SPS Paraprofessional CBA Clean Up Proposal

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hr@seattleschools.org
Human Resources

Proposal
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**2022-2025**  
**SPS/SEA COLLECTIVE BARGAINING AGREEMENT**

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PREAMBLE

1. We, Seattle Education Association ("SEA") and 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 youth in our care. Together we believe in our students, our community and ourselves.

2. 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.

3. 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.

4. We are committed to ensuring racial equity in our educational system, unapologetically addressing the needs of students of color who are furthest from educational justice and working to undo the legacies of racism in our educational system. We believe that we can do this by creating and supporting a system that has:
   a. High expectations of and by students and adults
   b. High support from SEA and SPS
   c. High success for students and staff
   d. High trust in parents/guardians, students and staff
   e. High engagement of community and families
   f. High degree of openness
   g. High personalization to meet the unique needs of both students and staff

5. 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.

6. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:
   a. 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.
PREAMBLE

b. 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.

c. 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.

d. 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, and to develop the shared responsibility for supporting student learning.

e. 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.

f. 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.

g. We will provide professional development to infuse racial equity literacy into training, curriculum, instruction and assessment, and community and parent/guardian engagement.

h. 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 are furthest from educational justice we will provide the necessary additional support to help them meet the goals.

i. 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 educators who are racially, gender and linguistically diverse and who also reflect the diversity of our students.

7. These commitments and beliefs, supported by action, will bring about the culture of success that SEA and SPS envision.
ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into by and between Seattle School District No. 1 (aka “Seattle Public Schools” or “SPS”), hereinafter called “SPS,” and the Seattle Education Association, hereinafter called “SEA,” representing the Paraprofessional staff of SPS defined in Article I, Section B (together the “Parties”).

2. SPS, as the employer, 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. SPS and SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. SPS recognizes 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 will 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 will not be used in lieu of filling a vacant represented position or to avoid creating a represented position. Casual/temporary employees will not be used to fill vacant bargaining unit positions unless there are no qualified classified substitutes available. If casual/temporary employees are used in lieu of classified substitutes represented by SEA, SPS will notify the SEA of such use.

5. The rights and privileges afforded SEA as specifically enumerated in this Agreement will not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by SEA.

6. Whenever SPS modifies the job title or the job description of any position listed in Appendix B, it will furnish the text of such change to the SEA and Appendix B will be considered as thereby amended to that extent. Should SPS desire to delete a modified or discontinued job title from Appendix B, it will so advise the SEA in writing giving the reasons. If the SEA concurs, it will confirm this in writing and Appendix B will be considered as thereby amended to that extent. Any dispute between the parties over proposed exclusion of job titles not resolved by direct negotiations will be resolved in accordance with the unit clarification procedures of Chapter 391-35 WAC.

7. Whenever SPS creates a new job title and job description relating to Paraprofessional work of the general type already included within the bargaining unit, it will 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
ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

separate community of interest among the employees to be added.

If SEA concurs, it will confirm this in writing and Appendix B will 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 will 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 will be found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will 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 SPS and the SEA. Neither party will 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 will not be interpreted or applied 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 year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

1. The term of this Agreement will be, effective September 1, 2022 through August 31, 2025 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 SPS and the SEA pursuant to Chapter 41.56 RCW

3. SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices to implement the provisions of this Agreement.

4. Policies, rules, regulations, procedures and practices of SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by SPS, and not in conflict with the provisions of this Agreement will remain in full force during the term of this Agreement, unless modified by mutual agreement of SPS and the SEA. 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 SPS and the SEA. Neither party will be required to negotiate or bargain on any issue during the term of this Agreement except as otherwise provided in this Agreement.

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
ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

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 will 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. District-wide Emergency Closure Make-up Days. Three emergency closure make-up days will be scheduled. The scheduled make-up days will be, the scheduled day off between semesters, and the first two days following the last day of school in June. If additional emergency closure make-up days are required, they will be added at the end of the school year.
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), Memorial Day (May), and Juneteenth (when school extends beyond this day).
h. Contractual Days. The four workdays preceding the start of school, except for the Friday before Labor Day.
i. November conference days. Three consecutive days for parent-teacher conferences immediately preceding Thanksgiving Day.
j. In school years with 261 or 262 days, the 260-day work calendar will record those days as unpaid and non-workdays.

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 will be found contrary to law, the provisions or applications will not be deemed valid and except to the extent permitted by law, but all other provisions or applications will 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, 2025, written notice of such intent will be given to the other party no sooner than March, but no later than April of 2025. Thereafter, representatives of the SEA and SPS will meet at reasonable times and will 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 will be conducted at the times mutually agreeable to the bargaining team named by each party.
ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2022-2025" will be printed by the SEA after the Agreement has been ratified and signed and will 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. SPS will post the Agreement on the SPS website and provide the link to all newly employed certificated non-supervisory employees.

   b. SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting online.

   c. There will be two (2) signed copies of the final Agreement for the purpose of records. One will be retained by 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’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;
   c. 2/3 vote of the building’s SEA represented staff must vote to support the request. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be 2/3 of the total votes cast;
   d. 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;
   e. 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 Director of Schools. 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 Chief Human Resources Officer.
   f. Costs (if applicable);
   g. Effect of waiver on other areas of the Agreement, other bargaining units’ contracts, or other program/buildings; and
   h. 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 concurrently to the Director of Schools and SEA by the first working day of the month, so the respective committees can process and provide recommendations on the waiver request to their appropriate decision-making bodies in a timely manner. Waiver requests will only be granted if both SPS and the SEA agree. A copy will be forwarded to the Assistant Superintendent of Human Resources.
ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

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 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. Building Equity Teams

1. Partnership Committee

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 Racial 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 is to ensure racial equity in our educational system, unapologetically address the needs of students of color who are furthest from educational justice, and to undo the legacies of racism in our educational system, consistent with Board Policy No. 0030 - Ensuring Educational and Racial Equity.

