

Collective Bargaining Agreement

between

Seattle Public Schools

and

Seattle Education Association

Seattle Association of Educational Office Personnel

(SAEOP)

2018-2019

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Superintendent of Schools
Denise Juneau

In witness whereof, the parties hereto have executed this Agreement on this 14 day of November 2018.

SEATTLE EDUCATION ASSOCIATION:

Phyllis Campano, President
Seattle Education Association

John Donaghy, Executive Director
Seattle Education Association

SEATTLE PUBLIC SCHOOLS:

Denise Juneau
Superintendent, Seattle Public Schools

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

Sheryl Anderson-Moore
Sheryl Anderson-Moore, Chief Negotiator
Seattle Public Schools

TABLE OF CONTENTS
Seattle Association of Educational Office Personnel (SAEOP)
2018-2019
SPS/SEA COLLECTIVE BARGAINING AGREEMENT

PREAMBLE **1**

ARTICLE I: PURPOSE, RECOGNITION, AND TERMS OF AGREEMENT **3**

SECTION A:	Purpose	3
SECTION B:	Recognition	3
SECTION C:	Application of Agreement	4
SECTION D:	Duration	4
SECTION E:	Renegotiation and Distribution of Agreement	5
SECTION F:	Contract Waivers	6

ARTICLE II: PROFESSIONAL DEVELOPMENT & CLOSING THE OPPORTUNITY GAP **8**

SECTION A:	Organizational Structure	8
SECTION B:	Decisions Regarding Use of Scheduled Time for Professional Development & Decision Making	13
SECTION C:	Professional Development/Leadership Time	14
SECTION D:	Professional Development Steering Committee	15
SECTION E:	Professional Development Training	17
SECTION F:	Professional Development Training Credit	17

ARTICLE III: RIGHTS AND RESPONSIBILITIES **18**

SECTION A:	Administration Responsibilities and Authority	18
SECTION B:	Rights of the SEA	18
SECTION C:	SEA Security	18
SECTION D:	Nondiscrimination and Citizenship Rights	18
SECTION E:	Employee Personnel Files	19
SECTION F:	Communication Rights and Privileges	20
SECTION G:	Creative Approach Schools	20
SECTION H:	Representation Rights and Due Process	22
SECTION I:	Availability of Information	23
SECTION J:	Sexual Harassment	24
SECTION K:	No Reprisal for Disclosing Misdeeds	24
SECTION L:	HIV/AIDS, Hepatitis B Training and Inoculation Requirements	24
SECTION M:	Health and Safety Needs	24
SECTION N:	Safety and Security	24
SECTION O:	Protection of Employees and Property	28

ARTICLE IV: EMPLOYMENT PROVISIONS **31**

SECTION A:	Length of Workday and Early Dismissal	31
SECTION B:	Evaluation	32
SECTION C:	Workload Management	34
SECTION D:	Affirmative Action	36
SECTION E:	Liability Coverage and Hold Harmless Provisions	37
SECTION F:	Resignation and Termination	37
SECTION G:	SAEOP Mentoring Corps	37

ARTICLE V: CLASSIFICATION **38**

SECTION A:	General Provisions	38
SECTION B:	Job Descriptions	38
SECTION C:	Job Measurement System	38
SECTION D:	New Positions	38
SECTION E:	Reclassification	39
SECTION F:	Appeal Procedure	39
SECTION G:	Classification Downgrading	40

ARTICLE VI: VACANCY, HIRING AND TRANSFER **41**

SECTION A:	Three Phase Hiring Process	41
SECTION B:	General Description of the Vacancy, Hiring and Transfer Processes	42
SECTION C:	Vacancies	43
SECTION D:	Career Ladder Promotions	43
SECTION E:	Voluntary Transfers	43
SECTION F:	Administrative Transfer	46
SECTION G:	Academic Summer Semester	47
SECTION H:	Assignment and Letters of Employment	47

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL **48**

SECTION A:	General Description of the Staff Adjustment, Displacement, Layoff and Recall Processes	48
SECTION B:	General Provisions	48
SECTION C:	Seniority	49
SECTION D:	Staff Adjustments and Displacements	49
SECTION E:	Program Movement or Closure	50
SECTION F:	Layoff	50
SECTION G:	Exemption Process	52
SECTION H:	Notification of Employment Status	52
SECTION I:	Placement of Displaced Staff	52
SECTION J:	Reemployment of Laid Off Employees (Recall)	54

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS **56**

SECTION A:	Short-Term Compensated and Uncompensated Leaves	56
SECTION B:	Long-Term Uncompensated Leaves	60
SECTION C:	Inclement Weather Conditions	63
SECTION D:	Leaves for Association Activities	64
SECTION E:	Vacations	66
SECTION F:	Holidays	67

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS **68**

SECTION A:	Salary Schedules	68
SECTION B:	Additional Compensation	68
SECTION C:	Group Insurance Provisions	69
SECTION D:	Payroll Deductions	70
SECTION E:	Travel Allowance/Travel Time	71
SECTION F:	Tax Sheltered Annuities	72
SECTION G:	Provisions for Salaries	72

SECTION H:	Substitute Provisions	72
SECTION I:	Transit Passes	76
ARTICLE X: GRIEVANCE PROCEDURE		**77**
SECTION A:	Purpose	77
SECTION B:	Definitions	77
SECTION C:	Initial Grievance Provisions	77
SECTION D:	Procedures	78
SECTION E:	Expedited Arbitration	79
SECTION F:	Powers of the Arbitrator	79
SECTION G:	Expenses of Arbitration	79
SECTION H:	Supplemental Conditions	79
ARTICLE XI: NO-STRIKE CLAUSE		**81**
APPENDICES		**82**
A-1:	SAEOP Employees Salary Schedule SA1 (260 Days), 2018-2019	83
A-2:	SAEOP Employees Salary Schedule SA3 (222 Days), 2018-2019	84
A-3:	SAEOP Employees Salary Schedule SA2 (203 Days), 2018-2019	85
A-4:	Salary Schedule for Classified Substitutes, 2018-2019	86
A-5:	Job Titles by Pay Grade	87
B:	SAEOP Collective Bargaining Unit Job Titles	88
C:	Positions Excluded from SAEOP Bargaining Unit	89
D:	SAEOP Job Measurement System	90
E:	Exceptions for Hourly Employees and Substitute Employees	99
F:	Probationary Report	100
G-1:	Classified Evaluation Form	101
G-2:	Classified Professional Growth Plan for Focused Evaluation	105
G-3:	Competency Definitions/Performance Level Indicators	108
H:	Performance Improvement Report Form for Classified Employees	117
I:	Guidelines for Evaluation of Classified Substitutes	118
J:	Classified Substitute Evaluation Form	119
K:	Personal Leave and Sick Leave Practices	120
L-1:	2018-2019 School Year Calendar – 260 Day	121
L-2:	2018-2019 School Year Calendar – 222 Day	122
L-3:	2018-2019 School Year Calendar – 203 Day	123
M:	SEA/SPS Contract Waiver Request Form	124
N:	Best Practices for Substitute Friendly Schools	126

COLLECTIVE BARGAINING AGREEMENT
Between
SEATTLE SCHOOL DISTRICT NO. 1 and
SEATTLE EDUCATION ASSOCIATION
SEATTLE ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS (SAEOP)

2018-2019

PREAMBLE

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

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

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

D. We are committed to changing the odds for student success and creating a culture of success. We are focused on closing the achievement gap and creating learning communities that provide academic enrichment programs for all students. We believe that we can do this by creating and supporting a system that has:

1. High expectations of and by students and adults
2. High support from SEA and SPS
3. High success for students and staff
4. High trust in parents/guardians, students and staff
5. High engagement of community and families
6. High degree of openness
7. High personalization to meet the unique needs of both students and staff

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

PREAMBLE

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

1. We believe the capacity to create and support the vision that will unite stakeholders and provide successful educational opportunities is in our school system today. Creating a vision of what a student needs to know and be able to do upon graduation from the SPS must be developed with parents or guardians, students, staff, and community.

2. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections. Use of grants or other short-term realignment of resources may be used to speed up change while fundamental realignment of resource use is being identified and implemented.

3. We believe that realigning resources is necessary to achieve our vision. We commit to, over time, collaboratively reviewing the ability to sustain small schools while remaining committed to sustaining small learning communities.

4. We believe that our success demands that a strong parent/guardian and community engagement process be built into this effort. We must provide the training, time and support for school staff to engage with parents/guardians and communities, to develop the shared responsibility for supporting student learning.

5. We will overcome challenges to innovation rather than using bureaucracy to impede efforts. We will also advocate on behalf of schools with OSPI and the federal government.

6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.

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

8. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who have a longer climb we will provide the necessary additional support to help meet the goals.

9. We will work together to secure adequate funding for SPS that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality staff.

G. These commitments and beliefs, supported by action, will bring about the culture of success that SPS and SEA envision.

ARTICLE I: PURPOSE, REGOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: Purpose

1. This Agreement is entered into the 1st day of September, 2018 by and between the Seattle Public Schools (aka Seattle School District No. 1), hereinafter called the "SPS," and the Seattle Education Association, hereinafter called the "SEA," representing the educational office professionals of the Seattle Public Schools defined in Article I, Section B.

2. The SPS and the SEA, as the exclusive representative of the educational office employees covered by this Agreement, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.56 RCW.

3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: Recognition

1. The SPS recognizes the SEA to be the sole and exclusive bargaining agent for the educational office professionals in the bargaining unit and to be responsible for representing the interest of all such employees, pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, as amended.

2. Throughout the remainder of this Agreement, the employees covered hereunder will be referred to collectively as the "bargaining unit" and individually as "member" or as "employee."

3. The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. Substitute employees are included in the bargaining unit. Confidential employees as defined in RCW 41.56.030 and applicable WAC regulations and persons rendering voluntary, non-compensated service are excluded from the bargaining unit.

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

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

6. Excluded from the bargaining unit are the confidential employees whose position titles are listed in Appendix C, in accordance with the definition of "confidential employee" in RCW 41.56.030 and applicable WAC regulations. The SPS shall periodically furnish the SEA with the names of such employees. Amendment of Appendix C shall be accomplished by following the same procedures set forth in this Section for amendment of Appendix B.

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

Chapter 391-35 WAC.

8. Whenever the SPS creates a new job title and job description relating to office clerical work of the general type already included within the bargaining unit, it shall furnish the text of same to the SEA with a request that it be added to Appendix B provided:

   a. The positions to be filled under such title are to be regular positions.

   b. The positions to be filled are not confidential, as defined in Item 5 above.

   c. The positions to be filled are not funded categorically under a program which has regulations either prohibiting such addition to the unit or which otherwise establish a separate community of interest among the employees to be added.

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

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

SECTION C: Application of Agreement

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to mutual agreement that it is necessary to utilize the provisions of Chapter 41.56 RCW. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate or bargain on any issue during the term of this Agreement, except as otherwise provided in this Agreement.

2. Unless otherwise provided herein, this Agreement shall not be interpreted or applied so as to reduce hours and/or days for employees during the period funding sources continue for supporting such employee's jobs. If funding for specific programs should diminish during the course of the year, some personnel would be laid off, rather than reduction of the hours.

SECTION D: Duration

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

2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.56 RCW.

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

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

SECTION E: Renegotiation and Distribution of Agreement

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

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

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

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

   a. First day of school. The first Wednesday in September.

   b. State In-Service Day. As recognized by the State (typically the second Friday in October).

   c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).

   d. Mid-Winter Break. President's Day and the following four workdays.

   e. Spring Break. Five days starting the second Monday in April.

   f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.

   g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).

   h. Contractual Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.

i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.

3. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.

4. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or applications shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.56 RCW.

5. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, 2019, written notice of the intent shall be given to the other party no sooner than March, but no later than April of the calendar year 2019. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.56 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.

6. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2018-2019" shall be printed by the SEA after the Agreement has been ratified and signed, and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.

   a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.

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

   c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.

SECTION F: Contract Waivers

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

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

2. The request must include: (See Appendix M for SEA/SPS Contract Waiver Request Form)

   a. Reference to the specific provisions of the Agreement requested to be waived;

   b. Evidence of both employee and administrator participation in the decision-making process leading up to the request (2/3 of the SEA represented staff must vote to support the request.);

c. Rationale for the waiver; specifically, how will the waiver assist in increasing academic achievement, how the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff will be mitigated or addressed;

d. Duration of Waiver - Waiver Requests may be for up to three years. Schools must review the waiver each year, and if the SEA represented staff determines they wish to continue the waiver, they will notify the SEA and Regional Executive Director. If the SEA represented staff wishes to modify or extend the waiver beyond the duration originally approved, they must submit a new application. Any request or documentation will be forwarded to the Assistant Superintendent of Human Resources;

e. Costs (if applicable);

f. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other program/buildings,

g. After the building has conducted its process, the Waivers Request forms must be signed by the SEA representative and the building principal.

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

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

ARTICLE II: PROFESSIONAL DEVELOPMENT AND CLOSING THE OPPORTUNITY GAP

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

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

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

1. Partnership Committee

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

The Partnership Committee will:

a. Convene monthly.

b. Identify and make recommendations to the Leadership Committee on best practices and initiatives that focus on reducing disproportionality in student learning.

c. Identify and work with internal committees, task forces, groups, individual staff members, etc. that are working to increase equity and reduce disproportionality in an effort to align and coordinate initiatives.

d. Identify human and financial resources that could support school-level and District-level initiatives.

e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District,

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

f. Disproportionate discipline and the achievement and opportunity gap are present in every school, and need to be addressed everywhere as soon as possible. In May of each year, the Committee will make a recommendation to the Leadership Committee regarding the continuation or expansion of the number of Racial Equity Teams, and/or a recommendation to pursue an alternative strategic initiative to eliminate disproportionate discipline.

g. Screen applications and select the schools for Racial Equity Teams by week 6 of the start of the school year, review the work of building Racial Equity Teams, and make recommendations regarding how to share their learnings and best practices.

h. Partnership committee will, as determined by recommendation from SEA CRE and DREA, to approve the yearly payment of the RET stipend to buildings/programs based on requirements of racial equity teams being met (requirements of the racial equity teams are jointly agreed upon by the Partnership Committee, including DREA and SEA CRE).

i. The District will set aside at least one-half day of a District contractual day for training related to racial equity each year, to be planned by the Partnership Committee. All SAEOPs and Paraprofessionals will be invited and allowed to participate and paid for their time.

j. Ensure that ongoing training on implicit bias and Board Policy 0030, Ensuring Educational and Racial Equity, is provided to all staff.

k. Review SPS progress on recruiting and retaining educators of color and make recommendations as appropriate.

l. Review the SPS Racial and Equity Analysis Tool and adapt as needed for use by BLT/PLTs.

