladder positions, an administrator may also determine that the person working in the long term position has been successfully executing the job functions of the position and can interview for the position if minimum qualifications have been met. A substitute with fewer than six (6) months or 160 hours as a substitute may apply for positions open to out-of-District applicants but will not warrant special consideration.
 - b. After ~~sixty (60)~~ forty-five (45) consecutive days in the same assignment, or continuous assignments in one building, classified substitutes shall, ~~on the first (1st) day of the month following the sixtieth (60th) work day~~, be eligible for health ~~benefits~~ care, retirement, and regular assignment pay. Eligibility shall be for a minimum of three (3) months or longer if ~~he/she~~ they continues in that assignment(s) after the ~~sixtieth (60th)~~ forty-fifth (45th) work day. ~~He/she~~ The classified substitute will continue to receive health benefits through the end of the budget year if ~~he/she~~ they continues working in the same assignment through the end of the work year.
 - c. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- d. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 hours for the previous year.
 - e. A continuous assignment can either be a single assignment or multiple assignments in the same school.
 - f. Medical insurance eligibility: when the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least ninety (90) days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.
2. Assignments:
- a. Only the District Substitute Service is authorized to make initial assignments.
 - b. Classified substitutes are released automatically at the end of the workday unless otherwise specified when the initial dispatch is made. If the service of the substitute is needed for an additional day(s), the building/program secretary will inform the substitute as well as the Substitute Service of the retention.
 - c. The District shall not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.
 - d. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District shall not use a classified substitute in lieu of regular classified professionals for more than forty (40) working days after a PCR is approved.
3. Request for a Specific Substitute:
- a. The District will advise employees in writing of the procedure(s) for requesting substitutes.
 - b. A request for a specific substitute made by a regular full-time or part-time employee shall be honored, if possible, provided that:
 - 1) The name of the substitute requested is listed on the substitute roster, is qualified for the assignment, and is available; and,
 - 2) The Substitute Service dispatcher receives the request by telephone or in writing no later than 7:00 p.m. the day preceding the absence of the regular employee. The Substitute Service will make a reasonable effort to honor requests received after 7:00 p.m.
4. Unavailability: A classified substitute who will be unavailable for more than one (1) calendar week or five (5) consecutive working days should indicate the dates ~~he/she is~~ they are unavailable in the AESOP Substitute System.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

5. Rate of Pay:

- a. Substitute rates of pay are contained in Appendix A-4. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
- b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, ~~he/she~~ they shall have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay provided, however, the employee will report for work within a reasonable time frame.
- c. One (1) missed day within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
- d. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.

6. General Information:

- a. The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion.
- b. When a substitute is hired as a regular District employee into the position in which ~~he/she~~ has they have been serving as a substitute, the time served as a substitute in that position shall be counted in ~~his/her~~ their seniority.
- c. A substitute may not be barred from a building/program unless the action is documented and gone through a disciplinary investigation as outlined in Article III and using the SEA/SPS jointly developed incident report form; and/or if the substitute has received an unsatisfactory evaluation using the evaluation found in Appendix J. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.
- d. A substitute working in a long term position of more than sixty (60) days will be evaluated using the substitute evaluation found in Appendix J, at least once, by the site administrator, if requested.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

- e. A substitute serving in one (1) single assignment for more than sixty (60) days, for someone on leave, shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment.
 - f. Substitutes working in long term substitute positions may, with the approval of the administrator, take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C.2.c.
7. Substitute Unavailability Funds
- a. The SPS shall transfer to the school/program/office budget a sum equal to the appropriate daily substitute rate of pay for each occurrence during the school year when an SEA-represented substitute is requested using the normal process, but no substitute is available for the assignment, except when a substitute is called to cover for workshop attendance or other SPS initiated activities. The transfer of funds to schools/programs/offices will take place no later than two (2) months following the end of each quarter.
 - b. Each school/program/office will have an emergency substitute plan in place that equitably distributes the responsibility for covering assignments when an SEA-represented substitute is not available.
 - c. Each work year at the school/program/office level, employees in each SEA-represented bargaining unit will determine how to utilize the funds that are generated when they are impacted by substitute unavailability. Employees may decide on a policy to reimburse themselves for additional responsibilities when they are impacted by substitute unavailability, or they may determine another use for the funds.
 - d. If employees decide on a reimbursement policy:
 - 1) The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.
 - 2) The total amount available for reimbursement when a classified employee is impacted by the unavailability of a certificated substitute is \$5 less than the daily certificated substitute rate.
 - 3) The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.
 - 4) The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.
 - 5) The reimbursement structure will be based on an equal division of pay among those impacted, and not on the pay rates or employment status of those impacted.
 - 6) The impacted employee must keep a record of the time(s) ~~he/she is~~ they are impacted by SEA-represented substitute unavailability.
 - 7) The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

8. Substitutes who work in a long term substitute position will have the right to be included when building surveys are administered.

SECTION I: Transit Passes

Upon request, employees may purchase Orca passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE X: GRIEVANCE PROCEDURE

ARTICLE X: GRIEVANCE PROCEDURE

SECTION A: Purpose

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: Definitions

As used in this grievance procedure:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of written District regulations, rules, resolutions or District practices, and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the District covered by this Agreement having a grievance or the Seattle Association of Educational Office Professionals.
3. "Association" means the Seattle Education Association.
4. "Day" means a calendar day.
5. "Working day" means a day on the school calendar excluding holidays and Winter and Spring Vacations.

SECTION C: Initial Grievance Provisions

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly.

1. To expedite resolutions, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate District administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance

ARTICLE X: GRIEVANCE PROCEDURE

being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate District administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: Procedures

Step 1: Informal Discussion: The employee shall first take up a complaint or problem with ~~his/her~~ their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for such conference.

1. The employee must notify the immediate administrative supervisor before the end of the informal discussion that ~~he/she~~ they considers the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that ~~he/she is~~ they are expected to adhere to the grievance process as outlined below.
2. The immediate administrative supervisor may make a determination during the informal discussion and communicate ~~his/her~~ their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
3. The immediate administrative supervisor may elect to provide ~~his/her~~ their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.

Step 2: If the grievant is dissatisfied with the outcome of the informal private discussion(s), ~~he/she~~ they may, within ten (10) working days after receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations (or its successor) with a copy to the immediate administrative supervisor.

1. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
2. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
3. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.

Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2 the grievant may, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.

1. The Department of Labor Relations will assign the grievance to an appropriate Central Administrator for review and conference at Step 3.
2. The formal conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.

ARTICLE X: GRIEVANCE PROCEDURE

3. A written response shall be mailed/given to the grievant by the designated Central Administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

Step 4: Arbitration: If the grievance is not adjusted to the satisfaction of the grievant under Step 3 within sixty (60) days after the Association's receipt of the copy of the Step 3 response, the Association may, within that time constraint, submit the grievance to binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: Expedited Arbitration

Procedure: Upon mutual consent of the SEA Executive Director and the District's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing within twenty (20) days of ~~his/her~~ their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth ~~his/her~~ their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: Powers of the Arbitrator

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in ~~his/her~~ their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: Expenses of Arbitration

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests, and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: Supplemental Conditions

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.

ARTICLE X: GRIEVANCE PROCEDURE

2. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present ~~his/her~~ their grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

ARTICLE XI: NO STRIKE CLAUSE

ARTICLE XI: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding such a situation.

SEATTLE EDUCATION ASSOCIATION

SEA Negotiating Team

John Donaghy, Chief Negotiator
Phyllis Campano ~~Michael Tamayo~~, SEA Vice President
Carrie Alefaio
Anne Aliverti
Vaughan Amare
Celina Austin
Steven Alvarez
Matthew Baudhuin
Marianne Clark
Roiko Dabney
Pamela Davis
DaZanne Davis-Porter
Davina Diaz
Maridith Dollente
David Domer
Ann Dunbar
Kate Eads
Karin Engstrom
Jennifer Evans
Vallerie Fisher
Daniel Gross
Rae Hanashiro
Peter Henry
Len Hill
Carolyn Hostetler
Lynne Hubbard
Shelly Hurley
Darryl James
Gwendolyn Jimerson
Dan Jordan
Tamara Kelley
Siobhan Kelly
Joe Kelly
Laura Lehni
Jennifer Matter
Micheal Melonson
Anna Munson
Patricia Murray
Rebecca Northway
Lynn Oliphant
Teresa Olmsted
Lisa Olsen
Farhiya Omer
Toni O'Neal
Molly O'Neil
Marquita Prinzing
Marla Rasmussen
Elizabeth Robertson
Andy Russell
David Sandler
Kathy Saxon
Stan Strasner
Elspeth Trejo-Savani
Michael Tamayo
Gary Thomas
Dan Trinh
Marian Wagner
Elizabeth Ward-Robertson

SEATTLE PUBLIC SCHOOLS

Board of Directors

~~Sherry Carr~~ Leslie Harris, President
~~Sharon Peaslee~~ Rick Burke, Vice President
~~Marty McLaren~~ Jill Geary, Member at Large
~~Stephan Blanford~~ Scott Pinkham
~~Harium Martin~~ Morris Eden Mack
Betty Patu
~~Sue Peters~~ Zachary DeWolf

SSD SPS No. 1 Negotiating Team

~~Geoffrey D. Miller~~ Sheryl Anderson-Moore, Chief Negotiator
Erinn Bennett
JoLynn Berge
Catherine Brown
Patricia Campbell
Clover Codd
Trina DeBiase
Dedy Fauntleroy
Misa Garmoe
Robert Gary
Jon Halfaker
Shauna Heath
Wyeth Jessee
Gerrit Kischner
Barbara Nahouraii
Anitra Pinchback-Jones
Keisha Scarlett
Amy Schwentor
~~Linda Sebring~~
Cashel Toner
Katherine Virga
Keven Wynkoop

Superintendent of Schools

~~Larry Nyland~~ Denise Juneau

In witness whereof, the parties hereto have executed this Agreement on this _____ day of September _____, 2015 2018.

SEATTLE EDUCATION ASSOCIATION:

SEATTLE PUBLIC SCHOOLS:

~~Jonathan Knapp~~ Phyllis Campano, President
Seattle Education Association

~~Larry Nyland~~ Denise Juneau
Superintendent, Seattle Public Schools

John Donaghy, Executive Director
Superintendent of
Seattle Education Association

~~Brent C. Jones~~ Clover Codd, Assistant
Human Resources, Seattle Public Schools

Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

DRAFT

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PREAMBLE

COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE PUBLIC SCHOOLS
and
SEATTLE EDUCATION ASSOCIATION

CERTIFICATED NON-SUPERVISORY EMPLOYEES

2015 – 2018-2018-2019

PREAMBLE

- A. We, the Seattle Education Association (SEA) and the Seattle Public Schools (SPS) commit to placing the student in the center of the circle. We will address the need for equity in results, fan hope with real actions, demand the best of students and ourselves, exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the children and the young men and women in our care. Together we believe in our students, our community and ourselves.
- B. We commit to ensuring that all students are provided the support they require to reach the standards that the parents and guardians, staff, School Board and community establish as reflecting what every student should know and be able to do upon graduating from the Seattle Public Schools.
- C. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:
 - 1. High expectations of and by students and adults
 - 2. High support from SEA and SPS
 - 3. High success for students and staff
 - 4. High trust in parents/guardians, students and staff
 - 5. High engagement of community and families
 - 6. High degree of openness
 - 7. High personalization to meet the unique needs of both students and staff
- E. To accomplish this, we need to take the good works and collective wisdom of all those who independently care and act for education. We wish to harness the strengths of each to create an outcome that we cannot create alone.
- F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:

PREAMBLE

1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the Seattle Public Schools must be developed with parents or guardians, students, staff, and community.
 2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.
 3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.
 4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.
 5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.
 6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 7. We will provide professional development to infuse cultural literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.
 9. We will work together to secure adequate funding for Seattle Public Schools that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.
- G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: PURPOSE

1. This Agreement is entered into this 1st day of September ~~2015~~ 2018, by and between the Seattle Public Schools (aka Seattle School District #1), hereinafter called the "SPS", and the Seattle Education Association, hereinafter called the "SEA."
2. The SPS and the SEA, as the exclusive representative of the certificated non-supervisory educational employees, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.59 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: STATUS OF THE AGREEMENTS

1. The SPS recognizes the SEA as the exclusive representative of certificated non-supervisory educational employees as defined in Chapter 41.59 RCW under the following titles: teacher; substitute; counselor; librarian; social worker; school psychologist; nurse; occupational therapist; physical therapist; speech language pathologist; vocational instructor; certificated classroom traffic education instructor; head teacher; house administrator; consulting teacher e.g., mentor; instructional coach; audiologist; and excluding the chief administrative officers of the SPS, confidential employees and supervisory employees as defined in Chapter 41.59 RCW. Any other certificated non-supervisory educational employees with position titles not listed above but paid on the Certificated Non-Supervisory Employee Salary Schedule shall be in the SEA unit. All duties of the kind customarily performed by the certificated non-supervisory educational employees operating under the direction/supervision of SPS personnel shall be performed only by SEA bargaining unit personnel, except by mutual agreement of the SPS and the SEA, provided, however, a Principal or Assistant Principal may fill in when a substitute is not available or they may conduct a class of their own as long as the duties do not become a primary part of their job or performing the work displaces an existing certificated non-supervisory educational employee. Persons rendering non-compensated voluntary service and/or short-term staff consultants are excluded from the bargaining unit.
2. When used herein the term "employee" shall refer to a certificated non-supervisory educational employee represented by the SEA as defined in item 1 above.
3. Throughout this Agreement certain rights are accorded to and certain functions are ascribed to the SEA. The SEA shall have the exclusive privileges and rights for members of its bargaining unit including the right to have payroll deduction of organization dues and fees and other deductions as mutually agreed in this Agreement and the right of representation in formal grievance hearings of employees pursuant to the provisions of the Grievance Procedure. The rights granted herein to the SEA in accordance with law shall not be granted to any competing employee organization.
4. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.
5. Individual contracts for employees shall be in conformance with 28A.405.210, 28A.405.240, and 28A.405.900 RCW, and other applicable laws. The personnel rules, regulations and procedures contained in the individual contracts for employees shall not be in conflict with the provisions of this Agreement.
 - a. Each employee shall be the holder of a valid teaching, Educational Staff Associate (ESA) and/or vocational certificate issued by the State Board of Education.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

- b. The Board shall make a written individual employee contract with each employee in conformity with the provisions of this Agreement and the laws of the State.
 - c. As an Equal Opportunity Employer, the SPS shall continue to seek to obtain applications for employment from men and women in accordance with its Affirmative Action program. Yearly, the parties shall meet with a representative group of staff of color to discuss how, together, we can attract and retain staff of color.
 - d. Employees will be on the Certificated Non-Supervisory Employees Salary Schedule based on verification of credits and experience.
5. Unless otherwise provided herein, this Agreement shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries or employee benefits.
 6. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit areas of disagreement to PERC.

SECTION C: DURATION

1. The term of this Agreement shall be effective ~~September 1, 2015 through August 31, 2018,~~ September 1, 2018 through August 31, 2019, provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this Agreement.
2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.59 RCW.
3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

SECTION D: RENEGOTIATIONS

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate on any issue during the term of this Agreement except as provided in this Agreement.
2. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

3. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or application shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.59 RCW.
4. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of ~~August 31, 2018~~ August 31, 2019, written notice of the intent shall be given to the other party no sooner than March, but no later than April of the calendar year ~~2018~~2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.59 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
5. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for ~~2015-2018-2018-2019~~" shall be printed by the SEA after the Agreement has been ratified and signed and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting it online.
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.
6. The SPS shall furnish upon request of officers or authorized representatives of the SEA any and all disclosable information, statistics, and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility.
7. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate extensive use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS must be carefully evaluated to keep expenditures within budgeted allocations. Requests beyond budgeted allocations shall be honored but the costs incurred shall be reimbursed by the SEA.
8. Calendar Negotiations: The parties agree to negotiate all calendars during the negotiation process. The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives.

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).
- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.
- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
- h. ~~TR~~ Contractual Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.
- i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.

SECTION E: COMMUNICATION RIGHTS AND PRIVILEGES

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the SPS.
2. The SEA may use SPS school buildings for meetings and to transact official business on school property at all reasonable times when custodians are normally on duty before and after school hours, provided that this shall not interfere with nor interrupt normal school operations as determined in consultation with the building principal/program manager or supervisor.
3. Any officer or authorized representative of the SEA, so designated by the SEA and identified to the Superintendent, shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at reasonable times when employees are not on duty, such as before and after work hours and at lunch time, during the employees planning time, or at other times by special arrangement through the principal or his/her designee, provided that this shall not interfere with nor interrupt normal school or business operations. In all instances, the authorized representative or representatives shall report to the school office and follow the normal sign-in procedures for visitors before they proceed through the building to any room. All the visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.
4. The SPS and the SEA agree that having SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business is to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA and SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION F: CONTRACT WAIVERS

Waiver proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.

1. The requests must be for the purpose of implementing strategies for increasing academic achievement and tied to the building's/program's CSIP.

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2. The requests must include: (See Appendix ~~F~~ R SEA/SPS Contract Waiver Request Form)
 - a. Reference to the specific provisions of the Agreement requested to be waived;
 - b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA-represented staff must vote to support the request);
 - c. Rationale for the waiver: Specifically, how will the waiver assist in increasing academic achievement, how will the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff be mitigated or addressed;
 - d. Duration of Waiver: Waiver requests may be for up to three years. Schools must review the waiver each year, and if the SEA-represented staff determine they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA-represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent ~~of~~ for Human Resources.
 - e. Costs (if applicable);
 - f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other programs/buildings;
 - g. After the building has conducted its process, the Waiver Request Form must be signed by the SEA representative and the building principal.

The Waiver Request must be submitted to the Regional Executive Director and SEA concurrently and by the first working day of each month so the respective committees can process and make recommendations to their appropriate decision-making bodies. Waiver requests will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent ~~of~~ for Human Resources.

SECTION G: PAYROLL DEDUCTIONS

1. It shall be an exclusive right of employees who are members of the SEA and who are covered by this Agreement pursuant to Article I. B.1 of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the SEA an assignment authorizing payroll deduction of membership dues and/or fees in the SEA and to state and national organizations with which it is affiliated. The authorization shall be submitted to the SPS Payroll Services by the SEA. The SPS Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than ~~thirty (30) forty-five (45)~~ days after submission of the authorization by the SEA to the SPS Payroll Services. This authorization ~~shall~~ may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the SEA to the SPS Payroll Services for use with new employees who join the corps during the year.
2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless the authorization is revoked ~~by formal notice in writing that is delivered to the SPS Payroll Services by the certificated employee who will also deliver or mail a copy of the formal written revocation to the SEA. The revocations of dues deductions may be made at the end of the SEA's dues period on 10/01 of each year and/or at the end of the Agreement.~~ by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees, deductions and maintenance of membership are required conditions for authorizing payroll deduction.

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- a. The SEA's authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee, and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the SEA.
- b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. The SPS agrees to remit monthly all monies so deducted to the SEA accompanied by a list of employees from whose pay the deductions have been made. The SEA shall be responsible for remitting a portion of dues and/or fees to the state and national organizations with which it is affiliated when the dues have been authorized by the employee on an assignment of payroll deduction. The SPS shall be absolved by the SEA of all responsibility for accuracy and accounting of state or national professional organization dues and/or fees.
4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.
5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.
6. Employees who are members of the School Employees Credit Union of Washington or similar financial institutions may authorize payroll deduction for Credit Union activities by presenting an authorization for the deductions to the Credit Union.
7. These provisions shall be applied without cost to the employee or Association.
8. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article I.G including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION H: SEA SECURITY

1. ~~It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement in regard to SEA membership or the payment of an agency shop fee or alternatives as provided in accordance with RCW 41.59.100 are set forth below.~~
2. ~~Employees may elect to become members of the SEA or may pay an agency shop fee equivalent to the dues of the SEA. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the SEA, pursuant to Chapter 41.59 RCW.~~
3. ~~In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which the employee is a member, the employee may pay~~

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~~an amount of money equivalent to the agency shop fee to a non-religious charity designated by the SEA, pursuant to Chapter 41.59.100 RCW.~~

1. ~~The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith.~~ The SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith.
2. Membership in the SEA, the legally recognized organization authorized to negotiate with the SPS, shall be in compliance with Chapter 41.59 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, gender, sexual orientation, gender expression or identity, marital status, age, disability, use of a trained guide dog or service animal, veteran or military status or national origin.
3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.
4. The SPS shall furnish SEA with the name, work location, and contact information for all newly hired staff within that month, in addition to Article 1, Section H, 3.
5. SEA will have one continuous hour of presentation time at New Hire Orientation.
 - a. 30-minutes is dedicated to SEA to be used at their discretion.
 - b. 30-minutes will be used for partnership work between SEA and SPS, including but not limited to Peer Assistance and Review, Racial Equity Teams, Building Leadership Teams, Professional Development, PGES, and TPEP.
 - c. The Association will be placed on the agenda for any District orientation programs scheduled for newly hired employees. Such orientation will be on paid time. SEA may place Association information and forms in all new-hire District packets.

ARTICLE II: PARTNERSHIP FOR CLOSING THE ACHIEVEMENT OPPORTUNITY GAP

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The SEA and the Seattle Public Schools continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. There is not the luxury of time - each day that passes without every effort being made to ~~insure~~ ensure that all students can reach the standards set by the SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

1. The Partnership Committee
2. The Leadership Committee
3. The Labor-Management Committee
4. Building Leadership Teams/Program Leadership Teams
5. Instructional Councils, Cabinets or Faculty Representatives
6. Building Equity Teams

1. Partnership Committee

The SPS and the SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Race and Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best effort to assure that the Committee reflects ~~the~~ racial and ethnic ~~composition of the students we serve~~ diversity. The purpose of the committee will be to address the issues of the achievement gap.

The Partnership Committee will:

- a. Convene ~~within 60 days of ratification of this agreement, and monthly, thereafter. The District will be responsible for organizing the initial convening.~~
- b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student ~~discipline~~ learning.
- c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase racial equity and reduce disproportionality in an effort to align and coordinate initiatives.
- d. Identify human and financial resources that could support school-level and District-level initiatives.
- e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school

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level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.

- f. Disproportionate discipline and the achievement and opportunity gap are present in every school, and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.
 - ~~g. At the end of two years, the Committee will make a recommendation to the Leadership Committee as to the future scope of its work as regards eliminating disproportionate discipline, and reducing the opportunity and achievement gap.~~
 - g. Screen applications and select the schools for piloting Racial Equity Teams by December 4 week 6 of the start of the school year of each year, review the work of Building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.
 - h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).
 - i. The District will set aside at least one-half day of a District ~~TR~~Contractual day for training related to ~~disproportionate discipline~~ racial equity in the 2016-17 school year each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.
 - j. Ensure that ongoing training on implicit bias and on Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.
 - k. Review SPS progress on recruiting and retaining educators of color, and make recommendations as appropriate.
 - l. Review the SPS Racial Equity Analysis Tool and adapt as needed for use by BLTs/PLTs.
2. The Leadership Committee
- a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.
 - b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.
 - c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments, state as well as common

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District assessments: AP and IB course completion rates; length of time attending SPS; and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.

3. The Labor-Management Committee
 - a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.
 - b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of for Human Resources, including the Labor Relations Executive Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Executive Director of Labor Relations will determine the agenda for these meetings.
4. Building Leadership Teams/Program Leadership Teams
 - a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Teams and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.
 - b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:
 - 1) The principal/supervisor, and
 - 2) Five (5) elected SEA-represented staff. One of the five (5) elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.
 - 3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic ~~composition~~ diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Assistant Superintendent of ~~for~~ for-Human Resources.
 - 4) Where there is a Racial Equity Team, at least one SEA-represented member shall serve on the BLT/PLT.
 - c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific

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responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:

- 1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students.

For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.
 - 2) A school-wide/program-wide professional development plan that reflects racial equity commitments and supports the CSIP/plan.
 - 3) The school's /program's budget.
 - 4) Creation/review of the Decision-making Matrix (DMM).
- d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.
- e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
- f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedures Manuals.
- g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.
- h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.
- i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.

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- j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.
- k. When a staff, following the school's/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) work days from the date that the issues are initially raised.

5. Building Racial Equity Teams/Program Racial Equity Teams

- a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend established through the Race and Equity Department, ~~at least 10 additional teams will be added in 2018-2019. in 2015-16, and 10 additional teams will be added in 2016-17.~~

- b. The Racial Equity Team will consist of at least:

- 1) ~~The principal/~~ A building administrator/program supervisor, and
- 2) At least four (4) ~~elected~~ SEA-represented staff. One of the four (4) ~~elected~~ seats will be designated for ~~and voted upon by~~ classified SEA-represented staff. Schools are encouraged to include staff members from Special Education and English Language Learning Departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one Paraprofessional and one SAEOP.

Because one of the shared beliefs is that those impacted by recommendations must be given an opportunity to be involved, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Racial Equity Team.

Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives.

Certificated and classified staff will be paid equal shares of the Racial Equity Team stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

- 3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic ~~composition~~ diversity of the school/program staff and school community.
- c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or cochaired by a SEA-represented member and a building administrator/program supervisor.

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- d. The work of the Racial Equity Team may be combined with other school or program committees.
 - e. The responsibilities of the Racial Equity Team are to:
 - 1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality.
 - 2) Review the District's recommendations on best practices and recommended initiatives.
 - 3) Review school/program data on disproportionality in discipline and other areas.
 - 4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways.
 - 5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race.
 - 6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity.
 - 7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals.
 - 8) Participate in and coordinate with District level efforts to address disproportionality and inequity.
 - f. The District will convene all Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of ~~Race and Equity~~ Racial Equity Advancement and SEA Center for Race and Equity.
 - g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.
6. Instructional Councils, Cabinets or Faculty Representatives:
- a. Instructional Councils, Cabinets or other faculty representative organizations in instructional settings are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation, and evaluation of instructional strategies. In non-instructional settings where staff meetings are held, support personnel may place appropriate items on the agenda of their staff meetings.
 - b. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:
 - 1) Goals, objectives and standards in instruction and conduct;
 - 2) Program development, implementation and program evaluation;
 - 3) Scheduling and allocation of personnel;
 - 4) Budget allocations; and,

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- 5) An instructional program that is based upon input from local citizen groups, academic sources, SPS philosophy, and consistent with SPS goals.
- c. The recommendations of the faculty representative organization within an instructional setting shall become the accepted rules, regulations and procedures for that building upon approval of the building principal/program manager.
- d. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.
- e. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations and procedures.
- f. Membership in the faculty representative organization shall be determined at the building level through consultation between the faculty and building administration. Membership in the faculty representative organization at the secondary levels shall include as a minimum the following: curricular department heads or team leaders, head counselor, head librarian, at least one (1) representative of Special Programs, Bilingual Education, or Special Education at the building level, and the building principal/program manager or ~~his/her~~ their designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.
- g. In providing orderly procedures for the introduction and evaluation of building level experimental and innovative programs in instructional settings, the faculty representative organization shall be utilized and shall prepare recommendations for implementation and evaluation. In making the recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of a program shall determine the effectiveness of the program.
- h. Officers of the faculty representative organization shall be selected by members of the organization.
- i. The faculty representative organization shall meet during the employee workday.
- j. A representative from each of the categories of Special Education will serve on the SPS Teacher Advisory Committee subject to minority representation. These representatives are selected by the members for each Special Education category. These representatives shall serve in an advisory capacity to the Special Education Department. The members of the advisory committee may place items on the agenda. The SEA Special Education Committee may appoint a representative to serve as a member of the Committee.

SECTION B: DECISIONS REGARDING USE OF TIME FOR PROFESSIONAL DEVELOPMENT AND DECISION MAKING:

1. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
 - a. The equivalent of two (2) scheduled ~~TR~~ contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
 - b. ~~Three (3) calendar waiver days for professional development;~~

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- c. ~~Five (5) half (½) day early releases, for purposes of school-wide staff development or site-based decision making to support the CSIP;~~
 - b. Decisions will be made by the building/program through the building/program decision-making matrix. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff will resolve the matter as to the use of the days identified above using the building/program decision-making matrix.
2. Two ~~TRT~~ contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.
3. The final ~~TRT~~ contractual day will be a SPS-directed day for professional development.
4. There is an expectation by the parties that all employees, including part-time employees, will fully participate in these mandatory days. An employee who, due to illness or injury, is unable to attend a mandatory day activity shall complete a leave slip for time missed. It is the employee's responsibility to arrange for and acquire the information or training that was provided on the mandatory time. Curricula or policy decisions made by the staff while an employee is absent will be adhered to by the employee.
5. Staff may substitute an alternative ~~TRT~~ contractual activity if they are unable to attend activities during the scheduled ~~TRT~~ day(s)/hours because of illness or personal emergency or if previous experience in the topic or alternative instructional needs suggest a better use for the ~~TRT~~ contractual hours. A request to substitute because of prior experience or alternative instructional needs requires prior approval by the BLT. Substitutions because of illness or personal emergency will be developed and approved by the BLT on the return of the individual. Absence from professional development or site decision activities on contractual day ~~TRT, LID,~~ waiver or early release days will be charged to paid or unpaid leaves as appropriate, unless an alternative is agreed to between the individual and principal/supervisor. Any alternative must be consistent with the original purpose of the days.
6. ESA staff may choose to attend the building-based professional development where they are assigned or a district-wide professional development activity geared towards their classification. Other employees may also attend district-wide professional development opportunities when site based professional development does not pertain to their classification/job title. Before deciding on a professional development activity, employees will consult with their supervisor or principal about which activity to attend.
7. The SPS shall provide \$3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
8. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: PROFESSIONAL DEVELOPMENT STEERING COMMITTEE

There shall be a Steering Committee for professional development led by the Superintendent's designee and the President of the SEA. The steering committee shall consist of eight (8) to twelve (12) individuals equally representing the parties.

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1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.
 - b. Review and comment on initiatives, which have been developed with building agreement to ensure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
 - f. The Steering committee may form joint sub-committees or task forces as needs are identified. These sub-committees or task forces will be provided with clear guidance as to task, role, timing and support.

2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals
 - a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.
 - c. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.
 - d. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.

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3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPS in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.
 - a. \$300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
 - b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.
4. ~~Race matters and~~ Cultural literacy:
 - a. The goal is to ~~insure~~ ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff bring to SPS and will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community, adult learning models designed to infuse all staff development and decision-making processes with culturally ~~relevant~~ responsive techniques, processes and norms will be used for all trainings.
 - b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.
 - c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.
5. SPS developed a Professional Development Plan (PDP) to ensure employee accessibility to differentiated, integrated high quality professional development offerings that are aligned with SPS' Strategic Plan. The PDP offers on-going activities reflective of a five-year plus professional development continuum. The PDP builds upon professional development that has already taken place over the past years. The PDP will be updated as needs change. SPS will use a collaborative process for making changes to the PDP and will coordinate this process with the Joint Professional Development Steering Committee.
 - a. The PDP categorizes professional development by Required and Recommended components. Each of these components has Essential Elements of Teaching integrated within every professional development course.
 - b. The PDP is differentiated to meet employee needs based on their assignment and experience as well needs identified in school CSIPs.
 - c. All employees will be required to engage in on-going professional development.

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- d. In collaboration with the building administrator, CNS new to SPS will select the order for taking required course offerings. Initial professional development may be waived in collaboration with the building administrator.
 - e. Employees will not be obligated to take more than twenty-four (24) hours of SPS-required professional development in a school year. Based upon available funding, SPS will pay for all SPS-required professional development courses. When funding is not available, employees will be notified and will not be required to fulfill this requirement.
 - 1) For purposes of this section only, a school year begins on September 1 and runs through August 31 of the succeeding year.
 - 2) Employees may opt to take more than twenty-four (24) hours of required courses up to a maximum of forty-two (42) hours.
 - 3) If employees have completed all required courses the above section is waived.
 - f. School - embedded professional development will continue to be decided by staff using their site-based plans. Required professional development, with the exception of two days of District required Common Core and/or 21st Century Skills professional development, will be offered during school time as well as after school hours and during the summer. In order to effectively implement Common Core State Standards and 21st Century Skills by 2014-2015; for 2013-2014, all teachers will be required to attend a minimum of two (2) full-day District sessions offered during the school day on Common core and/or 21st Century Skills. Because elementary teachers must teach both content areas (Math and ELA), those who teach grades 3-5 will be required to do an additional two days of training which will be offered as outlined in this section. Employees are encouraged to use building-based professional development days for required courses.
6. Professional in-service courses will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibility. Professional Development courses shall be made available at no cost except for material and transportation fees connected with participation in the course. A penalty fee may be charged for enrollees who do not complete a course.
 7. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model.
 8. The employee and building principal/program manager or supervisor should examine the Professional Development courses offered for the purpose of relating the courses to be taken to the employee's current or planned professional assignment.
 9. Any professional in-service course may be taken for personal enrichment purposes on a space-available basis.
 10. All material, tuition, or transportation fees for college extension courses shall be paid by the employee.
 11. Where feasible and possible, in-service courses shall be designed and offered for clock hours or college extension credit, with clock hours or tuition cost paid by the employee.
 12. Whenever possible, courses shall be offered in the geographical location most convenient for those employees participating.

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13. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating.
14. Sufficient time shall be allowed for employees to reach professional classes, even if participants must leave their buildings early, though not earlier than the regular dismissal of classes.
15. Workshops and/or Professional Development Programs initiated and established by administration with required attendance normally shall be conducted at times so as to minimize disruption of the school program within schools and with a minimum time requirement for those employees involved. Some professional development resulting from legal requirements of the SPS will be planned to meet those legal requirements. Workshops and Professional Development Programs, other than regular professional development programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article IV, Section G.
16. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and professional development conferences which call for significant or substantial time in excess of the employee school workday.
17. When new teaching skills are required within existing Special Education programs, the SPS shall provide and/or facilitate training at no cost to the employee. If new skills are required for new Special Education programs, the SPS shall provide for or facilitate the training.

Employees who serve students with disabilities and prepare IEP's shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Special Education Department with an agenda that provides in-service opportunity tied to the development of IEPs.

18. The SPS and the SEA agree to abide by the provisions of RCW 28A.415.250 with reference to the Mentor Teacher Program.
19. Each school will establish a process for determining the use of the staff development days. The plan for the utilization of the staff development days must fulfill the needs and requirements of the SPS. Employees shall be afforded authentic participation in the development of the plan for utilization of the staff development days.
20. In an effort to support teachers new to the profession or new to the district, SPS will:
 - a. Mentor teachers new to the profession using the STAR Program outlined in Section D.
 - b. Provide a complementary building-based mentor program for all employees new to the SPS.
 - c. Have each building Identify and develop other ways to increase capacity of building staff to help colleagues.
 - d. Support the efforts of employees achieving their Professional Certification, including negotiating with higher education institutions to provide the classes, credits and content within the SPS and with SPS employees providing the instruction.
 - e. Make sure the needs of substitute educators new to the SPS or new to teaching or their long-term assignment will be addressed
21. SPS will provide a targeted support fund of up to \$500 for each employee who has been evaluated as Unsatisfactory or who is on a support plan triggered by low student growth. The fund, which will

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be under the guidance of the employee's evaluator, will be for evaluative areas targeted in the employee's improvement plan. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the employee's evaluation as in need of improvement; or for other expenditures approved by the evaluator. Building principals must issue final approval for any support fund expenditure.

SECTION D: ~~THE STAR PROGRAM~~

~~Overview: The SPS Board of Education, Administration and the SEA are continuously striving to provide the highest possible quality of education. The Board, Administration, and SEA recognize that for students to succeed in learning, teachers must succeed in teaching and, therefore, agree to cooperate in the design and implementation of teacher induction and peer assistance programs that support the development of highly capable practitioners who positively affect student learning. Programs would offer high quality mentoring, and a variety of professional development opportunities. Research of effective induction programs suggests a greater degree of teacher efficacy as well as a higher rate of teacher retention. Mentoring is a means to a larger end: that of creating a strong, improvement-oriented profession within school districts, schools, and associations. Mentoring beginning teachers is an important component of an induction program, a critical building block for successful education reform in Closing the Educational Gap. The Board, Administration and SEA commit to support the STAR Panel as they undertake strategies to accomplish the above goals.~~

~~1. General criteria:~~

- ~~a. A seven member group (STAR Panel) directs the program. The SEA appoints four members, one of which will be a STAR Mentor Teacher, and the Superintendent of the SPS appoints three.~~
- ~~b. The STAR Panel selects the mentor teachers who will be assigned to STAR participants.~~
- ~~c. Teachers new to the profession will be assigned a mentor teacher for at least their first year. The STAR panel, with the input of the mentors, will determine the level of support mentor teachers will provide the first year and beyond for each teacher. Experienced teachers new to the district will participate in the teacher induction program on a needs basis. SPS and SEA recognize that in order to provide equity to all students, some new teachers may need additional time with mentor teachers to provide a successful experience when working in high poverty and/or high needs schools.~~
- ~~d. Experienced teachers requesting peer assistance may apply to the STAR Program to receive support. The STAR Panel reviews requests and determines the level of support. On an average, the STAR Program will attempt to give nine (9) hours of support over a three (3) month period for each experienced teacher.~~
- ~~e. All contractual and legal rights of employees assigned to the STAR Program are honored.~~
- ~~f. While participating in the STAR Program, building principals will supervise employees, consistent with SPS policies and the Collective Bargaining Agreement.~~

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~~g. In the event of adverse developments which necessitate layoffs, the STAR program would be modified on an equal and consistent basis with other like programs such as centrally funded coaches. (See Article XII, Section A)~~

~~2. The STAR Program:~~

~~The STAR Program consists of two components, one for teachers new to the profession and one for experienced teachers. The term "teachers" as used in this Program shall encompass all certificated non-supervisory staff represented by the SEA.~~

~~a. Teacher Induction Component: The STAR Program offers all newly hired teachers the support, advice, and direction necessary to make their experience for their first year and beyond in the SPS as successful as possible.~~

~~1) Teachers New to the Profession: Upon employment, teachers will be assigned a STAR Mentor Teacher for at least one (1) full year. The STAR Panel will differentiate services as needed and work to achieve a caseload ratio of 1:15. The District will cap the number of STAR Mentors at thirteen (13). If there are more than 200 new teachers, SEA and SPS will reopen negotiations to discuss this matter.~~

~~2) Experienced Teachers: Experienced teachers new to the district will be notified of opportunities to participate in the teacher induction program.~~

~~b. Peer Assistance Component: Experienced teachers requesting peer assistance may apply to the STAR Program to receive support. Examples of request could include a teacher whose assignment has changed, or is seeking opportunities to enhance his/her practice.~~

~~1) The applicant completes a Peer Assistance Request form and submits to STAR Panel.~~

~~2) The STAR Panel reviews requests and determines the level of support given recognizing a mentor teacher's total case load will not exceed a ratio of 1:20.~~

~~3. The STAR Panel:~~

~~The STAR Panel is composed of four members appointed by the SEA and three members appointed by the Superintendent of the SPS. The Panel year is defined as September 1st - August 31st, co-chaired by SEA and SPS members. To have a quorum, at least five (5) members of the Panel must be present. The Panel will attempt to operate by consensus, but failing consensus all actions taken by the Panel must be approved by at least five (5) affirmative votes. The major responsibilities of the STAR Panel are as follows:~~

~~a. STAR Program - The STAR Panel determines the specific details of the STAR Program. The Panel establishes operational procedures, and is responsible for the continuous improvement of the program such as revision or development of all necessary procedures, forms and documents. It generally manages the STAR program. The STAR Panel will be provided the staffing needed to perform these duties.~~

~~b. STAR Program Mentor Teachers - The Panel selects the STAR program mentor teachers based on criteria established in Article II, Section D.6. These teachers~~

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~~are trained to offer peer mentoring/assistance and trained in the specific details of the STAR Program. The Panel continuously monitors and evaluates the effectiveness of the STAR Program.~~

- ~~e. STAR Program Participants Teachers new to the profession shall receive classroom observations, classroom visitations, conferences, professional development, and opportunities to set goals and reflect on their practice. Teacher logs will reflect Charlotte Danielson's self-reflection rubric, goals, and personal reflections. The development of these forms and rubrics are the responsibility of the STAR Panel.~~
- ~~4. Program Review The STAR Panel monitors the efficacy of program implementation.~~
- ~~5. The STAR Panel is updated at regular intervals on the level of participation being made by STAR participants in regards to the components of the program. Once program components have been completed, an exit slip will be submitted to the panel for sign-off and inclusion in the participant's personnel file.~~
- ~~6. The STAR Mentor Teacher Selection Criteria:
 - ~~a. Demonstrates strong professional practice and knowledge of instruction. Any new STAR Mentor Teacher must meet the same eligibility criteria for career ladder positions as outlined in Article IV, Section E.8.~~
 - ~~b. Demonstrates ability to work successfully with racially, culturally and linguistically different groups.~~
 - ~~c. Demonstrates talent in written and oral communications.~~
 - ~~d. Demonstrates leadership ability or potential within her/his profession.~~
 - ~~e. Demonstrates ability to work cooperatively and effectively with other professional staff members.~~
 - ~~f. Has extensive knowledge of a variety of classroom management and instructional techniques that support culturally responsive learning and teaching environments.~~
 - ~~g. Demonstrates knowledge of adult learning and mentoring principles.~~
 - ~~h. Has taught for at least five (5) years, with at least two (2) years of teaching within the Seattle School District.~~~~
- ~~7. Selection Process:
 - ~~a. There is an application form specifically for the position of STAR Mentor teacher. As positions become available they will be posted throughout the SPS with an application deadline. Applications will be kept on file for future consideration based on the expansion and/or needs of the Program. In addition to submitting a properly completed application form, each applicant is required to submit current references directly to the STAR Panel from the following individuals:
 - ~~1) A reference from her/his building principal or immediate supervisor if the teacher is not assigned to a school or building.~~
 - ~~2) A reference from a union representative.~~~~~~

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~~3) References from two other teachers from her/his building or program if the teacher is not assigned to a school building.~~

~~b. The STAR Panel reviews the application and identifies teachers for further consideration. The STAR Panel will conduct an interview process with the finalists. The Panel selects teachers from this group of applicants. All applications and references are treated with the strictest confidentiality and will not be disclosed except as required by law.~~

~~8. Assignment Status:~~

~~Applicants who are not accepted as mentor teachers are notified in writing. Those who are selected by the STAR Panel as mentor teachers will:~~

~~a. Upon assignment, work full-time as a mentor teacher. Generally, assignments will be for the school year and will not continue more than four (4) years. Once an individual has served as a mentor teacher, the individual may reapply to be a mentor teacher after returning to her/his regular duties for a period of three years.~~

~~b. Have a right to return to their most recent teaching assignment if they were hired prior to September 1, 2009, regardless of the length of the mentor teacher assignment, and to receive any supplemental contracts that they held at the time of their assignment. If the duty service for which the supplemental contract was issued is no longer in existence, there is no obligation on the part of the SPS to provide another supplemental contract. STAR mentor teachers hired beginning September 1, 2009 will not have the right to return to the same position although they are guaranteed a similar position within the district.~~

~~c. Supplemental contracts held by mentor teachers before assignment to the STAR Program will be ended upon assignment and payment will be prorated if the services under the contract have begun.~~

~~d. Upon assignment in the STAR program, mentor teachers will receive a supplemental contract for services as an assigned consulting teacher. Partial years will be prorated. Mentor teachers will work a 185-day year and will be compensated for additional assigned STAR program-related work beyond this period on a per diem basis. The per diem amount shall be based on their regular rate of pay and the STAR program supplemental contract.~~

~~e. Other successful applicants may be given the opportunity to be placed in a pool for future consideration in the event a position in their category becomes available.~~

~~9. STAR Program Review:~~

~~The SPS or SEA may initiate a formal or informal review of the STAR Program at any time.~~

SECTION E D: PROFESSIONAL GROWTH AND EDUCATOR SUPPORT (PGES) COMMITTEE

The following shared vision will guide the work of the PGE Committee:

1. Seattle Public School Educators believe that education is a civil right. Our *Professional Growth and Educator Support System* (PGES) is transparent, collaborative, and equitable. The system is

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designed and managed by those who work closest with students. The purpose ensures professional learning is fair, growth oriented, and centered on quality student learning for all.