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 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 SPS’s progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the district, program and school level. SPS 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.
ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

g. 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. SPS 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 No. 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 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 Chief Human Resources Officer, including the Labor Relations Executive Director and representatives from among the Instructional Directors
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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 (BLT/PLT)

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 will 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 seven (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 Directors of Schools.

4) Where there is a Racial Equity Team, at least one SEA-represented member will serve on the BLT/PLT.

5) BLT teams will be provided with racial equity analysis training.

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 that reflects equity commitments and support the CSIP plan.

3) The school’s /program’s budget.

4) Creation/review of the Decision-making Matrix (DMM), which is not voted on.

d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan. Each school’s CSIP will explicitly state a Racial Equity Action Plan.
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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 will be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. No later than May 31 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. The building/program committees will be determined by the Building Leadership Team/Program Leadership Team.

i. The Building Leadership Team/Program Leadership Team and building/program committees will include parent/guardians, 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 majority vote on, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved to attempt to resolve the issues. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be a majority of the total votes cast. 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) workdays from the date that the issues are initially raised.

5. Building Racial Equity Teams/Program Racial Equity Teams

a. Vision Statement: The commitment to institutionalizing racial equity is essential for the success of all learning communities; therefore, all committees must commit to make racial equity the core of their charge. This commitment requires the understanding and utilization of racial equity analysis tool, materials and resources to support convening, planning and action. We must ensure that all work is focused on implementing School Board Policy No. 0030 – Ensuring Educational and Racial Equity. This contract shows our commitment to cross committee work, joint partnership work through BLTs, RETs, and on-going partnered actions. SEA and SPS will co-lead and implement the following:
ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

1) Racial Equity Literacy trainings for school sites and teams.

2) SPS 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 Racial Equity.

3) SPS will provide five trainings for the induction phase of newly established teams. SEA Center for Racial Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

b. 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.

c. 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 seven (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.

d. 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.

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 SPS’s recommendations on best practices and recommended initiatives.

3) Review school/program data on disproportionality in discipline and other areas.
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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.

9) BLT and RET will collaborate to review the CSIP, budget, professional development plan and other whole school initiatives.

6. Schools may consolidate or eliminate all or some of the teams (BLT/PLT, instructional council, RET, safety) as long as the overarching goals are represented in the CSIP. No one staff member may receive more than 2 stipends for committee work.

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. One (1) building directed contractual day or the equivalent in 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

2. 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.

3. Two (2) SPS directed contractual days. SPS may choose to provide flexibility on the use of all or part of this day. The State In-Service Day will be a SPS-directed day with content either directed and/or designed by the District.

4. A workday is defined as the number of hours in an employee’s regular workday.

5. 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 supervisor. Any alternative must be consistent with the original purpose of the days.

6. 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.

7. SPS will provide $3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.
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8. 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 will 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.

4. A workday is defined as the number of hours in an employee's regular workday.

5. The paid activity (or activities) must be preapproved by the employee's supervisor. An employee may appeal their decision to the Labor/Management committee. Extra Time Reporting forms will be utilized by the employee to document and claim such time.

6. 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.

7. 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 workdays in each school year. The employee may also use days to pay for substitutes to attend professional development during the workday. Each substitute day will be equal to one day of pay.

8. Any unspent funds will be recaptured by SPS on a yearly basis. There will be no carryover of these funds.

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

1. The steering committee’s primary role is ensuring 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 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. 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’
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service to 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, SAEOs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.
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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 will be offered by 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 SPS and be relevant to the employee's present or planned future responsibilities.

2. Professional development courses will 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 will be paid by the employee.

4. Courses will be offered in a variety of geographical locations whenever possible.

5. Courses will be offered at times which are as convenient as possible for most of those employees participating whenever feasible.

6. To effectively teach all students and work with all staff and parents, 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 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
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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.
ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. SPS's Board of Directors and its agents are legally responsible for the management of SPS. Reserved to 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 will be determined and administered by SPS through such policies, procedures and practices as it may select. This statement of SPS authority will be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.

2. SPS and its employees share the common purpose of maintaining and improving the performance of 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 will be no interference with the rights of the employees to become members of the SEA, and 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 regarding 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 SPS harmless against any liability which may arise by reason of any action taken by 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, will comply with Chapter 41.56 RCW and membership will 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. SPS will furnish the SEA a listing by name of all employees employed by SPS and their school/work location by September of each year. A list of corrections and changes to this list will be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

1. There will 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 will not be grounds for any discipline or discrimination against an employee.

3. There will be no discrimination against any employee for utilization of the grievance procedure.
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SECTION E: Employee Personnel Files

1. There will be only two files established for maintenance of employee performance and discipline records. The official personnel file and is secured at the SPS office and the working building/program file is 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 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, 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 will not be applied in a manner that would require 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 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, will either be transferred to the SPS personnel file or will 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 will be permanently attached to the materials and will become a part of the employees written personnel records.

   b. Pursued by using 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 will become a part of the employee's permanent classified employee file.