2. The Leadership Committee

a. The Leadership Committee will be a forum for collaboration, communication and cooperation in which the parties will discuss SPS policy, which could include fiscal policies, site-based decision making, policies related to student instruction, adoption and use of technology, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA collaborative relationship. The Committee will not be empowered to vote on or veto SPS decisions or the labor agreement and will not discuss bargaining issues.

b. The Committee will consist of the Superintendent and other SPS representatives appointed by the Superintendent and the SEA President and the Executive Director of SEA and other SEA representatives appointed by the SEA. The Committee will meet monthly at mutually convenient times determined by the Superintendent and the SEA President or their designees.

c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments; state as well as common district assessments; AP and IB course completion rates; length of time attending SPS, and the percentage of students on track to graduate. The Committee will

determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.

3. The Labor-Management Committee

   a. The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It is not empowered to negotiate labor agreement provisions or additions or deletions thereto. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.

   b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent of Human Resources, including the Labor Relations Director and representatives from among the Instructional Directors and other appropriate staff as needed. The Executive Director of SEA and the Director of Labor Relations will determine the agenda for these meetings.

4. Building Leadership Teams/Program Leadership Teams

   a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school/program must form a Building Leadership Team/Program Leadership Team and determine a decision-making process that meets the needs of the school/program. The collaborative decision-making process will be communicated to the entire staff through a written document, which will include a decision-making matrix.

   b. The Building Leadership Team/Program Leadership Team for each building/program shall consist of at least:

      1) The principal/supervisor, and

      2) Five (5) elected SEA-represented staff. One of the five elected seats will be designated for and voted upon by classified SEA-represented staff. If the BLT exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP. Certificated and classified staff will be paid equal shares of the BLT/PLT stipend. Classified staff will submit a time sheet for hours equivalent to their share of the stipend.

      3) To the extent possible, the Building Leadership Team/Program Leadership Team will reflect the racial and ethnic diversity of the school/program staff and school community. The Building Leadership Team/Program Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT/PLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Executive Director of Schools with a copy forwarded to the Executive Director of Human Resources.

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

   c. The primary function of a Building Leadership Team/Program Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team/Program Leadership Team are to oversee the facilitation and development of:

1) For BLTs, a Continuous School Improvement Plan (CSIP) including the configuration and structure of the school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students. For PLTs, a plan of moving and improving program delivery including the configuration and structure of the program's offerings.

2) A school-wide/program-wide professional development plan to support the CSIP/plan.

3) The school/program's budget.

4) Creation/review of the Decision-making Matrix (DMM).

d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan.

e. Because one of the shared beliefs is that those impacted by decisions must be given an opportunity to be involved in the decision making, the parties recognize that extra effort may be required to provide opportunity for representatives of the paraprofessional and office professional staff to participate in the work of the Building Leadership Team/Program Leadership Team. Buildings/programs will examine the possibilities of altered work week scheduling, shared office coverage, limited use of voice mail coverage, and other strategies that encourage and enable the participation on behalf of paraprofessional and office staff representatives. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.

f. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation and be consistent with the CSIP, while recognizing that the principal has the right to make the final decision. In May of each year, employees may submit three choices in priority order for assignment of grade level/subject area for the following year. If the choice cannot be honored, a conference will be held to discuss why an employee will be placed in an area that was not requested. Programs will carry out assignments and transfers as outlined in their procedures and/or Policy and Procedure Manuals.

g. To ensure staff participation in collaborative decision making, buildings/programs need to establish processes for that involvement. Buildings/Programs may wish to identify committees or other means to accomplish the work of the school/program (e.g., health, safety, hiring, and budget) and assist with the responsibilities assigned to the Building Leadership Team/Program Leadership Team.

h. Processes for establishment of building/program committees and the membership of the committees must be approved by a majority of staff at the school/program. Failing such support, the building/program committees and membership shall be determined by the Building Leadership Team/Program Leadership Team.

i. The Building Leadership Team/Program Leadership Team and building/program committees shall include parent/family members, students, and community representatives as appropriate. Building-based committees will seek input from other organizational structures (e.g., PTSA, site council) as appropriate.

j. If there is a conflict between a decision made by the BLT, or building/program staff, (within the responsibilities set out above) and an instructional council or other faculty representative body (per 5 below), the decision of the BLT or staff will take precedence.

k. When a staff, following the school/program's decision-making matrix, cannot reach consensus or at least a 2/3 vote on budget, the professional development plan, or CSIP, a representative from SEA and a representative from SPS will meet with the staff involved in an attempt to resolve the issues. If after a reasonable attempt the issues remain unresolved, the issues will be forwarded to the Superintendent's designee for a final decision. Members of the decision-making body may submit a statement to the Superintendent's designee before a final decision is made. SEA and SPS will strive to have a final decision within five (5) working days from the date that the issues are initially raised.

5. Building Racial Equity Teams/Program Racial Equity Teams

a. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month. In addition to Racial Equity Teams already formally recognized and receiving a stipend,10 additional teams will be added in 2018-2019.

b. The Racial Equity Team will consist of at least:

1) A building administrator/program supervisor, and

2) At least four (4) SEA-represented staff. One of the four (4) seats will be designated for classified SEA-represented staff. Schools are encouraged to include staff members from special education and English Language Learning departments. If the team exceeds 7 SEA members, representation of classified staff should at a minimum be two, ideally one paraprofessional and one SAEOP.

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

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

3) The BLT team may also appoint a parent and/or student representative with consent of the Racial Equity Team. Other staff members may also be invited to participate in the Racial Equity Team meetings in a non-voting capacity. To the extent possible, the Racial Equity Team will reflect the racial and ethnic composition of the school/program staff and school community.

c. Building/Program Racial Equity Teams are chaired by a SEA-represented member or co-chaired by a SEA-represented member and a building administrator/program supervisor.

d. The work of the Racial Equity Team may be combined with other school or program committees.

e. The responsibilities of the Racial Equity Team are to:

1) Support the analysis of individual, institutional, and structural racism that is contributing to school wide disproportionality

2) Review the District's recommendations on best practices and recommended initiatives

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

4) Create and lead discussions on how to reduce disproportionality in educationally supportive ways

5) Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race

6) Work with the BLT on the CSIP, budget, and professional development plan to incorporate strategies to reduce disproportionality and inequity

7) In collaboration with the BLT, facilitate a review of the CSIP as it pertains to Eliminating Opportunity Gap goals

8) Participate in and coordinate with District level efforts to address disproportionality and inequity

f. The District will convene Racial Equity teams at least twice per school year for training and collaboration on a regional or District-wide basis. The Partnership Committee will oversee the planning of these meetings in conjunction with the SPS Department of Racial Equity Advancement and SEA Center for Race and Equity.

g. The District will provide 5 trainings for the induction phase of newly established teams. SEA Center for Race and Equity and SPS Department of Racial Equity Advancement will jointly plan these trainings.

