

CONTRACT EXCERPTS OF INTEREST TO SUBSTITUTES



Collective Bargaining Agreement

Between

Seattle Public Schools

And

**Seattle Education Association
Certificated Non-Supervisory Employees**

2015-2018

ARTICLE II: PARTNERSHIP FOR CLOSING THE ACHIEVEMENT GAP

as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff will resolve the matter as to the use of the days identified above using the building/program decision-making matrix.

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

SECTION C: PROFESSIONAL DEVELOPMENT & STEERING COMMITTEE

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

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:
 - a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.

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- b. Review and comment on initiatives, which have been developed with building agreement to insure that the building has a realistic implementation plan, including time and follow-up support.
 - c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.
 - d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.
 - e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.
 - f. The Steering committee may form joint sub-committees or task forces as needs are identified. These sub-committees or task forces will be provided with clear guidance as to task, role, timing and support.
2. Professional Development for Substitute Educators, SAEOPS and Paraprofessionals
 - a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPS and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.
 - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPS and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.
 - c. The sum of \$150,000 will be used to compensate and support training of substitute educators, SAEOPS and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPS will access their professional development funds to the extent available for professional development.
 - d. The dollars allocated in paragraph c. above are available in the following amounts: \$40,000 for Substitutes, \$40,000 for SAEOP, and \$70,000 for Paraprofessionals. Employees may access up to a maximum of \$500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.
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

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

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SECTION A: ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

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

SECTION B: NONDISCRIMINATION RIGHTS

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

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

SECTION C: REPRESENTATION RIGHTS AND DUE PROCESS

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

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

SECTION D: EMPLOYEE PERSONNEL FILES

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

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

SECTION E: ACADEMIC FREEDOM

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

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- g. Participating in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences or seminars or participating in action research projects as chosen by the employee;
 - h. Researching and acquiring educational materials and supplies;
 - i. Preparing, revising, and replacing materials;
 - j. Planning with other employees in areas of instruction, curriculum and assessment;
 - k. Working with computers and other technology as related to educational uses;
 - l. Attending SPS and/or school-connected meetings and governance such as PTSA, etc., as chosen by the employee;
 - m. Participating in the development of a school plan or other building activities or committees;
 - n. Participating in a reasonable number of IEP and Section 504 meetings and communicating with parents/guardian and students.
6. The mandatory portion of the supplemental responsibility contract (TRI) covers participation in scheduled meetings and professional development as follows:
- a. Under the supplemental responsibility contract the employee will be required to participate in the following scheduled activities:
 - 1) One (1) SPS scheduled TRI days. The SPS may choose to provide flexibility on the use of all or part of this day.
 - 2) One (1) building directed TRI day as outlined in Article II, Section B, 2 and two (2) building directed TRI days or the equivalent in hours (for these purposes a day is 8 hours) as outlined in Article II, section B, 1, a.
 - 3) One (1) TRI day is calendared before the first student day for building business and classroom/worksite preparation
 - b. Part-time staff will receive a full day's pay for any full days worked. Part-time staff will submit time sheets for the portion of scheduled TRI hours that exceeds their FTE, when they work the time. For example a .5 FTE staff member will receive a .5 of the total TRI supplemental salary; in addition the staff member will receive 4 hours per diem pay for the additional time he/she will work under the TRI provision. (TRI Days are 8 hour days.)
 - c. All employees with regular contracts (provisional, continuing or leave-replacement contracts) are eligible for full TRI supplemental contracts prorated for their FTE. Building Designated Substitutes and each Long-Term Substitute who has agreed to teach a special education class for which they do not have an endorsement are entitled to a full TRI supplemental contract prorated for their FTE and the portion of the year they are under contract or are a Long-Term Substitute.
 - d. Each employee is responsible for maintaining a personal record of work in case the State auditor requests verification of having met the responsibility contract. This record is not submitted to the SPS.
 - e. The Time Responsibility and Incentive Salary Schedule and Index is found in Appendix A and B. The TRI increase for the 2015-2016 school year will be an across the board amount of 3.0%. This is calculated by adding 3.0% of the 2015-2016 regular salary schedule base salary

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(BA only/Step 1) to the 2014-2015 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2015-2016 TRI Salary Schedule. Beginning 2016-2017, the annual TRI increase will be an additional across the board amount of 2.0%. This is calculated by adding 2.0% of the 2016-2017 regular salary schedule base salary (BA only/Step 1) to the 2015-2016 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2016-2017 TRI Salary Schedule. Beginning in 2017-2018, the annual TRI increase will be an additional across the board amount of 4.5%. This is calculated by adding 4.5% of the 2017-2018 regular salary schedule base salary (BA only/Step 1) to the 2016-2017 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2017-2018 TRI Salary Schedule.