9. Material judged through the grievance procedure to need adjustment will be modified or removed as appropriate.

10. When materials are removed from a personnel file or destroyed for any reason, it will include all electronic copies.
ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION F: Communication Rights and Privileges

1. The SEA will 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 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, if this will 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 will 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 will not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives will satisfy the principal/supervisor that they are on official business before they proceed through the building to any room. All such visits will not interfere with any employee’s activities while on duty.

4. SPS and the SEA agree that having the SEA representatives included in Outlook (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 SPS 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 SPS 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. SPS will incur no additional cost because 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 will 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

Following the 2022-2023 school year this section will expire and schools currently designated as Creative Approach Schools will no longer be designed as Creative Approach Schools. No new schools may apply to be Creative Approach Schools during the 2022-2023 school year.

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 the 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 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.
ARTICLE III: RIGHTS AND RESPONSIBILITIES

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 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 school’s proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be 80% of the total votes cast.

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, will 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 SPS 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 will 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.
ARTICLE III: RIGHTS AND RESPONSIBILITIES

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. If a program is not budget neutral, SPS 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. SPS 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 employee’s request will 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 will not continue until representation is present, provided, however, the meeting/interview will 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 SPS unless this disclosure would compromise the SPS investigation.

4. No employee will 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. 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, will 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 will 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 will grant the employee’s request
ARTICLE III: RIGHTS AND RESPONSIBILITIES

to be represented by the SEA; provided, however, the meeting/interview will 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 when 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 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. SPS will furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and 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 SPS will be carefully evaluated, and the costs incurred will be reimbursed by the SEA.

SECTION J: Sexual Harassment

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

1. 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

SPS will abide by their whistleblower policy, Board Policy No. 5250. However, in the event an employee decides to pursue the matter in court, the employee will not have access to the grievance procedure herein or the SPS appeal procedure in addition to the court process. It is the intent of the Parties that the employee has the right to select one avenue of resolution, but not both.

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

1. 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. SPS will provide HIV/AIDS - Hepatitis B training as required by law.

SECTION M: Health and Safety Needs

1. SPS will provide a safe and healthy workplace per State Law.

2. Teaching stations will be equipped for the purpose of communicating in emergency situations.

3. SPS 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). SPS 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
ARTICLE III: RIGHTS AND RESPONSIBILITIES

students, staff, and the public during any remediation period. Such notice will be given to the affected building or school as soon as possible and in any event no later than five working days after SPS has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

1. SEA and SPS agree to establish a joint work group in 2019-2020, to review and update the following sections for legal compliance and restorative justice purposes: Article III, Section N– Safety and Security and Section O– Protection of Employees and Property. See MOU, Appendix Q.

2. 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 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.

3. SPS currently has in place several 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 SPS 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
ARTICLE III: RIGHTS AND RESPONSIBILITIES

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.

4. Whereas 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
ARTICLE III: RIGHTS AND RESPONSIBILITIES

b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.

5. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from SPS.

6. 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) SPS will track these students when they request re-admittance after successfully completing a behavioral modification program.

   3) SPS will reassign these students on an equitable basis across SPS in appropriate individual schools and classrooms when they are readmitted to a regular school unless there are extenuating circumstances.

   4) 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 will 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, 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.

7. Disruptive Non-students: 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.

8. Hearing Officers: The SEA and SPS annually will jointly review and evaluate hearing officers.

9. 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

SPS will attempt to provide healthful working conditions for its employees consistent with Federal, State and local laws and their rules and regulations. Employees will 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. 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, 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 will 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. SPS will 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 will 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. SPS will 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, SPS will 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 will 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. SPS or its insurer will 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 will include loss or damage caused by hit and run.

1) SPS will reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars ($250). SPS will 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) SPS will provide an additional sum of $7000 annually. This sum of money will 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 of SPS in providing reimbursement of claims more than $250. Once the fund is exhausted, it will not be replenished until the following school year.

3) 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 will 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.

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 will be compensated as provided in, Article VIII Section A, of this Agreement.

3. Reporting Procedures
ARTICLE III: RIGHTS AND RESPONSIBILITIES

An employee will 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 will permit SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.

4. SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from will 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 will pass this information along to all employees who interact with those students.

6. Employees will be trained by SPS prior to being assigned to dispense medication. Employees will be trained by 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

SECTION A: Length of Workday and Early Dismissal

1. The workday will be in accordance with the hours authorized for the individual employee position and will 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 forty (40) hours per week; or compensatory time on a time and one-half basis is permitted for hours worked in excess of 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. Hours worked do not include hours covered by the use of paid or unpaid leave.

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 will be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance will be provided for travel between the two work locations pursuant to Article IX, D of this Contract. The employee will keep a mileage report. The affected principals will agree to the means for the reimbursement.

8. The first early release day of each month will be for common planning time scheduled to allow “job alike” collaboration with colleagues across SPS. There will be ten such early releases for the duration of this agreement. 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 Paraprofessional 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.
ARTICLE IV: EMPLOYMENT PROVISIONS

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 will complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor will complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.
   b. The principal/supervisor will discuss the evaluation(s) in detail with the individual employee. Probationary Report forms will 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 will 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 will be placed on regular status. SPS 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 will 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 will 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 will 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 will 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.
   b. The principal/supervisor will discuss the evaluation in detail with the individual employee. Performance Appraisal forms will 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 will 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 opportunity to improve 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
ARTICLE IV: EMPLOYMENT PROVISIONS

such informal observation, the written documentation of the observation must be provided to the employee 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 will 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 will 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 will 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 will 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 “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
ARTICLE IV: EMPLOYMENT PROVISIONS

of two (2) competencies. In the event both parties choose the same competency, they will select an additional competency for a total of two (2).