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

A) There is an expectation by the parties that all employees will fully participate in the activities of the scheduled professional development and decision-making days that are part of their regular work calendar (waiver, early release and building and SPS directed contractual days for certificated staff) as appropriate to their specific job responsibilities.

B) SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:

a. The equivalent of two (2) scheduled contractual days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.

b. Decisions will be made by the building/program through the building/program decision-making model. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff on the BLT will make the decision as to the use of the days identified above.

3. Two (2) contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.

4. The final contractual day will be an SPS-directed day for professional development.

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

6. Employees may substitute an alternative activity if prior experience and/or training in the topic or alternative instructional needs suggest a better use of the time. A request to substitute an alternative activity because of prior experience and/or training or alternative instructional needs requires prior approval by the BLT. Any alternative must be consistent with the original purpose of the days.

7. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building.

8. The SPS shall provide $3,820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.

9. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

SECTION C: Professional Development/Leadership Time

1. Each SAEOP employee shall be allocated the number of hours equivalent to eight (8) workdays for professional development and/or leadership activities each school year. The purpose of these days is to provide extra time for participating in school/program decision-making, building leadership activities, and/or training to enhance job skills and/or improve student learning.

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

3. The paid activity (or activities) shall be by mutual agreement between the employee and his or her supervisor. An employee may appeal their supervisor's decision to the Labor/Management committee. Extra Time Reporting forms shall be utilized by the employee to document and claim such time.

4. Extra-Time Reporting forms used for this purpose for a specified school year must be submitted no later than June 30 of that school year. Employees who participate in professional development in July and August may utilize their unused professional development days, if any, from the just completed school year. If all professional development days from the just completed school year have been used, the employee can utilize days from the upcoming school year. The employee's Extra-Time Reporting form for July and August must be received by Payroll by August 31.

5. Time served for these activities must be within the forty-hour work week such that the employee is not in an overtime pay situation for these activities. Payment is at the employee's regular hourly rate of pay. If these activities must be performed in an overtime situation, the maximum amount of pay and hours may not exceed the pay and hours equivalent to eight (8) regular work days in each school year. The employee may also use days to pay for substitutes in order to attend professional development during the work day. Each substitute day will be equal to one day of pay.

6. Employees may use the equivalent dollars of up to three (3) days for overtime that has supervisor's prior approval.

7. Any unspent funds shall be recaptured by the SPS on a yearly basis. There shall be no carryover of these funds.

SECTION D: Professional Development Steering Committee

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

1. The steering committee's primary role is insuring professional development to support sustainable progress in raising student achievement. The steering committee will:

    a. Identify SPS initiatives that require professional development to support implementation. Determine if there is sufficient time and follow-up support allocated to the initiative to create sustainable progress in increasing student achievement.

    b. Review and comment on initiatives, which have been developed with building agreement to ensure that the building has a realistic implementation plan, including time and follow-up support.

    c. Support the identification of research-based, best practice support for instruction, curriculum and assessments, including the creation and impact of an aligned curriculum.

    d. Review and recommend approval of grant applications for professional development or instructional material to determine if the application is in line with overall SPS initiatives, provides adequate support for professional development, and will create sustainable progress in increasing student achievement.

    e. The committee will review major contracts with vendors to determine if there is adequate provision for increasing internal capacity to replicate the training for staff new to the building/program or SPS.

    f. The Steering committee may form joint subcommittees or task forces as needs are identified. These subcommittees or task forces will be provided with clear guidance as to task, role, timing and support.

2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals

    a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee will be responsible for developing and coordinating a professional

development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.

b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Executive Director of Curriculum and Instruction will review the work of the advisory committee any time there is a vacancy.

c. The sum of $150,000 will be used to compensate and support training of substitute educators, SAEOPs and Paraprofessionals in attending training opportunities designed by and for this program. Paraprofessionals and SAEOPs will access their professional development funds to the extent available for professional development.

d. The dollars allocated in paragraph c. above are available in the following amounts: $40,000 for Substitutes, $40,000 for SAEOP, and $70,000 for Paraprofessionals. Employees may access up to a maximum of $500 per individual per year. After May 1 of each year, the remaining funds become eligible to all employees on a first come-first serve basis. SPS and SEA will review the allocation of these dollars each year to evaluate if the allocations are meeting the needs of each group. The parties may determine that adjustments need to take place regarding the division of funds and can be changed with the consent of both parties.

3. The Classified and Certificated Task Force, under the guidance of the Professional Development Steering Committee, will identify a certification/degree program to assist Paraprofessionals and SAEOPs in becoming certificated employees. The benefit of encouraging SPS classified employees to become certificated staff is to increase the number of certificated employees who are connected to and part of the community. The nature of the support a candidate will receive will be in the SEA/SPS developed program and may include support for tuition, books and material, time to intern, adjustments to schedules. The program will include an internship with SPS, coursework that is compatible with SPS expectations and curriculum, a focus on hard-to-fill qualifications and a review process developed by SEA and SPS. A person who successfully, as defined by the SEA/SPS review process, completes the program will be placed in the displacement pool, so long as openings for which they are qualified exist. Individuals who participate in this program will be required to sign a contract that obligates them to three years service to the SPS upon completion of the program.

   a. $300,000 will be set aside for this program. This level of funding is designed to support Paraprofessionals, SAEOPs and bilingual instructional assistants in their pursuit of certification. The parties will reallocate money not expended.

   b. The effectiveness of the program will be reviewed annually by the SEA/SPS and may be modified by mutual agreement.

4. Cultural literacy:

   a. The goal is to ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff brings to SPS and which will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community. Adult learning models designed to infuse all staff development and

decision-making processes with culturally responsive techniques, processes and norms will be used for all trainings.

b. The Professional Development Steering Committee will have guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. They will also use a process for infusing culturally relevant material into existing curriculum.

c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities will be available as a professional development module.

SECTION E: Professional Development Training

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

1. In-service courses for credit will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibilities.

2. Professional development courses shall be made available at no cost except for material and transportation fees connected with participation in the course.

3. All material, tuition or transportation fees for college extension courses shall be paid by the employee.

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

5. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating whenever feasible.

6. In an effort to effectively teach all students and work with all staff and parents, the SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model. The joint district/SEA special education best practices working group will determine what professional development should be offered to ensure a successful working environment with students. Special education instructional assistants can be required to participate in trainings adapted for their students' needs.

SECTION F: Professional Development Training Credit

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

ARTICLE III: RIGHTS AND RESPONSIBILITIES

SECTION A: Administration Responsibilities and Authority

1. The SPS's Board of Directors and its agents are legally responsible for the management of the SPS. Reserved to the SPS, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or Federal or State laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the SPS through such policies, procedures and practices as it may select. This statement of SPS authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.