In addition to any percentage increases provided by the Legislature, the hourly and daily certificated substitute rates will be increased by 3.0% in 2015-2016, 2.0% in 2016-2017, and 4.5% in 2017-2018.

7. Employees new to the SPS will receive additional three (3) mandatory days compensation scheduled by the SPS for employee orientation. Retire/rehires or staff returning to the SPS after an absence of less than five (5) years are not provided this time.
8. Hold Harmless for Both Parties: In the event the SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the TRI Supplemental Responsibility contracts shall be null and void for the following school year and thereafter (until and unless the maintenance and operation levy passes) provided (a) the SPS and SEA meet and negotiate regarding continuance of any of these responsibilities, additional time and compensation and (b) if agreement is not reached by the parties in a timely manner, the SPS shall have no obligation to continue the responsibility stipend but will have a responsibility to work with SEA regarding which additional responsibilities will no longer be required or will be modified to a reasonable level because of the loss of the responsibility stipend.

SECTION E: SUPPLEMENTAL CONTRACTS FOR STIPENDED ASSIGNMENTS

1. As professional staff members, all certificated non-supervisory employees who work in schools perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school as well as their assignment duties. Compensation for those duties is paid according to Certificated Non-Supervisory Employees Salary Schedule and through TRI compensation. Some special and supplemental assignments make heavy time demands beyond the school day or call for unusual diligence, effort, responsibility, or skill. The special or supplemental assignments are made on a yearly basis in accordance with RCW 28A.405.240 through Supplemental Contracts and are paid according to the Compensation Schedule for Supplemental Assignments.
2. Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involve one or more of the following criteria:
 - a. Special skills, responsibility, effort, or diligence;
 - b. Extra days of duty served beyond the contract year;
 - c. Extra duties regularly extending substantially beyond the work day as defined in Article IX, A of this Agreement; and,
 - d. Responsibility for leadership of other adult professional employees.
3. The special and supplemental assignments vary in terms of required time, effort, and skill for their execution. Relevant factors to determine the amount of the compensation on the Schedule are as follows:

ARTICLE V: SUBSTITUTES

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

1. Types of Substitutes:

- a. Senior Substitute: A person eligible to substitute for the SPS, who has served four (4) or more years as a SPS substitute educator or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a senior substitute and shall have first priority in assignment. First priority shall mean that any position posted more than 48 hours in advance of the job start time will be open to senior substitutes only. To maintain this designation a Senior Substitute must work 45 days in the prior year and accept assignments for which they are called. (Note: to be eligible to self-pay for medical insurances the senior substitute must work at least 90 days in the prior year). Teachers laid off and not re-employed by the start of the school year, upon application, will be considered a senior substitute.
- b. Regular Substitute: A person eligible to substitute for the SPS, who has served fewer than four (4) years as a SPS substitute or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a regular substitute.
- c. Building Designated Substitute: A person who is specifically employed or assigned as a Building Designated Substitute for a given school year to serve every day as a substitute educator at a specified school or cluster of schools.
- d. Long-Term Substitute: A substitute who remains in a single assignment of sixty (60) or more consecutive workdays.

2. Assignment of Substitutes:

- a. Substitutes shall receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
- b. The SPS shall not use substitutes on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees. The District will utilize leave-replacement contracts for those long-term positions which are unfilled or where employees are out on leave for one school year or less than one year but greater than ninety (90) student days. If a substitute working more than ninety (90) days in a position is ineligible for a leave-replacement contract, the substitute will receive a stipend equivalent to the TRI pay they would have received if they or the position had been eligible for a leave replacement contract.
- c. Building principals/program managers shall not require a substitute to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute does supervise another class during his/her scheduled PCP time, he/she shall receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.
- d. Should two (2) or more substitutes be called for the same assignment, the SPS shall pay each substitute called for the full rate of pay for the initial day of the assignment.