3) An employee may remain on the Focused Evaluation cycle for a period of five (5) years. All employees must receive a Comprehensive evaluation at least once every six (6) 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 SPS from the procedural requirements of Article IV, Section B, will 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," will not be subject to the Grievance Provisions of Article X.

5. There will be no illegal eavesdropping.

SECTION C: Paraprofessionals in the Classroom

1. SEA and SPS recognize the importance and advantages of utilizing Paraprofessional staff in the classroom.

2. Certificated employees will 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. SPS will 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 will 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 will 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

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,
ARTICLE IV: EMPLOYMENT PROVISIONS

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 F: Affirmative Action

1. The SPS Board of Directors selects employees as needed on the basis of merit, training, and experience so that there will 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 SPS will comply with State or Federal laws as may pertain thereto.

2. The Affirmative Action program goal for SPS is to attract, develop and retain a high-performing, multicultural workforce to serve diverse student needs.

3. In implementing the Affirmative Action program, SPS will recruit, employ, retain and assign personnel in conformity with State and Federal laws, rules, regulations and directives.

SECTION G: Liability Coverage and Hold Harmless Provisions

1. SPS will hold harmless and will 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 SPS arising from or out of the employee's performance or failure of performance of duties as agent for SPS, provided that:

2. SPS agrees to adopt such methods as it and 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 SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.

   a. SPS will not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of 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 SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.

3. Specifications for staff coverage in SPS's Liability Protection program will be developed by the SPS Insurance Review Committee involving employee representatives.

SECTION H: Resignation and Termination

1. Employees who are terminating from SPS employment will, whenever possible, submit 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 will be provided to the immediate supervisor.

2. SPS will, whenever possible, provide employees with a minimum two (2) weeks written notice of termination. Such notice will state the specific cause(s) of termination.

SECTION I: Paraprofessional Mentoring Corps

1. SEA and SPS will convene a committee on paid time in 2019-2020 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least $56,000 will be committed to program implementation for the 2020-2021 school year.

2. Paraprofessional and SAEOP mentors will be released on a yellow collaboration and job-a-like
ARTICLE IV: EMPLOYMENT PROVISIONS

days to meet with mentees.
ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of SPS will be available to all employees and the SEA for their review during the workday in Human Resources. In addition, 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. 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. SPS will use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.

2. SPS and the SEA will 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 will be appointed by the Superintendent. The SEA members will be appointed by the SEA President. SPS and the SEA will negotiate the appointment and any compensation of the two (2) neutral members. The Committee will 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 will comprise the Appeals Panel for classification appeals. The Appeals Panel will 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 will 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 will 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 will 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.

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

SECTION E: Reclassification

1. 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 SPS; or inappropriate classification of an existing position.

2. The SEA on behalf of the majority of an employee group, 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 will 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 to document the decision date for the affected employee(s), supervisor(s), and the SEA.

5. Human Resources will 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) workdays 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 will 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.
ARTICLE V:  CLASSIFICATION

SECTION G:  Classification Downgrading

Any downgrading of a classification will 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. If 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 if 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

SECTION A: Three Phase Hiring Process

SEA and SPS believe that attracting and retaining talented classroom and support educators, who possess the passion and dedication to serve our students furthest from educational justice, results in high quality instruction. To that end, SPS commits to developing and rigorously applying talent management recruitment and hiring practices based on the Racial Equity Analysis Tool that have the effect and impact of increasing the hiring of educators of color and educators with race, gender and linguistic diversity, as set forth in Board Policy No. 0030 - Ensuring Educational and Racial Equity. As such, SPS commits to actively recruiting, employing, supporting and retaining a workforce that includes racial, gender and linguistic diversity, as well as racial-equity literate administrative, instructional and support personnel. In addition to SPS efforts, site-based hiring teams will be trained in the Racial Equity Analysis Tool as part of the site-based interview training.

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. Title I schools can advertise and hire their positions as early as possible. Similarly, schools with special education and hard to fill positions are also able to advertise and hire for those positions as early 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.

6. SEA and SPS agree that hiring and retaining educators of color is a primary focus of SPS’s efforts to have work force equity under Board Policy No. 0030 – Ensuring Educational and Racial Equity.

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 in Phase I.
ARTICLE VI: VACANCY, HIRING AND TRANSFER

Phase II:

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

SPS will 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 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 will 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 in high-needs areas (e.g., special education) and in Title I schools will be advertised for all applicants, internal and external from the start of the budget and staffing period unless there is a reduction in force (RIF) in specific categories. Other non-Title I schools and low-need subject areas will be eligible for open hiring once the number of openings exceeds the number of displaced staff and all RIF’d employees have been recalled into positions (if applicable).

SECTION C: Vacancies

1. SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with SPS's basic educational goals and program continuity consistent with the financial resources available. SPS has the authority to make necessary adjustments in 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 Article VII.

3. Principals/program managers will file a Position Change Request (PCR) upon knowledge that a vacancy has occurred. SPS will 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 will be approved by the district-level administrator. Delays for unnecessary or avoidable reasons will be disapproved by
ARTICLE VI: VACANCY, HIRING AND TRANSFER

the district-level administrator.

SECTION D: Career Ladder Promotions

It will be a goal of 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 will exist within the bargaining unit and related classified staff employment categories that will 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 will receive priority consideration for promotion.