2. The parties agree that the Professional Growth and Educator Support (PGE) Committee will monitor and guide the implementation of all components of the Professional Growth and Educator Support System (PGES), including:
 - a. Foundational Coursework
 - b. Career Ladder Program
 - c. Consulting Teachers (formerly STAR and ESCTs)
 - d. The PAR Panel (Peer Assistance and Review Panel)
 - e. The state-mandated teacher evaluation systems (TPEP) and the state online evaluation tool (eVAL)
3. The committee will gather feedback and recommend adjustments to the system and applicable forms and quick guides, as needed.
4. The PGES Committee will consist of twelve (12) members (six (6) selected by SEA and six (6) selected by SPS).
5. The following operating beliefs will guide the PGES Committee:
 - a. The purpose of evaluation is to help strengthen educators in their practice to maintain a professional standard.
 - b. Our professional Growth System should be grounded in racial equity, cultural responsiveness, identity safety and strategies to eliminate the opportunity gap.
 - c. Schools are lifelong learning communities, where continuous professional development and growth are practiced.
 - d. Data are one source of information to assist educators in reflecting on student learning, classroom environment and instruction. A clear understanding of both the usefulness and limitations of data is critical to evaluation and goal setting.
 - e. A safe learning environment for students and teachers is where innovation is encouraged and professional judgement is respected. Concise and consistent communication among all parties involved in evaluation is critical.

SECTION E: CREATIVE APPROACH SCHOOLS

SPS and SEA agree that school staffs and communities know the needs of their students' best. To that end, Creative Approach Schools have been created and may be designated. Designated schools are those who have developed a new, different, and creative approach that supports raising achievement and closing the achievement gap for all enrolled students in their particular school.

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.
2. The process and criteria will be reviewed by the committee annually.

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3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.
4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix FR.
 - a. Creative Approach School proposals must be developed with knowledge and opportunity for participation of all SEA-represented employees and administrators assigned to the building/program submitting the proposal.
 - b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.
 - c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.
 - d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.
 - e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.
 - f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.
5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.
 - a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.
 - b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.
 - c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.
 - d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach School Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.
 - e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.

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6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.
7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.
8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.
9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.
10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event that a program is not budget neutral, the District may discontinue the program.
11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three (3) of the implementation.
12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating Creative Approach Schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and the School Board.

SECTION F: THE ASSESSMENT COMMITTEE

1. SEA and the District agree that tests required by federal or state law are exempted from this section, except for section 7.a, Minimizing Disruptions.
2. SEA and the District agree that closing the achievement gap is a complex endeavor that requires many different interventions that target direct and indirect causes.
3. SEA and the District agree that student achievement may be impacted whenever instructional time or student access to resources, such as libraries and computer labs, is disrupted.
4. SEA and the District agree that assessment plays a key role in supporting student achievement.
5. SEA and the District agree that student assessment is a complex issue that has many different dimensions and impacts students, teachers, and support staff in a variety of ways.
6. SEA and the District agree that no additional District-mandated assessments will be added after a District-wide annual assessment calendar has been approved by the superintendent. Building faculty and administrators may adopt additional assessments in their buildings by working through their building's decision-making process.

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7. SEA and the District agree that the Assessment Committee will address a range of issues related to the annual assessment calendar as described below and will focus on making recommendations to the Superintendent in the following areas:
 - a. **Minimizing Disruptions:** Developing recommendations for reducing the impact of testing on instructional time and student access to resources, such as libraries and computer labs;
 - b. **Assessment Review:** Reviewing and identifying standardized or common assessments, to recommend for building, regional, or district-wide use.
 - 1) The committee's recommendations will be presented in writing to the Superintendent. That writing must contain a discussion of why the assessment was chosen, and why the test is valid, reliable, and unbiased.
 - 2) The committee will consider the needs of SPED and ELL students.
 - 3) **District-wide Annual Assessment Calendar:** Each year of this contract, the committee will collaborate with Research Evaluation & Assessment staff to develop a proposed District-wide annual assessment calendar for the upcoming academic year. A draft will be produced no later than May 1. The District-wide assessment calendar will be finalized by August 15.
 - 4) **Committee Composition:** The Assessment Committee will consist of three (3) members appointed by SPS and five (5) members appointed by the SEA. The parties will make their best effort to assure that the Committee reflects the racial and ethnic composition of the District.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION A: ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel, and staffing shall be determined and administered by the SPS through the policies, procedures, and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which the authority may properly be exercised.
2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based, decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: NONDISCRIMINATION RIGHTS

There shall be no unlawful discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, national origin, veteran or military status, or because of their membership or non-membership in employee organizations or in their exercise of other rights including union representation under Chapter 41.59 RCW, Educational Employment Relations Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties. Procedures for handling sexual harassment complaints will be in accordance with SPS's sexual harassment policy.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.
3. There shall be no discrimination against any employee in respect to assignment, promotion or condition of work due to high position on the salary schedule.
4. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
5. There shall be no discrimination against any employee for using the grievance procedure.

SECTION C: REPRESENTATION RIGHTS AND DUE PROCESS

1. An employee who has received a written communication from ~~his/her~~ their supervisor indicating deficiencies requiring improvement, at ~~his/her~~ the employees request shall be entitled to have a representative of the SEA or legal counsel present at subsequent meetings with ~~his/her~~ their supervisor when the elements of the initial communication are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.
2. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.

3. The Annual Performance Evaluation and evaluation conferences conducted by the building principal/program manager or supervisor in the evaluation process are specifically excluded from these provisions, except that subsequent discussions of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions.
4. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the District unless this disclosure would compromise the District's investigation.
5. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, oral warning, written warning or reprimand, suspension and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.
6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to his/her their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION D: EMPLOYEE PERSONNEL FILES

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.
2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing and provided to the employee along with supporting documentation if requested by the employee.
3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.
4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.

5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.
6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations, and procedures of the SPS.
7. All materials related to an employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year, except that the observation report form (see Appendix J) for those employees determined to be unsatisfactory and/or in need of improvement or a performance improvement plan may be retained in the building until the employee's performance has improved as set forth in the observation report form. However, observation report forms for those employees determined to be in need of improvement may not be retained at the building beyond twelve (12) months following the completion of the next school year's performance evaluation.
8. College/university credentials that are confidential shall be handled as directed by the college/university after employment is approved by the SPS Board.
9. Materials reviewed by an employee and judged by the employee to be derogatory to ~~his/her~~ their conduct, service, character, or personality may be:
 - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of ~~his/her~~ the employees written personnel records.
 - b. Pursued by use of the grievance procedure.
 - c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed.
10. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.
11. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION E: ACADEMIC FREEDOM

1. The exercise of full rights of citizenship is guaranteed by the SPS for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within ~~his/her~~ their professional group. The freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current SPS authorized course of study and SPS rules and regulations which each member of the profession must accept.
2. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:
 - a. A commitment to support the Constitution of the United States;

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- b. A concern for the welfare, growth, and development of children; and,
 - c. An insistence upon objective scholarship.
3. The professional staff shall assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education.
 4. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.
 5. No single instructional philosophy or technique is prescribed by the SPS for the instruction of a Special Education student.
 6. The SPS agrees to conform to the School Board policy concerning ownership provisions of copyright materials.
 7. Employees will have the right to determine grades and evaluation of students. If asked by an administrator due to parent or student inquiry, concern or complaint, the employee will provide the background to the administrator on how the grade was determined. In addition, if the administrator determines that a meeting between the parent/student and the employee is needed, the employee will participate in the meeting.

SECTION F: CLASSROOM CONTROL

1. The SPS shall support and uphold employees in their efforts to maintain a sound learning environment. Using professional judgment, the employee shall request assistance if a student substantially disrupts the classroom environment and shall provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.
2. Consistent with SPS discipline procedures, the principal and certificated employees of each building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform enforcement of those standards. (WAC 392-400-225 (1)(b)).
3. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by ~~his/her~~ their behavior is substantially disrupting the classroom environment may be removed from a class pending action by the SPS, subject to the provisions of SPS regulations and procedures in accordance with State law and Chapter 392-400 WAC. Students shall be removed from the classroom only for the violation of established rules as set forth in the SPS Statement of Rights and Responsibilities, the laws of the State of Washington, Chapter 392-400 WAC, or the rules and regulations of the SPS and the Federal Government.
4. A student may be removed immediately from a class, subject or activity by a certificated teacher and sent to the building principal/program manager or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or is an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to Chapter 392-400 WAC as now or hereafter amended.

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5. The student shall remain out of the class, subject or activity only until the danger or threat ceases or until the building principal/program manager or other designated school authority acts to impose discipline or short-term suspension, initiates a long-term suspension or expulsion, or imposes an emergency expulsion.
6. The building administrator will utilize written recommendations from employees in ~~his/her~~ their deliberations relative to potential student classroom suspensions and expulsions.
7. When a student is returned to school following temporary removal or suspension from school or from a class, subject or school activity, the administrator, in consultation with the employee(s), shall specify in writing the conditions, if any, for the student to return.
8. Prior to the time the student is returned to the class(s), subject(s) or activity(s), the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated.
9. Parents and/or guardians shall be adequately informed of the classroom behavior of their children so they may take corrective measures where necessary.
10. The SPS will continue to provide classes and programs for students who are unable to profit from the regular educational program.
11. All visitors shall obtain the approval of the principal/program manager or ~~his/her~~ their designee, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect a request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. Each school shall develop a plan to accommodate visitors during the spring assignment process. Prior to the adoption of the plan, the principal/program manager shall seek input from staff and parents. This does not apply to classroom visits by SPS personnel.

SECTION G: EMPLOYEE PROTECTION

1. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, within twenty-four hours, ~~he/she~~ they should pass this information along to the classroom teacher, and other non-supervisory certificated staff who regularly work with the students as long as the dissemination does not breach any legal requirements concerning confidentiality. This requirement may be waived if there are specific legal restrictions on the ability of the SPS to inform the staff.
2. When new students transfer into the District, SPS will make contact with the previous school to obtain any pertinent information that may be of concern to the staff at the receiving school. This information should be provided within twenty-four hours to all staff who regularly work with the student if it is not immediately accessible upon the time of registration.
3. Employees have the right to call 911 in emergency or threatening situations. After making the 911 call the employee will notify the supervisor or identified emergency building contact should the supervisor be out of the building. Principals/supervisors will notify the staff of the person (s) to contact when they are leaving the worksite.
4. Employees shall be trained by the SPS prior to being assigned to insert catheters or perform other required medical procedures.
5. Employees shall be trained by the SPS prior to being assigned to dispense medication. All dispensing of medication will be in accordance with the law.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION H: SAFETY AND SECURITY

1. The SPS and the SEA are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that the SPS ensure that there are policies and procedures; including student discipline procedures, to make certain that schools are safe and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, behavioral training and in some cases, mandatory treatment.

SPS and SEA agree that employees should not have to be subjected to parents/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:
 - a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.
 - b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.
 - c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.
 - d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.
3. Whereas, the SPS and the SEA continue to support a policy of “no tolerance” for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.
- a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:
 - 1) collaboratively develop improved security procedures,
 - 2) expand training opportunities for all staff, and
 - 3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.
 - b. Weapons.
 - 1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.
 - 2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline
 - 3) Items That Appear To Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.
 - 4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.
 - 5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).
 - 6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:
 - a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or

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- b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.
- 4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.
- 5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.
 - a. Consequences
 - 1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:
 - a) Referral to a behavior modification program, if available.
 - b) Support and intervention services, as appropriate, if available.
 - c) A temporary school assignment.
 - d) A new school assignment.
 - 2) The SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.
 - 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
 - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
 - 5) The principal will be responsible for distribution to impacted staff.
 - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
 - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
 - 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
 - 9) The student's parents or guardians will be promptly informed of the incident.
 - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to readmittance to a new regular Seattle Public School.
 - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
 - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
 - 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
 - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing ~~his/her~~ their duties will be prosecuted to the fullest extent provided by law.
7. Hearing Officers: The SEA and the SPS annually will jointly review and evaluate hearing officers.
8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.
9. Health and Safety Needs:
 - a. The SPS shall provide a safe and healthy workplace per State law, WAC 296-24-020.
 - b. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
 - c. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five (5) working days after the District has knowledge that it has failed an environmental test.
10. HIV/AIDS, Hepatitis B Training and Inoculation Requirements:
 - a. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
 - b. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION I: NO REPRISAL FOR DISCLOSING MISDEEDS

The SPS agrees to abide by the SPS Whistleblower Policy; however, in the event an employee decides to pursue the matter in court, the employee shall not have access to the grievance procedure herein, or the

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SPS's appeal procedure, in addition to court proceedings. It is the intent of the parties that the employee has the right to select one avenue of resolution.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

SECTION A: COMPENSATION

For 2018-19, total compensation shall be paid as:

1. Base contract of 180 days. See Appendix A for the 2018-2019 salary schedule.
2. Responsibility and incentive supplemental contract for additional responsibilities and incentives. See Appendix D for the 2018-2019 supplemental contract.
3. A supplemental contract for five (5) additional mandatory in-service contract days. The five (5) contractual days are scheduled in accordance with Article II, Section B. See Appendix D for the 2018-2019 supplemental contract.
4. Thirty -two (32) hours for technology learning time for the acquisition and integration of technology competencies, payable through the Technology Attestation form. See Appendix S for the 2018-2019 form.
5. Increments and lane changes subject to meeting the lane criteria will be granted each year.
6. Salary increases for substitute educators will be at 10.5%.

SECTION A B: BASIC EMPLOYMENT CONTRACT AND EMPLOYEE RESPONSIBILITIES

1. Employees receive a basic contract for 180 days of work. For certificated non-supervisory employees who have continuing contract rights under RCW 28A.405, a continuing contract will be issued and renewed annually, unless the contract is non-renewed or terminated by the Superintendent as allowed under RCW 28A.405. Employees must sign and return their first certificated non-supervisory continuing contract. Thereafter, continuing contracts will be issued to an employee and are deemed accepted by the employee after fourteen (14) days of issuance, unless the employee resigns in writing at any time prior to the expiration of the 14-day period.

Provisional employees must sign and return a provisional employment contract every school year they are employed by the district.

Employees may resign their contract through July 1. Thereafter, the employee may only be released from contract by the SPS Board of Directors.

2. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and ~~his/her~~ their supervisor so long as State requirements are met.
3. The requirements for fulfilling the basic contract are as follows – Plan for and deliver or support quality instruction for students:
 - a. Plan daily lessons and implement SPS curriculum as outlined in the site's CSIP, SPS curriculum documents, and State competencies, including use of various instructional strategies and resources. Specialists plan and provide meaningful program activities that support student progress toward building, SPS and State goals.
 - b. Provide meaningful and engaging instruction during available instructional time.
 - c. Administer assessments and use the results to inform instructional planning, modify lessons or instructional style to meet individual needs of students.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- d. Maintain in a timely manner all required reports including such items as grade books, attendance, necessary data collection and anecdotal record keeping.
- e. Adhere to Washington Administrative Code, State and federal requirements and SPS policy (for example: Vocational Education Programs, Special Education Programs, and 504 Plans).
- f. Create and provide a culturally responsive learning environment that acknowledges all students.
- g. Participate in staff meetings. Within a building/program, employee and departmental or grade level meetings are necessary to provide and receive information that may include sharing in decisions related to site issues. Building/programs will decide how best to use staff and departmental/grade meeting time to address issues identified by the staff or administration. Emergency meetings will be called whenever conditions require.
- h. Communicate with parents/guardian.
- i. Parent/guardian involvement is an essential element of student growth and positive community relationships.
- j. Employees will participate in site decisions for parent/guardian communications and meetings.
- k. Employees will maintain contact with parents/guardians, return phone calls, notes, or e-mails, and be proactive when dealing with student concerns (such as discipline, low achievement, etc.).
- l. While the preferred time to meet with parents is during the ½ hour before or after school, or during PCP time, meetings may, on occasion, have to be scheduled outside of the normal workday without additional compensation. Employees will schedule and attend these conferences with parents/guardians. Building plans may include flexible time scheduling to accommodate after-hour conferences. Supervisors will support staff in efforts to keep parent/guardian meetings within the workday where practical.
- m. Supervise students. Employees are an integral part of ensuring the safety and well-being of students while on campus, including assemblies, recesses, and before/after school. Building crises, site, and activity plans, as developed by the building/program employees, will include defining responsibilities for employee supervision. Employees will communicate concerns about students and report unsafe conditions, and suspected child neglect/ abuse; or events such as fights, bullying, harassment, threats, or violations of the discipline policy to the appropriate people or agency in a timely manner. Buildings have an obligation to have safety, student supervision, and student discipline plans.
- n. Professional growth. Employees will stay current on educational issues, keep updated in subject area(s), and maintain certification or work toward proper certification.

SECTION B C: TYPES OF EMPLOYEE CONTRACTS

- 1. There shall be an individual Employee Contract and a Supplemental Contract(s), in conformity with Washington State law and rules and regulations of the SPS and the Seattle School Board.
 - a. ~~Contracts must be returned by the staff members within fourteen (14) calendar days of date of issuance. If not returned by that date, a contract will be presumed to be rejected unless other arrangements have been made with the Executive Director of Human Resources.~~

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

~~b. Staff members can only be released from their individual certificated non-supervisory contract upon approval of the SPS Board of Directors.~~

As an incentive to know certificated vacancies for the following school year as early as possible, the District will provide a \$300 bonus payment to anyone with five (5) years of experience or more who notifies the District by February 1 of the current year that they will be leaving the District at the end of the school year. The payment and notification will be non-revocable and will not count towards retirement calculations.

2. Non-Continuing Contracts

- a. Certificated employees hired by the SPS to replace employees who have been granted official SPS leaves shall be contracted not to exceed one (1) year in accordance with RCW 28A.405.900 and shall receive fringe benefits in accordance with this Agreement. Employees on non-continuing contracts will be evaluated as if they were employees with provisional contracts.
- b. The SPS will annually review the status of all individuals who are on non-continuing contracts. If the number of individuals who are on non-continuing contracts exceeds the number of employees on leave, the SPS will offer provisional or continuing contracts to a number of non-continuing contracted employees. The number of employees who will be offered provisional or continuing contracts shall be equal to the difference between the number of non-continuing employees and the number of employees on leave, who have a guaranteed right to be placed in the displacement pool when they return from leave. The SPS will provide the SEA with a list of those employees who have been offered provisional or continuing contracts. The list shall be provided to the SEA by March 16th of each year. The following procedure will be followed:
 - 1) In January or early February, principals/program managers are asked to make recommendations for conversion of their non-continuing contracted employees.
 - 2) Employees on non-continuing contracts who are not recommended are immediately balanced against a person on leave who has the same category as they do.
 - 3) The remaining employees on leave are analyzed, by categories, to determine how many there are in the various teaching areas; i.e., special education, elementary education, etc.
- c. Each person on a non-continuing contract is balanced against a person on leave who has the same category. If there are more non-continuing contracts with the same categories than there are people on leave, employees are converted to either a provisional 1, provisional 2, or continuing contract (depending upon experience).
- d. Conversions are based upon the following criteria:
 - 1) principal/program manager recommendation
 - 2) date of employment
 - 3) diversity
 - 4) SPS need
 - 5) certification flexibility

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- 6) unique skills and expertise
 - e. In March, during the staffing process, principals/program managers shall staff their recommended non-continuing contracts into their vacancies. These staff will then receive provisional or continuing contracts based upon years of experience in Washington State retroactive to their start date in the current school year.
 - f. The remaining non-continuing contracts that are recommended but not converted are analyzed against the SPS's needs and converted to the displaced/unassigned pool, if appropriate.
3. At the time of employment, each new employee shall receive the following materials as part of the sign-up process conducted by Human Resources. The SEA shall be provided the opportunity to participate in the sign-up process.
- a. The Employee Contract in duplicate. The Employee Contract will be mailed to the new employee approximately one week after they complete the sign-up process. One (1) copy is retained by the employee and one (1) signed copy returned to the Human Resources;
 - b. A copy of the Certificated Non-Supervisory Employees Salary Schedule with the salary placement marked;
 - c. A copy of the current Collective Bargaining Contract Agreement Between SPS and SEA;
 - d. A copy of the SPS's GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instructions regarding enrollment procedures, information for contacting the SPS insurance consultant, and an explanation of the SPS's contributions to the premiums. Enrollment or waiver cards must be returned to the Human Resources no later than thirty-one (31) calendar days from the employee's first day of duty.
 - e. A notice regarding the SEA Security Clause.
4. A training module regarding expectations concerning touching, sexual and racial harassment, and cultural literacy expectations will be part of the employee orientation.
5. The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) days after the beginning of service.
6. The SPS will maintain a Section 125 Plan as authorized by law.

~~SECTION C: BASIS FOR TRI AND BASIC SALARY~~

- ~~1. The compensation for SPS employees shall be for the services rendered pursuant to the employee's contract.~~
- ~~2. Salary~~
 - ~~a. It is the intent of the parties to comply with the limitations imposed by State laws, State appropriations acts and the appropriate Legislative Evaluation and Accountability Program (LEAP) documents. No provisions of this Agreement shall be interpreted or applied so as to place the SPS in breach of the salary limitations imposed by State law or subject the SPS to a State funding penalty.~~
 - ~~b. The salary schedule is appended.~~

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- ~~1) The negotiated Certificated Non-supervisory Employee Salary Schedule will be increased by the percentage, if any, the Legislature provides for increases through the annual State Allocation Model. The same percentage increase, if any, will be applied to the Special and Supplemental Assignment Schedule (Appendix E) and Certificated Non-Supervisory Staff Extra Time Hourly Rates (Appendix D).~~
 - ~~2) Prior to effectuating the annual salary adjustment noted above, the SPS will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the SPS's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.~~
- ~~c. Increments and lane changes will be granted each year.~~
- ~~d. Roll-up or Carry Forward~~
- ~~1) In April of each year, the SPS in consultation with SEA will determine whether there remains additional pass-through capacity or negative capacity for annual salaries within the State's State-funded salary lid law.~~
 - ~~2) If the SPS, in consultation with the SEA, determines that one-tenth of one percent (0.1%) or more salary capacity is available, either salary adjustments will be implemented to reach full salary capacity for the current year or the amount available will be carried forward to adjust compensation in the subsequent year.~~
 - ~~3) If the SPS, in consultation with SEA, determines that less than one-tenth of one percent (0.1%) is available, no adjustment will be made.~~
 - ~~4) Prior to effectuating roll-up or carry forward adjustments, the SPS will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the SPS's roll-up or carry forward commitment will be deemed null and void except as agreed in subsequent negotiations.~~
- ~~e. Salary increases for substitute educators will be at the same percentage as regular certificated staff.~~

SECTION D: ~~TIME, RESPONSIBILITY AND INCENTIVE~~ SUPPLEMENTAL CONTRACT

The SPS and SEA believe: recognize that the State has not yet clearly defined the activities that make up the State's program of basic education. Once the State has finalized its definition, SPS and SEA will identify the instructional activities and responsibilities that are key components to student success. To ensure that SPS provides competitive wages and to allow the inclusion of additional responsibility or incentive compensation, the 2018-19 salary schedule includes a responsibility/incentive supplement contract for the following purposes:

1. The success of the SPS is dependent upon hiring and retaining the highest quality employees.
2. The employees of the SPS should be treated as professionals and trusted to use their professional judgment to accomplish the responsibilities expected by their profession, the SPS and the SEA.
3. Successfully providing all students with a quality education requires staff to recognize that students have prior experiences that frame their worldview and to create and provide a culturally responsive learning environment that acknowledges that all students:

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- a. Are life-long learners
 - b. Can academically achieve at high levels when they are appropriately taught and encouraged; when resources are available that support high expectations for learning; and, when there is strong family and community support
 - c. Are entitled to learn in multicultural context
4. Providing a quality education for all students requires from employees a commitment to the profession beyond the basic contract, normal workday hours and school year:
- a. The additional commitment required of employees cannot be accurately measured in hours or days; nonetheless, the parties are clear that employees are not being asked to work "24-7";
 - b. In meeting their individual responsibilities, the time necessary to fulfill those responsibilities may vary between one employee and another employee;
 - c. ~~State law allows additional compensation for additional time, additional responsibilities or incentives (TRI). Therefore, as incentive for the additional services required of all employees outside of the basic contract, each employee will be issued a supplemental contract in recognition of these additional responsibilities, services and time. Compensation for these duties shall be in accordance with the TRI Salary Schedule Appendix B and payment will be made in equal monthly installments as part of the regular paycheck. A part-time or late-hire employee will receive a pro rata share of this TRI supplemental contract, except as modified by mandatory days, based on the employee's full-time equivalency (FTE).~~
5. Payment will be made in equal monthly installments as part of the regular paycheck. A part-time or late-hire employee will receive a pro rata share of this TRI supplemental contract, except as modified by mandatory days, based on the employee's full-time equivalency (FTE).
6. The self-directed portion of the supplemental responsibility contract (TRI) recognizes that employees will provide a professionally responsible and reasonable level of service in the following areas that are above the basic contract:
- a. Preparation for school opening, including preparation for the classroom or workspace before, after and during the school year for quality instruction and support of instruction;
 - b. Work connected with the conclusion of the school year or grading period with grades and related paperwork will be submitted within five (5) workdays from the last student day of the grading period;
 - c. Conferencing/communicating with students or parents/guardians at reasonable times;
 - d. Supporting school/student activities such as dances, concerts, sporting events and performances as chosen by the employee;
 - e. Providing individual help to students when able;
 - f. Analyzing data and evaluating student work;
 - g. Participating in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences or seminars or participating in action research projects as chosen by the employee;
 - h. Researching and acquiring educational materials and supplies;

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- i. Preparing, revising, and replacing materials;
- j. Planning with other employees in areas of instruction, curriculum and assessment;
- k. Working with computers and other technology as related to educational uses;
- l. Attending SPS and/or school-connected meetings and governance such as PTSA, etc., as chosen by the employee;
- m. Participating in the development of a school plan or other building activities or committees;
- n. Participating in a reasonable number of IEP and Section 504 meetings and communicating with parents/guardian and students.

6. **SECTION E: MANDATORY EXTRA CONTRACTUAL DAYS**

- 1. The mandatory contractual day portion of the supplemental responsibility contract (TR~~I~~) covers participation in scheduled meetings and professional development as follows:
 - a. Under the supplemental ~~responsibility~~ contract the employee will be required to participate in the following scheduled activities:
 - 1) One (1) SPS scheduled TR~~I~~ contractual days. The SPS may choose to provide flexibility on the use of all or part of this day.
 - 2) One (1) building directed TR~~I~~ contractual day as outlined in Article II, Section B, 2 and two (2) building directed TR~~I~~ contractual days or the equivalent in hours (for these purposes a day is 8 hours) as outlined in Article II, Section B. 1. a.
 - 3) One (1) TR~~I~~ contractual day is calendared before the first student day for building business and classroom/worksite preparation
 - b. Part-time staff will receive a full day's pay for any full days worked. Part-time staff will submit time sheets for the portion of scheduled TR~~I~~ contractual hours that exceeds their FTE, when they work the time. For example, a .5 FTE staff member will receive a .5 of the total TR~~I~~ supplemental salary; in addition, the staff member will receive 4 hours per diem pay for the additional time ~~he/she~~ they will work under the TR~~I~~ contractual provision. (TR~~I~~ Contractual days are 8-hour days.)
 - c. All employees with regular contracts (provisional, continuing or leave-replacement contracts) are eligible for full TR~~I~~ supplemental contracts prorated for their FTE. Building Designated Substitutes and each Long-Term Substitute who has agreed to teach a special education class for which they do not have an endorsement are entitled to a full TR~~I~~ supplemental contract prorated for their FTE and the portion of the year they are under contract or are a Long-Term Substitute.
 - d. Each employee is responsible for maintaining a personal record of work in case the State auditor requests verification of having met the responsibility contract. This record is not submitted to the SPS.
 - e. ~~The Time Responsibility and Incentive Salary Schedule and Index is found in Appendix A and B. The TR~~I~~ increase for the 2015-2016 school year will be an across the board amount of 3.0%. This is calculated by adding 3.0% of the 2015-2016 regular salary schedule base salary (BA only/Step 1) to the 2014-2015 TR~~I~~ base. This new amount will then be applied to the TR~~I~~~~

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~~index found in Appendix B to generate the 2015-2016 TRI Salary Schedule. Beginning 2016-2017, the annual TRI increase will be an additional across the board amount of 2.0%. This is calculated by adding 2.0% of the 2016-2017 regular salary schedule base salary (BA only/Step 1) to the 2015-2016 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2016-2017 TRI Salary Schedule. Beginning in 2017-2018, the annual TRI increase will be an additional across the board amount of 4.5%. This is calculated by adding 4.5% of the 2017-2018 regular salary schedule base salary (BA only/Step 1) to the 2016-2017 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2017-2018 TRI Salary Schedule.~~

~~In addition to any percentage increases provided by the Legislature, the hourly and daily certificated substitute rates will be increased by 3.0% in 2015-2016, 2.0% in 2016-2017, and 4.5% in 2017-2018.~~

- ~~7.~~ 2. Employees new to the SPS will receive additional three (3) mandatory days (24 hours) compensation-scheduled by SPS for employee orientation. Retire/rehires or staff returning to SPS after an absence of less than five (5) years are not provided this time.
- ~~8.~~ 3. All new to profession (P1) classroom certificated teachers will receive an additional eight (8) hours of compensation for the purposes of completing orientation, onboarding and foundational coursework (for a total of 32 hours).
- ~~9.~~ 4. Provisional classroom teachers in either their second or third year of teaching (P2 or P3), are eligible for an additional thirty-two (32) hours of continuing foundational coursework to be completed by the end of the P3 year.
- ~~10.~~ 5. Hold Harmless for Both Parties: In the event the SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the TRI-Supplemental Responsibility contracts shall be null and void for the following school year and thereafter (until and unless the maintenance and operation levy passes) provided (a) the SPS and SEA meet and negotiate regarding continuance of any of these responsibilities, additional time and compensation and (b) if agreement is not reached by the parties in a timely manner, the SPS shall have no obligation to continue the responsibility stipend but will have a responsibility to work with SEA regarding which additional responsibilities will no longer be required or will be modified to a reasonable level because of the loss of the responsibility stipend.

SECTION F: TECHNOLOGY LEARNING TIME

For the 2018-2019 school year, up to 32 hours of per diem pay is available to provide for self-directed technology professional learning. This extra pay supports educators who are engaged in the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another professional learning in support of district or guiding initiatives. This pay is pro-rated by FTE. See Appendix S for the Attestation Form.

SECTION E G: SUPPLEMENTAL CONTRACTS FOR STIPENDED ASSIGNMENTS

1. As professional staff members, all certificated non-supervisory employees who work in schools perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school as well as their assignment duties. Compensation for those duties is paid according to Certificated Non-Supervisory Employees Salary Schedule and through TRI supplemental compensation. Some special and supplemental assignments make heavy time demands beyond the school day or call for unusual diligence, effort, responsibility, or skill. The special or supplemental assignments are made on a yearly basis in accordance with RCW

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- 28A.405.240 through Supplemental Contracts and are paid according to the Compensation Schedule for Supplemental Assignments.
2. Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involve one or more of the following criteria:
 - a. Special skills, responsibility, effort, or diligence;
 - b. Extra days of duty served beyond the contract year;
 - c. Extra duties regularly extending substantially beyond the work day as defined in Article IX, A of this Agreement; and,
 - d. Responsibility for leadership of other adult professional employees.
 3. The special and supplemental assignments vary in terms of required time, effort, and skill for their execution. Relevant factors to determine the amount of the compensation on the Schedule are as follows:
 - a. Professional training and experience required;
 - b. Responsibilities as described in the job description;
 - c. Number of students supervised;
 - d. Extra time and days required over and above the work day and work year of employees and;
 - e. Number of other adults working with the employee in ~~his/her~~ their leadership role.
 4. Activity coordinators, deans, house administrators and head counselors shall not have any additional supplemental assignments. The building principal/program manager should seek to balance other extracurricular and special assignments at the building level. ~~With the exception of the Level 4 School Teacher Stipend, a~~ No employee may have more than two (2) compensated supplemental assignments except as provided in b) below. Assignments shall not have overlapping times, except department heads may have an overlapping compensated supplemental assignment for one (1) sports season during the school year.
 - a. Any employee who has more than two (2) compensated supplemental assignments shall submit to the building principal/program manager a list of those compensated supplemental assignments which ~~he/she~~ the employee currently holds, in preference order.
 - b. The building principal/program manager shall attempt to reallocate compensated supplemental assignments other than the top two (2) selected by the employee. If no qualified employee in the building who is eligible to hold a supplemental assignment is willing to accept the assignment, the assignment shall be returned to the employee currently holding that assignment.
 5. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.405.240. An employee appointed to an assignment shall normally be reappointed to the assignment for the forthcoming school year, provided that:
 - a. Employees holding supplemental assignments shall have their appointment to a supplemental assignment reviewed each year by the building principal/program manager. This review will be based on the written job description or posting.

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- b. Every five (5) years from the date of initial appointment each supplemental assignment will be reviewed by the principal/program manager. The appointment will be reviewed using the following considerations. An employee may exercise an exception to this review by declaring ~~his/her~~ their intent to retire. An employee may use the retirement exception once for any given supplemental assignment.
 - 1) General female/male and racial minority/majority balance of supplemental assignments throughout the building;
 - 2) Established education requirements needed for the assignment, as stated on the job description;
 - 3) Established experience requirements needed for the assignment, as stated on the job description;
 - 4) Progress of the department/assigned area in meeting building/program goals established by the building CSIP where appropriate; or,
 - 5) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.
 - c. Any employee not reappointed shall be given notification of ~~his/her~~ their removal by the first Monday in June of the current school year. An exception to the June date is allowed when the activity is not offered due to insufficient participation, reorganization, financial reasons, or when the employee is not reassigned to the building. In the case of an exception to the June date being used, the principal/supervisor will notify the employee at the earliest possible time thereafter.
6. Employees who are not reappointed to a supplemental assignment shall have a conference with the building principal/program manager and shall receive a written explanation including the reasons from the building principal/program manager by the close of the current school year.
- a. The written explanations shall include a just and sufficient cause only when the ~~non-reappointment~~ employee not reappointed is a result of the yearly review and not the result of the provisions set forth in Article IV.E.5.b above.
 - b. Employees not reappointed shall have the right to utilization of the grievance process.
 - c. Appointments for positions are finalized through issuance of the Supplemental Contract. The SPS shall issue Supplemental Contracts for the next year as early as possible. Assignments are confirmed through prompt return of the signed Supplemental Employee Contract.
 - d. When an employee in a stipend position is absent for more than twenty (20) consecutive days without pay, ~~he/she~~ the employee shall not receive the stipend pay for the period of time during which substitute service is rendered. An employee from within the school or from another school who substitutes for another employee in a stipend position shall receive the stipend pay after twenty (20) consecutive days of service retroactive to the first day of service.
7. Appointments to the positions of department head, team leader, head counselor, dean, house administrator and subject matter specialist shall be made by the process described below from a list of candidates who have applied through the Site-Based Hiring Process.
- a. Human Resources shall advertise all openings in the weekly job postings and on the SPS's web site.

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- b. Applications will be filed with the school/program that has the opening and the Site-Based Hiring Process will be followed.
- c. Applicants will be interviewed using the Site-Based Process. Recommendations will be forwarded to Human Resources, who will make the final offer.
- d. In the event there is no vacancy in a building in the subject area/grade level or department in which a stipend is available, the stipend will be publicized within the building. Current employees interested in the position will notify the school and the Site-Based Hiring Process will be utilized.
- e. If a stipend position is filled by someone who is already in the building or program, the position created by this movement may be filled using the candidate pool who applied for the stipend position.

8. ~~Career Ladder Positions~~

- a. ~~Teachers who apply for the following positions must have a summative evaluation rating of Distinguished and a most recent state student growth impact rating that is "average" or higher; or have a summative evaluation rating of Proficient and state student growth impact rating of "high."~~
 - 1) ~~Demonstration Teacher~~
 - 2) ~~Mentor Teacher~~
 - 3) ~~Master Teacher~~
 - 4) ~~Content Demonstration Teacher~~
 - 5) ~~STAR Mentor Teacher~~
 - 6) ~~Evaluation Support Consulting Teacher~~
 - 7) ~~Academic Coach~~
 - 8) ~~Consulting Teacher~~
 - 9) ~~Curriculum Specialist~~
 - 10) ~~Special Education Program Specialist~~
- b. ~~Building-based Career Ladder positions include Demonstration Teachers, Mentor Teachers and Master Teachers, and Content Demonstration Teachers. Starting 2016-17, Demonstration and Mentor Teachers will be renamed Building Level Career Ladder Teachers and the job descriptions will be blended. Current Demonstration, Mentor and Master Teachers will continue in their two year appointments under the new job description. All schools and programs will be eligible for career ladder positions.~~
 - 1) ~~To be considered for Career Ladder positions, an employee, in addition to meeting position-specific criteria, must:~~
 - i. ~~Have a summative evaluation rating of Distinguished and a state student growth impact rating that is "average" or higher; or have a summative evaluation rating of Proficient and state student growth impact rating of "high".~~
 - ii. ~~Agree to have his/her student growth and academic goals reviewed more closely.~~
 - iii. ~~Show that he/she achieved high student growth over two years.~~
 - iv. ~~Show that he/she achieved goals developed under TPEP guidelines.~~
 - v. ~~Have prior experience as a Demonstration or Mentor Teacher to apply for a Master Teacher position.~~
 - vi. ~~In the case of positions at a high needs school, have taught at least two years in a school defined as high needs when the employee taught there.~~

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- ~~2) Eligible candidates will apply for positions within their building using the Site-Based Process. The principal will make the final offer. Content Demonstration Teachers will be hired at the District level.~~
- ~~3) In the event that a school has no qualified candidates, and there is an open certificated position, the school may advertise the Career Ladder position to all eligible candidates within SPS.~~
- ~~4) Positions will be two-year appointments and an employee may re-apply.~~
- ~~5) Each school will be allotted ten (10) substitute days for the year. For schools who have a Career Ladder Master Teacher, an additional four (4) substitute days will be allotted and used to support the Career Ladder Program goals of an individual school.~~
- ~~6) Content Demonstration Teachers will have eight (8) substitute days allotted each year.~~

~~e. District-based Career Ladder Positions~~

~~Curriculum Specialists, Special Education Program, Specialists, Academic Coaches, and Consulting Teachers will be four (4) year positions and an employee may reapply. In order to reapply, an employee must be overall Proficient and be Distinguished in at least one domain on his or her most recent summative evaluation. Evaluation Support and Consulting Teachers (ESCTs) do not need to reapply for their positions. An employee selected by SEA will be part of the hiring teams for all District-based Career Ladder positions.~~

8. Career Ladder Program

~~a. Beginning in 2018-2019, the Career Ladder Program will become part of the Professional Growth & Educator Support system. The program is intended to recognize the importance of teacher leadership in building instructional capacity at the school and district level and promoting teacher professional growth along a continuum of practice.~~

~~b. Eligibility and Hiring - School Based Career Ladder Positions~~

- ~~1) Career Ladder positions are stipend roles that entail additional duties beyond a certificated contract.~~
- ~~2) Teachers who apply for the following Career Ladder positions must have an evaluation rating of proficient or higher in all eight TPEP criteria and a state student growth impact rating that is "average" or higher on their most recent comprehensive evaluation.~~

~~Teachers who are currently on a focused evaluation must still meet the above criteria. They must also have a rating of proficient or higher in their identified focused criteria and a state student growth impact rating that is "average" or higher on their most recent focused evaluation.~~

- ~~3) Career Ladder Positions:~~
 - ~~a) Career Ladder Teacher (Elementary and Secondary)~~
 - ~~b) Career Ladder Therapist, Psychologist, or Nurse (ESAs)~~
 - ~~c) Content Demonstration Teacher (hired at district-level)~~

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- d) Master Teacher – no new Master CLT position will be hired after the 2018-2019 school year. All current Master Teachers may complete their two-year term.
 - 4) Certificated teachers who are not classroom teachers must have a Distinguished overall rating on their most recent comprehensive evaluation.
 - 5) A single Career Ladder stipend may not be shared amongst more than two (2) individual positions.
 - 6) In order to support career ladder work, each school will be allotted ten (10) substitute days for the year. Content Demonstration Teachers will have eight (8) substitute days allotted each year. An additional four (4) substitute days are allotted for schools that continue to have a Master Career Ladder Teacher during school year 2018-2019 and 2019-2020.
 - 7) Eligible candidates will apply within their building for one of the positions listed above using the Site-Based Hiring Process. Additionally, the hiring team will screen applications and resumes.
 - 8) Positions will be two (2) years and an employee who previously held the position may reapply.
- c. Elementary Career Ladder Teachers – Building-based Career Ladder Teachers at the elementary level may:
- 1) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - 2) Provide onsite induction support for teachers new to the school and/or teachers moving to new grade levels or content (as needed).
 - 3) Serve as a resource in support of professional learning communities or other collaborative teams.
 - 4) Model instruction or serve as a “lab site” classroom for teachers within the school or across the district (site visits).
 - 5) Provide support for eVal and TPEP/Danielson.
 - 6) Serve as a school leads for new curriculum roll-outs.
- d. Secondary Career Ladder Teachers – Building-based Career Ladders Teachers at the secondary level may:
- 1) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - 2) Serve as a resource in support of professional learning communities or other collaborative teams.
 - 3) Model instruction or serve as a “lab site” classroom for teachers within the school, or across the district (site visits).