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- e. A one-half (.5) day substitute assignment shall consist of up to three and one-half (3.5) clock hours.
 - f. An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of Item e above.
 - g. In the event a substitute is assigned to two or more buildings in one day, the employee will be paid the contractual mileage.
 - h. When working an assignment in a school with a rotating schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.
 - i. Substitutes will be paid an extra half hour for those teachers who are working a supplemental .1 FTE contract, and an extra hour for those teachers who are working a supplemental .2 FTE contract.
3. Teacher Request for a Specific Substitute: A request for a specific substitute, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:
- a. The name of the substitute requested appears on the Substitute Roster and the substitute is available for the assignment; and,
 - b. The Substitute Services dispatcher receives the request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. Substitute Services will make a reasonable effort to honor requests made after 7:00 p.m.
4. Classifications of substitute assignments:
- a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute assignments shall be as indicated in the Salary Schedule for Substitutes in the Appendices of this Agreement. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.
 - b. Sixteen (16) consecutive workdays or longer assignments. Any assignments that exceed fifteen (15) consecutive workdays shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.
 - c. Substitutes who have to set up classrooms will receive two (2) day's pay at the substitute per diem rate, up to sixteen (16) hours.
 - d. After sixty (60) consecutive workdays in the same assignment certificated substitutes shall be eligible for medical and dental benefits. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of

ARTICLE V: SUBSTITUTES

the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.

- e. Building Designated Substitutes will be issued a contract paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits and TRI days funded at the same rate as all other regular certificated non-supervisory contracted employees.
 - f. Substitutes who agree to work in positions that are designated "hard to fill" according to Article IV, Section G, 6, will be paid a substitute rate determined by the Labor Management Committee.
5. Breaks in consecutive day assignments
- a. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.
 - b. One day missed within the first twenty (20) days of an assignment will not be counted against a substitute's progress toward a consecutive day requirement.
6. Leaves for Substitute:
- a. A substitute serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive work days in that assignment. This Sick Leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
 - b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.
7. Medical insurance eligibility: When the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least 90 days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.
8. Substitutes may participate in the hiring process described in Article VIII, Staffing. Substitutes will be given consideration over outside candidates for all certificated positions in their categories. Consideration means that all qualified substitute applicants will be forwarded to the hiring teams and the most qualified substitute applicant, as deemed by the hiring team, may be one of the two internal applicants.
9. Pay for Extra Work upon Opening of School: Certificated substitutes who work in excess of eight (8) hours the day prior to the opening of school or the first day of school shall be paid on an hourly basis for the extra work. The extra pay shall be equal to one-eighth of the daily rate for each hour worked in excess of eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.
10. Substitutes who work in a long term substitute position will have the right to be included when building surveys are administered.

ARTICLE V: SUBSTITUTES

11. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C. 2.c. On early release days, daily substitutes may attend the professional development in the assigned school; attend another district provided professional development experience; or may work with administration doing tasks during their assigned hours.
12. At the request of the employee, substitutes working in a long-term assignment of sixty (60) continuous days or more will be evaluated by the building principal, program manager, or assigned administrator using the evaluation tool found in Appendix R. Those substitutes, working in a long term assignment for more than ninety (90) days will be observed at least once using the Charlotte Danielson framework and evaluated using Appendix R. A copy of all documentation will be provided to the substitute employee first and then a copy of the evaluation will be sent to the employee's district personnel file.
13. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form.
14. A substitute may not be barred from a building/program without notification. In an effort to support informal resolution of concerns, a substitute has a right to a meeting within two (2) weeks of filing with a Labor Relations Manager or designee, and prior to the form being placed in the employee's file. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.

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

unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.