3. 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.
ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION E: Voluntary Transfers

1. The basic consideration in the assignment of employees in 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 goals of SPS will 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. 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 will be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There will 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 will 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, will consult the SPS Employment website for application information.
   b. Employment Services will determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services will 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 will 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 will 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) All Positions

      Employment Services will refer six (6) applicants who meet the minimum qualifications for positions as written on the job announcement. The pool of six (6) qualified
ARTICLE VI: VACANCY, HIRING AND TRANSFER

applicants will 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) The makeup of the selection committee will be as follows:
   a) Two (2) building staff, selected by SEA-represented employees. At least one (1) will be a classified employee.
   b) The principal/program manager will normally be a member of the committee and will designate one (1) additional person. In the event the principal/program manager is unable to serve, they will designate another person to serve in their behalf.
   c) Each building will vote to determine if there will be participation by the site council or PTSA. If the building decides to involve either the site council or PTSA, then they will 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 will be made up of the two (2) members designated by the SEA and the principal/program manager and their designee.

3) The selection committee will be provided with a joint SEA/SPS interview training program (no less than one hour) relating to legal and procedural issues in employee selection, including training on racial equity literacy and implicit bias.

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

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

6) 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 will 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, SPS will 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.
ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:
   a. SPS has the legal responsibility to establish the educational programs, services and staff in accordance with SPS's basic educational goals and program continuity consistent with the financial resources available. 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. SPS will 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 SPS in placing and transferring employees.
   d. SPS and SEA may agree that it is in the best interest of the employee, the site, students and 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 will 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 will be given at least one (1) week's notice. The written notification will include the reasons for the transfer.
   b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, will provide tentative notice of transfer in writing, and will provide the employee with an opportunity to comment.
   c. Criteria listed in Article VI Section F above will be utilized for administrative transfer.
   d. An employee who is selected to transfer because of an HR administrative decision after the beginning of the school year will 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 will 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 will 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);
ARTICLE VI: VACANCY, HIRING AND TRANSFER

d. Authorized work year;

e. Number of hours authorized per day; and,

f. Work location.
ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION B: General Provisions

1. 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 SPS after consultation with the SEA.

2. Job groups for the bargaining unit will 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 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 SPS and confirmed in writing to the employee.

4. 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.

SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, will be established for employees by their current job titles. For this procedure, seniority is defined as regular employment in SPS, excluding time worked as a substitute, an hourly employee or extra time. Regular part-time employment is prorated based on the number of hours worked. An employee will 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 will be calculated as if the employee had not been laid off.

SECTION D: Staff Adjustments and Displacements

1. Principals, program managers and other administrators will make recommendations for staffing consistent with program requirements and services based on financial resources available.

2. If staff displacements within the bargaining unit are necessary, such adjustments will 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 to retain the
ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

present assignment. This means that 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 will be accomplished by the following process:

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 will have first priority for the vacancies in the job title they held when the program was terminated.

3. Employees who are displaced because of school closure will 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 because 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, SPS will 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. SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing will 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, SPS will inform the SEA when the nature and approximate size of the proposed staff adjustments are known. SPS and the SEA will immediately meet to review the changes.

4. The performance ratings (evaluation) of employees will not be a factor in determining the order of layoff under this Section.

5. Layoff Criteria
   a. Based on budget allocations, 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)" will be created separately from the displacement pool to reduce the number of employees who might otherwise be laid off.
      1) Job titles for the unassigned pool(s) will be mutually agreed upon by 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 will be determined by SPS
ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

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 will have the same return rights as displaced employees as outlined in Article VII Section I.3 below.

SECTION G: Exemption Process

1. To retain a workforce that includes racial, gender, linguistic and equity literate educators in times of displacement and/or reduction in force, SPS may as allowed by law, act on a principal/program manager’s recommendations for exemptions to displacement and lay-off (reduction in force) using the following three (3) specific criteria:
   a. Critical program and/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 critical instructional or educational support areas as demonstrated by training, specific experience and education.
   c. Use of the Racial Equity Analysis Tool points to an adverse impact on students furthest from educational justice when making staffing, budgetary or displacement/layoff decisions.

2. SPS will notify SEA within five (5) working days of any exemption recommendations that are approved. The notice will 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. 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 SPS which affects their positions.

3. Whenever 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, 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. When 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 will 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
ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, they will be laid off and placed in the Re-employment Pool. SPS will send a certified letter to the employee confirming the employee’s refusal to accept an assignment.

a. If 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 to qualify for the position; or,

2) Sign a waiver form and be placed on the recall list.

b. If 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.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and will 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 will 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 will 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, 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 will 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 will 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, workdays, or SP Salary Schedule level will have the right to return to a position comparable to the one held during the previous school year and will 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 will be extended for a second year.

b. Return to the building: After the filling of vacancies under Article VII Section I.3. a. above,
and based upon seniority, any employee will have the right to return to the same building in
the same job title held during the previous school year.

1) 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 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 will have no impact on displacement or lay off for which the
employee has already been notified.

2. Employment Services will identify positions to which to recall laid off employees consistent with
Article VI Section C.1. A Re-employment Pool will 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 SPS will be utilized in determining their
placement on the salary schedule upon return to active service. Those laid off will 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. SPS will 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 will be deemed to have forfeited their recall rights under this Section.