2. The SPS and its employees share the common purpose of maintaining and improving the performance of the SPS in serving students and in managing resources effectively and prudently. School staffs will have a key role via site-based decision-making activities and committees in developing CSIPs, developing building budgets, performing staff development, and hiring of staff for the buildings.

SECTION B: Rights of the SEA

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

SECTION C: SEA Security

1. SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the payroll deduction for dues section (Article IX, Section D), including reimbursement for any legal fees or expenses incurred in connection therewith.

2. Membership in the SEA, the legally recognized organization authorized to negotiate with the Board, shall be in compliance with Chapter 41.56 RCW and membership shall be nondiscriminatory with regard to race, creed, sex, sexual orientation, gender expression or identity, marital status, age, handicap, use of a trained guide dog or service animal, veteran or military status, or national origin.

3. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.

SECTION D: Nondiscrimination and Citizenship Rights

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

2. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.

3. There shall be no discrimination against any employee for utilization of the grievance procedure.

SECTION E: Employee Personnel Files

1. There shall be only two files established for maintenance of employee performance and discipline records. The official personnel file, secured at the SPS office and the working building/program file secured at the building/program.

2. Exceptions to this are temporary investigation/probation files that are created by the Human Resources or legal department while there is an active investigation/probation being conducted. At the conclusion of the investigation the findings of the investigation will be put into writing, and provided to the employee along with supporting documentation if requested by the employee.

3. If the investigation exonerates the employee, HR will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by the SPS.

4. If the investigation has resulted in discipline or a referral to other agencies, HR or Legal will maintain the supporting documents until the conclusion of any appeals. If the employee is exonerated the materials will be destroyed. If the complaint is found valid, the SPS will maintain the relevant supporting documents, final investigation report and the decisions, if any, of outside adjudicators. The outcome of discipline issues will remain confidential and will only be shared with the parties who have a need to know.

5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.

6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations and procedures of the SPS.

7. All materials related to the employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year.

8. Materials reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character or personality may be:

    a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of the employees written personnel records.

    b. Pursued by the use of the grievance procedure, except that material relating to an employee's performance evaluation may be challenged in accordance with Article IV, B.4.

    c. Removed from the SPS personnel file after four years upon request, if the disciplinary action was a written reprimand or less and if the employee has not repeated the action that caused the discipline to be initiated. Any documents, required by law to remain in

the personnel file, such as discipline concerning sexual or physical abuse, cannot be removed. The Performance Appraisal for SAEOP Employees shall become a part of the office employee's permanent classified employee file.

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

10. When materials are removed from a personnel file or destroyed for any reason, it shall include all electronic copies.

SECTION F: Communication Rights and Privileges

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each building by the SPS.

2. The SEA may use SPS buildings for meetings and to transact official business on SPS property at all reasonable times when custodians are normally on duty before and after work hours, provided that this shall not interfere with nor interrupt normal operations.

3. Any officer or authorized representative of the SEA so designated by the SEA and identified to the Superintendent shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement with the principal/supervisor at other times, provided that this shall not interfere with nor interrupt normal school or office operations. In all instances, the authorized representative or representatives shall satisfy the principal/ supervisor that they are on official business before they proceed through the building to any room. All such visits shall not interfere with any employee's activities while on duty.

4. The SPS and the SEA agree that having the SEA representatives included in Outlook (the SPS's email program) provides for quality and efficient communications between represented employees and their union. The parties agree that the purpose for allowing SEA to use District communication tools for union business to get SPS related issues resolved efficiently, which includes grievances and individual performance issues. The parties agree that it is not appropriate for SEA or SPS employees to use District email communications to coordinate no-confidence votes, walk-outs, or strikes. Private email accounts must be used for these purposes. The SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. The SPS shall incur no additional cost as a result of the SEA use of email. This means that the SEA will pay for all equipment, installation costs, supplies, training costs, system security provisions, overhead expenditures and any other costs of any nature that may arise. There shall be no additional workload or expense at the school site. SEA use of the email system will not cause the system to become overloaded. The parties agree that there is no expectation of privacy if using SPS email accounts and agree to comply with all Public Disclosure Commission rules.

SECTION G: Creative Approach Schools

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

ARTICLE III: RIGHTS AND RESPONSIBILITIES

1. The process and criteria for applying for and designating a Creative Approach School are developed by the joint SPS and SEA Creative Approach Schools Oversight Committee, which will consist of three appointees from each side.

2. The process and criteria will be reviewed by the committee annually.

3. Any school applying to be a Creative Approach School will be strictly held by the agreed upon criteria, process, and timelines.

4. The process will contain a provision that requires a staff vote of 80% approval in order for an application to be valid. The vote should be conducted similarly to the contract waiver vote outlined in the Collective Bargaining Agreement in Article I, Section F and Appendix M.

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

    b. Employees should fully understand the creative approach that is being proposed, along with any School Board Policy and Collective Bargaining Agreement provisions that would be waived in order to accomplish the proposed approach.

    c. The Creative Approach Schools vote should be conducted by the SEA Association Representative for the building.

    d. All Certificated, Paraprofessionals, and SAEOPs who work in the building more than two (2) days a week must be involved in this voting process.

    e. The SEA Association Representative should document the total number of SEA represented employees in the building, along with the number who voted in favor of the creative schools proposal. At least 80% of the SEA represented employees working more than two (2) days a week in the building must vote in favor. Abstentions and non-voting employees are considered the same as a negative vote.

    f. The SEA Association Representative and the building Principal should both sign and date the voting documentation and submit it along with the Creative Approach School proposal.

5. SPS and SEA agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.

    a. All waiver requests will first be reviewed by the Creative Approach Schools Oversight Committee.

    b. Those waiver requests approved by the Creative Approach Schools Oversight Committee will then be submitted to the Superintendent for approval.

    c. All School Board policy/procedure waiver requests approved by both the Creative Approach Schools Oversight Committee and Superintendent will then be submitted to the School Board for approval.

    d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach Schools

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

e. Federal, state, and local laws/regulations contained in District School Board policies and procedures or in the collective bargaining agreement cannot be waived unless federal, state, or local approval for such waiver is obtained.

6. The Creative Approach Schools Oversight Committee will determine which proposals to forward to the Superintendent for approval, which shall be subject to approval by the School Board if the proposal includes requests to waive either collective bargaining agreement provisions or School Board policies.

7. All SEA represented staff who work in these buildings or are thereafter assigned to work in the building at least two (2) days per week must sign a statement that they agree to the assignment and will adhere to the Creative Approach School plan and philosophy.

8. Staff members, who choose not to participate in the creative approach plan, may displace themselves from the building prior to phase 1 of the hiring process unless currently on either probation or a performance improvement plan. Those individuals displacing themselves will have the same rights as all other displaced employees.

9. Any Creative Approach School(s) developed pursuant to this section will adhere to all Common Core State Standards, as applicable.

10. A Creative Approach School program, as a condition of continued existence, must remain budget neutral unless outside funds for the three (3) years of implementation are secured through grants and donations. Acceptance of any grant or donation funds must go through the normal SPS approval process. In the event a program is not budget neutral, the District may discontinue the program.

11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three of the implementation.

12. The Creative Approach Schools Oversight Committee will develop and/or review guiding principles every two (2) years for designating creative approach schools. Community input will be gathered in the development process. The guiding principles are subject to approval by the SEA Board of Directors and School Board.