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- 4) Provide support for eVAL and TPEP/Danielson.
 - 5) The Professional Growth & Educator Support Committee will review the CLT program at the secondary level, including secondary teachers, to gather feedback and make adjustments and recommendations.
- e. Central Office Career Ladder Positions:
- 1) Candidates must meet Career Ladder eligibility in order to be considered. The following are considered Central Office Career Ladder positions:
 - a) Academic Coach
 - b) PAR Consulting Teacher (formerly STAR/ESCT)
 - c) Consulting Teacher
 - d) Curriculum Specialist
 - e) Special Education Program Specialist
 - 2) Positions will be four (4) year positions and an employee may reapply. In order to reapply an employee must be overall Proficient and be Distinguished in at least one domain on his or her most recent summative evaluation.
 - 3) The hiring team must include at least two staff from buildings who are performing similar professional tasks and are knowledgeable about the requirements of the position.
9. The Compensation Schedule for Special and Supplemental Assignment shall be shown in Appendix E of this Agreement.
- a. Supplemental assignments will be reported by building principals/program managers to Human Resources as early as possible. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll. Assignments that are dependent on the 10/01 student enrollment count, e.g., department head, team leader, will be paid retroactively on the November payroll.
 - b. Once a department head or team leader stipend is established on the basis of the 10/01 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.
 - c. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in Human Resources and at each work site.
 - d. Substitutes shall be provided as needed for coaches who receive approval of the appropriate building and SPS administrators to attend tournaments and championship interscholastic sports events.
 - e. Each senior high school will receive three (3) periods of released time or its equivalent. These released periods shall be assigned by the building principal/program manager for utilization by department heads and/or other staff in order to assist the instructional program of the school in accordance with the building decision-making process.

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- f. Per Diem Days: Each secondary and middle school shall be allotted twenty-five (25) extra days of duty per year for the use of its curriculum area departments. Individuals who serve these days shall be paid at their per diem rate. An individual employee, a department head, or a group of department heads, Building Leadership Team or the faculty representative organization may submit a proposal for utilizing the time available to their school, subject to approval by the building principal/program manager.
- g. Per Diem Days: Per Diem for any supplemental assignment of an employee who is assigned additional days beyond those specified in ~~his/her~~ their contract shall be ~~his/her~~ the employees contract salary, excluding stipends, divided by the number of days specified in ~~his/her~~ their contract.
- h. Substitute Days: Secondary and Middle Schools shall have available, upon written request to the building principal/program manager, substitute days for the purpose of releasing department heads, team leaders, and other employees for observing and assisting in improvement of instruction in accordance with Article XI and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.
- i. Compensation for supplemental assignment will be determined through the procedures of Human Resources in accordance with appropriate pay schedules. Supplemental assignments will be reported to Human Resources as early as possible by the responsible administrator and will be processed for payment in the next appropriate payroll.
- j. The SPS contribution for elementary stipends listed in Appendix ~~FE~~ shall not be reduced should other SPS programs or outside agencies provide other stipends or paid positions to a building or program.
- k. There will be \$2,000 allotted for stipends for each elementary school beyond the stipends listed in Appendix E.

SECTION ~~F~~ H: SALARY SCHEDULE PLACEMENT

- 1. The employee's position on lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees. All employees hired as of October 1, 1990 and employees re-hired by the SPS as of October 1, 1990 (who have been gone for five (5) years or more) will be placed on the salary schedule in accordance with their Bachelor's Degree and actual educational credits earned after the granting of that degree. Effective 10/01/90 additional credit hours earned after the granting of the Bachelor's Degree and credit for experience shall be applicable for advanced placement on the salary schedule provided that the credits and experience were recognized by the Office of the Superintendent of Public Instruction (OSPI) in accordance with applicable provisions of WAC 392-121. If an employee holds two (2) or more Bachelor's degrees, eligible credits for advanced placement on the salary schedule shall be those credits earned after the granting of the employee's first Bachelor's Degree in any field.
- 2. An employee shall present all official transcripts in envelopes sealed by the college/university as soon as possible after a contract is offered. Transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to Human Resources as college credits are earned is required for accurate salary placement.
 - a. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after ~~his/her~~ their transcripts have been received and evaluated by Human Resources.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- b. Acceptable Credits: All acceptable credits will be subject to the restrictions provided in Article IV, F, 1, above:
- 1) College Credit: All education-related credits earned through colleges/universities accredited by the National Council for the Accreditation of Teacher Education and/or by the American Association of Collegiate Registration and Admission Offices (AACRAO) shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule. Other college/university credit shall count toward advancement on the Certificated Non-Supervisory Employees Salary Schedule, provided the institution is reported in the publication "ACCREDITED INSTITUTIONS OF POST-SECONDARY EDUCATION" published by the American Council on Education as having a rating of good or better.
 - 2) Foreign Colleges and Universities: Credits earned from foreign universities and colleges accepted by an accredited American college/university shall be counted toward advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 3) In-service and Workshop Credit: Professional in-service credit earned and reported prior to 10/01/79 which was earned while attending Seattle Public School Staff Development Training Programs, shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 4) Professional In-Service Credit: Professional in-service credit earned and reported prior to 10/01/79 may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the Professional Development Office. The number of credits may vary depending upon the activity.
 - 5) Community College Credit Including Physical Education and Activity Courses: Undergraduate work done while attending an accredited community college shall be accepted for salary purposes if the community college work is accepted by the college/university where the B.A. degree is earned.
 - 6) Community college credits earned in accredited community colleges after a B.A. degree has been granted will be accepted at full credit value for salary purposes, following the established rules for the acceptance of college credits. The credits earned must be listed in the University of Washington College Transfer Guide, or must otherwise be applicable to a Bachelor's or more advanced degree program.
 - 7) Vocational teachers will be awarded salary credit for earned academic credits from vocational institutions accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges.
 - 8) For classes offered in community colleges in programs other than those listed in the College Transfer Program, credit will be granted where there is a direct relationship of the courses to the applicant's primary instructional or administrative responsibility, or if they improve or update an individual's skills, knowledge or understanding so as to enable the employee to perform instructional or administrative duties more effectively.
 - 9) Non-acceptable credits include duplicate courses.
 - 10) Each ten (10) clock hours earned after 08/31/87 through in-service or continuing education which meet State Board of Education approval standards and are approved by the SPS Human Resources Department will count as one (1) in-service credit as defined by WAC 180-85-030 and WAC 392-121-257. Clock hour credits may not be

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

used to earn a B.A. or higher academic degree. Official documentation of clock hours earned must be provided by the approved agency which offered training.

- 11) Employees hired (or rehired) after December 31, 1991 will not be placed in the salary lane which recognizes a B.A. level degree and 135 quarter hour credits unless the employees are eligible for grandfathering in this column in accordance with the guidelines of the State Department of Public Instruction. Eligibility to move from lanes: 100, 200, 300 or 500 to lane 700 (BA and 135 credits) expires August 31, 2005.

3. Experience Credit

- a. Effective 10/01/90, for purposes of calculating experience credit, nine (9) to twelve (12) months of full-time (contract) teaching during one (1) year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. Effective 10/01/90, part-time employment which required certification and was completed under contract will be calculated by dividing the total number of full-time equivalent days served by one hundred eighty (180) and rounding to the nearest tenth (10th).
- b. Seattle teaching experience credit, as defined in Item 3, a above, shall be granted to employees hired into SPS for the following:
 - 1) Teaching in approved public, private or parochial preschools or elementary schools and if the employee was certificated. Only schools within the United States or its territories which appear to be patterned after the public school system will be considered except as provided in Item b,5 below.
 - 2) Teaching experience as defined in Item 3, a above which is gained in the Armed Forces Dependent Schools.
 - 3) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from the Seattle School SPS. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for active service in the armed forces of the United States. If law determines that more than two (2) years can be credited towards service, the higher amount of service will be given as appropriate.
 - 4) Classroom teaching experience as defined in Item 3, a above gained in the Peace Corps or VISTA shall be accepted.
 - 5) Experience credit for full-time teaching in private or public schools in and under the auspices of foreign countries outside of the United States and its territories will be granted for experience on the basis of two (2) full years of teaching for one (1) year of Seattle salary experience credit, provided that the person was certified or eligible for certification under the laws of that particular country at the time of the experience. Verification of the experience and/or certification is not always possible. The SPS reserves the right to accept or reject on a case-by-case basis, any experience and/or education claimed. Reasonable evidence or verification is required.
 - 6) Effective 10/01/90, prior experience for those employed in the fields covered by the Educational Staff Associate (ESA) Certificates may be counted for salary purposes only for those who will serve in these fields for the SPS. Prior public school experience for the fields covered by the ESA Certificates will carry full SPS credit. Other prior service in these areas may carry salary credit if the assignment involved school age children and

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the person was properly trained in ~~his/her~~ their field at the time the service was given. The prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Effective 09/01/92, ESA certificated employees will be given salary credit for prior experience as certificated teachers according to the same guidelines used for SPS employees with teaching certificates. This credit will include applicable substitute experience.

- 7) Employment in public or private vocational-technical schools, community/junior colleges, and universities in positions which, in the judgment of the SPS, are comparable to those which require certification in K-12 schools will be evaluated for experience credit.
 - 8) Experience credit for full-time vocational instructors will be granted up to a maximum of six (6) calendar years of state-accepted occupational experience acquired after the instructor meets the minimum vocational certification requirements.
- c. An employee who has been a member of the SPS, resigned, taught elsewhere, and has returned to the SPS shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of ~~his/her~~ their salary lane.
 - d. No experience credit may be granted in an amount to place the employee above the maximum salary for ~~his/her~~ their salary lane.
 - e. Any employee who has taught in the SPS on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided ~~he/she~~ the employee has not reached the maximum of ~~his/her~~ their classification.
 - f. If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, ~~he/she~~ they may add days taught as a substitute in the SPS that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 81.
 - g. Seattle teaching experience credit is granted to employees elected to the SPS for substitute teaching in the SPS by adding all days of substitute teaching in the SPS together and dividing by 180. A total of 180 days taught (full time) equals one year, with fractions of .5 or more counted as a full year. For Certificated Non-Supervisory employees hired after October 1, 1990, consistent with SPI practices, the SPS will accept documented substitute time from Washington State public and private preschools, elementary schools and secondary schools in positions which require certification. Certificated substitute experience in public schools outside of Washington State may be acceptable if properly documented, subject to approval by Human Resources.

SECTION ~~G~~ I: MISCELLANEOUS SALARY PROVISIONS

1. Summer Semester Programs:
 - a. Positions in the summer semester programs shall be established through the classification procedures of Human Resources. Once an employee has accepted a summer school assignment and begun teaching ~~he/she~~ they may be dismissed only for just cause or elimination of the assignment.
 - b. Employees in the summer semester programs will be paid an hourly rate for the position they hold in the summer semester program, as follows:

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- 1) Regular teaching employees will be compensated at their actual hourly rate in effect at the end of the regular school year immediately past, or the average hourly rate for a teaching position, depending on which rate is highest.
 - 2) New employees, including any summer semester employees who worked as substitute employees during the school year immediately past, and regular non-teaching employees will be compensated at the average hourly rate for a teaching position in effect at the end of the regular school year immediately past.
 - c. First priority for hiring to the regular academic summer semester shall be given to qualified applicants who did not work in the regular academic summer school during the preceding summer.
2. Compensation for Special Summer Project Assignments and Workshops: Salaries for employees who are participants in special summer projects or workshop assignments shall be as follows:
 - a. All salaries are to be determined through the regular classification procedures by Human Resources according to job requirements in the following areas: required training, required experience, job responsibility, and work environment conditions. No other commitments will be honored by Payroll Services.
 - b. Employees whose summer project or workshop assignments involve the same or similar kinds of duties and responsibilities as their regular school year assignments shall be paid a per diem rate based on their individual contract salary, divided by the number of days specified in their individual contracts.
3. Compensation for Professional Development Instruction: Professional development compensation shall be dependent upon the program offered by the SPS. Instructors who are SPS employees shall be compensated at the rate shown on the Compensation Schedule for Special and Supplemental Assignments.
 4. Compensation will be given for National Board for Professional Standards (NBPS) certification at the amount set by the legislature. ESA employees, who are not eligible for NBPS certification, will receive \$1,500 each year for valid national certification in their respective fields.
 - a. If the legislature ever decides to pay ESA employees for national certification, this section is open for discussion between the SEA and SPS.
 - b. ESAs must earn national certification before the last day of school. Employees with continuing national certification will receive a lump sum payment on the September 1st paycheck. A copy of the certificate must be provided to Human Resources as soon as possible, but no later than July 31st in order to receive payment on September 1st.
 - c. Employees are responsible for providing Human Resources with verification of renewal when their certificates expire. Employees whose certification has lapsed have an obligation to inform SPS as soon as possible of this fact. If they are paid erroneously because of a lapsed certificate they must repay the overpayment.
 - d. The compensation will be pro-rated based on the employee's staffed FTE as of July 31st of the year.
 - e. If an ESA employee leaves SPS employment during the year, ~~he/she~~ they will not receive this compensation.

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- f. Social workers will be eligible for this payment if an equivalent national certification is identified. Nurse practitioners who hold a national certificate other than the National School Nurse certificate will be eligible for this payment so long as the nurse practitioner national certificate is in a child-related field and relevant to their work in schools.

5. Payment Regulations:

- a. One-twelfth (1/12) of the annual salary of the employee shall be paid on the first duty day of October and of each succeeding month. If individual contracts corrected on the basis of credits submitted are issued subsequent to 10/01, the corrected salary shall be paid pro rata for the remaining payments for that school year. If the regularly scheduled payment day occurs when employees are not on duty, warrants will be distributed to the employees on the first SPS business day of the month.

Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the District will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty day of September 2015.

- b. Summer payments of the annual salary shall be mailed to the employee on the first SPS business day of the month.
- c. Special summer payments to pay employees for work in the summer programs shall be made once each in the months of July, August, and September.
- d. Pro rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in Payroll Services on or before the 15th of the month will be processed with the first subsequent monthly payroll and paid on the first-SPS business day of the month.
- e. Contract Adjustments: A set of all official transcripts shall be sent in a sealed envelope from the college or university to Human Resources as soon as possible after a contract is offered. Transcripts required for Human Resources to determine contract adjustments, if any, are in addition to transcripts sent to the Office of the Superintendent of Public Instruction (OSPI) for certification purposes. Upon completion of additional college or university work, the employee shall have the transcript sent to Human Resources to assure proper placement on the SPS Salary Schedule.
- f. Individual Contract Changes: The deadline for filing of credits in Human Resources for employees currently employed and for salary adjustments for the current school year is the last school day in October. The deadline for the earning of the credits is October 1. Credits earned during the first semester, or later, may not be counted for salary purposes until the following year. No in-service workshop or professional in-service credits earned or reported after October 1, 1979 shall be accepted or counted for salary advancement.

Further clarifications to these deadlines are as follows:

- 1) Employees whose transcripts for credits or degrees earned through October 1 which, for any reason, have not reached Human Resources by the October deadline (the last school day in October) may send in their transcripts after the deadline, but for current school year salary adjustment purposes no later than the last school day of the first semester. Late transcripts received after the October deadline will be evaluated for current salary increases, but any earned increase will be granted for the second semester only.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- 2) No transcripts of credit or degrees will be accepted after the last school day of the first semester for current school year salary adjustments. Transcripts of credits or degrees received after this time will not apply until the following school year.
 - 3) Salary adjustments for employees currently employed are made as soon as possible after credits justifying the change are received. Credits received by 08/01 make possible salary adjustments in October warrants. Credits received after 08/01 and on or before the last teaching day in October make possible salary adjustments by 12/01 but not later than 02/01 retroactive to the beginning of the school year.
 - 4) Employees who have earned additional college credits, whatever the date, and whether or not they would affect salary, are urged to submit these credits as early as possible so that their records may be up to date at all times.
 - 5) Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Human Resources. If sent or brought in by the employee, they must be enclosed in envelopes sealed by the college. Unsealed transcripts will not be accepted for salary purposes at any time. It is the employee's responsibility to order these; they are never requested from a college by the SPS. Official transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction in Olympia by the educator or the college. The SPS will not forward transcripts to the Superintendent of Public Instruction in Olympia for certification purposes.
 - 6) Vocational academic credits must be listed on either an official, sealed transcript or listed on an official certificate from a vocational institution accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges. The official certificate must recognize successful completion of the course(s) and must list the number of clock hours completed. This official certificate must be enclosed in an envelope sealed by the vocational institution.
- g. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the SPS. The employee shall be notified by the SPS of his/her ~~their~~ right to SEA representation at all meetings relating to overpayments of salary. In the event that the employee and the SPS do not agree on a repayment schedule, the SPS shall implement a repayment plan, subject to the provisions of Article X.
- ~~6. Compensation in the amount of \$2,000 will be given to any certificated employee working in a Level 1 school. The stipend will be given each year the school is designated as a Level 1 school and will continue for two years beyond the designation if the school is at Level 2 or higher. Any employee, who falls off the performance schedule, as outlined in the evaluation procedures, will have three (3) months to improve their performance or will have the remaining amount of the stipend suspended until improvement is shown. The stipend will be paid in two lump sums, half in the February 1 paycheck and half in the July 1 paycheck.~~
7. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain teachers in hard to staff positions. The LMC may utilize up to \$57,454 for the purpose of filling hard to staff positions. If any portion of the \$57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

~~SECTION J.H: TRAFFIC EDUCATION~~

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

1. ~~The compensation schedule for traffic education instructors shall be as indicated in the Compensation Schedule for Special and Supplemental Assignment in the Appendices of this Agreement.~~
2. ~~There shall be no differential in rate of pay among classroom, simulator, or in-car instructors. Differentials in salary and pay increment shall be based on the following:~~
 - a. ~~Increment credit shall be granted for classroom, simulator or in-car experience gained in another Washington school district.~~
 - b. ~~Increment considerations are based on the following:~~
 - 2) ~~Instruct four (4) sections of academic diversified study and instruction of at least thirty (30) hours per section.~~
 - 3) ~~Instruct twelve (12) sections of simulation laboratory consisting of ten (10) hours per section.~~
 - 4) ~~Instruct 180 hours on-street instruction [thirty (30) students, six (6) hours each or the equivalent thereof].~~
3. ~~As professional employees the driving instructors shall have a representative voice in curriculum matters and in policies relating to the operation of the program.~~
4. ~~Complete automobile insurance covering students, instructors, vehicles, observers, or other persons authorized by the instructor to be in the vehicle shall be provided by the SPS. This coverage shall include:~~
 - a. ~~Collision;~~
 - b. ~~Fire, theft and comprehensive;~~
 - c. ~~Medical payments; and,~~
 - d. ~~Uninsured motorist.~~
5. ~~Under no circumstances shall any authorized person in the vehicle be required to pay his/her own medical expenses.~~
6. ~~Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick/emergency leave days and shall be at full pay upon medical verification by Human Resources.~~
7. ~~Under no circumstances shall an instructor be held liable for damages arising in the course of his/her service unless the damages are a result of the instructor's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act.~~
8. ~~Instructors shall be paid for any Traffic Education Office scheduled hour during which they are present and prepared to work but are unable to do so due to student absence or vehicular failure. A maximum of one (1) hour will be paid for any scheduled lesson.~~
9. ~~Insofar as possible, all traffic education instructors henceforth shall be hired from the regular non-supervisory certificated employees of the SPS.~~

ARTICLE V: SUBSTITUTES

ARTICLE V: SUBSTITUTES

The SPS shall provide every substitute hired into the SPS at the beginning of the school year or thereafter a standard District Orientation Packet which will include a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute Certificated employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. SPS will share with SEA all materials to be included in the packet prior to inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion. As a reference for all SPS personnel, "~~The Best Practices Guideline for Substitute Certificated employees~~Teachers" is found in Appendix SQ.

1. Types of Substitutes:

- a. Senior Substitute: A person eligible to substitute for the SPS, who has served four (4) or more years as a SPS substitute educator or regular employee and who is willing to accept any assignment for which ~~he/she is~~ they are qualified, shall be called a senior substitute and shall have first priority in assignment. First priority shall mean that any position posted more than 48 hours in advance of the job start time will be open only to senior substitutes only for a period of 48 hours with the exception that positions jointly designated as hard to fill by SEA and SPS will be open to all substitutes upon posting. All jobs are open to all substitutes in the last 48 hours before a job begins. To maintain this designation a Senior Substitute must work 45 days in the prior year and accept assignments for which they are called. (Note: to be eligible to self-pay for medical insurances the senior substitute must work at least 90 days in the prior year). Teachers laid off and not re-employed by the start of the school year, upon application, will be considered a senior substitute.
- b. Regular Substitute: A person eligible to substitute for the SPS, who has served fewer than four (4) years as a SPS substitute or regular employee and who is willing to accept any assignment for which ~~he/she is~~ they are qualified, shall be called a regular substitute.
- c. Building Designated Substitute: A person who is specifically employed or assigned as a Building Designated Substitute for a given school year to serve every day as a substitute educator at a specified school or cluster of schools.
- d. Long-Term Substitute: A substitute who remains in a single assignment of ~~sixty (60)~~ forty-five (45) or more consecutive workdays.

2. Assignment of Substitutes:

- a. Substitutes shall receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
- b. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position on contract, with contract pay, healthcare and welfare benefits and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
- c. A continuous assignment can either be a single assignment or multiple assignments in the same school

ARTICLE V: SUBSTITUTES

- d. Substitutes selected for a "hard to fill" pool will be considered to be in a continuous assignment.
 - e. The SPS shall not use substitutes on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees. The District will utilize leave-replacement contracts for those long-term positions which are unfilled or where employees are out on leave for one school year or less than one year but greater than ninety (90) student days. If a substitute working more than ninety (90) days in a position is ineligible for a leave-replacement contract, the substitute will receive a stipend equivalent to the ~~TR~~contractual pay they would have received if they or the position had been eligible for a leave replacement contract.
 - f. Building principals/program managers shall not require a substitute to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute does supervise another class during ~~his/her~~ their scheduled PCP time, ~~he/she~~ they shall receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.
 - g. Should two (2) or more substitutes be called for the same assignment, the SPS shall pay each substitute called for the full rate of pay for the initial day of the assignment.
 - h. A one-half (.5) day substitute assignment shall consist of up to three and one-half (3.5) clock hours.
 - i. An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of Item e above.
 - j. In the event a substitute is assigned to two or more buildings in one day, the employee will be paid the contractual mileage.
 - k. When working an assignment in a school with a rotating schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.
 - l. Substitutes will be paid an extra half hour for those teachers who are working a supplemental .1 FTE contract, and an extra hour for those teachers who are working a supplemental .2 FTE contract.
3. Teacher Request for a Specific Substitute: A request for a specific substitute, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:
 - a. The name of the substitute requested appears on the Substitute Roster and the substitute is available for the assignment; and,
 - b. The Substitute Services dispatcher receives the request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. Substitute Services will make a reasonable effort to honor requests made after 7:00 p.m.
 4. Classifications of substitute assignments:

ARTICLE V: SUBSTITUTES

- a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute assignments shall be as indicated in the Salary Schedule for Substitutes in the Appendices of this Agreement. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. Sixteen (16) consecutive workdays or longer assignments. Any assignments that exceed fifteen (15) consecutive workdays shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.
 - c. Daily substitutes who have to set up classrooms will receive two (2) day's pay at the substitute per diem rate, up to sixteen (16) hours.
 - d. ~~After sixty (60) consecutive workdays in the same assignment certificated substitutes shall be eligible for medical and dental benefits. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.~~
 - e. Building Designated Substitutes will be issued a contract paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits and ~~TRI~~contractual days funded at the same rate as all other regular certificated non-supervisory contracted employees.
 - f. SPS may designate a pool of certificated and classified substitutes who agree to be assigned to "hard to fill" positions.
 - g. Substitutes who agree to work in positions that are designated "hard to fill" according to Article IV, Section G, 6, will be paid a substitute rate determined by the Labor Management Committee.
5. Breaks in consecutive day assignments
- a. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
 - b. One day missed within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
6. Leaves for Substitute:
- a. A substitute serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive work days in that assignment. This Sick Leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
 - b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.

ARTICLE V: SUBSTITUTES

7. Medical insurance eligibility: When the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least 90 days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.
8. Substitutes may participate in the hiring process described in Article VIII, Staffing. Substitutes will be given consideration over outside candidates for all certificated positions in their categories. Consideration means that all qualified substitute applicants will be forwarded to the hiring teams and the most qualified substitute applicant, as deemed by the hiring team, may be one of the two internal applicants. Additionally, at the request of the hiring team, a qualified substitute may be interviewed during Phase I.
9. Pay for Extra Work upon Opening of School: Certificated substitutes who work in excess of eight (8) hours the day prior to the opening of school or the first day of school shall be paid on an hourly basis for the extra work. The extra pay shall be equal to one-eighth of the daily rate for each hour worked in excess of eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.
10. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.
11. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C. 2.c. On early release days, daily substitutes may attend the professional development in the assigned school; attend another district provided professional development experience; or may work with administration doing tasks during their assigned hours.
12. At the request of the employee, substitutes working in a long-term assignment of sixty (60) continuous days or more will be evaluated by the building principal, program manager, or assigned administrator using the evaluation tool found in Appendix ~~RP~~. Those substitutes, working in a long-term assignment for more than ninety (90) days will be observed at least once using the Charlotte Danielson framework and evaluated using Appendix ~~RP~~. A copy of all documentation will be provided to the substitute employee first and then a copy of the evaluation will be sent to the employee's district personnel file.
13. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form.
14. A substitute may not be barred from a building/program without notification. In an effort to support informal resolution of concerns, a substitute has a right to a meeting within two (2) weeks of filing with a Labor Relations Manager or designee, and prior to the form being placed in the employee's file. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.
15. Orientation and Training:

ARTICLE V: SUBSTITUTES

SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:

- a. Summer paid professional development day for substitutes.
 - b. Half day paid orientation training for new substitutes. A one-hour training will be jointly developed and launched by October 1, 2018.
16. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 days for the previous year.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

SECTION A: SHORT TERM LEAVES

All leaves granted under these provisions will be in units of full days or half days. Provisions and procedures for requesting and reporting use of different types of leave are:

1. Sick Leave
 - a. At the beginning of each school year, each employee shall be credited with an advance sick leave allowance equal to ten (10) days. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.
 - b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
 - c. Employees may accrue sick leave in accordance with State law. Employees may cash out sick leave in accordance with State law.
 - d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize ~~his/her~~ their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because ~~he/she is~~ they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay or, 2) to use their personal leave.
 - e. Sick Leave may be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for ~~his/her~~ their return to work for as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of ~~his/her~~ their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, ~~his/her~~ their position will be held for ~~her/his~~ the employees return for the period of time covered by the FMLA or the end of the 25-day grace period, whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition.
 - f. For the purposes of the FMLA, the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require an employee to provide medical verification before the leave is approved.
 - g. The supervisor may request a conference with the employee if ~~he/she is~~ they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.
 - h. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year. For those employees assigned from programs (Nurses, OT/PTs, Audiologists/SLPs, and Psychologists), the right to the same site assignments will also be given unless there has been a change in FTE at one or more of the buildings the employee was assigned to. In this case, the employee and supervisor will discuss which buildings to return to and will utilize Human Resources and SEA if necessary.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- i. Upon return from extended sick leave or FLMA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.
2. Personal Leave: Employees will receive two (2) days per year of Personal Leave for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of sick leave may be used as personal leave days, providing a total of four (4) personal leave days and eight (8) days of sick leave. Unused personal leave will be converted and added to the employee's sick leave accrual at the end of the fiscal year. The leave shall be granted with full pay during the work year. These days can be used for religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. ~~Unused personal leave will be converted and added to the employee's sick leave accrual at the end of the fiscal year.~~
3. The procedures for obtaining sick or personal leave are as follows:
 - a. An employee who anticipates the need for taking short term leave shall notify her/his supervisor at least three (3) working days before taking the leave.
 - b. In cases of personal emergency or personal illness when it is not possible to give three (3) days' notice, the employee shall notify ~~her/his~~ their supervisor as soon as possible.
 - c. The employee must make proper arrangement for a substitute, if ~~he/she~~ they works in a position for which a pool of substitutes exists.
 - d. The employee must keep the supervisor informed about the expected duration of ~~her/his~~ their leave and/or ~~his/her~~ expected return date.
 - e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where no substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
 - f. Upon return from short term leave the employee is responsible for entering the absence into the District's time and attendance system to ensure accurate time accounting and payroll processing.
 - g. Employees who fail to notify their supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment unless a written medical reason from a health care provider is submitted to the District prior to the scheduled return date.
 - h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two days.
4. Sick Leave Buy Back.
 - a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1 at their per diem rate for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
 - c. The continuation of the Sick Leave Buy Back Program is contingent upon maintenance of the authorization in RCW 28A.400.210.
5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.
6. Worker's Compensation:

Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The injuries or occupational illness occurring as a result of the employee performing contracted professional services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State insurance procedures.
 - b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any contracted professional duties.
 - c. The employee shall return to contracted professional duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At the time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
 - d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.
7. Bereavement Leave:
- Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.
- a. Bereavement Leave shall be granted with full pay during the work year.

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- b. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
- c. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).

8. Attendance at the Legislature:

Upon specific request of a Washington State legislative committee and ~~his/her~~ the employees professional organization which is sent to Human Resources and approved by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event a hearing is postponed or extended, upon request an additional day or days may be approved. When the leave is approved, the employee will receive full pay and ~~or he/she or~~ the organization ~~he/she~~ they represents pays for the substitute's salary.

9. Jury Service:

Employees may serve as jurors in accordance with State and federal laws.

- a. Arrangements for the necessary temporary leave shall be made through the supervisor.
- b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all jury or subpoena fees received for the service is remitted to the SPS upon receipt.
- c. Any transportation, meal or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fee and the transportation, meals, and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.

10. Mandatory Court or Subpoenaed Appearances:

To the extent possible, all leaves under this Article VI, A,6 shall be scheduled outside of the school year. Upon request to the building principal/program manager or supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:

- a. When the employee's appearance is essential to or on behalf of SPS interests, leave shall be with full pay.
- b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
- c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of ~~his/her~~ their substitute.
- d. For appearances unrelated to the SPS and in which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the SPS.

11. Adoption Leave:

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Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.

12. Parental/Guardian Leave for the Care of a Child

Up to five (5) days total shall be granted with pay upon application to Human Resources to parents or guardians for the purpose of care for a newborn child or for the placement of a child with the employee for foster care or guardianship or other emergency situations where the employee has recently become legally responsible for the care of a newborn or minor child. These days must be applied for and approved through Human Resources. Once approved, these days can be used flexibly, upon approval and pre-arrangement with principal/supervisor.

13. In order to support employees with parental leave requirements related to the birth or placement of a child with the employee subsequent to the period of disability, employees are eligible to apply their accrued sick and personal leave to remain in paid status during and up to 16 weeks of leave time qualifying for federal family and medical leave and state parental leave. In cases where employees' accrued leave balances are depleted to 40 hours of sick and vacation leave, employees are eligible to apply for shared leave during the 16 weeks of leave time qualifying for federal family and medical leave pursuant to District Shared Leave Guidelines. Employees may also apply for Washington State parental leave insurance and wages pursuant to Substitute Senate Bill 5975 after January 2020, if qualified for eligibility as set forth in the law. Contact Human Resources for information on District State provided benefits and for the leave application for the parental leave benefits.

14. Attendance at Meetings and Conferences:

a. Categories of leaves which are permitted without salary deductions under this section are as follows:

- 1) Substitute educator and necessary expenses paid by the SPS. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.
- 2) Substitute educators paid by the SPS; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.
- 3) Substitute educators paid by the employee or ~~his/her~~ their sponsor; no expenses paid by the SPS. This category applies to employees or members of the organization sponsoring the conference or meeting and who have been authorized to represent their local organization. Reimbursement to the SPS for the cost of the substitute is required.

b. Categories of leaves which are permitted with salary deductions under this section are as follows:

- 1) Up to two (2) weeks leave (10 working days) for other causes (without pay) may be granted upon application to the building principal/program manager and approval by the appropriate executive level administrator/department director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.
- 2) Leaves beyond ten (10) working days will be submitted to the appropriate executive level administrator for regular SPS processing.

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15. Inclement Weather Leave:

- a. Any leave requested for days which are normally contracted but fall on days that school is not open due to inclement weather shall not be charged to the employee.
- b. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
- c. After a decision has been made to close a building for the remainder of the day, the principal/program manager or ~~his/her~~ their designee shall inform the employees.
- d. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
- e. Principals/program managers will initially request volunteers to meet the operational needs of the building before requesting employees to remain.
- f. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students.

SECTION B: LONG TERM UNCOMPENSATED LEAVES

1. Leave for Health Condition: Health leave without pay and paid sick leave (with the exception of child bearing leave) are used concurrently for the purpose of determining eligibility and the rights afforded under the Family Medical Leave Act.
 - a. An employee who is unable to perform ~~his/her~~ their duties because of medical disability shall be eligible for, upon ~~his/her~~ the employees request and physician's verification, a leave without pay for the duration of disability up to one (1) year.
 - b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that ~~he/she is they~~ are unable to perform the essential functions of ~~his/her~~ their job and has signed a medical release that allows SPS to communicate with ~~his/her~~ the employees medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for health leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.
 - c. In the event a second year of health leave is necessary, an employee may apply for an additional year upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and, the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS appointed medical officer.
 - d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two years will not be approved by Human Resources. In the event an employee has been on leave for more than two years ~~she/he~~ they may request a return to service at a time other than the start

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of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which ~~he/she is~~ they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.

- e. Seniority is retained but not accumulated, while on Unpaid Leave for Health Condition. No increment is allowed for the year(s) when an employee is on Leave for Health Condition.
 - f. An employee whose performance has been evaluated unsatisfactory, placed on a plan of improvement or placed on probation prior to Leave for Health Condition will be returned with the same status and same supervisor and same position, if possible, if the position exists upon completion of the leave.
 - g. Employees using unpaid leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.
 - h. An employee who has been released by ~~his/her~~ their medical provider to return from health leave on a part-time basis may apply for a partial leave of absence subject to the approval of her/his supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on full-time leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full-time leave.
2. Child Care Leave:
- a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year and shall be exclusive of rights under FMLA or the period of physical disability (childbearing leave). Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.
 - b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources:
 - 1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.
 - 2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.
 - c. ~~Male and female~~ Employees are eligible to receive Child Care Leave without pay.
 - d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.
 - e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
3. Other Long-term Leaves Without Pay:

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- a. Human Resources may grant other long-term leaves without pay to those employees who have a continuing contract and who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's contracted FTE. Exceptions to the one-year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities (other than teaching in another school district, state or foreign country), serving in a public office, study or travel, professional experience or other purposes approved by Human Resources.
 - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
 - c. The employee granted the leave must intend to return to the SPS.
 - d. In times of financial difficulty, Human Resources shall extend leaves to those employees requesting them on a case by case basis.
 - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within 20 work days of receipt of a completed application by Human Resources.
 - f. Deadline for Notification of Intent to Return: On or before the first business day in March of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm ~~his/her~~ their return will be considered a resignation from employment from the SPS.
 - g. Long term leave without pay will not be granted to any employee who is on a performance improvement plan, probation, or currently subject to disciplinary action.
4. Placement Upon Return from Leave:
- a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.
 - b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.
 - c. In the event an employee has been on leave for more than two (2) years, ~~he/she~~ the employee may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.

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- d. On returning from leave, the employee will receive experience credit and earned clock hours or credits for those leaves and classes that are accepted for experience or salary schedule credit by OSPI. Accumulated sick leave will be restored upon return from leave.
- e. An employee seeking election to public office shall take a leave of absence without pay for the time ~~his/her~~ the employees campaign duties interfere with the orderly performance of ~~his/her~~ their SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, ~~he/she~~ the employee shall resign from the District or apply for a temporary leave of absence without pay from the SPS.

5. Military Leave and Service Credit:

Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law. Employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Leave for military training duty of up to fifteen (15) calendar days leave per year, or the amount required by law, will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that ~~he/she~~ they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

Failure to return at the expiration of any leave will terminate the employee's employment contract with SPS unless a written medical certification is submitted to SPS prior to the scheduled return date.

SECTION C: LEAVE FOR SEA OFFICERS

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.59 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.
2. Leave Provisions for Officers:
 - a. The president and executive vice-president of the SEA shall be provided leave for the school years for which ~~he/she is~~ they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.
 - b. At a mutually agreed upon date following election to office, the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.

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- c. Bargaining Unit employees who were or are elected to serve as officers of the SEA in a full time or regular part time position, shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request the leave of absence on behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations contingent upon being fully reimbursed by the SEA.
- d. Officers who are granted a leave of absence in accordance with this Section C shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for the advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement. [This is retroactive to (1992-93) for Teachers' Retirement System Plan I, (TRS-II, TRS-III).]

3. Conditions for Released Time:

The officers of the SEA who have been provided leave pursuant to Chapter 41.59 RCW shall resume duties with the SPS at the conclusion of the term of office, unless re-elected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to ~~his/her~~ their previous position with the SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. The SPS agrees to maintain accumulated sick leave, retirement, and seniority rights for the officers during the period of the leave.

4. Special Requests for Released Time:

- a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the SPS. Copies of written requests for released time shall be presented to the Assistant Superintendent of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. The requests will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.
- b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Assistant Superintendent of Human Resources or ~~his/her~~ their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. The request will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.
- c. The cost of daily rate substitutes for SPS staff members released for short terms to serve as consultants to or representatives for the SEA shall be reimbursed to the SPS by the SEA.
- d. The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SEA. The pool of days shall be shared by the three (3) bargaining units represented by the SEA (i.e., SEA, SAEOP and Paraprofessional Staff). This category applies to officers or members of the SEA who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees. The SPS recognizes this release of SEA members is of direct benefit to the SPS and is enacted in full accordance with the law. SPS will pay for up to 150 substitute days for joint

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

endeavors which benefit the district and its educational program upon written approval by the Assistant Superintendent of Human Resources at least three days prior to the requested day(s).

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

SECTION A: GROUP INSURANCE PROVISIONS

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
 - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
 - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
 - c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
 - d. Employees who arrange and are approved for a job share will receive pro rata benefits.
 - e. Buildings that create partial jobs (displacements of .5 or 1.0 FTE are not covered by this provision) resulting in situations where an existing employee is not able to maintain their full FTE will be responsible for maintaining the employee's benefits at the FTE they held prior to the change. (Example: a building decided it needs only a .8 teacher, there is not ability of a 1.0 teacher to pick up the .2 through displacement, and the building would be responsible to pay the .2 in benefit costs). This would not apply to a situation where an employee has voluntarily reduced their 1.0 FTE, nor would it apply to situations where the employee could be assigned to another job which maintained 1.0 FTE but chose not to do so.
 - f. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.
2. Pooling. It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for certificated employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.
 - a. Beginning with the 10/01 pay warrants, the SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
 - b. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the SPS shall be computed by the SPS based on the 12/01 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.
 - c. Figures used by the SPS to compute the cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
 - d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of 12/01 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning 01/01 through 08/31, provided that in no

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION B: LIABILITY COVERAGE AND HOLD HARMLESS PROVISIONS

1. The SPS shall hold harmless and shall provide one million dollars (\$1,000,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:
 - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with an employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
 - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel of any suit, claim, or action brought against the employee.
2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the SPS's Liability Protection shall be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION C: PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

The SPS shall make every reasonable effort to provide a safe and healthful environment for students and employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. The SPS will call upon other agencies such as the police, the courts and social services to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the SPS agrees to the following provisions:

1. Preservation of Order in the Schools:
 - a. An employee is authorized to use force, but no more force than is necessary, upon or toward a student or other person on or around school premises whenever the employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in ~~his/her~~ the employees possession, in the possession of another employee or student, or upon school premises.
 - b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.
2. Benefits to Employees:
 - a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
 - b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.) School safety committees may meet to discuss

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

how to achieve this goal and what is feasible within the school's resources and building design.

- c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of ~~his/her~~ the employees proper exercise of that force authorized in Item 1, a above, or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent ~~him/her~~ the employee when ~~he/she has~~ they have been assaulted in or around the school premises or as a result of ~~him/her~~ the employee performing ~~his/her~~ their professional duty.
- d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accord with the Industrial Insurance laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability, or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing ~~his/her~~ their responsibilities.
- e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting ~~him/her~~ the employee to or from ~~his/her~~ their place of assignment when the loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
 - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible, not to exceed two-hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance not to exceed two hundred and fifty dollars (\$250).
 - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and ~~he/she has~~ they have a deductible of \$500, then the employee would be reimbursed the first \$250 as a general reimbursement and up to \$200 from the \$7000 reserve fund. It is understood that the \$7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted, it shall not be replenished until the following school year.
 - 3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.
 - 4) There shall be no reimbursement for loss of cash.
 - 5) The use of personal equipment for instructional purposes must have the prior approval of the building principal/program manager or supervisor.
 - 6) There must be proof submitted that the employee either has no insurance or that ~~his/her~~ their insurance does not cover the damage or loss in question. An employee must exhaust ~~his/her~~ their own insurance recovery possibility before being eligible for reimbursement under this Section.
 - 7) There must be filed with the SPS General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

3. Reporting Procedures:

An employee shall immediately report any assault suffered by ~~him/her~~ them in connection with SPS employment to ~~his/her~~ their building principal/program manager or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items b, c and d above, ~~he/she~~ they shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought. This does not preclude an employee calling 911 prior to notifying the SPS.