4. Those laid off and recalled will 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 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. above. If they do so, they will
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 re-employed following layoff due to
staff adjustments. Prior service with SPS will be utilized in determining salary placement for
those re-employed within two (2) years. Increment credit will 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
ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

off will be calculated as if the employee had not been laid off.
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 will 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 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 will 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 will 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, childcare 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 if 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 will 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.
   g. To support employees with parental leave requirements related to the birth or placement of a child with the employee after 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
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

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: Beginning in 2019-2020, employees will receive four (4) Personal Leave days, that come from the employees accrued sick leave as outlined in Appendix J. The Personal Leave will 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 will 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 J. All leaves granted under these provisions will be in units of full days or half days.

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 will 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 will 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.

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. If leave is taken, employees are encouraged to confirm dates with the designated SEAOP office staff. In the case of an emergency, SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by SPS for the lack of substitutes.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into SPS'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 SPS 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 buyback will be administered in accordance with state law.

   a. Employees who retire will be entitled, upon written request to 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 more than 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: 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 using 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 will be provided by 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 workdays exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 workdays the employee may use remaining accumulated leaves to bring total compensation to 100% of pre-disability until the leave runs out. After sixty (60) workdays or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

   a. The employee will 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 will file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.

   b. The employee will conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to SPS monthly reports from the attending physician which document a medical condition which prevents the employee from performing any regular duties.

   c. The employee will return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of 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 will cease.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

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 will be granted with full pay during the work year.

   b. For 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 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 will be made in writing to the immediate supervisor.

   b. Employees who serve as jurors during the work year will receive full pay, provided that any/all compensation received for such service is remitted to SPS upon receipt.

   c. Any transportation, meal, or lodging expense reimbursement will be retained by the employee. The employee will provide in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies to SPS 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. will 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 will be with full pay. To the extent possible, all leaves under Article VIII Section A.10 will be scheduled outside of the work year.

   b. For appearances in which the employee's appearance is adversarial to SPS interests, leave will be without pay.

   c. For appearances unrelated to SPS interests but in which the employee is a party, leave will be with full pay, provided that the employee will pay to SPS the full cost of their substitute.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

d. For appearances unrelated to SPS and in which the employee is a disinterested witness or participant, leave will be with full pay, provided that any witness fees paid to the employee will be returned to SPS.

11. Adoption Leave:

Adoption Leave will be granted with pay to either or both parents on a temporary basis upon application to Human Resources for the purpose of completing the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any 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 will 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 (except for childbearing 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 will 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 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 will 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.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

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 will 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 SPS.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

d. In times of financial difficulty Human Resources will 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) workdays 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 SPS.

g. Long term leaves 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, 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 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 will 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 will 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 SPS, they will resign from SPS or apply for a temporary leave of absence without pay from 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.
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

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 will present evidence to 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 and Emergency Closures

1. If severe weather conditions make it necessary for 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 SPS has not declared schools closed, the following will 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. SPS will 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 will inform the employees.

6. Principals/program managers will 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 will 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 workday 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. SPS will 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
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

employees. 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 will be consistent with the provisions of Chapter 41.56 RCW. The SEA will provide legal defense including attorneys and agrees to indemnify and to defend SPS and its representatives and hold each and all of them harmless from all claims, liabilities or costs which arise out of entering into or enforcement of this Section. 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 will 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 SPS.
   b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year will be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to 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 will be granted a leave of absence for the duration of their term of office. The SEA will notify SPS in writing and request such leave of absence on the behalf of the employee(s). SPS will acknowledge the request in writing. SPS will 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 will retain their seniority rights and will 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, will be in writing to SPS. Copies of written requests for released time will 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 SPS, and when released time is provided it will be subject to reimbursement to 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 will be in writing to SPS. Written requests for released time will 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 SPS, and when approved SPS will provide leave, subject to reimbursement to 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 will be reimbursed to 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 will resume duties with 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 will be entitled to a
ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

position comparable to their previous position with SPS. The officers will retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. 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 will 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. SPS recognizes this release of SEA members is of direct benefit to 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 Chief Human Resources Officer 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:

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

a. Employees who leave SPS will receive compensation for days of earned vacation due to 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 1.250 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 will 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 will 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, 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 will 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 thirteen (13) paid holidays annually:

<table>
<thead>
<tr>
<th>Independence Day</th>
<th>New Year’s Eve Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Presidents’ Day</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>Juneteenth</td>
</tr>
<tr>
<td>Christmas Day</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Veteran’s Day</th>
<th>New Year’s Eve Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>President’s Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

1. The salary schedules will be comprised of the salary, step and grade for each job title in the bargaining unit. There will 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 contained in Appendix A-1 through A-8.

2. The salary increases for each year of the contract will be as follows:
   a. For 2019-2020: Five percent (5%) will be added to the salary schedule, which consists of two percent (2%) for the Implicit Price Deflator (IPD) (The legislative inflationary increase) and an additional three percent (3%), for a total of five percent (5%).
   b. For 2020-21: Two point one percent (2.1%) will be added to the salary schedule, which consists of an estimated two point one percent (2.1%) for the estimated Implicit Price Deflator (IPD) (the estimated legislative inflationary increase) and no additional percent, for a total of an estimated two point one percent (2.1%). In the event the Legislature adjusts the IPD upwards or downwards from the 2.1%, the total salary will be adjusted accordingly to match the final IPD set by the Legislature. Examples are provided in the following subsection.
   c. For 2021-2022: Five percent (5%) will be added to the salary schedule, which consists of an estimated two percent (2%) for the Implicit Price Deflator (IPD) (the estimated legislative inflationary increase) and an additional three percent (3%) for a total of five percent (5%). In the event the Legislature adjusts the estimated 2021-2022 IPD upwards or downwards from two percent (2%), the total salary will be adjusted accordingly to match the final IPD set by the Legislature. Two examples follow: (1) if the final 2021-2022 IPD is set at two point five percent (2.5%), the total salary will be five point five percent (5.5%); (2) If the final 2021-2022 IPD is set at one point five percent (1.5%), the total salary will be four point five percent (4.5%).
   d. Classified substitute salary rates of pay increased by the same percentages listed above in a through c.