SECTION H: Representation Rights and Due Process

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

2. The probationary and/or annual performance evaluation and evaluation conferences conducted by the supervisor in the evaluation process are specifically excluded from these provisions. Subsequent discussions of the matters reviewed in the evaluation may involve representation at

the employee's request, pursuant to these provisions.

3. Any complaint not called to the attention of the employee in a timely manner may not be used as the basis for future disciplinary action or adverse evaluation against the employee. Any written complaint or record of a complaint made against an employee must be called to the attention of the employee within ten (10) working days of the time the complaint/record was made. The notification to the employee must contain the issue that generated the complaint; and the date and time of the alleged incident, if applicable. The employee will be given the specifics of the allegations known to the District unless this disclosure would compromise the District's investigation.

4. No employee shall be disciplined without just and sufficient cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, oral warning, written warning, or reprimand, suspension, and/or termination as appropriate to the circumstances. The SPS may bypass the steps of the progressive discipline process in any situation because of the seriousness of the employee conduct that constituted just cause for discipline. Any disciplinary action, except an oral warning not documented or recorded in the employee's personnel file, shall be subject to the grievance procedure including binding arbitration. The specified grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.

5. Weingarten Rights: Employees have the right to request union representation in all meetings or interviews which may lead to disciplinary action. The supervisor shall grant the employee's request to be represented by the SEA; provided, however, the meeting/interview shall not be delayed more than seventy-two (72) hours unless both parties agree to an extension of time limits.

6. Employees may be placed on paid administrative leave only when the safety of the employee, students or other employees would be at risk by allowing the employee to remain on the job or the SPS is investigating issues related to alleged misconduct or similar serious concerns. Alternatives to placing employees on administrative leave will be explored and considered whenever possible. The parties agree that delays in returning employees to work are costly to the SPS and to the employee's ability to return to their work. The SEA will be notified of the consideration or decision to place an employee on administrative leave at the earliest possible time. In addition, the SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases.

SECTION I: Availability of Information

1. The SPS shall furnish upon request of officers or authorized representatives of the SEA information, statistics and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility. All requests for information must be directed to the Executive Director of Human Resources or their designee.

2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS will be carefully evaluated, and the costs incurred shall be reimbursed by the SEA.

SECTION J: Sexual Harassment

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

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.

2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

SECTION K: No Reprisal for Disclosing Misdeeds

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

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

1. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.

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

SECTION M: Health and Safety Needs

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

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

3. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five working days after the District has knowledge that it has failed an environmental test.

SECTION N: Safety and Security

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

   SPS and SEA agree that employees should not have to be subjected to parent/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian, they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their

supervisor (and if necessary, Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

2. The SPS currently has in place a number of programs and procedures that have been designed to identify, sort, and direct resources to potentially dangerous students. These programs and procedures provide a wide range of effective interventions and sanctions to maximize staff and student safety, while maintaining student due process rights. These programs and procedures include:

   a. Central Intervention Team (CIT): The CIT is a team of multidisciplinary members comprised of representatives from school psychologists, special education, safety and security, legal, student assignment, ombudsman, nursing, school officials, and staff who know the student best. The CIT takes referrals from schools regarding difficult to manage and/or dangerous students. At the conclusion of the CIT, a plan is developed for dealing with the dangerous or problematic student.

   b. School Threat Assessment Team (STAT): The Threat Assessment Team, within the Safety and Security Department, becomes involved when administrators are concerned about a student's safety. School administrators request STAT services when a student makes a direct and credible threat to do lethal harm, exhibits behaviors that cause sufficient concern that a student may pose a significant threat or is sexually aggressive or sexually inappropriate despite intervention/sanctions.

   c. Risk Assessments: Potentially assaultive or dangerous students are given risk assessments. These assessments are designed to identify the circumstances and variables that are known to be correlated with youth violence and aggression as well as to assist SPS staff in developing a case management plan. Risk assessments must be completed by a SPS-approved mental health provider trained in risk assessments.

   d. Safety Plans: Safety plans are developed by the SPS in order to maximize safety and reduce fear. The development of these plans includes input from school administrators, affected staff, students, and parents/guardians. If the Safety and Security Department is involved in the Risk Assessment, then the department, in consultation with the General Counsel's Office, will be involved with the creation and implementation of the Safety plan. The Safety plans are designed to change variables found in the risk assessment that affect social, emotional and behavioral factors and promote safety for staff and students. These may include a range of interventions such as, but not limited to, social skills training, daily backpack checks, or transfer to another school.

   e. Emergency Exclusion for Safety Reasons: A student may be placed on Emergency Exclusion during continuing investigation and risk assessment. This Safety Exclusion is not disciplinary but is a response to lethal and dangerous behavior. The Safety Exclusion continues until the danger is abated and may be re-instituted if the student does not follow the safety plan.

3. Whereas, the SPS and the SEA continue to support a policy of "no tolerance" for weapons, dangerous devices and assaultive behaviors and continue to support the use of expulsions from the school as an appropriate sanction for violations of the weapons policy. However, there are legal limitations to the ability to expel in every case, including particularly in cases of first offense for possession of weapons other than firearms in the absence of any exceptional circumstances.

   a. Establishing a Safe Environment - To achieve the above, consistent with student due process and other legal requirements, the parties agree to:

1) collaboratively develop improved security procedures,

2) expand training opportunities for all staff, and

3) engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community.

b. Weapons

1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.

2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.

3) Items That Appear to Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.

4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.

5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).

6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:

a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or

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

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

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

a. Consequences

1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:

a) Referral to a behavior modification program, if available.

b) Support and intervention services, as appropriate, if available.

c) A temporary school assignment.

d) A new school assignment.

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

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

4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.

5) The principal will be responsible for distribution to impacted staff.

6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.

7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.

8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.

9) The student's parents or guardians will be promptly informed of the incident.

10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to re-admittance to a new regular Seattle Public School.

11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.

12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.

13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.

b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:

1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.

2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.

6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing their duties will be prosecuted to the fullest extent provided by law.

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

8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.

SECTION O: Protection of Employees and Property

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

1. Preservation of Order in the Schools

   a. An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in their possession, in the possession of another employee or student, or upon school premises.

   b. The SPS shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts and other school functions, to maintain discipline and order.

2. Benefits to Employees

   a. A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.

   b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.).

   c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of their proper exercise of that force authorized in Item 1-a above or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent the employee when they have been assaulted in or around the school premises or as a direct result of the employee performing their duty.

   d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits

in accordance with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing their responsibilities.

e. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting the employee to or from their place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on SPS premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.

1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible not to exceed two hundred and fifty dollars ($250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance, not to exceed two hundred and fifty dollars ($250).

2) The SPS shall provide an additional sum of $7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than $250 but not more than $500. If, for example, an employee incurs a loss of $450 and they have a deductible of $500, then the employee would be reimbursed the first $250 as a general reimbursement, and up to $200 from the $7000 reserve fund. It is understood that the $7000 is the maximum obligation on the part of the SPS in providing reimbursement of claims in excess of $250. Once the fund is exhausted, it shall not be replenished until the following school year.