4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request of an employee for information in its or their possession which relate to the assault or persons involved in it.

SECTION D: TRAVEL ALLOWANCES

1. An employee who is authorized to use ~~his/her~~ their personal vehicle on SPS business shall be compensated at the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage shall be authorized and validated by the employee's immediate supervisor in accordance with the budget and the established rules, regulations and procedures of the SPS.
2. Employees authorized to utilize their personal vehicle on SPS business shall carry insurance in accordance with Washington State law.

SECTION E: TRANSPORTATION OF STUDENTS

1. Employees are not required to furnish transportation for students participating in school activities.
2. Employees who sponsor and obtain SPS approval of school activities utilizing private transportation should assure themselves that:
 - a. The drivers are appropriately licensed and carry adequate insurance;
 - b. The vehicles to be used are in good operating condition; and,
 - c. Parent requests for student participation on the trips are on file before departure.

SECTION F: TAX SHELTERED ANNUITIES

The SPS shall continue to comply with the law(s) regarding Tax Sheltered Annuities.

SECTION G: TRANSIT PASSES

Upon request, employees may purchase ORCA Transit passes from SPS. These passes will be provided on a pre-tax basis through payroll deduction as long as IRS rules allow.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

SECTION A: STAFFING DECISIONS

The SPS and SEA believe that staffing decisions should offer students the teachers who can best help them meet their learning goals, promote excellent teaching and allow resources to be expended where they have the highest educational value. The SPS and SEA also believe that school staff should have a meaningful role in the decisions that affect them.

Each year Seattle Public Schools and the SEA agree to staffing processes for certificated non-supervisory staff that include specific goals. Staffing dates and details will be agreed upon each year taking into consideration the budget situation and the following goals:

1. Advertise vacant positions as early in the Spring Staffing process as possible.
2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).
3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.
4. Prudently manage the displacement pool.
5. Identify shortage areas such as special education early and offer contingency contracts.
6. Notify certificated employees of reduction in force (RIF) by early May.

SECTION B: THREE-PHASE STAFFING PROCESS

1. The Certificated staffing process will include the following Phases:

Phase I

Vacant certificated positions will be advertised and available only for SPS certificated staff with contracts, including displaced staff, in order to allow for transfer opportunities. At the request of the hiring team, qualified substitutes may be interviewed during Phase 1. Positions in critical shortage areas where there are no displaced teachers will be identified by SPS and SEA for advertising as Phase 3 vacancies, open to all applicants

Phase 2

After any placements deemed necessary by Human Resources to comply with Federal and State disability accommodation requirements are made, remaining vacant positions will be advertised for displaced staff only.

The positions will be advertised as “open to all displaced”. Displaced teachers will apply for positions following the agreed upon process. Site teams will conduct interviews and make recommendations to HR. Any remaining positions in Level 2-5 schools will be assigned to displaced staff by HR and the Instructional Directors considering categories, experience, the employees’ preferences and program needs.

Positions in categories where there are no displaced staff will be offered to Reduction in Force (RIF) employees with right to return in seniority order.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

Phase 3

Positions where there are no displaced or laid off certificated employees will be identified for advertising, open to all applicants, internal and external.

2. For purposes of this section, “displaced” staff are defined as staff who:
 - a. Are involuntarily removed from a building or program as a result of being least senior in their category because the number of staff exceeds the building’s requirements for the following year.
 - b. Volunteer to leave the building or program either because the number of staff exceeds the building’s requirements for the following year or the school direction has changed, and the displacement removes the need to displace someone else. If there are more volunteers than necessary, the most senior volunteer will be offered the opportunity to move.
 - c. Volunteer to leave a school or program that SEA and the SPS have mutually agreed is undergoing a significant change in direction.
 - d. Volunteer to leave a “school requiring SPS intervention” as described in Article VIII, G, below.
 - e. Are involuntarily removed due to a building or program closure.
 - f. Are returning from leave of more than one year.
 - g. Are new recruits to the SPS who have been offered contracts and need assignments.
 - h. Any employee who is not meeting the expectations of the performance schedule, as set forth in Article XI, will not be permitted to voluntarily displace himself/herself from a school or program.

3. Assignment of displaced employees:
 - a. All individuals remaining in the displaced pool on July 1st, including new recruits, will have a temporary assignment prior to the opening of school. These temporary assignments will be in vacant positions for which they qualify or, if no position for which they qualify exists, they may be placed on temporary assignments in buildings to assist as a substitute on contract until another position for which they are qualified is available.
 - b. At the start of the school year unassigned staff placed as temporary substitutes into vacant positions for which they are qualified but do not hold the right category will receive consideration for permanent placement in the positions.
 - c. Except as provided elsewhere, any contracted teacher who is displaced from a building, and no position for which ~~he/she is~~ they are qualified is available, ~~he/she~~ the employee will be designated a substitute-on-contract (SOC) at full pay and benefits until ~~he/she is~~ they are assigned a position.
 - d. An employee who is displaced shall have the right to return to ~~his/her~~ their immediate previous work location if that former assignment becomes available within two years of the teacher’s being displaced. Employees must notify Human Resources in writing by February 1st of the current year if they wish to exercise their right to return the second year.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

4. Summer Hiring Plan: Schools will submit a plan describing the hiring process to be used during the summer months. The plan will be turned in to Human Resources in the school's staffing packet submitted in March.
5. SPS responsibility regarding notification of vacancies:
 - a. Position Change Request (PCR): Principals/program managers shall file a PCR upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position in order to hold or save a position or potential position for a particular unassigned employee or other potential applicants. Delays for necessary and unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.
 - b. Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of PCRs that require more than one (1) category. Any assignment will be reviewed by Human Resources and, if deemed appropriate, Human Resources will request the approval/disapproval of the administrative supervisor before processing. After PCRs are submitted, categories and FTE may not be changed unless budget is withdrawn or there are significant program changes.
 - c. The SPS must provide notification of vacancies one week prior to the closing date for applications.
 - d. Candidates on leave shall receive information describing their rights and responsibilities in interviewing for a position. The employee must provide the SPS with a reliable means for contacting them or their designee.
 - e. The SPS shall send a notice and directions to the SPS's web site concerning job postings for the next school year (sometime in April) to candidates on leave. Thereafter job announcements and standardized application procedures will be available on the internal electronic mail system. Candidates are responsible for monitoring the SPS's web site and job postings to identify current openings.
 - f. Candidates are responsible for submitting site-based applications to schools and participating in interviews.

SECTION C: SITE-BASED HIRING PROCESS

1. The hiring process must have the following features:
 - a. All members of the hiring teams will participate in a joint SEA/SPS interview training session which includes communication of the legal constraints against discrimination based on age, race, gender and other factors. ~~Participation in Waiver Training conducted prior to 9/1/94 meets this requirement.~~
 - b. The hiring team will screen applications and resumes. The SPS will verify appropriate certification for candidates recommended by the school.
 - c. If there are qualified internal candidates for a position, a hiring team will interview at least two for vacant positions. In addition, hiring teams ~~will~~ may give consideration to substitutes as outlined in Article V, ~~7-8~~.
 - d. Teachers returning from leave, displaced from buildings, and new recruits will be given full consideration in the hiring process.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

- e. Applicants who best meet the hiring team’s criteria will be interviewed by a hiring team that includes a group of teachers who are knowledgeable about the requirements of the position and the school’s CSIP.
 - f. The hiring team should reflect the diversity at that school in the areas of seniority, educational specialty and culture.
 - g. The hiring team may contain parents and/or other school staff appropriate to the selection process.
 - h. The hiring team and the principal will jointly develop criteria for staff selection that are in alignment with the school’s CSIP.
 - i. The hiring team may also decide to ask applicants for additional information not included in the standardized Site-Based Application.
 - j. Both the SPS and SEA agree that the goal is to complete the majority of the hiring prior to the end of the school year.
2. Any school that currently uses a hiring process that gives staff a more significant role in hiring than is described below as the minimum may retain their process if the school team and principal find the process serves the school well. The ideal hiring process would be based on consensus of principal and staff. Other options include, but are not limited to:
- a. The principal is part of the hiring team.
 - b. The hiring team makes the final decision.
 - c. The principal agrees to hire the number one applicant recommended by the hiring team.
 - d. The hiring team recommends 2-3 top candidates in preference order and the principal selects.
3. The minimum requirement as to staff participation in choosing among candidates is: The hiring team will interview candidates and submit three recommendations in preference order to the principal. The principal must select from among these choices, unless the principal and the hiring team find in checking with references that none of the candidates in fact meet the selection criteria. In that case, three additional recommendations from the hiring team will be made to the principal. If the pool contains no candidates who meet the criteria specified for the opening, the position must be reopened.
4. Conditions for suspension of qualifications-based hiring: Because the designation of substitutes-on-contract may in some years be beyond the SPS’s financial ability to support, the SPS reserves the right to set a limit on the number of substitutes-on-contract it will support or the available budget for substitutes-on-contract and to suspend the qualifications-based hiring in order to preserve full time teaching positions for existing employees.
5. Relationship of hiring policy to conditions for layoff and direct reassignments:
- a. No part of the hiring process and conditions described in this section shall be construed as changing or qualifying the conditions for staff adjustment (layoff) or the SPS’s rights and responsibilities outlined in Article XII of this Agreement.
 - b. SPS and SEA can agree at any time to bypass the hiring process in exceptional cases.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

6. During the first school year in a new position, a teacher cannot be reassigned to another position other than that for which ~~he/she was~~ they were hired, without mutual agreement between the principal, the hiring team and the teacher.

SECTION D: HIRING PROCESS FOR CERTIFICATED NON-SUPERVISORY PERSONNEL OTHER THAN TEACHERS

1. Librarians and secondary counselors will have the same hiring process as provided for above. The hiring process for certificated non-supervisory personnel other than teachers, librarians and secondary counselors (i.e., speech/language pathologists, occupational and physical therapists, school psychologists and nurses) will be the same as that outlined with the following exception:
 - a. A hiring team will be assembled. The hiring team will include staff from the supervising department in central administration, staff from buildings who are performing similar professional tasks, and other staff who are knowledgeable about the requirements of the position.
 - b. The hiring team will submit three candidates in order of preference to the director of the supervising department. If none of the candidates referred by the hiring team are found suitable for the position, the director of the supervising department must explain to the hiring team why the information discovered in checking references makes one of the candidates unsuitable for the position. In that case, the department must request three additional recommendations from the hiring team. If the pool contains no candidates who meet the criteria specified for the vacancy, the position must be reopened.

SECTION E: TRANSFER AND MID-YEAR TRANSFERS

1. Voluntary transfers:
 - a. For building based positions, voluntary transfers end on August 1 of each year, unless the two principals waive the deadline.
 - b. Building based staff hired to central office positions after August 1st may not transfer to the central office until the building-based assignment is staffed. If the building-based assignment is not filled, the transfer will be effective by no later than 60 days after the hire date. At any time, the principal may waive these requirements and allow the transfer even if the position is unfilled. Stipends will be paid retroactively to the original hire date.
2. Employees who accept a position in the spring for the following school year must remain in the new position for the entire year.
3. Employees may apply and be selected for a stipend position at any time of year if it constitutes a promotional opportunity.
4. Mid-year transfers can only occur in secondary schools at the semester break.
5. Internal candidates currently teaching in an elementary position may apply for such positions advertised after October 1. If an internal candidate accepts a position, but a mid-year transfer is not agreed upon by their current principal, that position will be filled by a one (1) year contract teacher. The recommended internal candidate will be placed into that position (or another position at that school with the same category or categories) the following year. The one (1) year teacher filling this position would not be retained and the position will not be advertised again. If funding shortfalls reduce positions and no position in the category is available, the recommended candidate will remain in ~~his/her~~ their current position and will not displace a less senior teacher from the school.

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6. A mid-year transfer may occur if the employee, SEA and SPS mutually agree to such transfer. Ordinarily, these transfers should occur within two (2) weeks.

SECTION F: ADMINISTRATIVE TRANSFER PROCEDURES

The following procedures for transfers shall apply to all employees within the bargaining unit:

1. Guidelines for Administrative Transfers: The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and ~~his/her~~ their effectiveness in the total educational program.
 - b. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - c. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from ~~his/her~~ their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
 - a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Item 1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, ~~he/she~~ the employee will remain in the original assignment until a position is available.
 - e. Employees who are on probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate education directors. The SPS will notify the SEA of any proposed transfers.
3. Impact of School Closure: Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:
 - a. Employees from closed schools will be responsible for transporting their personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the SPS will transport the above-mentioned materials on an exception basis for employees requiring accommodation under Section 504 of the Rehabilitation Act of 1973.

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

- b. Employees from closed schools may personally transport SPS-owned personal-use items, such as: pens, scissors, rulers, binders and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.
- c. The SPS will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of SPS textual materials and/or equipment they presently use to their new SPS locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by the SPS.
- d. Every effort shall be made to have the materials of transferring employees from closed schools transported by the SPS to their new work locations by August 17.
- e. It will be a top priority of the SPS to have essential equipment, supplies and textual materials assigned and available in all buildings by August 17.
- f. In the event that an employee, who has been reassigned as a result of school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the SPS which are associated with school closure or relocation of programs, ~~he/she~~ the employee will be compensated for duties performed beyond ~~his/her~~ their contracted work year at ~~his/her~~ the employees per diem rate. The employee will receive at a minimum one day to pack their assigned classroom and one day to unpack their classroom. Those employees who require more time to pack the District supplies in their workspace such as librarians, physical education teachers, band directors, etc. will be compensated for up to three (3) days to pack and unpack. This section includes those sites that are scheduled for construction and require employees to move into other buildings/classrooms.

SECTION G: SPECIAL STAFFING ISSUES AT SCHOOLS REQUIRING SPS INTERVENTION

- 1. SPS may choose to intervene in a school that has remained in the lowest performance level over the course of three years.
- 2. By January 31, SPS will notify schools for which there will be an intervention the following school year. If the intervention requires staff to meet new expectations, these expectations will be shared with current staff by February 15. In such cases, SPS will require existing staff to decide by March 15 of the current school year if they wish to remain in the school.
- 3. Staff members who remain at the schools requiring special intervention must commit to make any adjustment in curriculum or instruction as required by SPS and reflected in the CSIP adopted for the following academic year.
- 4. Staff members who choose not to remain at that school will participate in the district's site-based hiring process. The positions that they have chosen to vacate will be filled through this hiring process as well.
- 5. A staff member who chooses not to remain at the school requiring special intervention is eligible to apply for open positions elsewhere in the SPS. Staff members will qualify for the displaced pool under the terms described in Section B above.
- 6. Nothing in this section prohibits the district from having all rights afforded by the administrative transfer procedures in accordance with Article VIII, Section F.

SECTION H: PROGRAM MOVEMENT OR CLOSURE

ARTICLE VIII: STAFFING—QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES

1. Instructional staff associated with a program that moves from one work site to another are assumed to move with the program. A teacher who prefers to stay at the original site may do so, if there is a vacancy for which ~~he/she is~~ they are qualified/certified and if ~~he/she~~ the employee commits to the training or changes in curriculum as the CSIP requires for the next year. A teacher who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will be displaced and must apply and compete for other positions in the SPS.
2. If a program is terminated and then reinstated within two (2) school years, teachers who were in that program shall have first priority for the re-openings. The teacher will successfully complete the training as required in the school's CSIP and will revise curriculum and instructional methods to reflect the new direction of the program.
3. Prior to terminating a program or the closure of a school, any displaced teacher may choose from the following options: to remain at the original site if there is a vacancy for which ~~he/she is~~ they are qualified/certified and if ~~he/she~~ the employee commits to the training or changes in curriculum as required in the CSIP for the next year or shall select or be placed in a vacancy during Phase II, after those needing 504 accommodation have been placed.

SECTION I: EMPLOYEES COVERED UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year, Human Resources will assign employees covered under Section 504 who require transfers or adjustments of their assignments to an available position within the same job title for which the employee will be able to perform the essential functions, with or without reasonable accommodations. This placement will be made based on the judgment of the Human Resources staff responsible for the 504 accommodation and will be aligned with the details of the approved 504 accommodation.

SECTION J: AFFIRMATIVE ACTION

1. The Seattle School Board selects employees as needed on the basis of merit, training and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, gender, age, marital status, sexual orientation or disability except as may be permitted to meet a bona fide occupational qualification and the SPS shall comply with State or national laws as may pertain thereto.
2. The SPS has as its goal an Affirmative Action program of recruiting, hiring and assigning staffs in every department, every school and at every level of operation with proportions of racial minority to total employees corresponding to the SPS Affirmative Action program.
3. In implementing the Affirmative Action program, the SPS shall recruit, employ and assign personnel in conformity with State and federal laws, rules, regulations and directives.
4. The SPS's Affirmative Action goals shall not serve as ceilings or quotas for representation of racial groups among SPS employees.

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION A: LENGTH OF SCHOOL WORKDAY

1. ~~Elementary School Day. The elementary contractual day remains a seven and one-half (7.5) hour workday. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half hours (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of twenty (20) to thirty (30) minutes after the student day in order to bring the total contractual work time to seven (7) hours. Additionally, thirty (30) minutes of teacher self-directed time shall be worked either preceding or following the prescribed working hours bringing the total working day to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or during the contractual time following the student day.~~

~~The staff at each school, through the BLT decision making process, will determine when the additional one-half (1/2) hour will be added to the schedule. Individual staff members may discuss with the principal exceptions that could help accommodate their needs.~~

~~Beginning in 2017-18, The elementary contractual day will remain a seven and one-half (7.5) hour workday. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or during the contractual time following the student day.~~

2. ~~K-8 School Day. Beginning in 2017-18, All K-8s will follow the elementary school schedule with equivalent student instructional minutes and equivalent staff work hours for elementary and middle school staff working at K-8 sites. PCP minutes will be assigned according to the elementary and middle school schedules, as referenced in Article IX, Section E (elementary) and Article IX, Section C (middle school/high school).~~
3. ~~Secondary School Day. The standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7½) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7½) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the thirty (30) minutes following the student day.~~

~~Beginning in 2017-18, The standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the twenty (20) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the twenty (20) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the thirty (30) minutes following the student day.~~

4. These standard elementary, K-8, and secondary working day schedules would not necessarily hold for schools where staff and administrators have developed and arranged special variations in curriculum, instructional methods, and staff organization. This includes schools that staff certain

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individuals related to specialized job titles to assist with an extended learning day for students. All employees in these positions must agree on the altered schedule.

5. K-12 Collaboration Time. ~~Beginning in 2017-18, The District will schedule one sixty (60) seventy-five (75) minute late arrival or early dismissal per week for the purpose of providing professional collaborative time, common planning time, and technological proficiency. Late arrival or Early dismissal will be determined by SPS with input from SEA Executive Board. Common planning time, collaboration time, and tech time will be determined using interest-based bargaining, as described by the school day MOU and Article IX, Section P.~~
 - a. ~~Schools may designate no more than one early release/late arrival per month for common planning. All remaining early release/late arrival days are designated and reserved as collaboration days as set forth in this Agreement in Article IX, Section P. Early release will occur every Wednesday except for the first week of school.~~
 - b. Common Planning time is teacher-directed time for educators to plan and prepare together with colleagues.
 - c. Starting with 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.
 - d. Starting in 2019-20, the second early release day of each month will be for Collaboration Time. There will be ten such early release days in 2018-19. Collaboration time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally-relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.
 - e. Eight of the remaining early releases will be for building determined professional development (see Article II, Section A).
 - f. Eight of the remaining early releases will be for common planning time dedicated to eliminating opportunity gaps. Educators will collaboratively analyze disproportionality within their grade level, department or school. Disproportionality could be related to academics, access to advanced learning or enrichment opportunities, over-identification of students of color in SPED, disproportionality in discipline, etc. Educators will work together to analyze individual, institutional and structural racism that may be contributing to the school wide disproportionality and make plans to redesign instruction or supports/interventions that will address disproportionality.
 - g. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.

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- ~~6. 24 Credit Reopener: Upon thirty (30) day notice by the District, to be given no later than April 30, 2016, the District and the SEA agree to meet for the purpose of negotiating the 2017-18 school year implementation of the 24 credit requirement set forth by the Washington State Board of Education as described in WAC 180.51.068.~~
6. Employees will be expected, in addition to performing duties during the regularly scheduled on-site hours, to participate in activities and to perform duties related to the functioning of the total school, such as faculty meetings, organizational meetings, the guidance and counseling of students, parent contacts and meetings, and those duties associated with school activities not covered by currently stipended positions.
- a. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.
 - b. Participation in faculty, instructional council, departmental, team/grade level, safety, and technology meetings, will not exceed one hour outside the defined workday unless mutually agreed upon by the participants. Building scheduled faculty meetings (emergencies excepted) shall not exceed one per week; and no more than two meetings per month may be used primarily for business or professional development. One building scheduled faculty meeting per year will be allocated each year to allow staff to work on Safe Schools. Other meetings will be used for teacher-directed collaboration time or for Professional Learning Communities (PLC) pursuant to site-based decision-making process, and consistent with the SCIP and school's efforts to ensure equity in discipline, learning and opportunity for all students, for individual teacher planning time, teacher-directed collaboration time. PLCs, Safe School requirements, or a combination.
 - c. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their supplemental responsibilities.
 - d. Employees will not be required to meet during their preparation time during the student day without twenty-four hours' notice.
 - e. Because of technology tools deployed by the District, parents have an expectation of access to classroom information. Facilitated by the BLT and using the site-based decision-making process, schools will determine what is acceptable practice and workload for employees to communicate to parents.
7. Employees who report to a staff organization and/or are assigned to and maintain an office in the John Stanford Center or one of its branches will be on duty for eight (8) hours. This category includes employees in programs such as Curriculum and Instruction, School to Work Program, Bilingual Education, Special Education, Special Programs, and whose responsibility is primarily support for the classroom teacher or school staff as a consultant specialist, instructional coach or other similar titles. These employees may flex their time when during the contractual year they are conducting professional development, training, or other work beyond their regular scheduled hours with prior approval from their immediate supervisor. No employee will be forced to work outside their contractual year without agreeing and being paid their daily rate.
8. Certificated personnel who are assigned to a school building on a part-time basis, temporary and/or substitute certificated non-supervisory employees are expected to conform to the normal workday as defined above in the assignment to which they are placed.
9. Exceptions to Items 1, 2, 3 and 4 above may be granted for SEA activity or, at the discretion of the building principal/program manager, for attendance at professional activities or for urgent personal business. Other employees who do not work in the school setting may arrange with the immediate supervisor to attend to similar activities.

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10. Visitations by employees to the homes of their students shall be at the option of the employee, with the approval of the building principal/program manager.
11. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, ~~he/she~~ they may require the employee to meet the building's regular schedule.
12. Executive Directors of Schools will work with buildings to establish best practices regarding parent visitations and emails. These district best practices will be communicated to families each year. BLTs may request a meeting with the area Executive Director to discuss issues concerning the workload associated with parent/guardian communication that the building believes is excessive. The area Executive Director will develop a plan with the staff that will ensure that teachers get to focus on teaching and learning. Individual employees may request that an administrator remind parents/guardians of the agreed upon best practices.

SECTION B: EMPLOYEE LOAD

1. Elementary teachers will be assigned by the building principal/program manager to combination or split grades as required by the actual student enrollment in a specific school. An employee will be assigned to a combination or split-grade class by the building principal/program manager only after discussion with the employee regarding the necessity of the assignment.
2. In the process of organizing elementary school classrooms at the beginning of the school year, the basic class size in combination or split-grade assignments shall be at least two (2) less than the average class size limits of those combined grade levels for a particular school. This does not apply to staff who make the choice to split with a co-teacher or multi-age classrooms (where the building has adopted that mode of instruction in whole or part).
3. Combination or split-grade assignments as differentiated from multi-age organization shall not be given to beginning teachers until they are proficient in three domains of the evaluation. Except for first year teachers, exceptions can be approved by the Executive Director of Schools.
4. The SPS will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields. Secondary teachers will not teach more than five (5) class periods per day without volunteering and being compensated for giving up their PCP time. To the extent possible, departments will balance the number of preparations between employees. Schools will avoid giving teachers new to the profession more than two different curriculum course preparations. An exception to this last rule may happen when the new employee is the only person in their job category at the school or when the number of preparations in any given department would cause the District to have to compensate an employee for extra preparation time.
5. Variations to the above conditions shall be made by the building principal/ program manager after discussion and mutual agreement between a teacher, an affected grade level, a department, the certificated teaching staff (faculty) or the BLT/Instructional Council. The written record of the arrangement shall be retained on file in the school office and shall be binding on all affected parties for one semester/year as appropriate.

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6. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings. Mileage allowance shall be provided for travel between the two work locations pursuant to Article VII, Section D of this Contract. The employee shall keep a mileage report. The affected principals will agree to means for reimbursement.
7. When the need is mutually agreed upon between the building principal/program manager and the employee, employees who are transferred from one work location to another during the school year shall be provided with one (1) work day to vacate and relocate before the assignment is to begin, except when the transfer occurs at semester times.
8. The SEA will be given advance notice of any new programs, initiatives, curriculum, or significant changes to existing programs. A workload analysis should be discussed in the Labor-Management Committee, prior to implementation in the SPS. The SEA will have the opportunity to discuss with the District all concerns regarding increased employee workload that may be created by implementation of programs or proposals. The Committee will be part of the labor/management meetings and both parties may bring representatives (e.g. teachers, principals, instructional assistants, office personnel, etc.) to discuss the impact. When professional development is involved, discussions will be in collaboration with the professional development steering committee. The proponent will give all affected parties (e.g. SEA, SPS, building staff) reasonable notice so that any issues can be resolved in a timely manner.

SECTION C: PREPARATION-CONFERENCE-PLANNING TIME

1. All teachers shall plan with the building administration in their schools to organize their work day to include Preparation-Conference-Planning (PCP) time. Elementary teachers and elementary teachers assigned to K-8 schools shall have a minimum of ~~450~~ 160 minutes per week of PCP time within the employee workday. ~~for the 2015-16 and 2016-17 school years, increasing to a minimum of 165 minutes per week beginning in the 2017-18 school year.~~ All secondary teachers shall plan with the building administration to have PCP time to the equivalent of one (1) full class period per day. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the contractual time following the student day. The faculty representative organization shall be responsible for working with building administration to develop plans for PCP time when the faculty delegates this responsibility.
2. The primary purpose of PCP time periods in elementary, middle and secondary schools is for the individual teacher to prepare, plan and conference; however, PCP time shall also be used for period conferences, departmental meetings and other cooperative group planning.
3. Teachers on a part-time contract shall be entitled to prorated PCP time in a ratio equal to the percentage of time they work.
4. Preparation-Conference-Planning (PCP) teachers may be assigned on an itinerant basis, although the District recognizes that best practice has teachers assigned to one site.
5. Buildings may choose, by a 2/3 vote of the building's SEA represented staff who work in the building at least two days a week, to schedule extended blocks of PCP time on some days in exchange for no PCP time on other days so long as: 1) the scheduled PCP time meets the minimum weekly standard set forth above; 2) there is no loss of instructional time; 3) there is no impact to the number of daily class periods approved by the Superintendent's designee; and 4) there are no additional costs to either the building or SPS. Any building that chooses to provide extended blocks of PCP time must provide SEA and SPS a copy of its PCP schedule. A vote will need to be conducted yearly. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be 2/3 of the vote when totaling the yes and no votes together.

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6. Due to the impact of early release days, elementary schools (and the elementary portion of K-8 schools) may adopt schedules according to their established building decision-making processes that do not necessarily provide that each teacher has a PCP period on each work day.

SECTION D: CLASS-SIZE & STAFFING RATIOS

1. SPS Averages and Building ranges: The SPS recognizes that a reasonable school class-size ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment. The SPS and SEA believe that class-size ratio must reflect individual school needs and unique problems. Staff and building administrators are encouraged to develop cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.
2. The SPS will maintain an average SPS building ratio of students to full-time equivalent teachers at no more than 26:1 for grades K-3, 28:1 for grades 4-5, and 150:1 for grades 6-12 (when grade 6 is conducted using a secondary model), exclusive of Special Education and Bilingual.

An exception to the average ratios will occur when the SPS ratios do not meet state mandated class reduction requirements as outlined in state budgetary decisions.

3. Elementary/Secondary Regular Programs:

Elementary and Secondary Class Size Ratios: In implementing the objectives of quality instruction and in order to properly deal with the challenges of discipline, counseling and instruction, the SPS shall maintain a class-size ratio of students to full-time equivalent classroom teachers at no more than the following:

- a. Secondary Class Size: Take actions to limit class size to thirty-two (32) students for core classes in grades 6-12 (28 for grade 6 when the site uses an elementary model for grade 6). Core is defined as including English/Language Arts; World Languages; Math; Science; and Social Studies. These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. An example would be the adoption of a block schedule. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines to address the overload. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher, the SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which ~~he/she has~~ they have an overload.
- b. Secondary Daily Limits: Maintain a staffing guideline of 150 students per teacher per day (when using a block or modified schedule, the total students served by a teacher each week would be 150), with the exception of special classes and programs where the individual class size has been exceeded in grades 6-12. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which ~~he/she has~~ they have an overload.
- c. Class size for non-core classes will be limited by space, safety, equipment needs, ability to supervise, and effective instruction. If non-core classes have been incorporated into an

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integrated/cluster curriculum, then class-size limits could apply. The principal will consult with staff in departments offering non-core classes concerning these issues. If requested by the teacher, the SEA representative may be involved in this discussion. After meeting with the building principal regarding any concerns, a teacher may request for their caseload to be reviewed by the Superintendent designee for the purpose of determining if there are student health and/or safety concerns within the classroom.

- d. Elementary Class Size Individual Classrooms: Take actions to limit individual regular academic class size for grades K-3 to twenty-six (26) and for grades 4-5 (and grade 6 when operated in an elementary model) to twenty-eight (28). These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. Exceptions to these limits would occur when the SPS ratios do not meet state mandated class size reduction requirements as outlined in state budgetary decisions. The preferred solution is to reduce class size to the negotiated levels; failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which ~~he/she has~~ they have an overload.
- e. Maintain staffing in special programs for students with disabilities at levels to provide exceptional children an opportunity to achieve to the best of their ability. Staffing guidelines for various programs will be in conformity with the students' educational needs, State standards and State funding and can be found in Section F of this Article.
- f. When possible, IEP identified students will be assigned in a way that results in an equitable apportionment, with special consideration for the nature and extent of the disability, among the classroom teachers at each school.
- g. As soon as relevant information about an IEP student is received by the SPS's Special Education office and the school, it will be shared with the teachers to whom that student is assigned.
- h. When building/programs intentionally staff programs outside contractual ratios, with affected staff agreeing, no compensation will be paid for overloads. No overload compensation will be paid on days when additional staffing has been provided to address class overloads.

SECTION E: ELEMENTARY SPECIALISTS

1. The SPS recognizes that specialists provide instruction at the elementary level which is beneficial to the instructional program.
2. In order to provide increased specialization in physical education, music, or other subject matter areas at the elementary level, while at the same time providing for quality program and schedule flexibility, Elementary Specialists and Elementary Specialists assigned to K-8 schools will be assigned no more than (40) sections per week to provide for the ~~150~~ 160 minutes per week, ~~for the 2015-16 and 2016-17 school years, increasing to 165 minutes per week beginning in the 2017-18 school year,~~ allocated to classroom teachers as Preparation-Conference-Planning (PCP). If a school provides more planning time for classroom teachers, the cost of doing so is the responsibility of the building.
3. To promote equity between classroom teachers and Elementary Specialists, class size for Elementary Specialists shall be subject to the same limits as for all other classroom teachers as specified in Article IX, Section D,3, d of the Collective Bargaining Agreement.

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4. When creating building schedules, schools must give consideration to the daily schedule of the Elementary Specialist including Preparation-Conference-Planning time and recess, if applicable. The specialists will be involved in the scheduling of classes and their PCP and the specialists and administrator should strive to achieve consensus.
5. Elementary Specialists will work with the principal to develop a schedule that includes a sufficient amount of passing time between classes.

SECTION F: SPECIAL EDUCATION STAFFING RATIOS, RELIEF AND WORKLOAD ISSUES

1. STAFFING RATIOS:

- a. The following full continuum of service levels shall determine the number of students served per special education classroom teacher. SPS will provide the Full Continuum of Services with the student to staff ratios and services as outlined below in this section and in the accompanying chart listing Service Models and Ratios; more staffing can be added to meet the needs listed on the students’ IEPs and emergent needs of each school. The following staffing ratios will be used in schools as a means for staffing teachers and paraprofessionals in Special Education:

Service Model	Ratio (student: teacher: IA)
Access- Elementary	10:1:3
Access- Secondary	13:1:3
Social and Emotional Services	10:1:2
Focus	10:1:2
Distinct	7:1:2
Deaf/Hard Hearing	9:1:2
Medically Fragile (including pre-K)	6:1:2
Vision Impairment	18:1:1
Orientation & Mobility (Itinerant)	12:1
Resource Satellite	18:1:1
Resource Continuum	22:1
Preschool (includes DHH preschool)	10:1:2
Transition (Access, Behavior, Focus)	10:1:2
Transition (Medically Fragile/Distinct)	6:1:2

Schools:

- 1) Satellite school: An elementary school or K-5 portion of a K-8-school where resource services provide specially designed instruction in specific academics and social skills.
- 2) Continuum school: Continuum schools will have a range of special education service options which guarantee a student’s access and participation in Resource, Access, Intensive services and General Education. ~~In a continuum school special education staff will work as a collaborative team to plan and provide services. Special Education paraprofessionals will maintain their current primary classroom assignment with flexibility to support inclusion of special education students and/or grouping of special education students outside of and between special education classrooms. Continuum school special education teams consist of special education teacher, special education paraprofessionals, ESAs and building administrator.~~

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- 3) School special education teams consist of special education teachers, special education paraprofessionals, ESAs, and building administrators. School special education teams will work as a collaborative team to plan and provide services and may flexibly determine staffing for certificated and classified staff based on student needs. Special Education paraprofessionals will maintain their current primary classroom assignment with flexibility to support inclusion of special education students and/or grouping of special education students outside of and between special education classrooms.
- a) Resource Services: Students who receive resource services are students with mild to moderate differences in their instructional needs for specific academic needs and social skills. These students spend the majority of their instructional time in general educational settings with targeted support. Students may qualify in any one of the thirteen federally mandated categories of disability. Services may be provided in any setting based on the IEP. Students at all grade levels have a right to these services. In schools with the full continuum of services, resource services will be staffed at 22:1 ratio and in satellite schools the resource services will be staffed at 18:1:1 ratio.
 - b) Access Services: Access Services shall provide specially designed instruction to students with moderate to intensive academic and functional needs. These students are able to make progress on their IEP goals while spending the majority of their instructional time, including specially designed instruction, in general education settings with full range of supports needed. These students may also benefit from a variety of specialized instruction, including smaller group instruction and intervention, for part of the day. Students at all grade levels have a right to these services. Access Services will be staffed at a ratio of 10:1:3. Students may qualify in any one of the thirteen federally mandated categories of disability. Access services-Elementary will be staffed at a ratio of 10:1:3. Access services-Secondary will be staffed at a ratio of 13:1:3.
 - c) Social and Emotional Services: Social and Emotional Services shall provide specially designed instruction to develop the student's social/emotional skills, and social understanding. These students are able to make progress on their IEP goals spending a majority of their instructional time in a smaller group setting as their least restrictive environment. Additionally, these services may provide some or all of the academic instruction needed by these students as determined by the IEP. Students at all grade levels have a right to these services. Social and Emotional services will be staffed at a ratio of 10:1:2
 - d) Focus Services: Focus Services shall provide specially designed instruction to students with intensive academic and functional needs and provide students opportunities to participate in the general education curriculum through specially designed instruction at their present level of performance. These students benefit from spending a majority of their instructional time, including specially designed instruction, in a smaller group setting as their least restrictive environment. Students at all grade levels have a right to these services. Focus Services will be staffed at a ratio of 10:1:2.
 - e) Distinct Services: Distinct Services shall provide specially designed instruction to students who would benefit from a curriculum which differs significantly from the general education curriculum. These services may include academic, communication, life and functional skill components. These students benefit from spending a majority of their instructional time in a smaller group setting

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as their least restrictive environment. Students at all grade levels have a right to these services. Distinct Services will be staffed at a ratio of 7:1:2.

- f) Unique Assignment needs: Unique assignments provide support to students who may not benefit from any other of the identified pathways and/or are delivered at an alternate services location. Students receive specially designed instruction in their least restrictive environment as determined by the IEP Team. Students who may benefit from a concentration of support services, or specialized facilities outside their assignment area will be provided an appropriate placement. Staffing ratios for these groups of students are as follows: deaf/hard of hearing is 9:1:2; visual impairment is 18:1:1; orientation and mobility (itinerant) specialist is 12:1; medically fragile is 6:1:2.
- g) Preschool classrooms, including DHH preschool classrooms, will have a ratio of 10:1:2, except for medically fragile classrooms, which will have a ratio of 6:1:2. The teacher will select and admit up to two additional students who are typically developing peers.
- a. Overages: Any time a teacher goes beyond the staff ratios identified above, the following improvements in the overage chart below will be made:

Student Overages	Remedies
Resource Services Continuum	Per teacher
1-4	overage pay
5-8	.4 cert FTE.
9-13	.6 cert FTE.
14-17	.8 cert FTE
18-22	1.0 cert FTE
Resource Services Satellite (Elementary)	Per teacher
1-4	Overage pay
5-7	.4 cert. FTE.
8-10	.6 cert. FTE.
11-14	.8 cert. FTE.
15-18	1.0 cert FTE
Resource Services Continuum (Secondary)	Per teacher
1-4	Overage pay
5-12	.4 cert FTE
13-17	.6 cert. FTE
18-22	1.0 cert FTE
Access Services-Elementary	Per Teacher
1-2	overage pay
3-4	Overage pay or 1 IA FTE

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5	New classroom -1 cert FTE plus 1 IA FTE
Access Services- Secondary	Per teacher
1-4	overage pay
5-6	plus 1 IA FTE
7-9	New classroom-1 cert FTE plus 1 IA FTE
10	New classroom-1 cert FTE plus 2 IA FTE
Social /Emotional Services	Per class
1-2	overage pay
3-4	1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Focus Services	Per class
1-2	overage pay
3-4	Overage pay or 1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Distinct Services	Per class
1	Overage pay
2-3	1 IA FTE
4	New Classroom- 1 cert FTE plus 1 IA FTE
5	1 cert FTE plus 2 IA FTE
Medically Fragile Services	Per teacher
1 or 2 over in the District	1 IA FTE
3 or 4 over in the District	New Classroom - 1 cert FTE and 1 IA FTE
5 over in the District	1 cert FTE and 2 IA FTE
DHH	Per teacher
1- 2	overage pay
3-4	Teacher choice: Overage pay or 1 IA FTE
5 or more	New classroom- 1 cert FTE plus 2 IA FTE
Visually impaired	Per teacher
1-2	Overage pay
3-6	Teacher choice: 1 FTE IA or overage pay
7	1 cert FTE
Orientation and mobility	Per teacher
1-5	overage pay
6	1 cert FTE
Preschool	
1	Overage pay

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2-3	Teacher choice: 1FTE IA or overage pay
4+	1 cert FTE plus 2 IA FTE

- b. Process for going outside the contractual limits for Resource, Access, Social and Emotional, Focus, and Distinct Services: Central office communicates with the principal and teacher about the possibility of having an overage. The school and teacher determine the type of overage support based on the chart above. After agreement by the school and teacher, the principal will communicate the overage request to SEA and the SPS Special Education Office. SEA will contact the employee to verify that ~~he/she~~ the employee agrees with the overage remedy. Once verification has taken place, the remedy will be enforced.
- c. In the case of unfilled positions, staff who are assigned case management for students not on their caseloads will have those students counted for purposes of determining overage pay. Such students will be weighted according to the ratio of their identified service placement.
- d. Special education certificated staff will receive overage from the date on which the overage first occurs. Overage necessitating FTE changes will be implemented quarterly unless existing part-time staff in the school or building wish to increase their FTE, in which case the change will be made on a monthly basis.
- e. When the Special Education ratio falls below the above staffing ratio due to an under enrollment the following will occur:

Total of students assigned	Amount of staff assigned
Resource Services Continuum (Elementary)	Per school
17-14 students enrolled	.8 cert FTE
13-9	.6 cert FTE
8-5	.4 cert FTE
4-1	.2 cert FTE
Resource Services Satellite	Per school
14-11 students enrolled	.8 cert FTE
10-8	.6 cert FTE
7-5	.4 cert FTE
4-1	.2 cert FTE
Resource Services continuum (Secondary)	Per school
22-16 students enrolled	1.0 cert FTE
16-10	.6 cert FTE
9-1	.4 cert FTE
Access services	Per school
4 students enrolled	1 cert FTE, 2 1 IA FTE
1-3	1 cert FTE
Access Services- Secondary	Per teacher
12-7 students enrolled	1 cert FTE plus 3 IA FTE
6-4	1 cert FTE plus 2 IA FTE
3-1	1 cert FTE

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Social and Emotional Services	Per class
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Focus Services	Per class
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Distinct	Per class
5 students enrolled	1 cert FTE, 2 IA FTE
1-4	1 cert FTE, 1 IA FTE
Medically Fragile	Per teacher
No adjustments	
DHH	Per teacher
No adjustments	
Visually impaired	Per teacher
6 students enrolled	1 cert FTE
Orientation and Mobility	Per teacher
6 students enrolled	1 cert FTE
Preschool	
No adjustments	

2. RELIEF

a. Special Education Relief Fund Committee:

- 1) The Relief Committee shall be convened each school year to review staff requests and make relief decisions, including allocations from the Special Education Relief Fund to address the need for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and insure safety and effective learning environments for special education students.
- 2) SPS will provide a fund of \$520,000 per year. (This is combining the 4b committee and DSU funds) The purpose of the fund is to alleviate unanticipated problems beyond regular baseline staffing in the area of Special Education.
- 3) The Relief Committee shall be composed of five (5) representatives appointed by the SPS and five (5) representatives appointed by the SEA.
- 4) The Relief Committee shall be appointed no later than 9/1 in each year and shall continue to meet on a prearranged schedule agreeable to the Committee members. However, the committee will meet outside of its scheduled meetings to provide relief to impacted staff and students as soon as possible. The committee will reconvene in May each year to review the effectiveness of the recommendations and suggest modifications as appropriate.