3. Increments

   Increments will 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 SPS on or before June 1 of the preceding academic year to be eligible for an increment.
   c. Employees who have a work year of less than 260 days must be permanently employed by SPS on or before April 1 of the preceding academic year to be eligible for an increment.

4. Provisions for Summer Semester Salaries

   a. Positions in the summer semester programs will 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 will be as follows:
      i. A regular semester year employee who works in a summer semester program will be
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

compensated at the same step placement they held at the end of the school year immediately past.

ii. 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 will be compensated at the first step within the classification level for the summer semester position.

c. Compensation for summer semester employment will be in accordance with the salary schedule in effect at the end of the school year immediately past.

SECTION B: Group Insurance Provisions

1. School Employees Benefits Board (SEBB) Program

SPS will pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined below.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits presently offered by SPS through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.)

2. Dependent Coverage

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee’s spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents who were covered as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee’s cost for a period up to 36 months. Such payments will be made through payroll deduction by SPS and paid to the HCA for this purpose.

3. Eligibility

All employees, including substitute employees, will be eligible for insurance coverage according to the School Employee Benefits Board (SEBB) program rules as established by the Washington State Health Care Authority (HCA) in accordance with Title 182 WAC and any additional policies, procedures, or written guidance issued by the SEBB Program. The SEBB program defines an benefits-eligible employee as one who works or is anticipated to work 630 hours or more in a
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

school year (from September 1 through August 31). In accordance with SEBB Resolution 2018-36, employees who work variable schedules may also be deemed eligible for benefits if they worked at least 630 hours in each of the two (2) previous school years and are returning to the same type of position or combination of positions for the following school year. SPS will provide employees with written notice of any change in eligibility status, including applicable enrollment deadlines, using HCA-approved communications and within the timeframes specified by HCA.

4. Enrollment and Premiums

Employees who do not elect or waive coverage during their initial eligibility period will be automatically enrolled in SEBB’s default coverage with applicable premiums and surcharges. Premiums and surcharges will be withheld from the employees’ paycheck each month. If an employee’s paycheck is insufficient to cover their benefits deductions, owed amounts will be withheld from future paychecks, and employees may contact SPS to arrange a repayment plan. Benefits elections may be changed by the employee during the SEBB Program’s annual Open Enrollment or within 60 days of a “Special Open Enrollment” (known as a Qualifying Event).

5. Collaborative Review Process

SPS will provide SEA with reports upon request regarding employees SPS deems ineligible for benefits. SPS will provide any information requested by SEA regarding the reasons for such ineligibility.

6. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours, except during the month of September when the employee’s benefit coverage will begin in September if the employee meets the eligibility criteria.

7. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee will be offered benefits coverage beginning in the month following this establishment of eligibility.

8. Benefit Termination/End

Any employee terminating employment will be entitled to continue receiving SPS insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion after the school year, SEBB rules will govern the termination of benefit coverage.

9. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.

10. Joint Monitoring Committee

The parties therefor agree to the following:

- Meet on a regular basis to assess the impact of the transition on staff;
- Problem solve around barriers or challenges to the transition;
- Reach mutual agreement on resolution to identified challenges or impacts.
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

It is the intent of the parties that any agreements reached through this process will be added to the contract as an approved MOU between SEA and SPS.

11. Additional Issues

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

All of the provisions of Article IX: Salary and Financial Provisions, shall be interpreted consistent with the rules and regulations of the SEBB.

SECTION C: Payroll Deductions

1. It will be an exclusive right of employees who are members of SEA 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 SEA an assignment authorizing payroll deduction of membership dues and/or fees to SEA and to State and National organizations with which it is affiliated. Such authorization will then be submitted to SPS Payroll Services by SEA. SPS Payroll Services will 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 SEA to SPS Payroll Services. This authorization may be on a continuing basis. A table of prorated annual dues and/or fees will be supplied by SEA to SPS 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 will 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. SEA’s “authorization of payroll deduction” form will clearly state that it will 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 will clearly state that it will 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 will 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 will be made monthly from regular pay warrants. SPS agrees to remit monthly all monies so deducted to SEA accompanied by a list of employees from whose pay the deductions have been made. SEA will 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. SPS will be absolved by 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 will 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 will also apply to the educational opportunity fund payroll deductions.

6. The SEA agrees to indemnify and save SPS harmless against any liability which may arise by
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

reason on any action taken by SPS to comply with the provisions of this Article IX, C, including reimbursement for any legal fees or expenses incurred in connection therewith. SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability regarding 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 will be compensated at the rate which is the maximum Federal Internal Revenue Service allowance for tax purposes. The mileage will 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 SPS.

2. Employees authorized to utilize their personal vehicle on District business will 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 will be granted at least one-half (1/2) hour travel time to go from one building assignment to another.

SECTION E: Tax Sheltered Annuities

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

SECTION F: Provisions for Salaries

1. SPS uses electronic bank deposit to provide employees their salary payments on the first SPS business day of each month. One-twelfth (1/12) of an employee’s annual salary will be paid on the first SPS business day of October and each of the following eleven months.