3) The SPS will provide full property insurance coverage separate from the previously-stated fund for theft of any SPS property from the private vehicles of itinerant student support staff who transport any SPS materials, equipment and supplies to and from their work assignments. Employees are expected to exercise reasonable care in transporting SPS property.

4) There shall be no reimbursement for loss of cash.

5) The use of personal equipment at work must have the prior approval of the principal/supervisor.

6) There must be proof submitted that the employee either has no insurance or that their insurance does not cover the damage or loss in question. An employee must exhaust their own insurance recovery possibilities before being eligible for reimbursement under this Section.

7) There must be filed with the General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.

f. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in, Section VIII. A, of this Agreement.

3. Reporting Procedures

An employee shall immediately report any assault suffered by them in connection with SPS employment to their supervisor or other immediate supervisor and cooperate fully in the

completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items 2.c, d, e, and f above, the employee shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.

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

5. If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, the principal/program manager shall pass this information along to all employees who interact with those students.

6. Employees shall be trained by the SPS prior to being assigned to dispense medication. Employees shall be trained by the SPS prior to being assigned to insert catheters.

7. Employees will be provided with proper safety equipment when working with special needs students where health and safety issues are of concern.

8. All dispensing of medication will be in accordance with the law.

ARTICLE IV: EMPLOYMENT PROVISIONS

SECTION A: Length of Workday and Early Dismissal

1. The workday shall be in accordance with the hours authorized for the individual employee position and shall be in accordance with applicable Federal and State laws. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, the principal/supervisor may require the employee to meet the building's regular schedule.

2. Upon special arrangement with the immediate supervisor, the employee may participate in a regularly scheduled meeting of the SEA held after the close of the student school day if the employee is an officer of the SEA or a member of the Bargaining Committee.

3. It is the duty and responsibility of principals/supervisors to ensure that employees are completely relieved from duty during their lunch period. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.

4. Employees working four (4) to six (6) hours are entitled to one (1) relief period of fifteen (15) minutes as part of the regular paid working day. Employees working six (6) hours or more are entitled to one (1) such period in the morning and one (1) in the afternoon. Where practicable, relief periods should be taken at regularly scheduled times.

5. The employee may request and be paid overtime at time and one-half for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week; or, compensatory time on a time and one-half basis is permitted for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week if the employee requests compensatory time off in lieu of overtime. Work schedules may be arranged during any given work week for absences due to routine medical/dental appointments, etc., if agreed upon by the employee and their supervisor before the fact.

6. When students and classes are dismissed one (1) hour earlier than the regularly scheduled closing time on days before Thanksgiving holidays and Winter Vacation, all full-time employees will be released from duty one (1) hour earlier than their individual regularly scheduled time. If classified office employees at the Stanford Center cannot be dismissed one hour earlier on these days, due to having to maintain critical services, the employee will get to exchange the time for another date. The exchange will be worked out between the employee and the employee's supervisor.

7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period. Necessary travel time and mileage allowance shall be provided for travel between the two work locations pursuant to Article IX, E of this Contract. The employee shall keep a mileage report. The affected principals will agree to the means for the reimbursement.

8. Starting with 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-

building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.

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

SECTION B: Evaluation

1. At the beginning of the employee's work year, the employee will meet privately with the principal/supervisor who is immediately responsible for their evaluation, and meet with classroom teachers and other employees involved with their services to define respective responsibilities, with the option of developing a written list of specific responsibilities consistent with the job descriptions, SPS rules, regulations, procedures, and the provisions of this Agreement.

2. Newly Hired Employees

   a. Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form.

   b. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employee. Probationary Report forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Probationary Report form from the principal/supervisor at the time of evaluation.

   c. If the reports are satisfactory for the first three (3) months, the employee shall be placed on regular status. The District will make training on the evaluation process available quarterly.

   d. If at the end of the first three (3) months an employee is performing unsatisfactorily, the principal/supervisor shall complete a Performance Appraisal form. The probationary period may be extended for a maximum of three (3) weeks. At the end of any probationary period, the employee will be re-evaluated and: a) be removed from probationary status, or b) be terminated.

   e. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.

   f. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form and an opportunity must be provided, including reasonable help, for the employee to improve in the areas of weakness indicated. The employee shall have the right to have an SEA representative present when the Performance Improvement Report form is presented to the employee.

3. Regular Employees

   a. An employee shall be evaluated by their principal/supervisor at least once each year at any time prior to but no later than April 15th. Annual evaluations are considered to cover a one (1) work year period and may incorporate evidence from the previous twelve months.

   b. The principal/supervisor shall discuss the evaluation in detail with the individual employee.

Performance Appraisal forms shall be signed by the employee at the time of the evaluation, and signed by the principal/ supervisor prior to submission to Employment Services. The employee's signature does not constitute approval, only that the form has been received. The employee shall receive a copy of their completed Performance Appraisal form from the principal/supervisor at the time of the evaluation.

c. An employee's performance will be considered unsatisfactory when an employee receives one (1) unsatisfactory mark in any one (1) of the eight (8) categories. Throughout the work year, supervisors are to inform employees of their concerns as soon as they are observed so the employee has the opportunity to improve on their performance prior to getting an unsatisfactory rating. Informal observations may be documented in writing and if documented, a copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based on any such informal observation, the written documentation of the observation must be provided to the employee in order for that evidence to be used in the final evaluation.

d. If an employee's performance is rated unsatisfactory on the Performance Appraisal form, the principal/supervisor shall complete a Performance Improvement Report form. An employee who has been rated unsatisfactory will be observed for four (4) work weeks. Employees may request two days of on-the-job mentoring to be provided prior to the final week of observation. A mentor will be provided if one is available. Mentors will be identified through a jointly agreed process by SPS and SEA, and will receive a 20% increase in their hourly rate for time spent as a mentor. The employee's request for mentoring must be submitted in writing to the principal within three (3) working days of receiving the Performance Improvement Report form. The principal will respond to the employee's written request within three (3) working days. At the end of that time period, the employee will be re-evaluated and if they are still performing unsatisfactorily in the same category(s), will be placed on probation for three (3) work weeks. At the end of this probationary period, the employee will be reevaluated and: a) be removed from probationary status, b) be placed on extended probation, which shall normally be for three (3) work weeks, or c) be terminated.

e. At any time when a PIP is presented to the employee, the employee shall have the right to have an SEA representative present. An opportunity must be provided, including reasonable help, for the employee to improve in the area(s) of weakness indicated. Professional development may be requested by the employee to assist with deficiencies and incorporated into the plan.

f. Regular employees who are transferred to positions which represent a change in job title may at the option of the principal/supervisor be evaluated monthly for three (3) consecutive months.

g. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.

h. Optional Participation in Goal Setting

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

Employees who engage in goal setting are eligible to receive an overall rating of "Excellent" if they receive a rating of "Excellent" in at least five (5) competencies and a rating of "Strong" in the remaining competencies. Employees who do not engage in goal setting

must receive an “Excellent” rating in at least seven (7) competencies and no rating less than “Strong” to have an overall rating of “Excellent”.

i. Optional Focused Evaluation

1) An evaluator may place any employee who has received an overall rating of “Strong or Excellent” on their previous year’s annual evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of their decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.