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- 5) The following procedures shall apply for the identification of problems and recommendation of proposed resolution:
 - a) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving students with special needs, shall be first brought to the attention of the building principal/program manager.
 - b) If a solution is not achieved at the building level, the employee may, by no later than May 1 each year, refer the problem(s) to the Relief Committee.
 - c) Staff shall complete the Special Education Relief Fund form (Appendix ~~ZU~~). Along with the Special Education Relief Fund Form attach behavior data and incident report forms if pertinent.
 - b. It is recognized that some students in Special Education may present severely aggressive, disruptive and/or acting out behaviors. In situations where the students pose a significant problem for classroom management and documentation is available as to the specific behaviors of concern - their intensity, their frequency, and interventions attempted - options for support shall be made available either by a school or SPS-based student support team upon written request by the classroom teacher. Options to relieve outside of schools suspension, may include, but are not limited to:
 - 1) Instructional support in the form of behavioral and intervention strategies;
 - 2) Support for parent/family as appropriate;
 - 3) Support from a SPS appointed behavior specialist for students who have Autism with aggressive and unsafe behaviors, Emotional/Social Disorder Specialist; and/or a counselor for Mental Health Disorders;
 - 4) Increased individualization of program/alternate placement;
 - 5) Short-term Instructional Assistant assigned to that particular situation.
 - 6) Any changes in services remain subject to IEP process requirements. It is recognized that the intent of this provision is to provide support to the classroom and not as a means for evaluating teachers.
3. WORKLOAD ISSUES:
- a. The district will provide an IEP content and district procedures training two times per year. Attendance to one IEP content/procedure training per year will be mandatory for anyone who is responsible for writing IEPs.
 - b. The district recognizes the need for appropriate training to better serve all students. The building administrator/supervisor will allow employees the opportunity to attend a meeting facilitation training, which will include training to assist facilitators to work with difficult teams.
 - c. The building administrator/supervisor will allow employees the opportunity to attend a Special Education Law training at least one time per year.
 - d. Certificated staff new to special education in the district, will receive the IEP Online training within thirty (30) days of their start date.

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- e. In order to facilitate the educational assessment and to provide services to students with special needs, and to provide health/medical and legal safeguards for the students and employees, all information shall, to the extent possible, be made available within the receiving building prior to student placement for students being placed from outside the district.
- 1) Student Services Assessment Report and Summary;
 - 2) Any medical information necessary for student safety;
 - 3) Specialized Education Services Report(s), if applicable;
 - 4) Parent Appraisal;
 - 5) Student's initial and current IEP's;
 - 6) Former academic program, social information; and, behavior plans;
 - 7) Notice of any critical condition.
- f. For special education students being transitioned from within the district, access to the student's IEP online file will be given to the new team as soon as the student's placement has been verified. After the IEP team makes the determination of the least restrictive environment for a student, the central staff assigns the student to the appropriate building dictated by the IEP team recommendations of services within the student's middle school assignment area or linked school. The building staff (principal, head secretary and IEP case manager (receiving teacher)) will be informed of the student assignment with student name and student number. IEP Support will be contacted to provide access to the receiving teacher. The receiving IEP team will have 3 days to prepare for the student's transition to ensure the student will receive appropriate services upon entry to the new school.
- g. In addition, certificated special education ~~the~~ employees, including clinical ESA staff, who are responsible for preparing IEP's and/or special education evaluations are entitled to a \$2500 annual stipend, pro-rated by FTE and paid in two installments, in recognition of the workload associated with preparing and completing IEPs and special education evaluations, meeting compliance requirements, and supervising students as required by the IEP. ~~thirty (30) additional hours paid at per diem, for the purpose of preparing IEP's.~~ To access this payment the employee must be current in their responsibility for IEP preparation and completion. In addition, when a special education ~~case manager teacher~~ goes above and beyond the recognized service caseload they will receive additional compensation of \$75-00 per IEP. Any ESA who has a caseload, at least 2 above the average caseload for their respective field, will also be entitled to the additional compensation of \$75 per IEP.
- h. Employees responsible for preparing the Washington- Access to Instruction and Measurement (WA-AIM) are entitled to additional pay of \$50-00 per section per student.
- i. All employees involved in the special education student riser process (including visiting schools, participating in meetings, and transfer of files) will be paid at their workshop hourly rate for any time beyond their contractual day. The Special Education Department will fund up to two days of release per teacher of intensive students, in support of the riser process. Teachers will submit request for release time to Principal and Special Education Department.
- j. Special Education Instructional Assistants' priority is to meet the needs of students with IEPs. Schools will not regularly assign Special Education Instructional Assistants as the primary supervisor of general education-only students. Special Education Instructional Assistants may

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also support General Education-only students during the normal course of their supervision of students with special needs.

- k. Starting in 2018-19, the Special Education department shall allocate a Team Lead stipend for up to 25 designated Elementary Schools which have a Resource Room and two or more intensive service models and a high number of IEPs.
- l. Certificated Special Education staff will have access to a fund of up to \$50,000 for the purpose of professional development.

4. SPECIAL EDUCATION JOINT LABOR MANAGEMENT COMMITTEE

- a. SEA and SPS will convene a committee on a monthly basis to support the work of the special education program and its staff to deliver high quality services to our students.
- b. SPS representatives will include leaders from both the special education and human resources departments. SEA representatives will include a range of both certificated and classified staff.
- c. The parties may convene subcommittees as mutually agreed. In 2018-19, a Pre-K, a Deaf and Hard of Hearing, and an Assistive Technology subcommittee will each be convened.

5. JOINT SPECIAL EDUCATION TASKFORCE

- a. SEA and SPS will continue the Joint Special Education Services Taskforce. The Taskforce includes SEA-represented educators appointed by SEA and building administrators, family representatives, and leaders from the Special Education Department appointed by the District.
- b. The Task Force will meet monthly. The charge of the taskforce is to:
 - 1) Monitor and review data and reports provided by the SPS. Data and reports SPS will bring to the Taskforce will include but are not limited to student numbers, demographics, population shifts, current schools with services provided, capacity of buildings, staff turnover, vacant certified and classified special education positions, and work on corrective action plans.
 - 2) Review and make recommendations on:
 - a) The District's efforts to implement, monitor and improve the Full Continuum of Services
 - b) ~~The special education professional development plan~~ Special Education Professional Development Plan
 - c) Transition Services
 - d) Appropriate assessments for students receiving special education service
 - e) Discuss and consider any other topic the Taskforce agrees is necessary to its work.
- c. Decisions regarding recommendations shall be made by consensus. The district shall keep minutes of the meetings and make these minutes available within 5 days of the meeting.
- d. ~~In 2015-16, the Taskforce will include, as one of its major priorities, an exploration of methods to reduce special education costs. The Taskforce may assign this role to a dedicated~~

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~~subcommittee. Where the District is able to realize savings as a result of this process, it will prioritize redirection of surplus funds created by the savings to reducing employee workloads.~~

SECTION G: COVERING CLASSES AND SUBSTITUTE REBATE AND REIMBURSEMENT

1. Requests initiated by the building principal/program manager or ~~his/her~~ their designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or ~~his/her~~ their designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute. See Section 4 below, Substitute's Rebate and Reimbursement, for details regarding substitute rebate and reimbursement when a substitute is not available and another teacher or teachers in the building cover the absent teacher's class or classes.
 - a. Arrangements for class coverage may be made between employees with the approval of the building principal/program manager.
 - b. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.
2. Practicum students and non-certificated personnel may be used to cover classes only in emergency situations as described in Section G, Item 1 above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In exceptional situations, the building principal/program manager or ~~his/her~~ their designee shall make the decision for an arrangement and shall accept ultimate responsibility.
3. No Special Education teacher shall be required to teach a program for which ~~he/she does~~ they do not have the appropriate training and/or experience as determined by the SPS.
4. Substitutes Rebate and Reimbursement: The SPS shall rebate to each building/program/office a sum equivalent to a substitute's daily rate of pay for each occurrence during the school year that the SPS is unable to provide a substitute to a building/program/office which has, following the normal process, notified the Substitute Services of their need for substitute services. The rebate shall be provided to affected buildings/program/offices on a quarterly basis.
5. Each building will have an emergency substitute process in place that equitably distributes the responsibility for covering teaching assignments when a substitute is not available. Each school will determine a reimbursement policy for SEA-represented non-supervisory certificated staff substituting for other SEA-represented staff consistent with the following guidelines:
 - a. For certificated non-supervisory staff substituting for other certificated non-supervisory staff:
 - 1) All schools will determine a reimbursement policy for substituting based on the daily rate of pay for a substitute. Building staff will, through the building decision-making process, determine pay based on blocks of time, such as periods, the entire day, or percent of a class. Reimbursement will not be based on an hourly rate of pay.
 - 2) This compensation is similar to the stipend for additional duties.
 - 3) The building staff may determine if a stipend will be paid out of the money reimbursed to the building for bookkeeping within a building.
 - 4) Based on the school's reimbursement policy, staff who substitute when a regular substitute is not available shall complete a Certificated Substitute Reimbursement Form on a quarterly basis.

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- b. For certificated non-supervisory staff when a paraprofessional substitute is not provided, the certificated staff will be reimbursed at the rate of pay for a paraprofessional substitute.

SECTION H: SCHOOL FACILITIES, TEACHING STATIONS AND ITINERANT WORKSPACE

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating, ventilation, and lighting. The facility shall meet all health and safety standards for employees. After weekends or periods of school closures, gymnasiums with centrally controlled heating will have the heating turned on one hour prior to the time of the rest of the school.
2. When it is necessary to assign employees to relocatable structures (portables), the building principal/program manager will discuss the assignment with the employee.
3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for the classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.
4. Classrooms that are used for eating areas at lunch due to no central feeding location at the school site will be cleaned daily.
5. Movement of Employees Within the Program
 - a. In assigning classrooms and teaching stations, an employee shall not be assigned to more than two (2) teaching station assignments nor be required to "float" for two (2) consecutive years without agreement by the employee and the building principal/program manager.
 - b. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:
 - 1) For educationally sound reasons, such as implementation of flexibility in programming;
 - 2) With as little disruption to the instructional program and personnel as possible.
 - c. With classrooms between which the employee must travel to be located as conveniently near one another as possible. Whenever possible, the SPS shall make the following provisions for the "floating employee":
 - 1) Adequate storage in each classroom in which the employee works, e.g., file and desk drawer, table with drawers, or a section of a cabinet;
 - 2) Equipment and materials located within each room, e.g., books, basic laboratory equipment, and audio-visual equipment so only the employee must move;
 - 3) A private desk and file cabinet for the "floating employee" away from students, not necessarily in an individual office, but some place where only building staff members are admitted.
7. The SPS shall provide a teaching station for the itinerant teaching personnel with required equipment and technology and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.
 - a. Student Service personnel and itinerant Special Education personnel shall be provided an adequate working space for each particular building.

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- b. The working space shall be reserved for the personnel during the time they are regularly scheduled into the building.
 - c. The needs for privacy and/or the protection of materials shall be met.
 - d. The employees shall be provided access to a telephone where private conversations are possible.
 - e. After discussion with the employee, the building principal is responsible for making these arrangements. The building principal and the program manager will work to resolve conflicts regarding space.
8. The working space of any employee will be of the appropriate size to fit the students and employees safely and comfortably in the assigned room. SPS will assign students and place programs at appropriate sites to ensure that there is adequate working space to provide quality instruction and services.

SECTION I: KINDERGARTEN INSTRUCTION

1. All kindergarten teachers shall be provided Preparation-Conference-Planning (PCP) time consistent with Article IX, C of this Agreement.
2. The SPS shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Article IX, H of this Contract.
3. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.
4. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.
5. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and end of the academic year.
6. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade.
7. The total number of minutes of instructional time shall be consistent for all half-time kindergartens and consistent for all full-time kindergartens throughout the SPS.
8. Any teacher required to implement the WA Kids Assessment will receive two (2) days of pay or release time per testing period per class. In addition, each school required to implement WA Kids will begin the year with a slow start for Kindergarten by having the first three (3) days of school set aside for conducting family connections.

SECTION J: BILINGUAL EDUCATION

1. Bilingual Education programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

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3. Elementary Bilingual self-contained (BOC) students shall be included in total enrollment count for each building in determining staffing for clerical and PCP based on a school's enrollment.
4. The SPS will ensure that the SPS Bilingual staffing level, when compared to the statewide average Bilingual staffing level, will be no less than the relationship of the SPS regular program staffing level compared to the statewide average regular program staffing level.
5. The baseline staffing average for all level 1 and 2 performance management schools will consist of 1 ELL teacher for fifty (50) elementary students, 1 teacher for thirty-five (35) secondary students and 1 instructional assistant for thirty-five (35) students. The baseline staffing average for all performance management schools levels 3, 4, and 5 will consist of 1 teacher for every 70 elementary students, 1 teacher for every forth-five (45) secondary students and 1 instructional assistant for every thirty-five (35) students. All schools who were level 1 or 2 in the previous year and moved up to levels 3, 4 or 5 will have an automatic waiver their first year of performance management increase and the option to submit a waiver to maintain the 1 to 50 and 1 to 35 ratio if they have an ELL population that consists of 25% or higher of level 1 students for their second year and beyond at level 3, 4 or 5. This additional year of support is to address the additional funding needed for a high needs ELL student population. The waiver process will be a year to year review based on enrollment projects provided during the budget arena process in February. Other schools with 25% or higher of level 1 or 2 students may request a waiver through the bilingual relief fund as outlined in number 8 below.
6. The ELL Department Chair/Team Leader will receive a stipend based on the number of adults (both certificated and classified) working in the ELL program at the school.
7. The Bilingual Program will operate according to two models. The Collaborative Teaching Model supports specialized, differentiated, instruction to bilingual students with English speaking peers that will be provided with the expertise of a bilingual-endorsed teacher. Classrooms not participating in the Collaborative Teaching Model will implement the Aligned Sheltered Model of Instruction for Bilingual Service delivery.

The collaborative service model will be supported in those schools that have opted in.

To facilitate the implementation of the collaborative model, bilingual teachers and general education teachers who participate in the collaborative teaching model will be provided with at least one (1) hour of paid collaboration time per week to facilitate the implementation of the differentiated service model. This collaboration time will be directed by the Bilingual Program Department and will be used also to promote professional learning communities within the Bilingual Program.

8. Bilingual Relief Fund

Committee regarding Bilingual Staffing

- a. A Joint Committee shall be convened to review staff requests and make recommendations for expenditure of funds appropriated under Item d below.
- b. The Committee shall be appointed by no later than October 1 of each year and shall be composed of three (3) representatives appointed by the SPS and three (3) representatives appointed by the SEA.
- c. The Committee shall hold its first meeting by no later than October 15 of each year and shall continue to meet on a pre-arranged schedule agreeable to the Committee members. The Committee should make itself available to provide relief to impacted staff and students as soon as possible.

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- d. The SPS will provide a fund of \$300,000 each year. The purpose of the fund is to alleviate problems beyond regular baseline staffing in the area of Bilingual self-contained classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution.
 - 1) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving bilingual students, shall be first brought to the attention of the building principal/program manager.
 - 2) If a solution is not achieved at the building level, the employee may, by no later than March 2 of each year, refer the problem(s) to the Joint Committee,
 - 3) Recommendations of the Joint Committee shall be made to the appropriate line administrator, with the final decision to be made by the Superintendent.
- e. All Joint Committee recommendations for additional staff must be received by the appropriate line administrator by March 16 of each year.
- f. Costs associated with the final decision shall be made from the above-referenced fund.

SECTION K: SCHOOL COUNSELORS AND SOCIAL WORKERS

1. Pursuant to rules established by the State Board of Education, all school counselors employed by the Seattle Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. The District will implement a counseling program as established in RCW 28A.410.043. The purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association. Counselors will not be required to be the test coordinator at their school. As outlined in Article IX, Section A. 4, counselors will not have any more duties assigned before the student day, during lunch time, or after the student day, than other certificated staff in the building.
2. Pursuant to rules established by the Professional Educator Standards Board, all school social workers employed by Seattle Public Schools shall hold a valid school social worker certification.
3. Each counselor or social worker shall be accountable to the principal/program manager of the building to which ~~he/she is~~ they are assigned.
4. Each secondary school shall be allotted five (5) days for each full-time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the counseling staff.
5. Each secondary counselor will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities.
6. Except in unusual circumstances there shall be no more than one (1) part-time counselor in any one (1) secondary building. Part-time secondary counselors shall retain their preparation periods.
7. Secondary counselors are assigned on a ratio of approximately ~~400:1~~ 375:1.
8. Middle School and Elementary counselors shall hold either a valid Educational Staff Associate (ESA) Counseling or School Social Workers Certificate. Whenever feasible elementary counselors shall be assigned to one (1) building.

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9. School Counselors and school Social Workers may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building principal/program manager.
10. Nothing in this provision prevents the SPS from determining that an ESA certificated School Social Worker be hired at the high school level to fulfill duties appropriate to the certificate.

SECTION L: EDUCATIONAL STAFF ASSOCIATES (AUDIOLOGIST, OT, PT, PSYCHOLOGIST, SLP)

1. ESA personnel shall have SPS-wide supervision provided by a responsible individual in the Central Administration. The District will work to ensure that supervisory staff who evaluate ESA employees have the background necessary to work collaboratively with the ESA in the evaluation process. Any ESA, who is considered to be off the performance schedule, as outlined in the evaluation section of this agreement, must be evaluated by an administrator certified in the ESA's field of work. Any ESA on a plan of improvement will have access to their program's career ladder positions for assistance.
2. Periodic meetings of the various ESA groups will be established by the appropriate line administrators/team leaders for the purpose of planning and consulting to meet the needs of students.
3. Educational Staff Associates may attend professional meetings, professional development activities and conferences during school hours as recommended by and approved by the appropriate line administrators.
4. SPS will ensure that each ESA department maintains current and appropriate testing equipment, protocols, scoring software and report writing material, and that each ESA has timely access to routinely use equipment/materials/working computers to complete assessments in a timely manner.
5. SPS Special Education Administrators will track consents for all ESA employees.
6. SPS will provide access and arrange for interpretation and translation services in a timely manner for the ESA's when required by OSPI.
7. ESAs will be assigned workspaces that allow for evaluations and/or services to be completed in accordance with student IEPs. This includes consideration of noise levels and other distractions, lighting, confidentiality, sufficient space, access to a phone, locking file cabinet, computer, internet access, chair, and adult desk. If the workspace will not be available due to a school event, the building administrator will notify the ESA in advance and they will discuss where the employee will do their assigned work during the time their workspace is not available.
8. New ESAs will be assigned a mentor from their field during their first year with the District. They will also have access to their program's demonstration and master career ladder positions for assistance, if needed.
9. The District recognizes the financial gain of billing Medicaid for services. To assist in maximizing Medicaid billing, the District will pay both the initial and renewal state licensure fees for SLPs who get state licensure and are qualified to do Medicaid billing. The District will also pay the individuals for their time to do the billing.
10. ESA Workload Limits:
 - a. School Psychologists: There will be a ratio of 1 School Psychologist, including contractors, assigned to directly serve every 1050 K-12 students enrolled in the District. A school psychologist will be assigned no more than three schools with the exception of schools that

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have multiple programs. School Psychologists will be paid for an additional thirty (30) hours per FTE to compensate for time after contractual hours dealing with IEPs and compliance issues. This will be pro-rated for part-time psychologists.

Particular district-wide roles are required from School Psychologists for which additional FTE will be dedicated beyond the workload ratios listed above. The PLT, team leaders, and supervisor will identify those positions that support District-wide psychological services and ensure that said positions are appropriately staffed, based on existing data regarding workload, e.g., team leaders, private school assessment positions, preschool assessment positions, and birth-to-three transition. A determination of FTE for these District-wide roles will be reached at least annually through consensus by the PLT that includes the team leader and supervisor. When the parties do not agree, the supervisor will make the determination.

- b. Audiologists: The workload ratio will be 1 audiologist to 15,000 students enrolled in the District. Additional FTE will be assigned to preschool and Deaf/Hard of Hearing Programs.
- c. Speech Language Pathologists (SLPs): ~~Starting in 2015-16, the department wide SLP average caseload shall be one SLP to 49 students. Starting in 2016-17, The ratio shall be one SLP to 47 students.~~ Individual caseloads may vary above or below these ratios. Fractional SLP's therapy caseloads shall be calculated and prorated by an employee's FTE. Caseloads will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution, with consideration to student population, travel and technology needs. It will be left to the individual SLP to determine service delivery model(s) for ~~his/her~~ their own caseload consistent with the evaluations and IEPs.

Lower caseload numbers for specific assignments will be determined by consensus of PLT, team leader and supervisor for assignments that require a smaller caseload to meet student needs, e.g., assistive technology, deaf and hard of hearing, itinerant services (multiple sites), and students with complex needs. When the parties do not agree, the supervisor will make the determination.

Particular District-wide roles are required from SLPs for which FTE will be dedicated beyond the caseloads listed above. The PLT, team leader, and supervisor will identify those positions that do not provide direct service to students and ensure that said positions are appropriately staffed based on existing data regarding workload, e.g., SLP team leader, SLP assessment positions, and birth-to three transition. When the parties do not agree, the supervisor will make the determination.

- d. Occupational Therapists (OTs): ~~Starting in 2015-16, the department wide OT average caseload ratio shall be one OT to 40 students. Starting in 2016-17, The ratio shall be one OT to 36 students.~~ Individual caseloads may vary above or below these ratios.

Caseloads for OTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

- e. Physical Therapists (PTs): ~~Starting in 2015-16, The department-wide PT average caseload ratio shall be one PT to 35 students.~~ Individual caseloads may vary above or below these ratios.

Caseloads for PTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

- f. Particular district-wide roles are required from OTs and PTs for which FTE will be dedicated beyond the caseloads listed above. That total recommended will be at least 2.3 FTE to cover: preschool assessment, private school assessment, sensory integration specialist consultation,

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adaptive equipment specialist consultation, and assistive technology specialist, a team lead position of one or both disciplines. If there is a need for additional FTE for these issues, the PLT will discuss with administration and determine if FTE should be added. When the parties do not agree, the supervisor will make the determination.

- g. The District will allocate sufficient FTE each year to meet the above ESA staffing ratios and will utilize contractors if positions are not filled, or as average monthly ratios vary, in order to fulfill the ratios.

SECTION M: SCHOOL LIBRARIES

1. A major goal of the SPS is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, the SPS shall continue to maintain and staff library and learning resource center facilities. Continuous access to library collections and flexible scheduling of facilities shall be a major component of the plans.
2. The SPS shall adhere to appropriate State laws and regulations relative to library services within the public schools of the State of Washington.
3. Elementary and secondary librarians will arrange cooperative meetings during the employee's work day at their respective levels for purposes of discussing books, materials or other business pertinent to professional librarians. These meetings shall be cooperatively planned and implemented by the supervisor of libraries and a committee including at least four (4) librarians.
 - a. Coordination for the meetings will be through the appropriate SPS administrator's office.
 - b. Arrangements will be made at each building for the libraries to remain open.
 - c. Librarians shall be eligible for consideration for attendance at the Washington Library Media Association's annual conference and other annual meetings of professional organizations under the provisions of Article VI, A.12 of this Contract.
4. The Library Catalog Unit shall be staffed and equipped so that library materials received by the SPS can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the appropriate Assistant Superintendent.
5. Each elementary librarian must be allotted time beyond planning and passing time, each week in each school to which they are assigned, to perform duties necessary to maintain the school or schools' library collection and resources.
6. The Librarian shall be a member of the faculty representative organization in each school.
 - a. All librarians should allow time in their daily schedule for conferencing with faculty members to implement the most efficient use of the library as a learning and resource center. Librarians shall not provide a substantial amount of PCP time, (not more than ½ their time) during their librarian assignment if staffed at 1.0 FTE. Those working a .5 FTE assignment will not be required to do PCP.
 - b. All library staff is directly responsible to the Librarian.
7. Five (5) additional days per school, shall be made available for the academic year at per diem rate to be used in the opening and closing of the facilities. One (1) or two (2) of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year.

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8. SEA and SPS agree to establish a committee of staff and parents to explore and make recommendations on how funding of libraries and librarians could be distributed equitably throughout the district.

SECTION N: WORLD LANGUAGES

1. World languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered.
2. World language programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
3. World language teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

SECTION O: SCHOOL NURSES

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.
2. One additional FTE per year will be added on top of the weighted staffing standards. Effective 2018-19, 5.0 FTE added to nursing allocation. The SEA and SPS agree to reopen negotiations if the ratio of District allocation nurses equals 1:1000.
3. One-half (.5) day released time or the equivalent amount of monies shall be provided monthly for all school nurses to meet under the direction of the Health Services Supervisor for the purpose of professional development on matters that will assist in meeting the needs of the students within the SPS, or to provide staff development for school nurses. Loss of time at sites will be commensurate with the percentage of time assigned to the schools.
4. The SPS Student Health Services administration, Governance Council and the school nursing staff will continue to examine the SCHOOL HEALTH SERVICES REGULATIONS AND PROCEDURES HANDBOOK.
5. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at ~~his/her~~ their own option, choose to schedule ~~his/her~~ their lunch break to provide health care during the students' lunch period.
6. When substitute nurses are employed, they shall be paid at the same rate as the substitute.
7. Nurses shall be freed from responsibility to building professional development activities on workdays prior to students' arrival, although they may elect to participate.
8. A pool of five days per nursing site will be shared among nurses as determined by the PLT. ~~In addition nurses will receive three (3) days compensation at per diem per site prior to the beginning of school.~~ These days will be used by the nurses to fulfill their responsibilities in developing and implementing health plans for students with illnesses, immunization compliance, health room setup, and other ~~beginning of school year~~ activities. Days will be paid at per diem and will not be pro-rated by FTE. Instead, on a per school basis, nurses will be permitted to work ~~three full days before the start of school,~~ based on the standard working day outlined in Article IX, Section A of the CBA.
9. Health Services Delivery. The staff or an appropriate Building Committee, including a SAEOP representative and the Principal, will annually discuss how to provide health services to students

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

when a school nurse or health assistant is not present. (Held at the start of the school year and again as the budget is being prepared.)

10. The District will make provisions to collect medications for disposal from nurses.
11. Upon request of a nurse or the department, a cell phone will be provided to a nurse for the purpose of monitoring and managing student health needs.

SECTION P: ELEMENTARY AND K-8 COLLABORATION TIME

~~All elementary and K-8 employees will receive an additional hour per week of paid collaboration time that is focused on student achievement and aligned with the SPS Strategic Plan. Building staff will determine how best to schedule this additional collaboration time. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.~~

~~Beginning in 2017-18, one hour per week of paid collaboration time will be incorporated into the seven and one-half (7.5) hour elementary and K-8 school day and added into the secondary day. Non-supervisory certificated employees will receive an hour per week for work conducted outside of the regular workday as a result of collaboration time conducted within the existing work day. This time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.~~

~~Additionally, eight (8) hours of technology time will be available for all certificated non-supervisory staff in 2017-18. Technological training time will be made available for eight (8) one-hour periods during the school day—although technological training may occur at any time during the school year. A form confirming that training has been completed must be submitted to be paid. No more than eight (8) hours of technology time may be earned by any individual employee. If the 2016-17 Buildings, Technology and Academics/Athletics levy is rejected by the voters, the eight (8) hours of tech time described above will be converted to common planning time.~~

SECTION Q P: CAREER AND TECHNICAL EDUCATION CHAPTER ADVISORS

Unless they are provided with an additional prep period to support this work, ~~effective 2016-17~~, each high school will provide up to three (3) stipends at the Subject Matter Specialist 1 rate to CTE chapter advisors for OSPI Recommended Leadership Extra-Curricular Activities and SPS CTE Approved Leadership Programs.

If there are more than three (3) eligible CTE advisors at a given school, the stipends will be distributed at principal discretion after consultation with the CTE advisors.

ARTICLE X: GRIEVANCE PROVISIONS

ARTICLE X: GRIEVANCE PROVISIONS

SECTION A: PURPOSE

The purpose of these provisions is to provide for the orderly and expeditious adjustment of grievances.

SECTION B: DEFINITIONS

As used in these grievance provisions:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by the misinterpretation or inequitable application of written SPS regulations, rules, procedures, or SPS practices and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the SPS covered by this Agreement having a grievance or the SEA.
3. "SEA" has the meaning attributed to an employee organization in Chapter 41.59 RCW.
4. "Day" means a calendar day.
5. "Working day" means a day on the student calendar excluding holidays and winter and spring vacations.

SECTION C: INITIAL GRIEVANCE PROVISIONS

The adjustment of grievances shall be accomplished as rapidly as possible in order to resolve the grievance promptly.

1. To expedite resolution, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred.
2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
3. At Steps 1, 2 and 3, failure of the appropriate SPS administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
7. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate

ARTICLE X: GRIEVANCE PROVISIONS

SPS administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

SECTION D: GRIEVANCE PROCEDURE

1. Step 1: Informal Discussion: An employee shall first take up a complaint or problem with ~~his/her~~ their immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for the conference.
 - a. The employee must notify the immediate administrative supervisor before the end of the informal discussion that ~~he/she~~ they considers the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that ~~he/she~~ the grievant is expected to adhere to the grievance process as outlined below.
 - b. The immediate administrative supervisor may make a determination during the informal discussion and communicate ~~his/her~~ their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.
 - c. The immediate administrative supervisor may elect to provide ~~his/her~~ their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.
2. Step 2: If the employee is dissatisfied with the outcome of Step 1, ~~he/she~~ they may, within ten (10) working days after the receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations with a copy to the immediate administrative supervisor.
 - a. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
 - b. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.
 - c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.
3. Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2, the grievant may request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.
 - a. The Department of Labor Relations will assign the grievance to an appropriate Central administrator for review and conference at Step 3.
 - b. The conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.
 - c. A written response shall be mailed/given to the grievant by the designated Central administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

ARTICLE X: GRIEVANCE PROVISIONS

4. Step 4, Arbitration: If the grievance is not adjusted to the satisfaction of the grievant under Step 3, within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the SEA may, within that time constraint, submit the grievance to final and binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. The arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: EXPEDITED ARBITRATION

Procedure: Upon mutual consent of the SEA Executive Director and the SPS's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, the arbitrator shall hold a hearing within twenty (20) days of ~~his/her~~ their selection. The hearing shall be preceded by at least ten (10) working days' notice to both parties of the time and place of the hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth ~~his/her~~ their finding of fact, reasoning and conclusions of the issues submitted. No court reporter(s) will be used.

SECTION F: POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in ~~his/her~~ their award the financial reimbursement as the arbitrator judges to be proper.
3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: EXPENSES OF ARBITRATION

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: SUPPLEMENTAL CONDITIONS

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or SPS administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of grievances shall be filed separately from the grievant's personnel file.
3. At each step of the procedure for adjusting grievances the grievant may request to be accompanied by a representative of the SEA, provided that any employee at any time may present ~~his/her~~ their grievance to the appropriate SPS administrator and have the grievance adjusted without the

ARTICLE X: GRIEVANCE PROVISIONS

intervention of the SEA, as long as the SEA has been given a reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement, pursuant to RCW 41.59.090.

4. No known agent of an organization in competition with the SEA shall be allowed to process or monitor grievances unless the agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.
5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
6. The Labor Relations Department may maintain a grievance file which holds documents relevant to the grievance.

ARTICLE XI: EVALUATION

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SECTION A: INTRODUCTION

1. The SPS and SEA agree that the evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Outstanding performance should be recognized, opportunities for continuous professional development should be provided to all staff members, and resources should be effectively allocated to provide support for performance improvement.
2. The SPS and SEA agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”
3. The SPS and SEA agree that the highest goals for student achievement are met when teachers, educational staff, administrators, parents, students and the entire community understand and fulfill their shared responsibility for the educational success of all students. The SPS and SEA are jointly committed to pursuing this vision of shared responsibility on the part of all stakeholders.
4. The SPS and SEA agree that a meaningful and effective evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The SPS and SEA agree that these principles will be advanced by an evaluation system that is conducted in a manner that fosters open and candid communication, that recognizes all factors that affect performance, and by a mutual commitment to assist all employees to meet or exceed performance expectations.
5. Individual employees and their evaluators shall jointly set goals for professional development and establish performance expectations that are consistent with the individual school’s Continuous School Improvement Plan (CSIP), the SPS’s educational philosophy, this Collective Bargaining Agreement, OSPI guidelines, and State law.
6. The SPS and SEA agree that within the requirements and expectations of the instructional framework, teachers will be allowed to exercise their professional judgment in selecting instructional strategies that are aligned to school CSIPs, district goals and meet student needs.
7. Upon mutual agreement, the parties may select a different OSPI approved instructional framework.

SECTION B: JOINT PROFESSIONAL GROWTH AND EVALUATION WORKING GROUP PEER ASSISTANCE AND REVIEW (PAR)

1. ~~The parties agree that the Joint Professional Growth and Evaluation Work Group will monitor the state-mandated evaluation system, including eVAL, the state online evaluation tool. The work group will gather feedback and recommend adjustments to the system and applicable forms and quick guides, as needed.~~
1. ~~The following parameters will continue to guide the work of the work group: PAR Panel:~~
 - a. The work group consists of 12 people, 6 selected by SEA and 6 selected by SPS. During the 2018-2019 school year, there will be a PAR Panel composed of six (6) SEA members and six (6) Principal’s Association of Seattle Schools (PASS) members. In 2019-2020, there will be

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eight (8) SEA and eight (8) PASS members. These will be representative of elementary, middle and high school. SEA and SPS will each appoint a non-voting, due process observer who will be present for PAR Panel presentations and will be part of each monthly meeting. SEA and PASS will each appoint a co-chair.

- b. Operating beliefs: PAR Panel members have term limits of three (3) years that are rotationally balanced to manage entering/leaving of members. Beginning 2019-2020, two (2) members will be designated as the “first cohort” and will have a one (1) – year term. Three (3) members will be identified as the “second cohort” and have a two (2) – year term. Three (3) members will be identified as the “third cohort” and will have a three (3) – year term (this will include the four (4) new Panel members added in 2019-2020). The co-chairs will determine these cohorts.
- 1) ~~The purpose of every evaluation is to help strengthen every employee in his or her practice to maintain a professional standard.~~
 - 2) ~~Schools are lifelong learning communities, where continuous professional development and growth are practiced,~~
 - 3) ~~Data is one source of information to assist teachers in reflecting on student learning, classroom environment and instruction. A clear understanding of both the usefulness and limitations of data is critical to both performance evaluation and goal setting,~~
 - 4) ~~A safe learning environment for students and teachers is one where innovation is encouraged and professional judgment is respected. Concise and consistent communication among all parties involved in the evaluation process is critical.~~
 - 5) ~~Charlotte Danielson’s Framework for Teaching Evaluation Instrument (2013) as a foundation for the PG&E evaluation system. The instructional framework cross referenced to the state criteria is included in Appendix H.~~
- c. The parties will work to ensure that the panel reflects the racial and cultural diversity of Seattle Public School students.
- d. The parties will work to identify qualified educators whose experience reflects work in:
- 1) Racially and culturally diverse settings
 - 2) Diverse grade bands (ES, MS and HS levels)
 - 3) Diverse programs and content areas
- e. The evaluator will make a summative evaluation by May 1 based on evidence collected for any classroom teacher who is off schedule. (for those new to profession or district) or below proficient (for those on continuing contracts).
- f. The PAR Panel convenes, reviews cases, issues recommendations, and conducts any requested hearings following receipt of the summative report and summative evaluation and no later than five working days prior to May 15th.
- g. The PAR Panel will make one of the following recommendations in each case:
- 1) Exit from PAR

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- 2) Provide continued PAR support
 - 3) Non-renewal
 - h. Teachers have the right to a hearing in front of the PAR Panel following receipt of a PAR Panel recommendation of non-renewal. Following which the PAR Panel will make a final recommendation no later than five (5) working days prior to May 15th.
 - i. In the case of non-renewal, the PAR Panel makes their recommendations to the Superintendent.
 - j. The Superintendent under RCW 28A.405 retains the final decision and ability to act regarding non-renewal.
2. ~~Upon mutual agreement, the parties may select a different OSPI approved instructional framework.~~
How Staff Qualify for CT Support:
- a. Provisional Contract Teachers:
 - 1) New to the profession teachers, in their first year, will be assigned a CT.
 - 2) A second year of CT support may be offered at the recommendation of the PAR Panel.
 - 3) Third year Provisional teachers will be assigned a CT if concerns are raised following their first observation.
 - b. Continuing Contract Teachers:
 - 1) A first basic or unsatisfactory rating will qualify a continuing teacher into the PAR program and qualify them for CT support, except that:
 - a) For the 18-19 school year, continuing contract teachers off the performance schedule as of June 2018 will be assigned a CT but will have the option of whether or not to enter PAR.

SECTION C: DEFINITIONS:

1. **Artifacts** shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
2. **Classroom Teacher** shall mean a contracted certificated employee who provides instruction to regularly recurring and specifically defined groups of students.
3. **Component** shall mean the sub-section of each criterion.
4. **Comprehensive Summative Evaluation** shall mean the required annual performance evaluation for certificated employees. This evaluation includes the employee's body of work throughout the course of the school year. For classroom teachers, this encompasses all eight criteria and student growth rubrics embedded in criteria 3, 6, and 8, and also includes a student growth impact rating separate from the final summative score of eight criteria. For non-classroom certificated employees, this encompasses all four domains. The comprehensive evaluation must be completed at least once every four years.

ARTICLE XI: EVALUATION

5. **Criterion** shall mean one of the eight (8) state defined categories to be scored in accordance with TPEP.
6. **eVAL** shall refer to the online evaluation system that supports the professional growth and evaluation process that is aligned to TPEP for which all evaluators and classroom teachers shall use.
7. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements with an emphasis on developing rater reliability.
8. **Evidence** shall mean examples (e.g. relevant conversations, certificated employee report of events/practice) or observable practices of the certificated employee's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the authentic course of professional practice throughout the year. Anonymous sources shall not be used as evidence.
9. **Final Summative Evaluation Rating** shall mean the overall rating – corresponding to the summative score for teachers on comprehensive evaluation – which ranges from Level 1 (Unsatisfactory) to Level 4 (Distinguished). (Used only for classroom teachers).
10. **Final Summative Score** for Classroom Teachers on comprehensive evaluations shall mean the sum of all 8 criterion scores and is determined by the OSPI approved scoring band, which determines the final summative evaluation rating, and for teachers on focused evaluations shall mean the final score on the focused criterion. (Used for classroom teachers only).
11. **Final Summative Evaluation Rating for Non-Classroom Certificated Employees on comprehensive evaluations shall mean the rating based on the preponderance of evidence scored at the domain level, determined by the following methodology:**
 - a. If four (4) domain scores are the same, then that score is the final summative score
 - 1) Ex: PPPP=P
 - b. If three (3) domain scores are the same, and the fourth (4th) domain score is not U, then the majority score is the final summative score
 - 1) Ex: PPPB = P
 - 2) Ex: DDDP = D
 - 3) Ex: PPPD = P
 - c. If the domains are two (2) of one (1) score and two (2) of another score (meaning adjacent on the rating scale, as in DP, PB, and BU), then the lower score is the final summative score.
 - 1) Ex: DDPP = P
 - 2) Ex: PPBB = B
 - d. If the domains are two (2) of one (1) score and two (2) of another score and the scores are not adjacent, and one is not U, then the intermediate score is the final summative score.
 - 1) Ex: DDBB = P
 - e. If the domain scores are D or P with one (1) U, the final summative score shall be B and the employee will be placed on a Professional Growth Support Document.
 - f. If two (2) domains are rated U, the final summative score shall be U and the employee will be placed on a Performance Improvement Plan.

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- g. If the employee is provisional and receives a U in any domain, the final summative score shall be U and the employee may be terminated.
12. **Focused Summative Evaluation** shall mean the required annual performance evaluation for continuing status certificated employees who have received a final summative evaluation rating of proficient or distinguished on their most recent comprehensive summative evaluation. A focused evaluation will specify one criterion (for classroom teachers) or one domain (for non-classroom certificated employees) to be evaluated throughout the school year. Classroom teachers on focused evaluations will not receive a student growth impact rating but will monitor growth and achievement during the year. A focused evaluation must be performed in any year that a comprehensive evaluation is not required. (see section GH of this Article).
13. **Formal Observation** shall mean an observation that is scheduled and includes a pre-observation and post-observation conference. Formal observations and subsequent report will be on the observable components of the Charlotte Danielson Framework embedded in TPEP for classroom teachers, or the appropriate framework rubrics for non-classroom certificated employees.
14. **Non-classroom Certificated Employee** shall mean a contracted certificated employee who does not fall under the Classroom Teacher definition above, shall include but not be limited to ESA's (Educational Staff Associates), Counselors, Teacher-Librarians, Instructional Coaches, Consulting Teachers, Curriculum Specialists, House Administrators, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.
15. **Not Judged Satisfactory** shall mean receiving an evaluation rating of:
- a. Level 1: (Unsatisfactory)
 - b. Level 2: (Basic) if the certificated employee has continuing status with more than five (5) years of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
16. **Performance Expectations:** The minimum expectations for satisfactory performance established by the state of Washington in RCW.28A.405.100 for all certificated employees
- a. **Teachers with Provisional Status—New to Teaching:**
The Performance Schedule for provisional teachers shall mean the adopted performance expectations schedule that requires minimum final summative evaluation score for provisional teachers (as identified in RCW 28A.405.220) (Year 1-score of 16; Year 2-score of 18; Year 3-score of 20 with no ratings of one (1) in any single criterion).
 - b. **Teachers with Provisional Status—with 4 or more years teaching experience** must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher with no ratings of one (1) in any single criterion.
 - c. **Teachers with Continuing Status** – must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher for a comprehensive evaluation. The final summative evaluation rating for a focused evaluation shall be the final summative evaluation rating for the teacher's most recent comprehensive evaluation.
 - d. **Non-classroom Certificated Employees – New to Profession:**

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The Performance Schedule for provisional non-classroom certificated employees shall mean the adopted performance expectations schedule that requires minimum final summative evaluation ratings for provisional certificated employees (as identified in RCW 28A.405.220) (Year 1- proficient in one domain; Year 2- proficient in two domains; Year 3- proficient in three domains with no ratings of Unsatisfactory in any single domain.)