- b. Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of PCRs that require more than one (1) category. Any assignment will be reviewed by Human Resources and, if deemed appropriate, Human Resources will request the approval/disapproval of the administrative supervisor before processing. After PCRs are submitted, categories and FTE may not be changed unless budget is withdrawn or there are significant program changes.
- c. The SPS must provide notification of vacancies one week prior to the closing date for applications.
- d. Candidates on leave shall receive information describing their rights and responsibilities in interviewing for a position. The employee must provide the SPS with a reliable means for contacting them or their designee.
- e. The SPS shall send a notice and directions to the SPS's web site concerning job postings for the next school year (sometime in April) to candidates on leave. Thereafter job announcements and standardized application procedures will be available on the internal electronic mail system. Candidates are responsible for monitoring the SPS's web site and job postings to identify current openings.
- f. Candidates are responsible for submitting site-based applications to schools and participating in interviews.

SECTION C: SITE-BASED HIRING PROCESS

- 1. The hiring process must have the following features:
 - a. All members of the hiring teams will participate in a joint SEA/SPS interview training session which includes communication of the legal constraints against discrimination based on age, race, gender and other factors. Participation in Waiver Training conducted prior to 9/1/94 meets this requirement.
 - b. The hiring team will screen applications and resumes. The SPS will verify appropriate certification for candidates recommended by the school.
 - c. If there are qualified internal candidates for a position, a hiring team will interview at least two for vacant positions. In addition, hiring teams will give consideration to substitutes as outlined in Article V, 7.
 - d. Teachers returning from leave, displaced from buildings, and new recruits will be given full consideration in the hiring process.
 - e. Applicants who best meet the hiring team's criteria will be interviewed by a hiring team that includes a group of teachers who are knowledgeable about the requirements of the position and the school's CSIP.
 - f. The hiring team should reflect the diversity at that school in the areas of seniority, educational specialty and culture.
 - g. The hiring team may contain parents and/or other school staff appropriate to the selection process.

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

1. Requests initiated by the building principal/program manager or his/her designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or his/her designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute. See Section 4 below, Substitute's Rebate and Reimbursement, for details regarding substitute rebate and reimbursement when a substitute is not available and another teacher or teachers in the building cover the absent teacher's class or classes.
 - a. Arrangements for class coverage may be made between employees with the approval of the building principal/program manager.
 - b. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.
2. Practicum students and non-certificated personnel may be used to cover classes only in emergency situations as described in Section G, Item 1 above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In exceptional situations, the building principal/program manager or his/her designee shall make the decision for an arrangement and shall accept ultimate responsibility.
3. No Special Education teacher shall be required to teach a program for which he/she does not have the appropriate training and/or experience as determined by the SPS.
4. Substitutes Rebate and Reimbursement: The SPS shall rebate to each building/program/office a sum equivalent to a substitute's daily rate of pay for each occurrence during the school year that the SPS is unable to provide a substitute to a building/program/office which has, following the normal process, notified the Substitute Services of their need for substitute services. The rebate shall be provided to affected buildings/program/offices on a quarterly basis.
5. Each building will have an emergency substitute process in place that equitably distributes the responsibility for covering teaching assignments when a substitute is not available. Each school will determine a reimbursement policy for SEA-represented non-supervisory certificated staff substituting for other SEA-represented staff consistent with the following guidelines:
 - a. For certificated non-supervisory staff substituting for other certificated non-supervisory staff:
 - 1) All schools will determine a reimbursement policy for substituting based on the daily rate of pay for a substitute. Building staff will, through the building decision-making process, determine pay based on blocks of time, such as periods, the entire day, or percent of a class. Reimbursement will not be based on an hourly rate of pay.
 - 2) This compensation is similar to the stipend for additional duties.
 - 3) The building staff may determine if a stipend will be paid out of the money reimbursed to the building for bookkeeping within a building.
 - 4) Based on the school's reimbursement policy, staff who substitute when a regular substitute is not available shall complete a Certificated Substitute Reimbursement Form on a quarterly basis.
 - b. For certificated non-supervisory staff when a paraprofessional substitute is not provided, the certificated staff will be reimbursed at the rate of pay for a paraprofessional substitute.

SECTION H: SCHOOL FACILITIES, TEACHING STATIONS AND ITINERANT WORK SPACE

GUIDELINES FOR EVALUATION OF SUBSTITUTE TEACHERS

Substitutes may be evaluated by the building principal, program manager, or assigned administrator.