2. For individuals hired after the beginning of the work year, the salary payments will be paid pro rata for the remaining payments for that work year.

3. Salary overpayments due to error will be repaid according to a monthly installment schedule mutually agreed upon by the employee and SPS. The employee will be notified by SPS of their right to Association representation at all meetings relating to overpayments of salary. If the employee and SPS do not agree on a repayment schedule, SPS will 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.

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, will notify Employment Services and request a substitute.
   c. Upon request at the building level, a substitute may be provided by SPS for instructional assistants who are absent from their places of assignment. Such substitutes will be provided based on availability of funds and qualified personnel. Special efforts will be made whenever possible to provide substitutes for bus supervisors on the first day of
ARTICLE IX:  SALARY AND FINANCIAL PROVISIONS

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

a. After forty-five (45) consecutive days in the same assignment, or continuous assignments
in one building, classified substitutes will, be eligible for health care, retirement, and regular
assignment pay. Eligibility will be for a minimum of three (3) months or longer if they
continue in that assignment(s) after the forty-fifth (45th) workday. 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.

b. When open substitute assignments are reasonably expected to last forty-five (45) days or
more, the substitute will be placed and staffed in the position with regular assignment pay,
health and welfare benefits, and retirement. Coverage will 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 will begin on the first of the second full month thereafter.
Eligibility will be for a minimum of three (3) months beyond the last day in the assignment.

c. Daily substitutes accrue paid sick leave at the rate of one hour for every 40 hours worked.
Daily substitutes who work 90 days or more in a school year will 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.

d. 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.

e. A continuous assignment is defined as working consecutive days in a single assignment, in
multiple assignments in the same school, in high needs schools or in hard to fill positions.

f. Substitutes selected for a “hard to fill” pool will be in a continuous assignment.

k. Medical insurance eligibility: when permitted by the School Employees Benefit Board
(SEBB), substitutes who have worked at least six hundred seventy-five (675) hours in the
previous year will 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 will be for
the subsequent year, following the substitute having worked at least 675 hours 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 will make written arrangements, including payment
schedule, with SPS’s Payroll Service or its designee.

2. Assignments:

a. Only SPS Substitute Service is authorized to make initial assignments.

b. Classified substitutes are released automatically at the end of the workday unless
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

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. SPS will 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, SPS will 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. SPS 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 will 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 will 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 will 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 if employee reports for work within a reasonable timeframe.

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. SPS will provide every substitute hired into 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
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

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 will 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, will 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.

g. Substitutes who work 630 hours will accrue sick leave at 1 hour for every 20 hours of work in the same school year.

7. Substitute Unavailability Funds

a. SPS will 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:
ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

1) The reimbursement will be in recognition of added responsibility and work undertaken because 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 will 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

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 SPS covered by this Agreement having a grievance or 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 will be accomplished as rapidly as is possible to resolve the grievance promptly.

1. To expedite resolution, a grievance must be initiated within sixty (60) days of the events or occurrences upon which it is based. However, grievances related to salary may be initiated within two (2) years of the events of occurrences upon which it is based.

2. The number of days within which each step is prescribed to be accomplished will be considered as maximum and every effort will 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 will 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 will 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 will 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 will 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 will be deemed withdrawn and resubmitted at Step 2.
ARTICLE X: GRIEVANCE PROCEDURE

SECTION D: Procedures

1. Step 1: Informal Discussion

An employee will first take up a complaint or problem with their immediate administrative supervisor in private informal discussion(s) and every effort will be made to adjust the complaint or deal with the problem in an informal manner. The informal conference will 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 will be given or emailed to the grievant or a representative of SEA 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 to create a climate which will lead to a solution.

b. The Step 2 conference will occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.

c. A written response will be given or emailed to the grievant or a representative of SEA by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies will be filed with the Department of Labor Relations and 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 formal conference at Step 3 will occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.

c. A written response will be given or emailed to the grievant or a representative of SEA by the designated Central Administrator within ten (10) working days after the formal conference, and copies will be filed with the Department of Labor Relations and SEA.
ARTICLE X: GRIEVANCE PROCEDURE

4. Step 4, Arbitration:

If the grievance is not adjusted to the satisfaction of the grievant under Step 3 within sixty (60) days after SEA's receipt of the copy of the Step 3 response, SEA 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 will 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 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 will be deemed withdrawn. During arbitration under this step, neither 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 SPS's General Counsel, the following expedited procedure may be used. After selection of the arbitrator to hear the grievance, such arbitrator will hold a hearing within twenty (20) days of their selection. The hearing will 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 will be in writing in "letter form" and will 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 will be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator will have no power to alter, add to, subtract from, or modify the terms of this Agreement between SPS and the SEA or the rules, regulations, policies or resolutions of 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 will be final and binding on the employee involved and SPS.

SECTION G: Expenses of Arbitration

Each party will 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 will 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 SEA, 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 SEA, as long as SEA 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
ARTICLE X: GRIEVANCE PROCEDURE

not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.

4. Excluded from the grievance procedure will be matters for which law mandates another method of review.

5. No known agent of an organization in competition with SEA will 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

1. 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 SPS and the SEA that there is danger to the safety and well-being of the employees. A written agreement will be reached between the SEA and SPS regarding such a situation.
ARTICLE XII: MEMORANDUMS OF UNDERSTANDING

ARTICLE XII: MEMORANDUMS OF UNDERSTANDING (MOUs)

All Memorandums of Understanding or Letters of Agreement attached and made part of this Collective Bargaining Agreement will expire on August 31, 2022, subject to mutual renewal.