- e. **Non-classroom Certificated Employees with Provisional Status—with 4 or more years experience** must have a final summative evaluation rating of ~~3-proficient~~ Proficient or above ~~in all four (4) domains~~ with no ratings of Unsatisfactory in any single domain.
 - f. **Non-classroom Certificated Employees with Continuing Status-** must have a final summative evaluation rating of ~~3-proficient~~ Proficient or above ~~in all four (4) domains~~ for a comprehensive evaluation, ~~and a~~ The final summative evaluation rating of 3-proficient or above in one (1) domain for a focused evaluation shall be the final summative evaluation rating for the non-classroom certificated employee's most recent comprehensive evaluation.
17. **Preponderance of Evidence** shall be based on the certificated employee's overall body of work collected throughout the school year and reflect the scope of the components within a criterion (for classroom teachers) or domain (for non-classroom certificated employees). It shall not be based on a single component in isolation or based upon a single observation.
 18. **Provisional Certificated Employees** include the following: Employees new to teaching or other certificated job categories, employees new to Washington, and employees who have come to Seattle from another Washington school district. Provisional certificated employees are referred to as P1s, P2s, or P3s, depending on their experience, certificated employment history in the state of Washington, and/or in the district. Employees will undergo a Human Resources assessment to determine placement on the provisional ladder (P1, P2, P3).
 19. **SMART Goal** shall mean that the goal is specific, measurable, attainable, relevant and time bound.
 20. **Student Growth Data** shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be relevant and may include classroom-based, school-based, district-based, and/or state-based measures. Any assessments associated with team growth goals must be relevant and appropriate.
 21. **Student Growth Impact Rating** refers to the overall rating from Student Growth Rubrics ("SGR") 3.1, 3.2, 6.1, 6.2 and 8.1. This rating is only calculated for classroom teachers evaluated on the Comprehensive Evaluation cycle. (See Appendix ~~H~~K)
 22. **TPEP (Teacher Principal Evaluation Project)** shall refer to the evaluation system for Classroom Teachers which was established by RCW 28A.405.100 and implemented beginning with the 2013-14 school year.

SECTION D: GENERAL TERMS & PROCEDURES FOR EVALUATIONS OF CERTIFICATED EMPLOYEES

The district will continue to develop and improve a calibration system and provide training to monitor and support consistent application of PG&E with an emphasis on rater reliability.

1. **All contracted certificated employees** must receive ~~an annual performance evaluation~~ of either a comprehensive evaluation or a focused evaluation annually. All certificated employees shall receive a comprehensive summative evaluation at least once every four years.
 - a. **For Classroom Teachers:**

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- 1) All certificated classroom teachers must receive annual performance evaluations as provided in section 12 of RCW 28A.405.100.
 - 2) A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.
- b. **For Non-Classroom Certificated Employees:**
- 1) The components of PG&E for non- classroom teachers are based on the Charlotte Danielson's, Enhancing Professional Practice: A Framework for Teaching (ASCD 2007), which includes evaluative criteria, four domains, a four level rating system of Distinguished-4, Proficient-3, Basic-2, and Unsatisfactory-1. Each job category will use the SEA and SPS jointly developed rubric for its job category.
 - 2) A comprehensive summative evaluation assesses all four domains of the rubric for each job category.
2. **Annual Comprehensive Summative Evaluation:** The following categories of certificated employees shall receive an annual comprehensive summative evaluation.
- a. Certificated employees who are provisional employees under RCW 28A.405.220
 - b. Any certificated employees who received a comprehensive summative evaluation performance rating of 1- Unsatisfactory or 2- Basic in the previous school year.
 - ~~c. For 2015-2017 the district evaluators will decide which of the remaining experienced certificated employees who have yet to be on a comprehensive summative evaluation, so that by the school year 2016-2017 all certificated employees who have been employed by SPS since 2013 will have been on a comprehensive summative evaluation at least once.~~
 - c. By certificated employee or evaluator decision (see *Section H G of this article*)
3. **Annual Focused Summative Evaluation;** After successful completion of a comprehensive summative evaluation, a continuing certificated employee will:
- a. Return to a focused evaluation.
 - b. A certificated employee will remain on the Focused Evaluation until the designated time (year) they are determined to have a comprehensive evaluation, unless moved to a comprehensive evaluation as noted in section G of this Article.
 - c. **For Classroom Teachers:** a focused evaluation includes an assessment of one of the eight criteria selected for a performance rating and an associated student growth rubric as adopted by OSPI plus professional growth activities specifically linked to the selected criteria.
 - 1) The criterion area to be evaluated shall be proposed by the teacher at the first goal setting conference, and must be approved by the evaluator. A group of teachers or PLC may focus on the same evaluation criteria.
 - 2) If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - 3) If the employee chooses criterion 8, they must also submit a SMART goal consistent with the language in the 8.1 rubric (develop measures, monitor growth). One does not additionally need to choose the student growth component in criterion 3 or 6.

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- 4) The evaluator must assign the same or higher a summative evaluation rating for the focused evaluation (selected criterion) as the rating on the most recent comprehensive evaluation. using the methodology adopted by OSPI for the Charlotte-Danielson framework. This shall be completed on the Focused Evaluation Form
- d. **For Non-Classroom Certificated Employees:**
- 1) The focused evaluation includes an assessment of one of the four domains selected for a performance rating for that school year. allows for the employee to concentrate and set goals in one domain. The employee will only be evaluated and rated on that one domain for the time the employee is using the focused evaluation.
 - 2) The domain area to be evaluated shall be proposed by the non-classroom certificated employee at the first goal setting conference, and must be approved by the evaluator. A PLC may focus on the same evaluation criteria.
4. By **October 15**, each certificated employee shall be given a copy of the evaluation criteria procedures and timelines, and any other relevant forms appropriate to the certificated employee's job category. At this time, a certificated employee will be notified of their assigned evaluator and whether the certificated employee's annual performance evaluation will be a comprehensive or focused evaluation.
5. **Evaluation training:** Certificated employees will be offered consistent and accurate training in the PG&E process each year.
6. **Designation of evaluator:**
- a. Within each school building/program, the principal/manager or designee will be responsible for completing an annual performance evaluation for every employee whose major portion of assignment is in that building/program. The evaluator must be trained to use the instructional framework.
 - b. A certificated employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee. If a concern is identified in either building, the employee will receive an evaluation from each supervisor.
 - c. Employees assigned to a building (or buildings) from central administration will be evaluated by their supervisor, with input from the building principal or designee. With agreement from the building administrator and district supervisor, an ESA employee may be evaluated by the building administrator in lieu of their district supervisor.
 - 1) Any ESA who is off the performance schedule will be evaluated by an evaluator with an ESA credential. The District shall make a reasonable effort to provide a second evaluator certified in the ESA's field of work or to consult with an outside expert in the ESA's field of work.
 - d. Non-classroom certificated employees assigned to a building from central administration will be evaluated by their supervisor, with input from the building principal or ~~his/her~~ their designated administrator.
7. **Goal Setting Conference:**

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By November 15th of each year, the evaluator will meet with each certificated employee. The purpose of this meeting is for certificated employees to reflect on their practice and set goals for the year:

- a. For **Classroom Teachers**: goals shall be based upon the eight TPEP criteria and will include student growth goals. Teachers on comprehensive evaluation will set student growth goals for the classroom (SG 6.1) (determined by the individual or department/grade level team) and the subgroup (SG 3.1), as well as team goal (SG 8.1) on a goal-setting form. Goals may be nested. Teachers on a focus evaluation will choose one criterion and one of the student growth goals to address. (See Section D.3.c. in this article).
 - 1) Each goal must identify more than one measure of student growth data, and may include classroom-based, school based, district-based, and/or state measures. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. In consultation with the evaluator, it will include teacher initiated and mutually agreed upon formal and informal assessments of student progress. Nothing precludes an administrator from offering alternative suggestions of ways to assess the goal.
- b. For **Non-Classroom Certificated Employees**: goals shall be based upon the appropriate Charlotte Danielson rubric for each job category. The evaluator and the certificated employee will mutually set two professional growth goal(s) (SMART) and agree to the manner in which they will be measured.

8. **Observations:**

During each school year all certificated employees shall be observed for the purposes of evaluation at least twice in the performance of their duties. The evaluator is always required to share timely feedback on performance and to provide appropriate supports.

- a. **Observations For Provisional Certificated Employees on Comprehensive Evaluations**
 - 1) A formal observation will occur before winter break or during the first 90 calendar days of employment, whichever is later.
 - 2) For P1 and P2 Provisional employees, the evaluator will conduct at least two (2) formal observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be for a period of thirty (30) minutes.
 - 3) For P1, P2, and P3 Provisional employees, the first observation will be no less than thirty (30) minutes. For employees new to the district, the first observation will occur during the first ninety (90) calendar days of employment.
 - 4) For P3 employees, the evaluator will conduct at least three (3) observations for a minimum total of ninety (90) minutes. At least two (2) such observations will be formal.
 - 5) A pre-observation conference to discuss professional activities to be observed will be held prior to each formal observation.
 - 6) The evaluator must schedule a post observation conference within five (5) working work days of the formal observation and provide the employee with a copy of the written observation report within five (5) working work days of the post observation conference. The observation report will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.

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- 7) The employee may respond to the observer/evaluator regarding the Observation Report in writing within five (5) ~~working work~~ days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.
- 8) Information gathered during informal observations may be included in the summative evaluation. Within 5 days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 9) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than 20 workdays after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

b. Observations for Continuing Certificated Employees on Comprehensive Evaluations

The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be formal and for a period of thirty (30) minutes.

- 1) A formal observation will occur before winter break. ~~or during the first 90 calendar days of employment, whichever is later.~~
- 2) A pre-observation conference to discuss professional activities to be observed will be held prior to the first required formal observation. For any subsequent observation, a pre-observation conference may be requested by either the teacher or the evaluator.
- 3) The evaluator must schedule a post observation conference within five (5) ~~working-work~~ days of the observation and provide the employee with a copy of the written observation report within five (5) ~~working work~~ days of the post observation conference. The observation report (~~Appendix H~~) will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.
- 4) The employee may respond to the observer /evaluator regarding the Observation Report in writing within five (5) ~~working work~~ days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.
- 5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 6) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than twenty (20) work days after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

c. Observations for Continuing Certificated Employees on Focused Evaluations

- 1) The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one of these

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observations will be scheduled in advance. The evaluator and the certificated employee will plan so that the observations will be based on their focused criterion/domain

- 2) A pre and a post-observation conference may be requested by either the teacher or evaluator.
- 3) The evaluator must promptly document the results of the observation in writing, and provide the employee with a copy of the written observation-feedback within five (5) work days after such report is prepared.
- 4) The employee may respond to the observer regarding the written observation feedback within five (5) work days of receiving the observation feedback. Any response made by the employee will be attached to and filed with the evaluator's written observation feedback.
- 5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.
- 6) If concerns are raised, reasonable time will be provided to allow an opportunity to improve. This provision will not apply in situations where the evaluator's opportunity to observe is compromised.

9. **Annual Summative Evaluation and Conference for Comprehensive and Focused:**

All certificated employees will receive an annual performance evaluation and final summative evaluation performance rating. Evaluations must be completed by June 10.

- a. No later than June 5th the evaluator and certificated employee shall meet to discuss the certificated employee's final summative evaluation performance rating. In order to determine the final summative performance rating the evaluator will start from the premise that the certificated employee is proficient. The performance rating must be determined by the preponderance of evidence based on an analysis of the certificated employee's overall body of work/performance over the course of the year.
- b. The certificated employee may provide additional evidence for each criterion (or domain for non-classroom certificated employees) to be scored. Certificated employees will only be required to provide 2-4 pieces of evidence for each criterion (or domain for non-classroom certificated employees).
 - 1) **For Classroom Teachers:** If the evaluator assigns the teacher a criterion score below a three (3), the evaluator shall provide evidence to support the criterion score(s). The evaluator shall identify the individual component(s) of concern within a criterion and show corresponding evidence. If an evaluator does not rate a classroom teacher Distinguished in a criterion and the teacher believes they are, the teacher will have the burden of proof. The evaluator/teacher shall identify the individual component(s) of distinction within a criterion and show corresponding evidence. The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion. See section E of this article.
 - 2) **For Non-Classroom Certificated Employees:** If an evaluator believes that an employee is Basic or Unsatisfactory in a domain, the evaluator will have the burden of proof to show evidence for the rating. The evaluator shall identify the individual component(s) of concern within a domain and show corresponding evidence. If an

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evaluator does not rate an employee Distinguished in a domain and the employee believes they are, the employee will have the burden of proof. The employee shall identify the individual component(s) of distinction within a domain and show corresponding evidence. The evaluator shall consider evidence that a certificated employee collected and provided within the relevant domain(s).

~~All non-classroom certificated employees will have the same rights as teachers listed in this article including but not limited to: ESCT support, professional growth documents, performance improvement plans, and the probation process.~~

- c. The evaluator will refer to the performance expectations/schedule as outlined in section C of this article and complete a Comprehensive Summative Evaluation Form and/or a Focused Evaluation Form and provide a copy to the certificated employee and a copy to Human Resources to be placed in the employee's personnel file. Each certificated employee shall sign the evaluation form to indicate receipt. The signature of the certificated employee does not imply that the employee agrees with its contents. Certificated employees shall have the right to attach additional comments or a rebuttal to their Final Summative Evaluation.
- d. The Annual Summative Evaluation and evaluation conferences conducted by the evaluator in the evaluation process are specifically excluded from the representation provisions of Article III, Section C, except that the subsequent discussion of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions

SECTION E: SUMMATIVE PERFORMANCE RATING AND STUDENT GROWTH MEASURES FOR CLASSROOM TEACHERS

1. Final Criterion Scoring for a Comprehensive Evaluation:
 - a. The evaluator will give a final score to each criterion as follows: 4-Distinguished, 3-Proficient, 2-Basic, and 1 Unsatisfactory.
 - b. A 3-Proficient final criterion score is assumed the professional standard of excellence. Classroom teachers are assumed to be 3-Proficient and evidence is collected in the normal course of professional practice.
 - c. If the preponderance of evidence reflecting the scope of the components within a criterion leads an evaluator to believe that an employee is Basic or Unsatisfactory in a criterion, the evaluator will have the burden of proof to show evidence for the rating. If an evaluator does not rate an employee Distinguished in a criterion and the employee believes ~~he/she is they~~ are, the employee will have the burden of proof.
 - 1) To modify a final criterion score to above a 3, the evaluator or teacher shall identify the component(s) of distinction within a criterion and show corresponding evidence.
 - 2) To modify a final criterion score to below a 3, the evaluator shall identify the component(s) of concern within a criterion and show corresponding evidence.
 - 3) In the event that the preponderance of evidence leads an evaluator to believe that a teacher is evenly divided between two criterion scores, the higher of the two criterion scores shall be given and used as the final criterion score.
 - 4) The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion.

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2. Comprehensive Summative Evaluation Performance Rating

- a. The final summative comprehensive performance evaluation rating assumes that a Level 3, Proficient is the professional standard of excellence. (Refer to Performances Expectations Section C of this Article)
- b. Following state guidelines, a classroom teacher shall receive a final criterion score for each of the eight (8) state evaluation criteria. The final summative score is determined by totaling the eight (8) criterion-level scores. For teachers with a continuing status, total scores and corresponding performance ratings are as follows:
 - 1) 29-32: Level 4, Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice
 - 2) 22-28: Level 3, Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional development.
 - 3) 15-21: Level 2, Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their career but insufficient for more experienced teachers. This level requires specific support.
 - 4) 8-14: Level 1, Unsatisfactory: Professional practice at level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention
- c. Student Growth Impact Rating (*See Appendix I*)

Embedded in the instructional framework are five (5) components designated as student growth components. A student growth goal is specific, measurable, attainable, relevant, and time bound. These components are embedded in criteria as:

- 1) 3.1 Establish Student Growth Criteria (RE: individual or sub groups)
- 2) 3.2 Achievement of Student Growth Goals (RE: individual or sub groups)
- 3) 6.1 Establish Student Growth Goals using multiple Student Data Elements (RE: whole class based on standards)
- 4) 6.2 Achievement of Student Growth Goals (RE: whole class based on standards)
- 5) 8.1 Establish Team Student Growth Goals

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The Student Growth Impact Rating is generated by combining the five (5) student growth component scores from criteria 3, 6, and 8. Evaluators add up the raw score (1-4) on these components and the employee is given a total score:

- 1) 18-20—High
 - 2) 13-17—Average
 - 3) 5-12—Low
- d. If a teacher receives a 4 – Distinguished summative score and a Low student growth impact rating, they must be automatically moved to the 3 – Proficient level for their overall summative performance rating.
3. Student Growth Inquiry Process

A “Low” Student Growth Impact Rating triggers a comprehensive evaluation (in the following year) and a student growth inquiry regardless of the Summative Performance Rating. In addition, one (1) or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices; and/or
 - b. Examine extenuating circumstances which may include one (1) or more of the following: goal setting process, content and expectations, student attendance, extent to which curriculum, standards and assessment are aligned; and/or
 - c. Schedule monthly conferences with the evaluator focused on improving student growth to include one (1) or more of the following topics: student growth goal revisions, refinement and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and/or
 - d. Create and implement a professional development plan to address student growth areas.
 - e. In addition, the teacher and evaluator can access and consult on how to use up to \$500 of the improvement fund (as detailed in Article II, Section C, 21).
4. Final Criterion Scoring for Focused Summative Evaluation:

A Focused Evaluation is used when a teacher is not evaluated using a Comprehensive Summative Evaluation, and will include evaluation of one of the eight state criteria. The evaluator must assign the same or higher summative evaluation rating as was received on the most recent comprehensive evaluation for the focused evaluation (selected criterion) using the methodology adopted by OSPI for the Charlotte Danielson framework embedded in TPEP.

SECTION F: PEER ASSISTANCE AND REVIEW (PAR) COMMITTEE

~~SPS and SEA agree to develop a Peer Assistance and Review (PAR) program using an interest-based bargaining process during the term of this collective bargaining agreement. The PAR program will focus on supporting and elevating the teaching profession by providing peer feedback and calibrated review during the evaluation process. A working group will enter into a facilitated process with an agreed-upon facilitator, no later than sixty (60) days after the ratification of this contract, in which the parties work to design authentic indicators of teacher performance and discuss the role of assessments in teacher evaluation.~~

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The working group will work with the National Education Association (NEA) and the Montgomery County Public Schools to ensure the process and outcomes are aligned with best practices in district/union collaboration aimed at supporting and elevating quality teaching.

SPS and SEA agree to eliminate Article XI, Section F, District-Determined Student Growth Ratings, for the term of this contract.

SPS and SEA agree that a focus on student performance on tested subjects should not diminish our efforts to raise student achievement in non-tested subjects.

1. ~~When state or district summative assessments are administered in the spring, the results of these assessments will be used by the district to calculate student growth ratings in the fall after scores from the previous spring are available.~~
 - a. ~~District-determined student growth ratings apply only to teachers of tested subjects for whom a common state or district summative assessment aligned to state standards is administered in the spring.~~
 - b. ~~District-determined student growth ratings are independent of, and in addition to, the State mandated Student Growth Impact Rating determined by the teacher's evaluator using the student growth rubric.~~
 - c. ~~Student growth ratings will be based on a two-year rolling average.~~
 - d. ~~The District will calculate each teacher's rating by using a valid, reliable and transparent methodology as agreed upon by SEA and SPS. SEA and SPS will, in partnership, continue to examine and refine the methodology.~~
 - e. ~~Students must be enrolled 80% of the time and must be in attendance 80% of that time to have their assessment results counted in the district-determined student growth rating.~~
 - f. ~~To ensure that teachers of challenging student populations are assessed fairly, the district's student growth methodology will factor in the student composition of teachers' classrooms, including the proportion of English learners, students who qualify for free/reduced lunches, and students with disabilities.~~
 - g. ~~For teachers of subjects that are assessed by the state, the final rating will be contingent on the receipt of final state assessment data; a written report will be issued to each teacher within 30 days of the district's receipt of the final assessment report from the state.~~
 - h. ~~The aggregate performance of a teacher's students on each assessment will be rated according to a 100-point scale signifying the following:
 - 1) ~~Low growth: less than 35~~
 - 2) ~~Average growth: 35-65~~
 - 3) ~~High growth: more than 65~~~~
 - i. ~~Teachers of tested subjects who receive a low district-determined student growth rating will be observed both formally and informally in the first ninety (90) days and will participate in a student growth reflective inquiry process regardless of their Summative Performance Rating. In order to support the teacher's reflective practice, one (1) or more of the following must be initiated by the evaluator:~~

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- 1) ~~Examine student growth data in conjunction with other evidence including observation artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices; and/or~~
 - 2) ~~Examine extenuating circumstances which may include one (1) or more of the following: goal setting process, content and expectations, student attendance, extent to which curriculum, standards and assessment are aligned; and/or~~
 - 3) ~~Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics: student growth goal revisions, refinement and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and/or~~
 - 4) ~~Create and implement a professional development plan to address student growth areas; and/or~~
 - 5) ~~Return to the comprehensive evaluation if principal determines it is the appropriate evaluation cycle.~~
- j. ~~In addition, the teacher and evaluator can access and consult on how to use up to \$500 of the improvement fund (as detailed in Article II, Section C, 21).~~
- k. ~~A district determined low student growth rating based on summative assessments will not impact a teacher's overall Summative Performance Rating as determined by the evaluator.~~
- l. ~~The District Determined Growth Score shall remain confidential as a part of the evaluation system.~~

SECTION G F: RESPONSE TO FINAL SUMMATIVE EVALUATIONS

Comprehensive Evaluation:

1. Employees with **Provisional Status**
 - a. Any second or third year certificated employee with provisional status, who has a comprehensive summative evaluation rating of Level 4 – Distinguished may be converted to continuing status.
 - b. Certificated employees with provisional status, whose final summative evaluation rating fails to meet the performance expectation/schedule as identified in Definitions, Section C, of this Article, will not have their contracts renewed.
 - c. A rating of one (1) on any single criterion ~~will require~~ may result in non-renewal of a provisional certificated employee ~~to be non-renewed~~.
2. Employees with **Continuing Status**
 - a. To be considered for Career Ladder positions, a certificated employee, in addition to meeting position specific criteria, must have a ~~comprehensive~~ summative performance evaluation rating of Distinguished on their most recent comprehensive evaluation. Classroom teachers must have a student growth impact rating equal to Average or High; or have a comprehensive summative performance evaluation rating of Proficient and a student growth impact rating equal to High.

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- b. When an employee with continuing status receives a comprehensive summative evaluation rating of Level 2 (Basic) for the first time in the most recent consecutive three-year time period:
- 1) The employee and the evaluator must collaboratively create a Professional Growth Support Document using the template included in the appendices of this contract.
 - 2) The Professional Growth Support Document will identify appropriate, specific supports, which address the specific concerns identified in the comprehensive summative evaluation.

The specific supports identified may include, but are not limited to the following menu of available supports:

- ~~a) Request the support of an Evaluation Support Consulting Teacher (ESCT), if Evaluation Support Team's capacity allows~~
 - a) Professional development sessions focused on areas needing support
 - b) PLCs focused on areas needing support
 - c) Other building-level supports as available (peers, CLTs, teams, coaches)
 - d) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluation. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the employee's evaluation as in need of improvement; or for other expenditures approved by the evaluator.
- c. The following comprehensive summative evaluation ratings, for employees with continuing status, mean an employee's work is not judged satisfactory:
- 1) **Level 1** (Unsatisfactory); or
 - 2) **Level 2** (Basic); if the certificated employee has continuing status with more than five (5) years of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- d. Certificated employees with continuing status, whose work is not judged satisfactory in their comprehensive summative evaluation, by the performance expectations established by RCW.28A.405.100:
- 1) Will be issued a Performance Improvement Plan (PIP) that identifies appropriate, specific supports that address the specific concerns identified in the comprehensive summative evaluation. This plan shall be reasonable and specific and will include the specific evaluative criteria that must be met, and the measures and benchmarks that will be used to determine the teacher's success or failure.

The specific supports identified may include, but are not limited to the following menu of available supports:

- a) Professional development sessions focused on areas needing support
- b) PLCs focused on areas needing support

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- c) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluator. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the Performance Improvement Plan.
- 2) Classroom teachers ~~W~~ill be offered the support of an ~~Evaluation Support~~ a Consulting Teacher (ESCT)
- 3) May be placed on probation.
- e. When a continuing contract employee with continuing status and five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the District shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Focused Evaluation:

~~The final focused criterion/domain score from the comprehensive evaluation is carried through the focused evaluation period for teachers who have completed the comprehensive evaluation and have received a level 3 – Proficient or level 4 – Distinguished, and have been moved to the focused evaluation cycle. will be considered the final summative score for focused evaluations and final summative evaluation rating.~~

- 1. ~~Certificated employees with continuing status, who receive a focused final summative rating of Level 2 (Basic):~~
 - a. ~~Will be moved to the comprehensive cycle~~
 - b. ~~The evaluator is required to collaborate with the employee to identify appropriate, specific supports, which address the specific concerns identified in the focused summative evaluation.~~
 - c. ~~The employee may request that the evaluator create, collaboratively with the employee, a Professional Growth Support Document to formally identify supports and access additional district-level supports, using the template included in the appendices of this contract.~~
 - d. ~~The specific supports identified may include, but are not limited to the following menu of available supports:~~
 - i. ~~Informal Supports~~
 - a) ~~Professional development sessions focused on areas needing support~~
 - b) ~~Building-level supports as available (peers, teams, coaches)~~
 - ii. ~~Formal Supports (available only with Professional Growth Support Document)~~
 - a) ~~All informal supports above~~
 - b) ~~Request the support of an Evaluation Support Consulting Teacher (ESCT), if Evaluation Support Team's capacity allows~~
- 2. ~~Certificated employees with continuing status, who receive a focused final summative rating of Level 4 (Unsatisfactory):~~
 - a. ~~Will be moved to a comprehensive cycle.~~

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- ~~b. The evaluator and employee are required to collaborate to create a Professional Growth Support Document, using the template included in the appendices of this contract that identifies appropriate, specific supports to address the specific concerns identified in the focused summative evaluation, before November 15.~~

~~The specific supports identified may include, but are not limited to the following menu of available supports:~~

- ~~i. Professional development sessions focused on areas needing support~~
 - ~~ii. Other building level supports as available (peers, teams, coaches)~~
 - ~~iii. A targeted support fund of up to \$500 that will be under the guidance of the employee's evaluator. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the Professional Growth Support Document~~
- ~~c. Will be offered the support of an Evaluation Support Consulting Teacher.~~

SECTION H G: CERTIFICATED EMPLOYEES RETURNED TO A COMPREHENSIVE EVALUATION

1. Every four (4) years every certificated employee with continuing status must receive a Comprehensive Summative Evaluation.
2. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation for the following school year, at any time, under the following conditions:
 - a. At the request of the certificated employee
 - b. At the direction of the certificated employee's evaluator
 - e.g. An employee has a change of assignment (different subject, grade level, or building) and an administrator chooses to move the employee to support the employee in their new assignment
 - c. If the employee received a Final Summative Evaluation Rating of Level 1 or Level 2 in the prior school year. (See Response to Final Summative Evaluation Section G of this Article)
 - d. If the certificated teacher receives a "Low" TPEP Student Growth Impact Rating.
3. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation within a given school year prior to ~~February~~ December 15th.
 - a. If the evaluator identifies areas of concern beyond the focused criterion/domain, or if the certificated employee's performance is consistently below proficiency in that criterion/domain, the evaluator will notify the certificated employee that they are being returned to a comprehensive evaluation.
 - b. If the reason for the return to a Comprehensive Evaluation is due to performance concerns, the evaluator must cite the components of the criterion/domain that are of concern along with evidence that supports cited concerns.

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4. The decision to move an employee to a Comprehensive Evaluation is not grievable, but a meeting of the employee, ~~his/her~~ their SEA representative, the evaluator and the SPS Executive Director of Schools may be called by the employee to discuss the reasons for the change.
5. Certificated employees who are moved to a Comprehensive Evaluation may be provided with a Professional Growth Support Document.

SECTION I: THE EVALUATION SUPPORT CONSULTING TEACHER (ESCT) PROGRAM

~~ESCTs provide individualized instructional support to teachers who have received either a Professional Growth Support Document or Plan of Improvement (PIP) as a result of the evaluation process. The partnership between the ESCT and the teacher is confidential and guided by the areas of concern identified in either the Professional Growth Support Document or Performance Improvement Plan. ESCTs visit participating teachers' classroom, collaboratively generate strategies to address the areas of concern outlined in the plan, and facilitate reflective conversations around instructional growth and student learning.~~

- ~~1. The Evaluation Support Consulting Teacher program offers resources within the school system to help experienced teachers who are having serious difficulties in the performance of their professional duties. In close cooperation with the building principal, the Evaluation Support Consulting Teacher offers support, and monitors progress of each intervention participant to identify next steps toward the criteria detailed in the Professional Growth Support Document or Plan of Improvement (PIP). Other school system personnel assist in the program when requested by the Consulting Teacher.~~
- ~~2. The following aspects of the Evaluation Support Consulting Teacher Program demonstrate the relationships between and interaction among various team members.~~
 - ~~a. When a certificated employee qualifies to receive the support of an ESCT as a result of the evaluation process, the evaluator will inform the certificated employee identified for intervention that an ESCT will be contacting them to offer support.~~
 - ~~b. After a certificated employee has been informed by their evaluator that they qualify for ESCT support, the ESCT will contact the participating certificated employee and arrange to meet with them individually to discuss the intervention process, the parameters of the program, and the types of available support.~~
 - ~~c. Following the initial contact meeting between the participating certificated employee and the ESCT, the ESCT will meet with both the building principal or program manager and the participating certificated employee to review the draft version of the Professional Growth Support Document or Plan of Improvement (PIP) created by the evaluator. The building principal or program manager will identify problems and offer suggestions for improvement.~~
 - ~~d. The ESCT will visit the participating certificated employee's workplace to collect data to share with the certificated employee to inform reflective conversations and develop next steps.~~
 - ~~e. During the participant's involvement in the Evaluation Support Program, various developmental strategies may be employed. The ESCT will frequently visit the participant's classroom, having both pre- and post- reflective conversations as often as practical. ESCTs will not be present when an evaluator is performing a formal observation.~~
 - ~~f. The ESCT will collaborate with subject area consultants and/or other specialists as necessary. The participant may also request assistance from such specialists.~~
 - ~~g. The ESCT will attend pre- and/or post-conferences between the building principal and participating certificated employee as scheduling permits. The ESCT will help to clarify the evaluator's expectations and suggestions by asking questions and/or reframing them for the~~

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~~participating certificated employee. The ESCT may also suggest additional strategies as appropriate.~~

- ~~h. During the intervention process, the building principal may communicate with the ESCT as regularly as necessary regarding the goals and areas being worked on with the participant. The building principal may also share concerns, strategies, and specific areas of focus with the ESCT.~~
 - ~~i. The ESCT may communicate with the building principal regarding the goals and areas being worked on with the participant as often as needed. The ESCT is not part of the evaluation process, and will not share evaluative feedback with the building principal under any circumstances.~~
 - ~~j. Evaluation of the participating certificated employee will follow the agreed-upon timelines in the Performance Improvement Plan and will be the responsibility of the principal or program manager.~~
 - ~~k. Certificated employees who successfully complete their Professional Growth Support Document or Performance Improvement Plan may receive continued ESCT support as program capacity allows.~~
- ~~3. The district will employ four ESCT FTE. If the number of certificated employees in the district rises above 3,700 or below 2,300, the district and the SEA will reopen negotiations to discuss if FTE should be raised or lowered for the following year.~~

SECTION J H: CONSULTING TEACHER PROGRAM

In the 2018-2019 school year, the Evaluation Support Consulting Teacher program and the Staff, Training, Assistance, and Reflection (STAR) program will be renamed as the Consulting Teacher (CT) program.

- 1. Consulting Teacher (CT) Role Overview: CTs have two distinct functions within the SPS Professional Growth & Educator Support System (PGES):
 - a. Mentoring and Coaching Role:
 - 1) CTs provide individualized coaching and instructional support to new-to-profession teachers as well as those teachers with continuing status who have received either a Professional Growth Support Document (PGSD) or Plan of Improvement (PIP) as a result of the evaluation process.
 - 2) In the mentoring/coaching role, CTs perform regular classroom visits to collect formative data, collaborate with the participating teacher to generate strategies to address next steps based on growth towards either the SPS focus components or components of concern, and facilitate reflective conversations around instructional growth and student learning.
 - b. Assessment Role:
 - 1) CTs will perform at least two (2) data collection observations to inform the final CT recommendations. The evidence collected during Data Collection Observations will be used in the writing of the CT Data Reports as well as the CT Mid-Year and Summative Assessments.
 - 2) The final recommendations from the CT Summative Assessment are only shared with the administrator after the administrator has submitted their final summative

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evaluation. The CT will not share evaluative feedback with the building evaluator. In the relationship with the building evaluator, the CT is only discussing target standards, support provided (time, topics, task), and available resources. The building evaluator may share input with the CT at any time.

2. Caseloads and Consulting Teachers

- a. Every effort will be made to assign individual CTs a caseload of fifteen (15) or fewer participating teachers. In no case will a CT's caseload exceed twenty (20) participating teachers. FTE for the consulting teacher team will be projected using an average caseload ratio of 1:17.
- b. CT caseloads will be assigned using a weighted scale to insure equitable workloads across the CT team.

<u>Weight</u>	<u>Teacher Context</u>
<u>0.5</u>	<u>Short-Term or Transition Support</u>
<u>1.0</u>	<u>New to Profession or Co-Referral</u>
<u>1.5</u>	<u>Experienced, Off Schedule</u>
<u>2.0</u>	<u>Probation and PIP</u>

3. Consulting Teacher Program Review

- a. Upon assignment, those who are selected will work as full-time consulting teachers. Generally, assignments will be for the school year and will continue for more than five (5) years. Once an individual has served as a consulting teacher, the individual may reapply to be a mentor teacher after returning to their regular duties as a classroom teacher for a period of three (3) years.
- b. Supplemental contracts held by mentor teachers before assignment to the Consulting Teacher Program will be ended upon assignment and payment will be prorated if the services under the contract have begun.
- c. Upon assignment to the program, consulting teachers will receive a supplemental contract for services as an assigned consulting teacher. Partial years will be prorated. Consulting teachers will work a 185-day year and are compensated for additional work assigned.

4. Consulting Teacher Term:

- a. The intention of the Consulting Teacher Program is to provide mentoring/coaching and assessment from a peer, and for this to happen it is essential that CTs are close to recent classroom practice. For this reason, the Consulting Teachers role is not intended to be a long-term position.

However, mentoring/coaching is also a complex and acquired skill, and it benefits our clients, and the CTs themselves, to have the time to develop and apply this acquired skill.

Given these intentions:

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- 1) Consulting teachers may continue in their role for up to five (5) years (dependent on program need).
- 2) Teachers must return to the classroom for at least three (3) years before being eligible to reapply to be a Consulting Teacher.

b. During the initial three years of rolling out of the new Professional Growth and Educator Support System, it will be essential that there is stability in the Consulting Teacher Program. For this reason, SPS and SEA have agreed:

- 1) The term of assignment for all current STAR Consulting Teachers will be extended for up to three additional years – beyond the remaining balance their original term – up to a maximum of five (5) years total.

This will allow for a tiered transition beginning in 2020-21 as new Consulting Teachers are hired (see table below for example scenarios)

<u>Number of Years as STAR</u>	<u>Years of Service Remaining (Given 3-year Addition)</u>	<u>Likely Transition Year</u>
<u>1 or 2</u>	<u>5 years</u>	<u>2022-23</u>
<u>3</u>	<u>4 years</u>	<u>2021-22</u>
<u>4</u>	<u>3 years</u>	<u>2020-21</u>

- 2) The term of all current Evaluation Support Consulting Teachers be set at five (5) years beginning in the 2018-19 school year.
- 3) During the 2020-2021 school year, the PG&E Committee will revisit and revise the transition plan for the Consulting Teacher Program – based on the makeup of the CT team at that time – to ensure program continuity and prevent there from being any year in which disproportionate number of CTs exit simultaneously. This will help to set up a sustainable cyclical pattern of CT hiring moving forward.

5. Consulting Teacher Program Review:

SPS or SEA may initial a formal or informal review of the Consulting Teacher Program at any time.

SECTION J I: STANDARD PROCESS OF PROBATION FOR CERTIFICATED EMPLOYEES

- 1. The Superintendent may, at any time after October 15, place a contracted certificated employee on probation if ~~his/her~~ the employee's performance is judged to be unsatisfactory based on the appropriate Evaluation Criteria and at least two (2) observations prior to winter break.
- 2. A certificated employee's work is not judged satisfactory, and therefore shall be placed on probation, when ~~he/she is~~ they are rated:
 - a. **Level 1** (Unsatisfactory); or
 - b. **Level 2** (Basic); if the certificated employee is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of certificated experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

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3. Prior to the Superintendent placing any employee on probation, the evaluator must complete an Evaluation Form (Appendix N) by no later than January 15th. ~~A copy of the Evaluation Form will be provided to the employee~~
4. A mid-year evaluation rating of 2-Basic shall not constitute a second Basic comprehensive summative evaluation performance rating under paragraph 2 above.
5. A mid-year evaluation rating of 1-Unsatisfactory may lead to PIP and probation in the same year provided that:
 - a. Evaluation ratings from previous years shall be considered in the PIP/probation decision; and,
 - b. Reasonable notice and opportunity to improve have been provided to the employee in the current year.
6. Any employee who is to be placed on probation will be notified in writing by the Superintendent. The notice will comply with RCW 28A.405.100. The SPS will provide a copy of the Superintendent's letter placing an employee on probation to the Executive Director of the SEA.
7. At the beginning of probation, the certificated employee will be provided with a draft of the specific and reasonable program (including the specific components of concern within the criterion/domain) for improvement pursuant to RCW 28A.405.100. The employee will meet with the principal/supervisor within five (5) work days following the receipt of the draft plan for the purpose of discussing and providing input to the plan. The principal/program manager has the responsibility to complete the final plan. The principal/program manager will provide the employee with the final plan within five (5) work days after that meeting. Any objection to the plan will be made at the time the final plan is provided to the employee. If there is a disagreement, an SEA representative will collaborate with a designee of the Superintendent to develop the parts of the plan in question.
8. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
9. The probationer must be removed from probation if ~~he/she has~~ they have demonstrated improvement to the satisfaction of the principal/program manager in those areas specifically detailed in ~~his/her~~ the employees initial notice of deficiency and subsequently detailed in ~~his/her~~ their plan of improvement.
10. Upon recommendation of the evaluator, the Superintendent must remove the employee from probationary status if a satisfactory performance improvement has been observed and documented.
11. Non-renewal of any employee's contract will be accomplished in accordance with the procedures established by applicable law.
12. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th, of less than level 2 (RCW 28A.405.100).

SECTION ~~K-J~~: GRIEVANCES

1. Procedural Disputes:
 - a. Disputes concerning exclusively a departure by the SPS from the procedural requirements of this Article XI (Evaluation) will be subject to Article X (Grievance Provisions).

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- b. An arbitrator will have the authority to direct appropriate remedies in cases properly subject to arbitration.
2. Non-Procedural Disputes:
 - a. All other disputes (including findings made and conclusions reached by the evaluator) will not be subject to the grievance provisions in Article X, except that continuing contract employees with performance judged to be Proficient or Distinguished and provisional employees who have met the performance schedule on the annual performance evaluation form (~~Appendix J~~) may use the grievance provisions of Article X through Step 2 for the purpose of obtaining a review of the findings made and conclusions reached.
 - b. PAR Panel recommendations will not be subject to grievance provisions.
 - c. CT findings will not be subject to the grievance provisions.
 - d. Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation form (~~Appendix J~~) from his/her their personnel file after a period of four (4) years from the date of the Step 2 grievance response.
3. In cases of notice of probable cause for discharge, adverse change in contract status, or non-renewal of contract, any pending grievance under Article X will be discontinued and the grievant may pursue the statutory review procedures. An arbitrator will have the authority to direct appropriate remedies in cases properly subject

ARTICLE XII: LAYOFF AND RECALL

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SECTION A: CONDITIONS NECESSARY FOR LAYOFF

1. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. Adverse developments which can necessitate layoffs include:
 - a. Failure of a special levy election;
 - b. Large insufficiencies in State funding; or,
 - c. Large reductions in categorical funds or projects.
3. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing, shall give priority to those programs and services which relate to instruction and welfare of the students.
4. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs and priorities within and among programs, adoptions of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall provide the SEA with a listing which includes the names, teaching categories, and seniority of all employees to be laid off prior to the employees' receipt of layoff notification. Except in unusual circumstances, the notice shall be provided at least twenty-four (24) hours prior to the employees' receipt of lay-off notices. The SPS and the SEA will immediately meet to review the changes.
5. The performance ratings (evaluation) of employees shall only be a factor in determining the order of layoff under this Section in cases of tied seniority. Anyone who is not considered proficient by the state summative performance rating will be laid off prior to someone of the same seniority who is considered proficient. If there is tied seniority and all employees are proficient on their state summative performance rating, the date of hire will be the tiebreaker.
6. Vacancies created by retirements, resignations, leaves and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.
7. The SPS will provide the SEA with a master copy of the Bargaining Unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.