1. Upon completion of a substitute assignment of three (3) weeks or more and at the request of the employee, the building principal, program manager, or assigned administrator will complete an evaluation (see Appendix L for form) and provide a copy to the employee and send a copy to the employee's personnel file.
2. In the event that an evaluator believes there may be cause to submit an unsatisfactory performance evaluation, the following procedure shall be implemented:
 - a) The evaluator or designee shall make a reasonable effort to contact the substitute within ten (10) working days of the assignment and specify the concern(s) that led to the unsatisfactory rating. In the event the substitute is barred from the building, the principal/program manager or assigned administrator must notify the substitute within ten (10) working days of the assignment.
 - b) All comments and observations used in the evaluation will be documented and made available for review by the substitute upon request.
 - c) The employee may request a conference to review the concern(s), and the conference will be granted by the evaluator.
 - d) The employee may respond in writing to the concern(s), and that response shall be attached to the evaluation in the permanent file.
 - e) If, as a result of investigation and conference with the employee, the evaluator determines that an unsatisfactory evaluation is not appropriate, the unsatisfactory evaluation will be removed from the file.
 - f) If the unsatisfactory evaluation is accompanied by a request to bar the employee from a building, the employee shall have a right to appeal such action to the Executive Director of Human Resources, or his/her designee.
 - g) This procedure does not preclude the substitute's right to exercise the existing grievance procedure.
3. Employees will receive copies of all evaluations as they are completed.
4. Nothing in this Appendix shall add to or detract from other existing contractual and/or statutory rights.

APPENDIX R

SUBSTITUTE EVALUATION FORM

SUBSTITUTE _____ SCHOOL _____
 GRADE/SUBJECT _____ DATE(S) _____
 Evaluator (please print): _____

In each of the categories below, all questions shall be answered yes or no except in cases where substitutes are not in classroom situations, then check N/A for not applicable, such as:

	Yes	No	N/A
A. Building Support			
Was assigned in his/her endorsement and grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were lesson plans provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was substitute folder provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were materials, supplies, etc., provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were school policies regarding student behavior posted or otherwise provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was there direct classroom observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Instructional Skill			
Presented subject matter clearly and concisely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvised lessons in absence of formal lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clear instructions and checked for student understanding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to motivate students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Classroom Management			
Handled student discipline/attendance problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintained an environment of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Professional Responsibility			
Followed lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Left written summary of lessons taught	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adhered to starting/departure schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exercised discretion and appropriate use of language	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Satisfactory ☐ Unsatisfactory

Evaluator Comments: _____

Substitute Teacher Comments (Optional): _____

(The substitute teacher's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report.)

 Signature of Substitute Date Signature/Title of Evaluator Date

BEST PRACTICE FOR SUBSTITUTE TEACHERS

Schools and substitute teachers will work in concert to provide the highest level of educational services to students. A climate of respect, congeniality, safety, professionalism, and appreciation is expected in each school. It is the responsibility of the principal to promote and ensure that students, schools, and substitute teacher have a successful educational experience. The Seattle Public Schools is committed to providing substitute teachers with reasonable written instructions and a positive school climate in which to work. To this end, the principal will periodically check substitute teacher plans to assure they are current.

The school/principal will assign staff to officially greet and welcome substitute teachers and to ensure that the following needs are met:

- Assist during check in/check out
- Provide necessary keys
- Give directions to classroom assignment or provide escort
- Provide class list (s)
- Maintain a file of emergency lesson plans for each grade/class
- Give copies of any special schedules for the day
- Provide copies of all emergency drills, security and safety procedures, master schedules and supervisory duty rosters, maps of the building & the like
- Provide a staff identity badge
- Provide procedures for visitors in the building
- Give directions for picking up necessary materials such as attendance sheets, daily bulletins, etc.
- Give the location of the staff lounge/telephone
- Notify regular school staff of absences and names of substitute teachers through daily bulletins, postings in teachers' mailbox area, or announcements, etc.
- Complete and submit to the Coordinator of Substitutive Teaching an evaluation of substitute teachers when requested by the substitute teacher per the Guidelines for Evaluation of Substitute Teachers - see *Appendix Blank*.
- Establish systematic support for helping substitute teachers with lesson plans

Note: It is highly recommended that the principal/designee meet each substitute teacher during the school day and offer her/his help as needed.