SECTION B: SENIORITY

1. Seniority is the length of regular contract service an employee has with the SPS and includes length of service transferred from other Washington public schools.
 - a. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in Seattle only.

ARTICLE XII: LAYOFF AND RECALL

- b. A year of service is earned by fulfilling the number of days specified in the Contract.
 - c. Seniority for any employees who are contracted following the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the Contract. For purposes of computing seniority, a day consists of working one-half (.5) day or more. For employees working less than one-half (.5) day, seniority will be computed on the basis of full-time equivalency.
 - d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:
 - 1) Absences for other causes; and,
 - 2) All unpaid leaves except Military Leave which interrupt an employee's service.
2. Seniority includes Washington school district service prior to resignation or leave and excludes substitute service.
 3. It is the intention of the parties that this Article be consistent with the SPS Affirmative Action efforts in hiring.
 4. Employee Categories

Funding and staffing needs may change in schools, resulting in layoffs or displacement of some staff. Non-supervisory certificated staff are retained or displaced from schools or identified for layoff (RIF) according to seniority in each category (codes given to teaching areas). Categories are established to ensure the qualifications of employees assigned to retained positions. Each year prior to staffing for the following year, certificated staff has an opportunity to review categories and request additional categories for which they qualify.

~~In order to meet the Federal Government's No Child Left Behind definition of Highly Qualified Teacher, District categories are aligned with the NCLB subject area requirements. To request new categories, teachers must provide information proving they meet the NCLB Highly Qualified criteria in addition to holding the appropriate endorsement. For teachers working in areas outside of the NCLB Subject Areas, endorsements, experience and credits will be considered in granting new categories.~~

~~The NCLB Subject Areas include:~~

~~Science
Math
English
Language Arts
Reading
World Languages
Music
Visual Arts
Theatre Arts
Dance
History
Economics
Civics/Government
Geography~~

~~A teacher is automatically considered Highly Qualified when he/she proves that he/she has they prove that they have:~~

ARTICLE XII: LAYOFF AND RECALL

~~Passed the Praxis II in the Content Area
Washington State Endorsement in Content Area
Academic Major in Content Area
National Board Certification in Content Area
45 Credits in Content Area~~

~~If not highly qualified by the above criteria, a teacher may qualify by using the HOUSSE (Highly Objective Uniform State Standard Evaluation) method for the core subject areas.~~

~~For teachers working in areas outside of the NCLB Subject Areas, endorsements, experience and credits will be considered in granting new categories. Any new categories or changes in categories must meet the following criteria:~~

- ~~a. — An over-arching endorsement that covers the category. For example the elementary endorsement for elementary math category, or Standard certificate for all categories, and then;~~
- ~~b. — A major in the category; or,~~
- ~~c. — A minor in that category within the last six (6) years; or,~~
- ~~d. — One (1) year of experience (minimum .8 FTE in the chosen category within the last six (6) years to accumulate to a minimum of .8 FTE.~~

~~Employment categories are established to ensure the qualifications of employees assigned to retained positions and include both Career and Technical and Non-Career/Technical Categories. Career and Technical categories are determined by specific endorsements issued by the State, and Non-Career/Technical Categories include:~~

ARTICLE XII: LAYOFF AND RECALL

BILINGUAL CATEGORIES

BE -English As A Second Language - Elementary
BS-English As A Second Language - Secondary
GE-Bilingual Generalist – Elementary
GS-Bilingual Generalist – Secondary

SPECIAL EDUCATION CATEGORIES

XA-Audiologist*
XB-Behavior Disability, Self-Contained/Agency
XC-Special Education Career Consultant
XD-Speech/Language Pathologist*
XE-Early Childhood Special Education
XF-Orientation and Mobility Specialist
XG-Special Education Generalist
XH-Hearing Impaired
XL-Deaf/Blind
XM-Mentally Handicapped, Self-Contained
XO-Orthopedically Handicapped
XP-Adaptive P.E.
XS-Severe/Profound
XT-Autism
XV-Visually Impaired
XX-Hospital Instruction
XY-Occupational Therapist*
XZ-Physical Therapist*

* Requires ESA certificate

SUPPORT SERVICES

AJ-Academic Intervention Specialist
DA-Drug/Alcohol Intervention Specialist
ZA-Guidance Specialist*
ZE-Counselor, Elementary*
ZN-Nurse*
ZP-Psychologist*
ZS-Counselor, Secondary*
ZW- Social Worker*

*Requires ESA Certificate

ELEMENTARY CATEGORIES

AE-Alternative, Elementary
AM-Montessori
E3-Multi-age
E4-Kindergarten
E5-Grades 1-3
E6-Grades 4-5
EA-Art Specialist
EB-Language Immersion
ED-Distar
EF-Foreign language
EG-Gifted Specialist
EI-Music Specialist, Instr.
EL-Librarian
EM-Elementary Math
EP-Phys.Ed.
ER-Elementary Reading
ES-Science Specialist
EU-Multi Arts Gen. (Art, Drama, Music & Dance)
EV-Music Specialist, Vocal
E2-Computer Specialist
IS –Itinerant Elementary Instrumental Music Specialist
RS-Reading Specialist

SECONDARY CATEGORIES

ARTS

AG-Visual Arts
AD-Dance
LD-Theatre Arts

ALTERNATIVE

AC-Corrections/Educ. Specialist
AS-Alternative School, Secondary
AX-Home School Parent Partner

COMPUTER EDUCATION

M2-Computer Educ./Programming

FOREIGN LANGUAGE

FC-Chinese - Han Yu (Mandarin)
FE-Secondary Language Emersion
FF-French
FG-German
FJ-Japanese
FL-Latin
FN-Norwegian
FP-Philippino (Tagalog)
FR Russian
FS-Spanish
FW-Swedish

HEALTH EDUCATION

HE-Health Education, General

LANGUAGE ARTS

LA-Language Arts, General
LJ-Journalism
LR-Reading

MATHEMATICS

MA-Integrated Math
MC-Pre-Calculus
MG-Mathematics, General

MIDDLE SCHOOL

H7-Middle School History
L7-Middle School Language Arts
M7-Middle School Math
R7-Middle School Reading
S7-Middle School Science

MUSIC

MI-Music, Instrumental
MV-Music, Vocal

PHYSICAL EDUCATION

PE-Physical Education, General
PS-Physical Education, Swimming

SCIENCE

SB-Biology
SC-Chemistry
SG-Science, General
SM-Marine Biology
SP-Physics

SECONDARY SPECIALIST

ZG -Gifted Specialist, Secondary
ZL-Librarian, Secondary

SOCIAL STUDIES

SE-Economics
SH-History
SI-Geography
SO-Government

TECHNOLOGY EDUCATION – Middle School

IG-Tech.Educ. Generalist
IM-Tech.Educ.-Graphics

FM-Family&Consumer Science

TRAFFIC EDUCATION

ZT-Traffic Education

ARTICLE XII: LAYOFF AND RECALL

5. Seniority credit for purposes of displacement, transfer and layoff and recall when transferring from classified unit to certificated unit:

In January of the first year of certificated service, the employee will be credited with seniority equal to their years of accrued SPS classified seniority.

6. Seniority credit for non-supervisory certificated employees hired after September 1, 1991 will include credit for certificated substitute service in the Washington State public school districts, subject to the following provisions:
 - a. Only Washington State public school district certificated substitute service will be recognized.
 - b. Seniority credit for substitute service will be computed on the basis of total full-time equivalent certificated substitute days, divided by 180 days.

SECTION C: DISPLACEMENT AND LAYOFF GUIDELINES

Guidelines for displacement and layoff shall be as follows:

1. Displacement of staff from buildings, layoff, and recall shall be by seniority, within categories, subject matter areas, or departments. The FTE of an employee will not be a consideration. When a part-time employee is subject to recall and the same level of FTE is not available, the employee will first be offered a higher FTE, if available. If the employee does not accept the higher FTE and a lower FTE is available, the employee may select that position, but must accept an offered position by August 1st. If another position becomes available prior to August 31st, the partial FTE may then transfer to that position
2. Employees are designated "displaced" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category at the building exceeds the building's requirements for the following year but the number of staff the SPS will require in that category the following year is sufficient to warrant retention of the employee in a "displaced pool" eligible to seek vacant positions under the terms of Article VIII, Staffing. Displaced employees retain the rights and protections described in Article VIII, Staffing. Seniority within categories determines whether an employee is "displaced" or "laid off".
3. Employees are designated "laid off" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category in the SPS exceeds the SPS's requirements in that category for the following year and the employee does not have sufficient seniority to be retained in the "displacement pool".
4. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendment, and Section 504 of the Rehabilitation Act when implementing layoffs.

SECTION D: CERTIFICATED EMPLOYEE LAYOFFS

Retentions and layoffs shall be determined as follows:

1. Certification: Possession of any valid Washington State certification which may be required for the position(s) under consideration shall be a requisite for retention.
2. Selection Within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties which they have designated as preferences in accordance with Article XII, B,4 of this Agreement.
3. Length of service of certificated employees shall be the basis for retention within the

ARTICLE XII: LAYOFF AND RECALL

employment categories.

4. Employees who do not meet the seniority requirement for the first preference listed will be considered, on a seniority basis, for their other listed preferences.

SECTION E: RECALL FROM LAYOFF: PROVISIONS FOR REEMPLOYMENT OF LAID OFF EMPLOYEES

1. All employees laid off as a result of program or staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
2. The SPS shall maintain a roster of certificated employees who were laid off from positions. Persons on the list will be ranked in order of seniority within categories. The SPS shall make every reasonable effort to recall laid off employees to employment at the earliest possible date after determination that an appropriate vacancy exists.
3. If a position becomes vacant and if no qualified internal candidate accepts the position (see Article VIII, Staffing), the most senior person holding that category is recalled. Internal candidates include anyone eligible to participate in internal open hiring (as described in Article VIII). The exceptions are that:
 - a. To the extent that the employee's immediately previous assignment is available, the employee shall automatically be placed in ~~his/her~~ their immediately previous assignment.
 - b. The employee shall have the right to return to ~~his/her~~ their immediately previous work location whenever a position is available, but no later than the second week of school.
4. Recall shall be determined as follows:
 - a. Certification: Possession of any valid Washington State Certification which may be required for the position(s) under consideration shall be a requisite for reemployment.
 - b. Each individual shall be considered for reemployment in any of the categories the employee indicated as preferences.
 - c. Reemployment will be made on a seniority basis, within categories.
 - d. The employee shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the individual's name being placed on the bottom of the rehire list.
 - e. Employees reemployed to a position in a 30% or more ethnic minority populated school shall have training and/or experience with multi-ethnic or multi-cultural situations. If such employees are not available within the pool and no person will or can take the training and/or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.
5. It shall be the responsibility of each individual placed in the reemployment pool to notify Human Resources in writing between June 1 and June 30 if the individual wishes to remain in the reemployment pool for the second year. If the notification is not received, the name of the individual(s) shall be dropped from the employment pool.
6. Individuals not re-employed before the start of the fall school term, upon application, shall be placed on the substitute roster and will be considered senior substitutes as outlined in Article V. Laid off employees may renew annually their position within the substitute roster.

ARTICLE XII: LAYOFF AND RECALL

7. It is recognized that certificated employees of the SPS holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.
8. Any laid off individual shall, upon reemployment, retain full seniority rights and all other rights as though ~~his/her~~ their employment relationship with the SPS had not been broken.

SECTION F: EMPLOYMENT NOTIFICATION

1. All laid off employees shall be responsible for notifying Human Resources of a telephone number through which they can be reached.
2. Any laid off employee may assign ~~his/her~~ their power of attorney to the SEA who will thereby be authorized to accept or reject an assignment on the employee's behalf.
3. Laid off employees will be contacted by telephone to be offered re-employment and shall respond within twenty-four (24) hours following receipt of the offer.
4. Employees may authorize Human Resources to accept or reject an assignment on their behalf.

SECTION G: RECALL FROM LAYOFF AND SENIORITY

1. All employees recalled from layoff shall receive full seniority credit retroactive to the first date of the semester if recalled prior to October 31.
2. The recall period for laid-off employees shall be renewable on an annual basis by the former employee for a two (2) year length of time.

ARTICLE XIII: NO-STRIKE CLAUSE

ARTICLE XIII: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.
2. The SEA will not cause or encourage its members to refuse to cross any picket line established by any labor organization at any location unless there is a mutual agreement between the SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the SEA and the SPS regarding the situation.

APPROVED



SCHOOL BOARD ACTION REPORT

DATE: September 9, 2018
FROM: Denise Juneau, Superintendent
LEAD STAFF: Sheryl Anderson-Moore, Chief Negotiator
sjandersonmo@seattleschools.org 206.252.0378
Clover Codd, Assistant Superintendent for Human Resources
clcodd@seattleschools.org 206.252.0027

For Introduction: September 18, 2018
For Action: September 18, 2018

1. TITLE

Motion to introduce and approve a Memorandum of Understanding regarding the 2018-2019 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association (SEA) Certificated Non-Supervisory Employees, Paraprofessional Employees, and Seattle Association of Educational Office Employees.

2. PURPOSE

This Board Action Report introduces an MOU summarizing new provisions for a one-year 2018-2019 Collective Bargaining Agreement and requests salary increases based on the agreed upon summary. The 2015-2018 Collective Bargaining Agreement will continue except as modified and set forth in the summary. Final contract language for the 2018-2019 Agreement will be prepared and reviewed by a joint SEA/SPS committee and presented to the Board for final approval in approximately late October 2018. This MOU describes the significant modifications to the 2015-2018 Agreement. SEA ratified these terms on September 8, 2018. The purpose of the MOU is to authorize the approval of the SEA salary schedules in time for October 1, 2018 implementation.

3. RECOMMENDED MOTION

I move that the School Board approve the summary of new provisions for the 2018-2019 Collective Bargaining Agreement, in the form of the Memorandum of Understanding, attached to the School Board Action Report. The MOU authorizes implementation of the 2018-2019 salary increases by October 1, 2018. Immediate action is in the best interest of the District.

4. BACKGROUND INFORMATION

a. Background.

The Parties are legally obligated to enter into negotiations upon the expiration of the Collective Bargaining Agreement; once negotiations are completed each Party is required to ratify the Agreement for formal action and implementation. The Parties commenced negotiations in May 2018, and, using an interest based approach, met over 25 sessions throughout August 2018. The Parties reached a tentative agreement on Friday, August 31, 2018. The interest based approach helps the Parties find common ground and mutually agreed upon solutions to complex topics and issues. SEA ratified the

Agreement on September 8, 2018. The Agreement provides for an average 10.5% increase for the employees, along with other benefits to the bargaining unit employees. This BAR now proposes approval of the attached memorandum of understanding for approval by the Seattle School Board. The final collective bargaining agreement will be presented to the Board for approval upon completion approximately late October 2018.

b. Alternatives.

Failure to enter into negotiations for a successor agreement violates state law. Once negotiations commence, failing to reach an agreement would result in a strained relationship between the parties and the potential of mediation or would result in workplace disagreements or disruptions.

c. Research.

Salary and market surveys were conducted to evaluate the District's competitiveness for each of the employee groups. The goal articulated in the negotiations was to attain a compensation level that was competitive with similarly situated districts.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be:

The Finance Office estimates the total new cost of these Agreements in 2018-2019 at approximately \$57,617,000 of which approximately \$8,790,000 is capital fund eligible.

Budget development for 2018-2019 will take in account the cost of the agreement.

The revenue source for this motion is capital, state and local levy.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

State law for collective bargaining requires the District and the Association to conduct good faith bargaining between the parties; once concluded, the community is informed of final terms of the agreements.

7. EQUITY ANALYSIS

Significant parts of the new Agreement expand on the current race and equity efforts, as follows:

1. Creates and trains 10 new building based Race and Equity Teams;
2. Provides district wide direction and focus on a monthly early release day (“green” day) to provide time for school teams to analyze disproportionality and develop action plans to address specific class and building issues;
3. Continues district wide implicit bias training;
4. Expands teacher orientation training to include culturally responsive teaching strategies in the Professional Educator Growth and Support System.

Representatives from the SEA Center for Race and Equity and the SPS Department of Racial Equity Advancement were on the SEA/SPS Joint Bargaining Team, and led the Team’s interest based discussions on eliminating opportunity gaps and disproportionality. The outcomes listed above represent the results of those discussions, which were fully supported by the Joint Bargaining Team.

The MOU was not taken through the Race & Equity toolkit.

8. STUDENT BENEFIT

Stable labor relations climate and a mutually adopted agreement assures no interruptions to the district and school operations.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 5020, Collective Bargaining, provides the Board shall approve these items.
- Other: _____

10. POLICY IMPLICATION

Approval of these Agreements complies with Board Policy Number 5020, Collective Bargaining.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Executive Committee meeting on September 13, 2018. The Executive Committee reviewed the motion and moved the item forward for consideration by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, operational decisions to implement the terms of the MOU will commence. Initial information on the Agreement will be provided to the principals on September 18, 2018, and jointly sponsored regional meetings are scheduled in September and October 2018 for joint training of SEA building representatives and building leadership, after the precise terms of the collective bargaining agreement are drafted.

13. ATTACHMENTS

For Approval:

- A. Memorandum of Understanding Summary

Appendices for approval:

1. Salary Schedule for Certificated Non-Supervisory staff
2. Salary Schedules for SAEOP
3. Salary Schedules for Paraprofessional staff
4. Salary Schedules for Certificated and Classified Substitutes
5. Certificated Stipends
6. Extra Time Hourly Rate

MEMORANDUM OF UNDERSTANDING

**between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION**

**Regarding: Summary of Tentative Agreement for SEA
Certificated, SAEOP and Paraprofessional Contracts for 2018-19**

Topic	Summary
<p>Compensation</p> <p>Article IV</p>	<p>10.5% raise for all hourly employees: Paraprofessionals, SAEOPs and substitutes.</p> <p>10.5% average increase on every cell of the Certificated salary schedule.</p> <p>Certificated salary is comprised of Base pay, 5 days of TRI (4 before school plus the October PD day), a Responsibility/Incentive Contract, and 4 (4) days of Technology Pay. One hour weekly of collaboration pay included in base.</p> <p>See 2018-2019 Salary Schedule – Certificated, SAEOP, and Paraprofessional. (Appendices)</p>
<p>Personal and Parental Leave</p> <p>Article VI</p>	<ul style="list-style-type: none"> • Two additional personal days beginning next school year for a total of four (2019-20). • Five days of paid parental leave: birth of a child or becoming primary caregiver of a minor child (foster, guardianship, emergency).
<p>Paraprofessional Professional Growth</p> <p>Article II</p>	<ul style="list-style-type: none"> • Add \$40,000 to current funds used to incentive professional development among paraprofessionals. SEA and SPS will jointly determine how to utilize these funds in alignment with any professional development redesign agreed to by the parties. • Intensive onboarding training for new Paraprofessional working in special education to be jointly developed and launched in spring of 2019. • SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and '19-20 school year. • The Substitute, SAEOP and Paraprofessional Advisory Committee of the SEA Professional Development Steering Committee, or appropriate other subcommittees, to re-evaluate and redesign professional development offerings as warranted to meet identified needs, including supporting staff in meeting the new paraeducator requirements and supporting SAEOP members in obtaining PSP certificates.
<p>SAEOP Professional Growth</p> <p>Article IX</p>	<ul style="list-style-type: none"> • Compensation for each PSP certificate increased from \$40 per month to \$55 per month. • New SAEOPs will be provided with assistance from a retired SAEOP during first weeks on the job depending on availability.

	<ul style="list-style-type: none"> SEA and SPS will convene a committee in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and '19-20 school year. The Substitute, SAEOP and Paraprofessional Advisory Committee of the SEA Professional Development Steering Committee, or appropriate other subcommittees, will convene on paid time in 2018-19 in order to re-evaluate and redesign professional development offerings as warranted to meet identified needs, including supporting staff in meeting the new paraeducator requirements and supporting SAEOP members in obtaining PSP certificates.
Counselors	<ul style="list-style-type: none"> Ratio for secondary counselors is lowered to 375:1.
Article IX	
Nurses	<ul style="list-style-type: none"> Five additional nurses will be added. Prep days per site increased from 3 to 5 and now able to use during the year and not just before the school year. Cell phone provided for student health tracking if requested.
Article IX	
ESAs	<ul style="list-style-type: none"> Special Education ESA Committee of team leads and other members to review and potentially redesign professional supports. IEP pay raised to \$2500 stipend (replaces the 30 hours). Records will be audited to ensure all ESAs are properly credited for prior experience. SEA and SPS will meet to plan roll out of new assistive technology resources and training funded by the new Capital levy.
Article IX	
Union Rights	<ul style="list-style-type: none"> SEA given an hour at new hire orientation to give an introduction to the union and provide information on SPS/SEA partnered activities, e.g.; PAR, TPEP, and RET's. Non-represented jobs in SPS will be reviewed to evaluate if there is a community of interest. Language related to agency fee eliminated from the contract. (Janus Update)
Article III	
Certificated Professional Growth	<ul style="list-style-type: none"> Beginning in 19-20, all new provisional teachers (P2 and P3) eligible for 32 hours professional growth (Skillfull Teacher courses). (Professional Growth and Educator System) Master Career Ladder Teacher phased out at end of current members' terms (Career Ladder teachers will all be paid the same going forward).
Article II, VI	
Certificated Peer Assistance and Review	<ul style="list-style-type: none"> STAR Consulting Teachers and Evaluation Support Consulting Teachers merged as Consulting Teachers. Create a PAR Panel of 8 teachers and 8 principals to review all evaluations below proficient (for continuing teachers) or below performance schedule (for provisional teachers) and make appropriate recommendations for support or non-renewal.
Article XI	
Special Education	<ul style="list-style-type: none"> Overage pay from start of year. Overage for case managing additional students due to vacancies. Pre-K medically fragile ratio of 6:1:2. Limit use of special education IAs for general education duty. IEP pay raised to \$2500 stipend (replaces the 30 hours).
Article IX	

	<ul style="list-style-type: none"> • Special education paras will receive additional training and a 6% pay premium to serve in relief pool to meet needs around the District. • Two days of riser process time funded by special education for teachers of intensive classes. • Special Education Joint Labor Management Committee recognized in contract, along with a Pre-K Subcommittee and a Deaf and Hard of Hearing Subcommittee. • Special education certificated professional development fund of up to \$50K. • Special Education Lead Elementary Stipend for up to 25 designated elementary schools.
Transfers Article VIII	<ul style="list-style-type: none"> • After August 1st, transfers with agreement of principal. This addresses an equity concern: Title I schools are left without teachers to start school year at a disproportionate rate. • Transfers to central office career ladder positions: can be held for 60 days if no replacement is available, but stipend begins immediately.
Racial Equity Article II	<ul style="list-style-type: none"> • Ten more Racial Equity Teams will be added. • Adds five Saturday RET Institutes to contract, co-designed between SEA Center for Race and Equity and SPS Department for Racial Equity Advancement (DREA). • Racial Equity Analysis Tool adapted for use by BLTs in CSIP, Budget and PD adoption. • Where a school has an RET, at least one member will be on BLT. • Joint Committee created within 90 days to explore how to best support the highest needs schools and students, including reviewing strategies such as Community Schools, Restorative Justice, recommendations from the African American Male Advisory Committee, and Flight Schools, and making recommendations by end of the 2019-20 school year. • Commitment to continue expanding training in implicit bias.
Early Release Article IX, Section A	<ul style="list-style-type: none"> • Eight of the remaining early releases will be for common planning time dedicated to eliminating opportunity gaps. Educators will collaboratively analyze disproportionality within their grade level, department or school. • Classified staff plan Early Release time with principal; job alike days planned by BLTs for classified participation.
Substitutes Article V	<ul style="list-style-type: none"> • Benefits begin after 45 days in an assignment for certs and classified. • Sick leave accrual equity: 1 day per 20 days for subs who work 90 days or more. • At their request, hiring teams may consider a substitute in Phase 1 hiring. • Senior subs will have exclusive access for 48 hours for newly posted jobs, but they are open to all subs for last 48 hours. • Parity in sick leave accrual for classified and certificated subs when they take long term positions. • SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:

	<ul style="list-style-type: none"> ○ Summer paid professional development day for substitutes. ○ Half day paid orientation training for new substitutes. A one-hour training will be jointly developed and launched by October 1, 2018.
Librarians	<ul style="list-style-type: none"> ● SEA and SPS agree to establish a committee of staff and parents to explore and make recommendations on how funding of libraries and librarians could be distributed equitably throughout the district.
Article IX	
MOU's Listed in Attachments	
Language Immersion	Establish an SEA SPS Dual Language/Language Immersion Program Committee with SEA representatives from each school to address equity issues and resource issues in these programs.
ASL	The memorandum of understanding confirms that the District has determined that the Certified Sign Language Interpreter classification, currently placed on the Paraprofessional Salary Schedule PA3, level 22, has been reclassified to Paraprofessional Salary Schedule, PA5, level 22. This schedule change modifies the annual assignment from 203 days per year to 204 days per year, and increases the work hours from seven (7) hours per day to eight (8) hours per day. This classification change is effective for the 2018-2019 school year.
ESA	The Human Resources Department evaluates the verified work experience and education for each staff member hired into Educational Staff Associate clinical positions, such as nurses, OT/PTs, SLPS and psychologist. The District has been crediting these staff members for their private sector and non-K-12 experience once verified for placement on the District's certificated non-supervisory salary schedule.
Special Education	The parties agree to collaboratively work through the Special Education Joint Labor Management Committee to examine the complexity of serving moderate to intensive student IEP needs in the secondary Focus/Service Model 2 pathway in 2018-19. For SY 2018-19, the District will allocate the equivalent of an additional twenty (20) instructional assistants to secondary SM2 classrooms (initially staffed at 9:1:1) in recognition of a continuum of student needs in secondary moderate to intensive settings. These IAs will be assigned no later than October 1.
Dual Language	Create a Joint Dual Language/Immersion Program Committee that will be a collaborative team of SPS and SEA members who discuss and design Dual Language/Immersion Program specific professional development for both certificated and classified staff; explore recruitment and retention efforts for highly qualified bilingual/biliterate staff; track student data across SPS Dual Language/Immersion Programs to monitor program needs and recommend adjustments as needed, consistent with the CAL principles, provide guidance and support for Dual Language/Immersion Program effectiveness and best practices across SPS.
Joint Committee on Highest Needs Students	SEA and SPS agree to partner to create a Joint Committee that will explore how to best support the highest need schools and students. The committee will identify high leverage strategies learned from Community Schools, Restorative Justice, the African American Male Advisory Committee, Flight Schools and other research based school transformation efforts. This committee will convene no later than 90 days after the ratification of this contract and will prepare recommendations to be shared with the SEA/SPS Partnership Committee and the Superintendent before the conclusion of the 2019-2020 school year.



2018-2019 Salary Schedules

for Seattle Education Association (SEA) Certificated Non-Supervisory Employees, Paraprofessional Employees, and Seattle Association of Educational Office Employees

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While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Sheryl Anderson-Moore
Chief Negotiator
sjandersonmo@seattleschools.org

The attached schedules set forth the base salary, hourly, daily rates and stipends payable to SEA represented employees for the 2018-2019 school year as agreed to in negotiations between Seattle Education Association and Seattle Public Schools.

2018-19 Certificated Instructional Staff Salary Schedule - DRAFT

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
1	Base Pay	180.00	\$48,097	\$48,173	\$48,248	\$55,744	\$50,067	\$57,736	\$51,278	\$58,948	\$60,161	\$60,817
	Contractual Days	5.00	\$1,336	\$1,338	\$1,340	\$1,548	\$1,391	\$1,604	\$1,424	\$1,637	\$1,671	\$1,689
	Tech Days	4.00	\$1,069	\$1,071	\$1,072	\$1,239	\$1,113	\$1,283	\$1,140	\$1,310	\$1,337	\$1,351
	Responsibility/Incentive		\$6,445	\$7,016	\$7,288	\$8,437	\$7,545	\$8,722	\$7,717	\$8,893	\$9,065	\$9,159
	TOTAL	189.00	\$56,947	\$57,598	\$57,948	\$66,968	\$60,116	\$69,345	\$61,559	\$70,788	\$72,234	\$73,016
2	Base Pay	180.00	\$48,197	\$48,380	\$49,032	\$56,339	\$51,998	\$58,202	\$53,531	\$59,467	\$61,057	\$63,336
	Contractual Days	5.00	\$1,339	\$1,344	\$1,362	\$1,565	\$1,444	\$1,617	\$1,487	\$1,652	\$1,696	\$1,759
	Tech Days	4.00	\$1,071	\$1,075	\$1,090	\$1,252	\$1,156	\$1,293	\$1,190	\$1,321	\$1,357	\$1,407
	Responsibility/Incentive		\$6,976	\$7,307	\$7,404	\$8,524	\$7,839	\$8,789	\$8,060	\$8,969	\$9,199	\$9,543
	TOTAL	189.00	\$57,583	\$58,106	\$58,888	\$67,680	\$62,437	\$69,901	\$64,268	\$71,409	\$73,309	\$76,045
3	Base Pay	180.00	\$48,296	\$48,743	\$50,566	\$56,701	\$53,956	\$58,566	\$55,664	\$59,858	\$63,136	\$65,395
	Contractual Days	5.00	\$1,342	\$1,354	\$1,405	\$1,575	\$1,499	\$1,627	\$1,546	\$1,663	\$1,754	\$1,817
	Tech Days	4.00	\$1,073	\$1,083	\$1,124	\$1,260	\$1,199	\$1,301	\$1,237	\$1,330	\$1,403	\$1,453
	Responsibility/Incentive		\$7,293	\$7,359	\$7,636	\$8,576	\$8,136	\$8,841	\$8,385	\$9,025	\$9,515	\$9,856
	TOTAL	189.00	\$58,004	\$58,539	\$60,731	\$68,112	\$64,790	\$70,335	\$66,832	\$71,876	\$75,808	\$78,521
4	Base Pay	180.00	\$48,658	\$49,107	\$51,700	\$57,066	\$55,483	\$58,930	\$57,357	\$60,223	\$64,721	\$66,948
	Contractual Days	5.00	\$1,352	\$1,364	\$1,436	\$1,585	\$1,541	\$1,637	\$1,593	\$1,673	\$1,798	\$1,860
	Tech Days	4.00	\$1,081	\$1,091	\$1,149	\$1,268	\$1,233	\$1,310	\$1,275	\$1,338	\$1,438	\$1,488
	Responsibility/Incentive		\$7,345	\$7,410	\$7,807	\$8,627	\$8,368	\$8,892	\$8,641	\$9,076	\$9,755	\$10,091
	TOTAL	189.00	\$58,436	\$58,972	\$62,092	\$68,546	\$66,625	\$70,769	\$68,866	\$72,310	\$77,712	\$80,387
5	Base Pay	180.00	\$49,023	\$50,078	\$53,168	\$57,429	\$57,353	\$59,790	\$59,394	\$61,830	\$66,702	\$68,911
	Contractual Days	5.00	\$1,362	\$1,391	\$1,477	\$1,595	\$1,593	\$1,661	\$1,650	\$1,718	\$1,853	\$1,914
	Tech Days	4.00	\$1,089	\$1,113	\$1,182	\$1,276	\$1,275	\$1,329	\$1,320	\$1,374	\$1,482	\$1,531
	Responsibility/Incentive		\$7,396	\$7,555	\$8,029	\$8,679	\$8,652	\$9,020	\$8,951	\$9,320	\$10,057	\$10,390
	TOTAL	189.00	\$58,870	\$60,137	\$63,856	\$68,979	\$68,873	\$71,800	\$71,315	\$74,242	\$80,094	\$82,746
6	Base Pay	180.00	\$49,386	\$51,063	\$54,748	\$57,914	\$59,208	\$61,626	\$61,413	\$63,830	\$68,666	\$70,863
	Contractual Days	5.00	\$1,372	\$1,418	\$1,521	\$1,609	\$1,645	\$1,712	\$1,706	\$1,773	\$1,907	\$1,968
	Tech Days	4.00	\$1,097	\$1,135	\$1,217	\$1,287	\$1,316	\$1,369	\$1,365	\$1,418	\$1,526	\$1,575
	Responsibility/Incentive		\$7,448	\$7,703	\$8,266	\$8,748	\$8,934	\$9,299	\$9,259	\$9,624	\$10,355	\$10,687
	TOTAL	189.00	\$59,303	\$61,319	\$65,752	\$69,558	\$71,103	\$74,006	\$73,743	\$76,645	\$82,454	\$85,093
7	Base Pay	180.00			\$56,693	\$59,110	\$61,572	\$63,993	\$63,947	\$66,363	\$71,205	\$73,400
	Contractual Days	5.00			\$1,575	\$1,642	\$1,710	\$1,778	\$1,776	\$1,843	\$1,978	\$2,039
	Tech Days	4.00			\$1,260	\$1,314	\$1,368	\$1,422	\$1,421	\$1,475	\$1,582	\$1,631
	Responsibility/Incentive				\$8,561	\$8,926	\$9,293	\$9,658	\$9,644	\$10,009	\$10,741	\$11,072
	TOTAL	189.00			\$68,089	\$70,992	\$73,943	\$76,851	\$76,788	\$79,690	\$85,506	\$88,142
8	Base Pay	180.00			\$58,572	\$60,993	\$63,868	\$66,283	\$66,414	\$68,825	\$73,658	\$75,854
	Contractual Days	5.00			\$1,627	\$1,694	\$1,774	\$1,841	\$1,845	\$1,912	\$2,046	\$2,107
	Tech Days	4.00			\$1,302	\$1,355	\$1,419	\$1,473	\$1,476	\$1,529	\$1,637	\$1,686
	Responsibility/Incentive				\$8,845	\$9,211	\$9,641	\$10,006	\$10,018	\$10,383	\$11,114	\$11,445
	TOTAL	189.00			\$70,346	\$73,253	\$76,702	\$79,603	\$79,753	\$82,649	\$88,455	\$91,092
9	Base Pay	180.00			\$60,520	\$62,937	\$66,231	\$68,643	\$68,944	\$71,357	\$76,191	\$78,385
	Contractual Days	5.00			\$1,681	\$1,748	\$1,840	\$1,907	\$1,915	\$1,982	\$2,116	\$2,177
	Tech Days	4.00			\$1,345	\$1,399	\$1,472	\$1,525	\$1,532	\$1,586	\$1,693	\$1,742
	Responsibility/Incentive				\$9,139	\$9,505	\$9,999	\$10,364	\$10,403	\$10,768	\$11,499	\$11,830
	TOTAL	189.00			\$72,685	\$75,589	\$79,542	\$82,439	\$82,794	\$85,693	\$91,499	\$94,134
10	Base Pay	180.00			\$62,463	\$64,881	\$68,592	\$71,005	\$71,478	\$73,892	\$78,724	\$80,920
	Contractual Days	5.00			\$1,735	\$1,802	\$1,905	\$1,972	\$1,986	\$2,053	\$2,187	\$2,248
	Tech Days	4.00			\$1,388	\$1,442	\$1,524	\$1,578	\$1,588	\$1,642	\$1,749	\$1,798
	Responsibility/Incentive				\$9,433	\$9,799	\$10,358	\$10,723	\$10,788	\$11,153	\$11,884	\$12,215
	TOTAL	189.00			\$75,019	\$77,924	\$82,379	\$85,278	\$85,840	\$88,740	\$94,544	\$97,181
11	Base Pay	180.00			\$64,406	\$66,825	\$70,953	\$73,369	\$74,009	\$76,426	\$81,255	\$83,451
	Contractual Days	5.00			\$1,789	\$1,856	\$1,971	\$2,038	\$2,056	\$2,123	\$2,257	\$2,318
	Tech Days	4.00			\$1,431	\$1,485	\$1,577	\$1,630	\$1,645	\$1,698	\$1,806	\$1,854
	Responsibility/Incentive				\$9,727	\$10,092	\$10,716	\$11,081	\$11,172	\$11,538	\$12,268	\$12,600
	TOTAL	189.00			\$77,353	\$80,258	\$85,217	\$88,118	\$88,882	\$91,785	\$97,586	\$100,223

2018-19 Certificated Instructional Staff Salary Schedule - DRAFT

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
12	Base Pay	180.00			\$66,349	\$68,769	\$73,314	\$75,730	\$76,541	\$78,959	\$83,788	\$85,984
	Contractual Days	5.00			\$1,843	\$1,910	\$2,037	\$2,104	\$2,126	\$2,193	\$2,327	\$2,388
	Tech Days	4.00			\$1,474	\$1,528	\$1,629	\$1,683	\$1,701	\$1,755	\$1,862	\$1,911
	Responsibility/Incentive				\$10,021	\$10,387	\$11,075	\$11,440	\$11,557	\$11,923	\$12,653	\$12,984
	TOTAL	189.00			\$79,687	\$82,594	\$88,055	\$90,957	\$91,925	\$94,830	\$100,630	\$103,267
13	Base Pay	180.00					\$75,674	\$78,090	\$79,075	\$81,491	\$86,321	\$88,517
	Contractual Days	5.00					\$2,102	\$2,169	\$2,197	\$2,264	\$2,398	\$2,459
	Tech Days	4.00					\$1,682	\$1,735	\$1,757	\$1,811	\$1,918	\$1,967
	Responsibility/Incentive						\$11,433	\$11,798	\$11,942	\$12,308	\$13,038	\$13,369
	TOTAL	189.00					\$90,891	\$93,792	\$94,971	\$97,874	\$103,675	\$106,312
14	Base Pay	180.00					\$78,035	\$80,452	\$81,604	\$84,022	\$88,852	\$91,049
	Contractual Days	5.00					\$2,168	\$2,235	\$2,267	\$2,334	\$2,468	\$2,529
	Tech Days	4.00					\$1,734	\$1,788	\$1,813	\$1,867	\$1,974	\$2,023
	Responsibility/Incentive						\$11,791	\$12,156	\$12,327	\$12,692	\$13,423	\$13,754
	TOTAL	189.00					\$93,728	\$96,631	\$98,011	\$100,915	\$106,717	\$109,355
15	Base Pay	180.00					\$79,512	\$81,962	\$83,122	\$85,571	\$90,463	\$92,686
	Contractual Days	5.00					\$2,209	\$2,277	\$2,309	\$2,377	\$2,513	\$2,575
	Tech Days	4.00					\$1,767	\$1,821	\$1,847	\$1,902	\$2,010	\$2,060
	Responsibility/Incentive						\$12,013	\$12,384	\$12,555	\$12,925	\$13,665	\$14,001
	TOTAL	189.00					\$95,501	\$98,444	\$99,833	\$102,775	\$108,651	\$111,322

2018-19 Cost Estimate

\$86,299	2018-19 average total compensation
<u>\$78,110</u>	2017-18 average total compensation
\$8,189	10.5% 2018-19 above 2017-18 total compensation

SAEOP AND PARAPROFESSIONAL
Salary Schedule (SA2 and PA1) 203/8
2018-19 effective 9/1/2018

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
015	Hourly \$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly \$ 2,785.16	\$ 2,885.85	\$ 2,993.03	\$ 3,116.46	\$ 3,235.01	\$ 3,368.18	\$ 3,509.46	\$ 3,642.63	\$ 3,788.79
	Annual \$ 27,852	\$ 28,858	\$ 29,930	\$ 31,165	\$ 32,350	\$ 33,682	\$ 35,095	\$ 36,426	\$ 37,888
016	Hourly \$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly \$ 2,950.81	\$ 3,056.37	\$ 3,174.92	\$ 3,304.84	\$ 3,433.14	\$ 3,569.55	\$ 3,715.71	\$ 3,865.12	\$ 4,019.40
	Annual \$ 29,508	\$ 30,564	\$ 31,749	\$ 33,048	\$ 34,331	\$ 35,696	\$ 37,157	\$ 38,651	\$ 40,194
017	Hourly \$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly \$ 3,129.45	\$ 3,235.01	\$ 3,364.93	\$ 3,499.72	\$ 3,639.38	\$ 3,783.92	\$ 3,938.20	\$ 4,095.73	\$ 4,253.26
	Annual \$ 31,294	\$ 32,350	\$ 33,649	\$ 34,997	\$ 36,394	\$ 37,839	\$ 39,382	\$ 40,957	\$ 42,533
018	Hourly \$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly \$ 3,319.46	\$ 3,433.14	\$ 3,569.55	\$ 3,710.84	\$ 3,858.62	\$ 4,014.53	\$ 4,172.06	\$ 4,339.33	\$ 4,513.10
	Annual \$ 33,195	\$ 34,331	\$ 35,696	\$ 37,108	\$ 38,586	\$ 40,145	\$ 41,721	\$ 43,393	\$ 45,131
019	Hourly \$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly \$ 3,520.83	\$ 3,641.01	\$ 3,783.92	\$ 3,936.58	\$ 4,089.23	\$ 4,250.01	\$ 4,425.40	\$ 4,602.42	\$ 4,784.30
	Annual \$ 35,208	\$ 36,410	\$ 37,839	\$ 39,366	\$ 40,892	\$ 42,500	\$ 44,254	\$ 46,024	\$ 47,843
020	Hourly \$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly \$ 3,725.46	\$ 3,858.62	\$ 4,012.90	\$ 4,167.18	\$ 4,331.21	\$ 4,506.60	\$ 4,693.36	\$ 4,875.25	\$ 5,075.00
	Annual \$ 37,255	\$ 38,586	\$ 40,129	\$ 41,672	\$ 43,312	\$ 45,066	\$ 46,934	\$ 48,752	\$ 50,750
021	Hourly \$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly \$ 3,951.19	\$ 4,089.23	\$ 4,248.38	\$ 4,422.15	\$ 4,597.54	\$ 4,779.43	\$ 4,969.44	\$ 5,172.44	\$ 5,378.69
	Annual \$ 39,512	\$ 40,892	\$ 42,484	\$ 44,222	\$ 45,975	\$ 47,794	\$ 49,694	\$ 51,724	\$ 53,787
022	Hourly \$ 25.80	\$ 26.70	\$ 27.72	\$ 28.86	\$ 30.01	\$ 31.18	\$ 32.43	\$ 33.76	\$ 35.09
	Monthly \$ 4,189.92	\$ 4,336.08	\$ 4,501.73	\$ 4,686.86	\$ 4,873.62	\$ 5,063.63	\$ 5,266.63	\$ 5,482.62	\$ 5,698.62
	Annual \$ 41,899	\$ 43,361	\$ 45,017	\$ 46,869	\$ 48,736	\$ 50,636	\$ 52,666	\$ 54,826	\$ 56,986

For Salary Administration Plans SA2 and PA1
Monthly amount reflects a 10-month work year (annual/10)
2017-18 w 10.5% negotiated increase (203 days/1624 hours)
Effective 9/1/2018

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA3 and PA2) 222/8
2018-19 effective 9/1/2018

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
15	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 3,045.84	\$ 3,155.95	\$ 3,273.17	\$ 3,408.14	\$ 3,537.79	\$ 3,683.42	\$ 3,837.94	\$ 3,983.57	\$ 4,143.41
	Annual	\$ 30,458	\$ 31,560	\$ 32,732	\$ 34,081	\$ 35,378	\$ 36,834	\$ 38,379	\$ 39,836	\$ 41,434
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,226.99	\$ 3,342.43	\$ 3,472.08	\$ 3,614.16	\$ 3,754.46	\$ 3,903.65	\$ 4,063.49	\$ 4,226.88	\$ 4,395.60
	Annual	\$ 32,270	\$ 33,424	\$ 34,721	\$ 36,142	\$ 37,545	\$ 39,036	\$ 40,635	\$ 42,269	\$ 43,956
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,422.35	\$ 3,537.79	\$ 3,679.87	\$ 3,827.28	\$ 3,980.02	\$ 4,138.08	\$ 4,306.80	\$ 4,479.07	\$ 4,651.34
	Annual	\$ 34,224	\$ 35,378	\$ 36,799	\$ 38,273	\$ 39,800	\$ 41,381	\$ 43,068	\$ 44,791	\$ 46,513
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,630.14	\$ 3,754.46	\$ 3,903.65	\$ 4,058.16	\$ 4,219.78	\$ 4,390.27	\$ 4,562.54	\$ 4,745.47	\$ 4,935.50
	Annual	\$ 36,301	\$ 37,545	\$ 39,036	\$ 40,582	\$ 42,198	\$ 43,903	\$ 45,625	\$ 47,455	\$ 49,355
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,850.37	\$ 3,981.79	\$ 4,138.08	\$ 4,305.02	\$ 4,471.97	\$ 4,647.79	\$ 4,839.60	\$ 5,033.18	\$ 5,232.10
	Annual	\$ 38,504	\$ 39,818	\$ 41,381	\$ 43,050	\$ 44,720	\$ 46,478	\$ 48,396	\$ 50,332	\$ 52,321
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 4,074.14	\$ 4,219.78	\$ 4,388.50	\$ 4,557.22	\$ 4,736.59	\$ 4,928.40	\$ 5,132.64	\$ 5,331.55	\$ 5,550.00
	Annual	\$ 40,741	\$ 42,198	\$ 43,885	\$ 45,572	\$ 47,366	\$ 49,284	\$ 51,326	\$ 53,316	\$ 55,500
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,321.01	\$ 4,471.97	\$ 4,646.02	\$ 4,836.05	\$ 5,027.86	\$ 5,226.77	\$ 5,434.56	\$ 5,656.56	\$ 5,882.11
	Annual	\$ 43,210	\$ 44,720	\$ 46,460	\$ 48,360	\$ 50,279	\$ 52,268	\$ 54,346	\$ 56,566	\$ 58,821
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,590.96	\$ 4,770.34	\$ 4,955.04	\$ 5,155.73	\$ 5,356.42	\$ 5,562.43	\$ 5,780.88	\$ 6,011.76	\$ 6,242.64
	Annual	\$ 45,910	\$ 47,703	\$ 49,550	\$ 51,557	\$ 53,564	\$ 55,624	\$ 57,809	\$ 60,118	\$ 62,426
23	Hourly	\$ 26.28	\$ 27.19	\$ 28.24	\$ 29.40	\$ 30.59	\$ 31.78	\$ 33.03	\$ 34.39	\$ 35.75
	Monthly	\$ 4,667.33	\$ 4,828.94	\$ 5,015.42	\$ 5,221.44	\$ 5,432.78	\$ 5,644.13	\$ 5,866.13	\$ 6,107.66	\$ 6,349.20
	Annual	\$ 46,673	\$ 48,289	\$ 50,154	\$ 52,214	\$ 54,328	\$ 56,441	\$ 58,661	\$ 61,077	\$ 63,492

For Salary Administration Plans SA3 and PA2
2018-19 w 10.5% negotiated increase (222 days/1776 hours)
Effective 9/1/18
Monthly amount reflects a 10-month work year (annual/10)

PARAPROFESSIONAL
Salary Schedule (PA3)
203/7

2018-19 effective 9/1/2018

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
018	Hourly	\$ 23.35	\$ 24.17	\$ 25.12	\$ 26.11	\$ 27.17	\$ 28.22	\$ 29.37	\$ 30.55	\$ 31.76
	Monthly	\$ 3,318.04	\$ 3,434.56	\$ 3,569.55	\$ 3,710.23	\$ 3,860.86	\$ 4,010.06	\$ 4,173.48	\$ 4,341.16	\$ 4,513.10
	Annual	\$ 33,180	\$ 34,346	\$ 35,696	\$ 37,102	\$ 38,609	\$ 40,101	\$ 41,735	\$ 43,412	\$ 45,131
019	Hourly	\$ 24.75	\$ 25.60	\$ 26.62	\$ 27.69	\$ 28.76	\$ 29.95	\$ 31.13	\$ 32.38	\$ 33.67
	Monthly	\$ 3,516.98	\$ 3,637.76	\$ 3,782.70	\$ 3,934.75	\$ 4,086.80	\$ 4,255.90	\$ 4,423.57	\$ 4,601.20	\$ 4,784.51
	Annual	\$ 35,170	\$ 36,378	\$ 37,827	\$ 39,347	\$ 40,868	\$ 42,559	\$ 44,236	\$ 46,012	\$ 47,845
020	Hourly	\$ 26.24	\$ 27.17	\$ 28.21	\$ 29.36	\$ 30.48	\$ 31.71	\$ 33.01	\$ 34.33	\$ 35.70
	Monthly	\$ 3,728.70	\$ 3,860.86	\$ 4,008.64	\$ 4,172.06	\$ 4,331.21	\$ 4,505.99	\$ 4,690.72	\$ 4,878.29	\$ 5,072.97
	Annual	\$ 37,287	\$ 38,609	\$ 40,086	\$ 41,721	\$ 43,312	\$ 45,060	\$ 46,907	\$ 48,783	\$ 50,730
021	Hourly	\$ 27.81	\$ 28.76	\$ 29.92	\$ 31.11	\$ 32.33	\$ 33.59	\$ 34.97	\$ 36.35	\$ 37.82
	Monthly	\$ 3,951.80	\$ 4,086.80	\$ 4,251.63	\$ 4,420.73	\$ 4,594.09	\$ 4,773.14	\$ 4,969.24	\$ 5,165.34	\$ 5,374.22
	Annual	\$ 39,518	\$ 40,868	\$ 42,516	\$ 44,207	\$ 45,941	\$ 47,731	\$ 49,692	\$ 51,653	\$ 53,742
022	Hourly	\$ 29.47	\$ 30.64	\$ 31.85	\$ 33.07	\$ 34.37	\$ 35.72	\$ 37.13	\$ 38.58	\$ 40.07
	Monthly	\$ 4,187.69	\$ 4,353.94	\$ 4,525.89	\$ 4,699.25	\$ 4,883.98	\$ 5,075.81	\$ 5,276.17	\$ 5,482.22	\$ 5,693.95
	Annual	\$ 41,877	\$ 43,539	\$ 45,259	\$ 46,992	\$ 48,840	\$ 50,758	\$ 52,762	\$ 54,822	\$ 56,939

Grade 18	Instructional Assistant	Grade 20	Speech Language Therapy Assistant I
Grade 19	Bilingual Instructional Assistant	Grade 21	Interpreter for the Deaf
	Career Ladder Assistant		Sign Language Interpreter
	Language Immersion Instructional Assistant		Speech Language Therapy Assistant II
	Special Education Assistant/ISE	Grade 22	Sign Language Interpreter/Certified
	Visual Arts Assistant		Brailist - Vision Assistant

Note: Certified Sign Language Interpreters receive an additional 6%

2018-19 with 10.5% negotiated increase effective 9/1/2018
Monthly amount reflects a 10-month work year (annual/10)

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA1 and PA4) 260/8
2018-19 effective 9/1/2018

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
15	Hourly	\$ 17.15	\$ 17.76	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,972.67	\$ 3,078.40	\$ 3,194.53	\$ 3,326.27	\$ 3,452.80	\$ 3,594.93	\$ 3,745.73	\$ 3,887.87	\$ 4,043.87
	Annual	\$ 35,672	\$ 36,941	\$ 38,334	\$ 39,915	\$ 41,434	\$ 43,139	\$ 44,949	\$ 46,654	\$ 48,526
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 3,149.47	\$ 3,262.13	\$ 3,388.67	\$ 3,527.33	\$ 3,664.27	\$ 3,809.87	\$ 3,965.87	\$ 4,125.33	\$ 4,290.00
	Annual	\$ 37,794	\$ 39,146	\$ 40,664	\$ 42,328	\$ 43,971	\$ 45,718	\$ 47,590	\$ 49,504	\$ 51,480
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,340.13	\$ 3,452.80	\$ 3,591.47	\$ 3,735.33	\$ 3,884.40	\$ 4,038.67	\$ 4,203.33	\$ 4,371.47	\$ 4,539.60
	Annual	\$ 40,082	\$ 41,434	\$ 43,098	\$ 44,824	\$ 46,613	\$ 48,464	\$ 50,440	\$ 52,458	\$ 54,475
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,542.93	\$ 3,664.27	\$ 3,809.87	\$ 3,960.67	\$ 4,118.40	\$ 4,284.80	\$ 4,452.93	\$ 4,631.47	\$ 4,816.93
	Annual	\$ 42,515	\$ 43,971	\$ 45,718	\$ 47,528	\$ 49,421	\$ 51,418	\$ 53,435	\$ 55,578	\$ 57,803
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,757.87	\$ 3,886.13	\$ 4,038.67	\$ 4,201.60	\$ 4,364.53	\$ 4,536.13	\$ 4,723.33	\$ 4,912.27	\$ 5,106.40
	Annual	\$ 45,094	\$ 46,634	\$ 48,464	\$ 50,419	\$ 52,374	\$ 54,434	\$ 56,680	\$ 58,947	\$ 61,277
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,976.27	\$ 4,118.40	\$ 4,283.07	\$ 4,447.73	\$ 4,622.80	\$ 4,810.00	\$ 5,009.33	\$ 5,203.47	\$ 5,416.67
	Annual	\$ 47,715	\$ 49,421	\$ 51,397	\$ 53,373	\$ 55,474	\$ 57,720	\$ 60,112	\$ 62,442	\$ 65,000
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 4,217.20	\$ 4,364.53	\$ 4,534.40	\$ 4,719.87	\$ 4,907.07	\$ 5,101.20	\$ 5,304.00	\$ 5,520.67	\$ 5,740.80
	Annual	\$ 50,606	\$ 52,374	\$ 54,413	\$ 56,638	\$ 58,885	\$ 61,214	\$ 63,648	\$ 66,248	\$ 68,890
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,480.67	\$ 4,655.73	\$ 4,836.00	\$ 5,031.87	\$ 5,227.73	\$ 5,428.80	\$ 5,642.00	\$ 5,867.33	\$ 6,092.67
	Annual	\$ 53,768	\$ 55,869	\$ 58,032	\$ 60,382	\$ 62,733	\$ 65,146	\$ 67,704	\$ 70,408	\$ 73,112

For Salary Administration Plans SA1 and PA4 (260-8)
2018-19 w 10.5% negotiated increase (260 days/2080 hours)
Effective 9/1/2018

PARAPROFESSIONAL Salary Schedules PA5, PA6 and PA8
2018-19 effective 9/1/2018

Paraprofessional 204 Day - 8 Hour (PA5)

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,341.12	\$ 4,478.21	\$ 4,620.19	\$ 4,755.65	\$ 4,896.00	\$ 5,029.82	\$ 5,168.54	\$ 5,307.26	\$ 5,444.35	\$ 5,583.07	\$ 5,721.79	\$ 5,857.25	\$ 5,999.23
	Annual	\$ 43,411	\$ 44,782	\$ 46,202	\$ 47,556	\$ 48,960	\$ 50,298	\$ 51,685	\$ 53,073	\$ 54,444	\$ 55,831	\$ 57,218	\$ 58,572	\$ 59,992
19	Hourly	\$ 27.85	\$ 28.72	\$ 29.63	\$ 30.48	\$ 31.39	\$ 32.23	\$ 33.14	\$ 34.02	\$ 34.90	\$ 35.81	\$ 36.69	\$ 37.54	\$ 38.45
	Monthly	\$ 4,545.12	\$ 4,687.10	\$ 4,835.62	\$ 4,974.34	\$ 5,122.85	\$ 5,259.94	\$ 5,408.45	\$ 5,552.06	\$ 5,695.68	\$ 5,844.19	\$ 5,987.81	\$ 6,126.53	\$ 6,275.04
	Annual	\$ 45,451	\$ 46,871	\$ 48,356	\$ 49,743	\$ 51,228	\$ 52,599	\$ 54,084	\$ 55,521	\$ 56,957	\$ 58,442	\$ 59,878	\$ 61,265	\$ 62,750
20	Hourly	\$ 29.13	\$ 30.07	\$ 30.96	\$ 31.92	\$ 32.85	\$ 33.77	\$ 34.66	\$ 35.61	\$ 36.52	\$ 37.45	\$ 38.39	\$ 39.32	\$ 40.23
	Monthly	\$ 4,754.02	\$ 4,907.42	\$ 5,052.67	\$ 5,209.34	\$ 5,361.12	\$ 5,511.26	\$ 5,656.51	\$ 5,811.55	\$ 5,960.06	\$ 6,111.84	\$ 6,265.25	\$ 6,417.02	\$ 6,565.54
	Annual	\$ 47,540	\$ 49,074	\$ 50,527	\$ 52,093	\$ 53,611	\$ 55,113	\$ 56,565	\$ 58,116	\$ 59,601	\$ 61,118	\$ 62,652	\$ 64,170	\$ 65,655
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 4,971.07	\$ 5,135.90	\$ 5,287.68	\$ 5,445.98	\$ 5,609.18	\$ 5,769.96	\$ 5,929.90	\$ 6,077.57	\$ 6,239.14	\$ 6,395.81	\$ 6,554.11	\$ 6,714.05	\$ 6,869.09
	Annual	\$ 49,711	\$ 51,359	\$ 52,877	\$ 54,460	\$ 56,092	\$ 57,610	\$ 59,209	\$ 60,776	\$ 62,391	\$ 63,958	\$ 65,541	\$ 67,140	\$ 68,691

Paraprofessional 223 DAY - 8 Hour (PA6)

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,745.44	\$ 4,895.30	\$ 5,050.50	\$ 5,198.58	\$ 5,352.00	\$ 5,498.29	\$ 5,649.93	\$ 5,801.57	\$ 5,951.42	\$ 6,103.06	\$ 6,254.70	\$ 6,402.78	\$ 6,557.98
	Annual	\$ 47,454	\$ 48,953	\$ 50,505	\$ 51,986	\$ 53,520	\$ 54,983	\$ 56,499	\$ 58,016	\$ 59,514	\$ 61,031	\$ 62,547	\$ 64,028	\$ 65,580
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 5,434.06	\$ 5,614.25	\$ 5,780.16	\$ 5,953.21	\$ 6,131.61	\$ 6,297.52	\$ 6,472.35	\$ 6,643.62	\$ 6,820.23	\$ 6,991.50	\$ 7,164.54	\$ 7,339.38	\$ 7,508.86
	Annual	\$ 54,341	\$ 56,142	\$ 57,802	\$ 59,532	\$ 61,316	\$ 62,975	\$ 64,724	\$ 66,436	\$ 68,202	\$ 69,915	\$ 71,645	\$ 73,394	\$ 75,089

Paraprofessional 260 Day - 8 Hour (PA8)

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
18	Hourly	\$ 26.60	\$ 27.44	\$ 28.31	\$ 29.14	\$ 30.00	\$ 30.82	\$ 31.67	\$ 32.52	\$ 33.36	\$ 34.21	\$ 35.06	\$ 35.89	\$ 36.76
	Monthly	\$ 4,610.67	\$ 4,756.27	\$ 4,907.07	\$ 5,050.93	\$ 5,200.00	\$ 5,342.13	\$ 5,489.47	\$ 5,636.80	\$ 5,782.40	\$ 5,929.73	\$ 6,077.07	\$ 6,220.93	\$ 6,371.73
	Annual	\$ 55,328	\$ 57,075	\$ 58,885	\$ 60,611	\$ 62,400	\$ 64,106	\$ 65,874	\$ 67,642	\$ 69,389	\$ 71,157	\$ 72,925	\$ 74,651	\$ 76,461
19	Hourly	\$ 27.85	\$ 28.72	\$ 29.63	\$ 30.48	\$ 31.39	\$ 32.23	\$ 33.14	\$ 34.02	\$ 34.90	\$ 35.81	\$ 36.69	\$ 37.54	\$ 38.45
	Monthly	\$ 4,827.33	\$ 4,978.13	\$ 5,135.87	\$ 5,289.20	\$ 5,440.93	\$ 5,586.53	\$ 5,744.27	\$ 5,896.80	\$ 6,049.33	\$ 6,207.07	\$ 6,359.60	\$ 6,506.93	\$ 6,664.67
	Annual	\$ 57,928	\$ 59,738	\$ 61,630	\$ 63,398	\$ 65,291	\$ 67,038	\$ 68,931	\$ 70,762	\$ 72,592	\$ 74,485	\$ 76,315	\$ 78,083	\$ 79,976
21	Hourly	\$ 30.46	\$ 31.47	\$ 32.40	\$ 33.37	\$ 34.37	\$ 35.30	\$ 36.28	\$ 37.24	\$ 38.23	\$ 39.19	\$ 40.16	\$ 41.14	\$ 42.09
	Monthly	\$ 5,279.73	\$ 5,454.80	\$ 5,616.00	\$ 5,784.13	\$ 5,957.47	\$ 6,118.67	\$ 6,288.53	\$ 6,454.93	\$ 6,626.53	\$ 6,792.93	\$ 6,961.07	\$ 7,130.93	\$ 7,295.60
	Annual	\$ 63,357	\$ 65,458	\$ 67,392	\$ 69,410	\$ 71,490	\$ 73,424	\$ 75,462	\$ 77,459	\$ 79,518	\$ 81,515	\$ 83,533	\$ 85,571	\$ 87,547
22	Hourly	\$ 32.01	\$ 33.04	\$ 34.12	\$ 35.24	\$ 36.38	\$ 37.54	\$ 38.77	\$ 40.03	\$ 41.32	\$ 42.66	\$ 44.09	\$ 45.49	\$ 47.00
	Monthly	\$ 5,548.40	\$ 5,726.93	\$ 5,914.13	\$ 6,108.27	\$ 6,305.87	\$ 6,506.93	\$ 6,720.13	\$ 6,938.53	\$ 7,162.13	\$ 7,394.40	\$ 7,642.27	\$ 7,884.93	\$ 8,146.67
	Annual	\$ 66,581	\$ 68,723	\$ 70,970	\$ 73,299	\$ 75,670	\$ 78,083	\$ 80,642	\$ 83,262	\$ 85,946	\$ 88,733	\$ 91,707	\$ 94,619	\$ 97,760

2018-19 with 10.5% negotiated increase effective 9/1/2018

Monthly amount reflects a 10-month work year (annual/10) for 203 and 223 schedules; 12-month work year for 260 schedule

PARAPROFESSIONAL
 Salary Schedule PA9-193/7.5
 2018-19 effective 9/1/2018

work year 1447.5

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
015	Hourly \$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly \$ 2,482.46	\$ 2,572.21	\$ 2,667.74	\$ 2,777.75	\$ 2,883.42	\$ 3,002.12	\$ 3,128.05	\$ 3,246.74	\$ 3,377.02
	Annual \$ 24,825	\$ 25,722	\$ 26,677	\$ 27,778	\$ 28,834	\$ 30,021	\$ 31,280	\$ 32,467	\$ 33,770
016	Hourly \$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly \$ 2,630.11	\$ 2,724.20	\$ 2,829.86	\$ 2,945.66	\$ 3,060.02	\$ 3,181.61	\$ 3,311.88	\$ 3,445.05	\$ 3,582.56
	Annual \$ 26,301	\$ 27,242	\$ 28,299	\$ 29,457	\$ 30,600	\$ 31,816	\$ 33,119	\$ 34,451	\$ 35,826
017	Hourly \$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly \$ 2,789.33	\$ 2,883.42	\$ 2,999.22	\$ 3,119.36	\$ 3,243.85	\$ 3,372.68	\$ 3,510.19	\$ 3,650.60	\$ 3,791.00
	Annual \$ 27,893	\$ 28,834	\$ 29,992	\$ 31,194	\$ 32,438	\$ 33,727	\$ 35,102	\$ 36,506	\$ 37,910
018	Hourly \$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly \$ 2,958.69	\$ 3,060.02	\$ 3,181.61	\$ 3,307.54	\$ 3,439.26	\$ 3,578.22	\$ 3,718.63	\$ 3,867.72	\$ 4,022.60
	Annual \$ 29,587	\$ 30,600	\$ 31,816	\$ 33,075	\$ 34,393	\$ 35,782	\$ 37,186	\$ 38,677	\$ 40,226
019	Hourly \$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly \$ 3,138.18	\$ 3,245.30	\$ 3,372.68	\$ 3,508.74	\$ 3,644.81	\$ 3,788.11	\$ 3,944.44	\$ 4,102.22	\$ 4,264.34
	Annual \$ 31,382	\$ 32,453	\$ 33,727	\$ 35,087	\$ 36,448	\$ 37,881	\$ 39,444	\$ 41,022	\$ 42,643
020	Hourly \$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly \$ 3,320.57	\$ 3,439.26	\$ 3,576.77	\$ 3,714.29	\$ 3,860.48	\$ 4,016.81	\$ 4,183.28	\$ 4,345.40	\$ 4,523.44
	Annual \$ 33,206	\$ 34,393	\$ 35,768	\$ 37,143	\$ 38,605	\$ 40,168	\$ 41,833	\$ 43,454	\$ 45,234
021	Hourly \$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly \$ 3,521.77	\$ 3,644.81	\$ 3,786.66	\$ 3,941.54	\$ 4,097.87	\$ 4,259.99	\$ 4,429.35	\$ 4,610.29	\$ 4,794.12
	Annual \$ 35,218	\$ 36,448	\$ 37,867	\$ 39,415	\$ 40,979	\$ 42,600	\$ 44,294	\$ 46,103	\$ 47,941
022	Hourly \$ 25.80	\$ 26.70	\$ 27.72	\$ 28.86	\$ 30.01	\$ 31.18	\$ 32.43	\$ 33.76	\$ 35.09
	Monthly \$ 3,734.55	\$ 3,864.83	\$ 4,012.47	\$ 4,177.49	\$ 4,343.95	\$ 4,513.31	\$ 4,694.24	\$ 4,886.76	\$ 5,079.28
	Annual \$ 37,346	\$ 38,648	\$ 40,125	\$ 41,775	\$ 43,439	\$ 45,133	\$ 46,942	\$ 48,868	\$ 50,793

For Salary Administration Plan PA(new)-193/7.5
 Monthly amount reflects a 10-month work year (annual/10)
 2018-19 w 10.5% negotiated increase (193 days/1447.5 hours)
 Effective 9/1/2018

PARAPROFESSIONAL
Salary Schedule PA10-212/7.5
effective 9/1/2018

work week 1590

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
15	Hourly	\$ 17.15	\$ 17.77	\$ 18.43	\$ 19.19	\$ 19.92	\$ 20.74	\$ 21.61	\$ 22.43	\$ 23.33
	Monthly	\$ 2,726.85	\$ 2,825.43	\$ 2,930.37	\$ 3,051.21	\$ 3,167.28	\$ 3,297.66	\$ 3,435.99	\$ 3,566.37	\$ 3,709.47
	Annual	\$ 27,269	\$ 28,254	\$ 29,304	\$ 30,512	\$ 31,673	\$ 32,977	\$ 34,360	\$ 35,664	\$ 37,095
16	Hourly	\$ 18.17	\$ 18.82	\$ 19.55	\$ 20.35	\$ 21.14	\$ 21.98	\$ 22.88	\$ 23.80	\$ 24.75
	Monthly	\$ 2,889.03	\$ 2,992.38	\$ 3,108.45	\$ 3,235.65	\$ 3,361.26	\$ 3,494.82	\$ 3,637.92	\$ 3,784.20	\$ 3,935.25
	Annual	\$ 28,890	\$ 29,924	\$ 31,085	\$ 32,357	\$ 33,613	\$ 34,948	\$ 36,379	\$ 37,842	\$ 39,353
17	Hourly	\$ 19.27	\$ 19.92	\$ 20.72	\$ 21.55	\$ 22.41	\$ 23.30	\$ 24.25	\$ 25.22	\$ 26.19
	Monthly	\$ 3,063.93	\$ 3,167.28	\$ 3,294.48	\$ 3,426.45	\$ 3,563.19	\$ 3,704.70	\$ 3,855.75	\$ 4,009.98	\$ 4,164.21
	Annual	\$ 30,639	\$ 31,673	\$ 32,945	\$ 34,265	\$ 35,632	\$ 37,047	\$ 38,558	\$ 40,100	\$ 41,642
18	Hourly	\$ 20.44	\$ 21.14	\$ 21.98	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.69	\$ 26.72	\$ 27.79
	Monthly	\$ 3,249.96	\$ 3,361.26	\$ 3,494.82	\$ 3,633.15	\$ 3,777.84	\$ 3,930.48	\$ 4,084.71	\$ 4,248.48	\$ 4,418.61
	Annual	\$ 32,500	\$ 33,613	\$ 34,948	\$ 36,332	\$ 37,778	\$ 39,305	\$ 40,847	\$ 42,485	\$ 44,186
19	Hourly	\$ 21.68	\$ 22.42	\$ 23.30	\$ 24.24	\$ 25.18	\$ 26.17	\$ 27.25	\$ 28.34	\$ 29.46
	Monthly	\$ 3,447.12	\$ 3,564.78	\$ 3,704.70	\$ 3,854.16	\$ 4,003.62	\$ 4,161.03	\$ 4,332.75	\$ 4,506.06	\$ 4,684.14
	Annual	\$ 34,471	\$ 35,648	\$ 37,047	\$ 38,542	\$ 40,036	\$ 41,610	\$ 43,328	\$ 45,061	\$ 46,841
20	Hourly	\$ 22.94	\$ 23.76	\$ 24.71	\$ 25.66	\$ 26.67	\$ 27.75	\$ 28.90	\$ 30.02	\$ 31.25
	Monthly	\$ 3,647.46	\$ 3,777.84	\$ 3,928.89	\$ 4,079.94	\$ 4,240.53	\$ 4,412.25	\$ 4,595.10	\$ 4,773.18	\$ 4,968.75
	Annual	\$ 36,475	\$ 37,778	\$ 39,289	\$ 40,799	\$ 42,405	\$ 44,123	\$ 45,951	\$ 47,732	\$ 49,688
21	Hourly	\$ 24.33	\$ 25.18	\$ 26.16	\$ 27.23	\$ 28.31	\$ 29.43	\$ 30.60	\$ 31.85	\$ 33.12
	Monthly	\$ 3,868.47	\$ 4,003.62	\$ 4,159.44	\$ 4,329.57	\$ 4,501.29	\$ 4,679.37	\$ 4,865.40	\$ 5,064.15	\$ 5,266.08
	Annual	\$ 38,685	\$ 40,036	\$ 41,594	\$ 43,296	\$ 45,013	\$ 46,794	\$ 48,654	\$ 50,642	\$ 52,661
22	Hourly	\$ 25.85	\$ 26.86	\$ 27.90	\$ 29.03	\$ 30.16	\$ 31.32	\$ 32.55	\$ 33.85	\$ 35.15
	Monthly	\$ 4,110.15	\$ 4,270.74	\$ 4,436.10	\$ 4,615.77	\$ 4,795.44	\$ 4,979.88	\$ 5,175.45	\$ 5,382.15	\$ 5,588.85
	Annual	\$ 41,102	\$ 42,707	\$ 44,361	\$ 46,158	\$ 47,954	\$ 49,799	\$ 51,755	\$ 53,822	\$ 55,889
23	Hourly	\$ 26.28	\$ 27.19	\$ 28.24	\$ 29.40	\$ 30.59	\$ 31.78	\$ 33.03	\$ 34.39	\$ 35.75
	Monthly	\$ 4,178.52	\$ 4,323.21	\$ 4,490.16	\$ 4,674.60	\$ 4,863.81	\$ 5,053.02	\$ 5,251.77	\$ 5,468.01	\$ 5,684.25
	Annual	\$ 41,785	\$ 43,232	\$ 44,902	\$ 46,746	\$ 48,638	\$ 50,530	\$ 52,518	\$ 54,680	\$ 56,843

For Salary Administration Plans PA(new)-212/7.5
2018-19 w 10.5% negotiated increase (212 days/1590 hours)
Effective 9/1/2018
Monthly amount reflects a 10-month work year (annual/10)

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.5	Below 240 hours worked	\$26.24	\$209.92
CH1	2	30 - 59.9 days	At least 240 hours worked	\$27.43	\$219.44
CH1	3	60.0 - 89.9 days	At least 240 hours worked	\$28.64	\$229.12
CH1	4	90 or more	At least 240 hours worked	\$30.48	\$243.84

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	\$39.04	\$312.32

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked	Hourly Rate	Daily Rate
SU1		1-59 Days	\$X	\$165.06
SU1		60-90 Days	\$X*1.05	\$173.25
SU1		91-120 Days	\$X*1.10	\$181.51
SU1		121+ Days	\$X*1.15	\$189.77

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked	Hourly Rate	Daily Rate
SU2		1-59 Days	\$X	\$165.28
SU2		60-90 Days	\$X*1.05	\$173.52
SU2		91-120 Days	\$X*1.10	\$181.76
SU2		121+ Days	\$X*1.15	\$190.08

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	\$31.24	\$249.92

Appendix F Certificated Stipend Salary 2018-19

STIPEND TITLE	SAP Title	Job Code	Commitment Item	PSFT Earn Code	Months	2018-19 Annual Amount	Duty Code
INTRAMURALS ELEM	Intramurals Elem Stipend		20220420	1320	10	\$2,390.84	311
INTRAMURALS SEC	Intramurals Secondary Sti		20220421	1321	10	\$2,515.16	321
CURRICULAR (DISCRETIONARY) (Certificated)							
BUILDING LEADERSHIP TEAM	Building Leadership Team		20220543	1442	10	\$3,772.54	**321(Sec.)
DEPT HEAD I: 30 or more classes or 7 or more FTE's	Dept Head I Stipend		20220500	1400	10	\$3,621.60	311(Elem.)
DEPT HEAD II: 16-29 classes or 4-6 FTE's	Dept Head II Stipend		20220501	1401	10	\$3,030.33	401
DEPT HEAD III: 6-15 classes or 2-3 FTE's	Dept Head III Stipend		20220502	1402	10	\$2,600.29	401
DEPT HEAD IV: 1-5 classes or 0.2-1 FTE	Dept Head IV Stipend		20220503	1403	10	\$1,689.86	401
Note: The Ell Dept. Head stipend amount is based on the # of adults (Classified & Certificated) working in the ELL Program at the School, not FTE.							
PAR Panel Member	PAR Panel Stipend				10	\$3,500.00	
ELEM CURRICULUM	Elem Curriculum Stipend		20220504	1404	10	\$1,909.40	401
ELEM INSTRUCTION	Elem Instruction Stipend		20220505	1405	10	\$1,909.40	311
ELEM MUSIC (CHORAL)	Elem Choral Music Stipend		20220506	1406	10	\$1,113.14	311
INSTRUCTIONAL LIAISON	Instructional Liaison Stip		20220508	1407	10	\$1,909.40	311
SUBJ MATT SPEC I	Subj Matt Spec I Stipend		20220511	1410	10	\$2,156.84	401
SUBJ MATT SPEC II	Subj Matt Spec II Stipend		20220512	1411	10	\$1,734.65	401
SUBJ MATT SPEC III	Subj Matt Spec III Stip		20220513	1412	10	\$1,469.24	401
SUBJ MATT SPEC IV	Subj Matt Spec IV Stip		20220514	1413	10	\$1,360.62	401
TEAM LEADER I: 7 or more FTE's	Team Leader I Stipend		20220515	1414	10	\$3,621.60	401
TEAM LEADER II: 4-6 FTE's	Team Leader II Stipend		20220516	1415	10	\$3,030.33	401
TEAM LEADER III: 2-3 FTE's	Team Leader III Stipend		20220517	1416	10	\$2,600.29	401
TEAM LEADER IV: 0.2-1 FTE	Team Leader IV Stipend		20220518	1417	10	\$1,689.86	401
Educational Tech Leader I (Elem Level)	Education Tech Leader I		20220547	1446	10	\$1,909.40	401
Educational Tech Leader I (Sec Level)	Education Tech Leader II		20220548	1447	10	\$2,156.84	401
Chemical Hygiene Officer I	Chemical Hygiene Off I		20220555	1454	10	\$1,456.93	401
Chemical Hygiene Officer II	Chemical Hygiene Off II		20220556	1455	10	\$1,213.92	401
Chemical Hygiene Officer III	Chemical Hygiene Off III		20220557	1456	10	\$910.45	401
Teacher Advisory Council	TeacherAdvisyCouncil		20220564	1525	5	\$1,072.66	311
Teen Truancy Board Advisor	Teen TruancyBdAdvsr		20220566	1530	10	\$2,145.31	311
CURRICULAR (associated with a job code)							
HEAD COUNSELOR	Head Counselor Stipend		20220520	1419	10	\$3,221.84	421
SVCS CONSULT I	Headstart & Interagency are currently using this stipend		20220521	1420	10	\$1,689.86	401
SVCS CONSULT II			20220522	1421	10	\$3,621.60	401
SVCS CONSULT III			20220523	1422	10	\$5,441.37	401

Appendix F Certificated Stipend Salary 2018-19

STIPEND TITLE	SAP Title	Job Code	Commitment Item	PSFT Earn Code	Months	2018-19 Annual Amount	Duty Code
Counselor							
Counselor Special Assignment	Counselor SpecAssign	15022830	20210618	1520	10	\$3,221.84	421
Head Teacher/House Administrator/Dean of Students							
Dean of Students	Dean of Students	15001438	20210537	1436	10	\$3,621.60	401
Head Teacher I	Head Teacher I Stipend	15001689	20210525	1424	10	\$3,621.60	401
House Administrator	House Administrator Stip	15001700	20210526	1425	10	\$3,621.60	401
Teacher-Science/Resource		15001201	20210542	1441	10	\$3,621.60	401
District Assessment Coordinator-Student Data Platforms	Assessment Tsg Supp Spec	15023957	20210535	1434	10	\$3,621.60	401
District Assessment Coordinator	Assessment Tsg Supp Spec	15001038	20210535	1434	10	\$3,621.60	401
CAREER LADDER POSITIONS (ARTICLE IV, Cert CBA)							
Building-based Career Ladder Positions							
Content Demonstration Teacher	Content Demo CLT		20210615	1559	10	\$3,225.00	401
Career Ladder Teacher	Career Ladder Tchr		20210615	1558	10	\$3,225.00	401
Master Teacher	Master Teacher		20210617	1518	10	\$5,580.00	401
<i>* no more than two employees can share a CL stipend per building</i>							
<i>** includes SpEd positions of OT/PT, Psychologist, Speech Language Pathologist, and ESAs as eligible for CL stipends</i>							
Academic Coaches							
School-Based Prof Dev School Coach	Sch-Based Prof Dev Coach	15001765	20210551	1450	10	\$1,909.40	401
Professional Learning Communities Coach	Sch-Based Prof Dev Coach	15023855	20210551	1450	10	\$1,909.40	401
Consulting Teachers							
Advanced Learning Consulting Teacher	Advanced Lrng Cnslt Tchr	15001037	20210553	1452	10	\$6,555.60	401
Student Support Svc-Consulting Teacher	Student Spprt Svc Cnslt	15001826	20210536	1435	10	\$6,555.60	401
Student Support Svc-Consulting Teacher-SED	Student Spprt Svc Cnslt	15023810	20210536	1435	10	\$6,555.60	401
School Improvement Consulting Teacher	Student Spprt Svc Cnslt	15001266	20210536	1435	10	\$6,555.60	401
International Educ Consulting Teacher	Student Spprt Svc Cnslt	15020151	20210536	1435	10	\$6,555.60	401
Instructional Technology Support/Resource Teacher	Inst Supt/Res Teacher Sti	15001702	20210527	1426	10	\$6,555.60	401
Curriculum Specialists							
Curriculum Specialist	Curriculum Spec	15001430	20210524	1423	10	\$6,555.60	401
Early Childhood Literacy Specialist	Early Childhood Spec	15001276	20210552	1451	10	\$6,555.60	401
School to Work Specialist	School to Work Spec Stip	15001802	20210529	1428	10	\$6,555.60	401
SPED Program Specialists							
SPED Early Childhood Specialist	Early Childhood Spec	15023112	20210627	1533	10	\$6,560.53	401
SPED Private Schools Program Specialist	Priv Schl Prgm Spec	15023115	20210629	1535	10	\$6,560.53	401
SPED Program Specialist	Program Specialist	15023111	20210628	1534	10	\$6,560.53	401

Appendix F Certificated Stipend Salary 2018-19

STIPEND TITLE	SAP Title	Job Code	Commitment Item	PSFT Earn Code	Months	2018-19 Annual Amount	Duty Code
Career Ladder/Professional Development							
Evaluation Support Consulting Teacher	HR Consulting Teacher	15020885	20210532	1531	10	\$7,389.92	401
STAR Mentor Teacher	Star Consultant Teacher	15001834	20210531	1430	10	\$7,389.92	401
Career Ladder Program Coordinator	CareerLadderPDS	15020958	20210614	1458	10	\$7,389.92	401
TPEP-Teacher Prof Development Specialist	TPEP Specialist	15023529	24003529	1557	10	\$7,389.92	400
Instructional Services Academic Coaches							
Instructional Services School Coach (ELL, C&I, Bilingual)	Inst'l Svc School Coach	15001817	20210549	1448	10	\$6,555.60	401
Instructional Services Music Coach	Inst'l Svc School Coach	15001824	20210549	1448	10	\$6,555.60	401
Early Learning Professional Dev School Coach	Inst'l Svc School Coach	15020803	20210549	1448	10	\$6,555.60	401
Inst. Svc. School Coach (C&I)	Inst'l Svc School Coach	15001818	20210549	1448	10	\$6,555.60	401
Inst'r Serv Bilingual School Coach	Inst'l Svc School Coach	15001819	20210549	1448	10	\$6,555.60	401
Instruction Services PE Coach	Inst'l Svc School Coach	15023279	20210549	1448	10	\$6,555.60	401
Other Curriculum/Program Specialists							
Native American Education Intervention Coordinator	NAE Intv Coord	15020828	20210630	1536	10	\$6,555.60	401
Activity Coordinator	Activity Coordinator Stip	15001036	20210600	1500	10	\$6,555.60	511
Coordinator, College & Career Readiness	High School Specialist	15020758	20210549	1457	10	\$6,555.60	401
Assessment Development Specialist	Assesmt Dev Spec	15023005	20210622	1528	10	\$7,389.96	401
School Nurse Coordinator	SchoolNurseCoord	15023032	20210623	1529	10	\$7,389.92	401
PROFESSIONAL CERTIFICATION							
Professional Certificates (ESA)	ESA Professional Certification				1 time	\$1,500.00	**321(Sec.)
National Standards Certificate Bonus	Nat'l Standrds Cert Bonus			1443	1 time	\$5,208.00	311(Elem.)
Challenging High-Poverty Schools Bonus					1 time	\$5,000.00	
EXTRA CURRICULAR (Discretionary)							
ANNUAL	Annual Stipend		20220601	1501	10	\$2,471.74	321
BUILDING COORDINATOR ATHLETICS	Bldg Coordinor Athletic		20220613	1513	10	\$1,817.08	321
DEBATE	Debate Stipend		20220602	1502	10	\$1,376.30	321
ELEM RECREATIONAL	Elem Recreational Stip		20220603	1503	10	\$1,841.49	311
NEWSPAPER	Newspaper Stipend		20220605	1505	10	\$2,471.74	321
SAFETY PATROL	Safety Patrol Stipend		20220606	1506	10	\$1,309.23	311
SR CLASS ADVISOR	Senior Class Advisor Stip		20220607	1507	10	\$1,481.46	321
STOCKROOM	Stockroom Stipend		20220608	1508	10	\$2,341.84	321
BAND	Band Stipend		20220609	1509	10		321
CHORAL	Choral Stipend		20220610	1510	10		321
DRAMA	Drama Stipend		20220611	1511	10		321
ORCHESTRA	Orchestra Stipend		20220612	1512	10		321
Effective 9/1/18							

Secondary Schools with over 1500 students = total of \$10,867.76/yr, less than 1500 students = \$6,935.39/yr

SEATTLE PUBLIC SCHOOLS

CERTIFICATED NON-SUPERVISORY STAFF
EXTRA-TIME HOURLY RATES
2018-19

<u>Semi-Independent Activities</u> - An employee instructing an in-service class; or designing and writing new curriculum; or serving as the assigned chairperson of a curriculum-type committee or project.	\$37.21/Hr.
<u>Guided Activities</u> - An employee serving as a member of a curriculum revision committee; or an instructional materials development committee; or attendance by certificated employees at certain voluntary in-service activities, including a coaches clinic.	\$27.60/Hr.
<u>Closely Supervised Activities</u> - An employee participating in certain voluntary in-service activities; or on a textual materials review committee.	\$17.92/Hr.
<u>Required Activities</u> - Required attendance by certificated employees for activities initiated and established by the administration or required at the building level.	\$38.69/Hr.

See Combined Substitute Schedule for Sub Reimbursement Rates

Effective 9/1/2018