APPENDIX S

(continued)

The regularly assigned teachers will provide for substitute teachers:

- A welcoming note
- Copies of student rosters, seating charts, and attendance procedures
- Specific lesson plans for each day's absence and all necessary texts, supplies, materials and equipment for executing the plans – please make provisions for substitutes not certified in your area
- Daily schedule
- Procedures used in the classroom/school
- List of students with special needs and how those needs are met
- List of students in each class who may be helpful
- Discipline procedures used in the classroom and throughout the school
- Supervisory duties (when, where, how)
- Leave the name and location of the person(s) to contact if help is needed
- Leave the name and location of the grade level chairs, department chairs, and other key people in the school
- Ask a building colleague to check with the substitute teacher periodically throughout the day and provide assistance for students who have significant behavioral issues or special needs.

The substitute teacher will:

- Arrive on time and remain 30 minutes past student dismissal time
- Follow any special directions given by the principal
- Implement the specific lesson plan provided by the regularly assigned teacher
- Ask for help whenever needed
- Ensure a positive classroom climate and follow the classroom/school discipline procedures
- Leave note for the regularly assigned teacher as to the progress made on the lesson for each class, behavioral issues, and problems encountered
- Return Substitute Folder and classroom keys to the Main Office
- Inform the principal when inadequate plans are left, there are behavioral issues, or problems are encountered

Substitute teachers will fill the vacancy for which they are assigned. In those cases where enough substitute teachers are not provided to the school by the district, skills of the substitute teacher and circumstances of the classroom should be considered before changing the substitute teacher's assignment. The principal should talk with the substitute before changing the assignment. Whenever possible, the principal will assign substitute teachers to the vacancies of greatest need.

SUBSTITUTE INCIDENT REPORT

APPENDIX AA

Today's Date: _____

Substitute: _____

☐ Certificated ☐ SAEOP ☐ Paraprofessional

School/Dept/Org: _____

Grade/Subject: _____

CONCERN / INCIDENT:

Date Incident Occurred: _____

Person(s) who reported the Incident: _____

Role of the person(s) who reported the incident:

<input type="checkbox"/>	Staff	<input type="checkbox"/>	Student
<input type="checkbox"/>	Parent	<input type="checkbox"/>	Volunteer
<input type="checkbox"/>	Other:	_____	

Describe the Incident below:

ACTION TAKEN:

- ☐ Resolved at building level.
- ☐ Conference/meeting held with Administrator and employee to discuss concern. Advance notice given to the substitute of optional union representation.
- ☐ Administrator or manager has conducted investigation, requests employee no longer substitute at the school or department.
- ☐ Referred to Human Resources for follow-up.

Signature and title of Administrator reporting concern
(Required)

Date

Employee Signature

Date

HR USE ONLY:

- ☐ Notify employee of complaint; provide copy of incident report; action being taken
- ☐ Referred to HR for investigation per Article III of the CBA
- ☐ Other: _____

2016-2017 COMBINED SUBSTITUTE SALARY RATES

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.5	Below 240 hours worked	\$22.22	\$177.76
CH1	2	30 - 59.9 days	At least 240 hours worked	\$22.81	\$182.48
CH1	3	60.0 - 89.9 days	At least 480 hours worked	\$23.82	\$190.56
CH1	4	90 or more	At least 720 hours worked	\$25.35	\$202.80

Note: 16 days in the same job = contract pay back to day 1

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	\$33.05	\$264.40

Payroll calculates increase by your hours.
Keep track of your time and days.

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	\$X	\$19.96	\$139.72
SU1		60-90 Days	\$X*1.05	\$20.96	\$146.72
SU1		91-120 Days	\$X*1.10	\$21.96	\$153.72
SU1		121+ Days	\$X*1.15	\$22.95	\$160.65

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	\$X	\$17.49	\$139.92
SU2		60-90 Days	\$X*1.05	\$18.36	\$146.88
SU2		91-120 Days	\$X*1.10	\$19.24	\$153.92
SU2		121+ Days	\$X*1.15	\$20.11	\$160.88

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position		Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes		\$26.44	\$211.52

2016-2017 Rates Effective 9/1/2016 w 1.8% COLA and 2% contractual increase