2) Those employees on a Focused Evaluation will utilize the formal evaluation tool which will be modified to provide for this option. The evaluator, in consultation with the employee will each identify one (1) specific competency on which to focus for the current school year so that the employee will be evaluated on a total of two (2) competencies. In the event both parties choose the same competency, they shall select an additional competency for a total of two (2).

3) An employee may remain on the Focused Evaluation cycle for a period of three (3) years. All employees must receive a Comprehensive evaluation at least once every four (4) years.

4) If an evaluator determines that the employee needs to be returned to the Comprehensive Evaluation, the evaluator will document the reason for the return and provide notice in writing to the employee. The employee will then be returned to the Comprehensive Evaluation for the current school year.

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

4. Disputes over formal disciplinary action (suspension or termination), disputes over any unsatisfactory ratings in any performance category as determined by principal/supervisor, or disputes concerning exclusively a departure by the SPS from the procedural requirements of Article IV, Section B, shall be subject to the Grievance Provisions of Article X. Findings made and conclusions reached by the principal/supervisor, resulting in a performance rating of "Excellent," "Strong," or "Satisfactory," shall not be subject to the Grievance Provisions of Article X.

5. There shall be no illegal eavesdropping.

SECTION C: Workload Management

1. Annual Workload Review at Schools

The Principal or Principal’s designee shall meet with the entire school office staff in September to coordinate work distribution and daily schedules and to ensure that lunches and breaks are provided. A written plan resulting from the meeting shall be distributed to all office staff. To coordinate adjustments to the plan, meetings shall be held periodically throughout the school year as needed to review workload, schedules and expectations and to prioritize tasks. The following directives shall govern such workload review:

a. There will be a shared understanding of priorities.

b. If a task is duplicative or unreasonably time-intensive, it will be evaluated and either changed or eliminated.

c. The division of labor and key deadlines will be clarified through regular communication.

d. In some cases, increased use of technology may be a cost-effective means of improving customer service.

2. Resolving Workload Concerns

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

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

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

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

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

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

b. The Labor-Management Committee must make quarterly reports to the Leadership Committee (described under Site-Based Decision Making), to explain progress in the review of potential efficiencies such as those described above and implementation of new processes to reduce workload or improve productivity.

c. Four office professionals, including one from elementary, one from K-8, one from middle school, and one from high school, will be included in the SPS's Opening Schools Task Force to provide information and input with respect to the workload implications of new school opening policies under consideration.

4. Health Services Delivery: The staff, or an appropriate Building Committee, including a SAEOP representative and the Principal will annually discuss how to provide health services to students when a school nurse or health assistant is not present. (Held at the start of the school year and again as the budget is being prepared.)

5. School-Wide Discipline Responsibilities: Each school shall have school-wide discipline plans that designate which individuals are responsible for student discipline, including the supervision of students being disciplined.

6. Registrars' Work Schedules: With agreement between the Principal and the Registration Specialist/Data Registration Assistant, Registrars may flex their work schedules to accommodate work responsibilities at the end of the school year.

7. Building budgets will be allocated a fund of $2500/school to be used, based upon input by impacted building SAEOPs, to address peak load extra help, extra days or overtime that is pre-approved by the principal. If an employee's request to work overtime is denied, the principal and the employee will meet to determine how to prioritize work tasks within the work day.

8. When SAEOPs are required to attend District trainings, substitutes will be provided and will not be charged to the school budget.

9. System-Wide SPS Work: There will be a joint SPS/SEA Technology Advisory Working Group that will include equal appointments from the district and SEA. The duties of the committee will be to review technology for purchase, training needs, and implementation schedule. The SPS will notify and involve SEA when planning and implementing new major business and reporting practices that directly affect how employees perform their duties

10. Addressing Workload Issues in the Budget and Staffing Process

    Budget instructions as agreed between the SEA and the SPS shall be included in the "Budget Tools, Forms and Guidelines Book" each year to address office staff workload issues during the budget and staffing decision-making process.

11. If SAEOP positions are cut from any department, the supervisor is required to meet with the remaining employees to discuss how tasks will be reassigned, or if possible, eliminated.

SECTION D: Affirmative Action

1. The SPS Board selects employees as needed on the basis of merit, training, and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bona fide occupational qualification, and the SPS shall comply with State or Federal laws as may pertain thereto.

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

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

SECTION E: Liability Coverage and Hold Harmless Provisions

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

    a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with the employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,

    b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel's Office of any such suit, claim, or action brought against said employee.

2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.

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

SECTION F: Resignation and Termination

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

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

SECTION G: SAEOP Mentoring Corps

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

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

ARTICLE V: CLASSIFICATION

ARTICLE V: CLASSIFICATION

SECTION A: General Provisions

The SPS will develop classification specifications.

SECTION B: Job Descriptions

1. A current and complete file of all bargaining unit job descriptions of the SPS shall be available to all employees and the SEA for their review during the workday in Human Resources. In addition, the SPS will supply the SEA with a current and complete set of job descriptions for the SAEOP and Paraprofessional units.

2. When a job description for a bargaining unit position has been created or revised, a copy will be provided to the SEA.

SECTION C: Job Measurement System

1. The SPS will use the Job Measurement System and point factor table developed by the Joint Classification Committee and set out in Appendix D of this Agreement. The SPS shall use the negotiated pay grades and salary schedules set out in Appendices A-1 through A-3 of this Agreement.

2. The SPS and the SEA shall have a Joint Classification Oversight Committee consisting of 14 members: six (6) SPS, six (6) SEA, and two (2) mutually agreed upon neutral members. The SPS members shall be appointed by the Superintendent. The SEA members shall be appointed by the SEA President. The SPS and the SEA shall negotiate the appointment and any compensation of the two (2) neutral members. The Committee shall meet quarterly, or as needed.

3. The role of the Joint Classification Oversight Committee is to monitor the application of the Job Measurement System and process. The parties agree that it is desirable to maintain the Job Measurement System using periodic audits; therefore, the Joint Classification Oversight Committee will also monitor System maintenance.

4. A subcommittee of the Joint Classification Oversight Committee shall comprise the Appeals Panel for classification appeals. The Appeals Panel shall consist of one (1) SPS, one (1) SEA, and one (1) neutral member. The Appeals Panel will meet as needed.

5. Official records of classification results shall be maintained by Human Resources. Any supervisor interested in reviewing the results of their employee's job classification/evaluation should contact Human Resources. Likewise, any employee or an authorized SEA representative who wishes to review the classification/evaluation results of their current position should contact Human Resources.

SECTION D: New Positions

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

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

SECTION E: Reclassification

1. The SPS has a continuous process of review and re-evaluation of job descriptions and classifications. Changes in classification of regular positions as determined by job analysis and evaluation may occur for reasons such as, but not limited to: changes in position duties and responsibilities as determined by the SPS; or inappropriate classification of an existing position.

2. The SEA, on behalf of an employee, or group of employees (two (2) or more), or the affected supervisor/department manager may initiate a request for reclassification. If an employee or group of employees wants to initiate a request on their own, the request will be vetted through SEA prior to review by a job analyst. A reclassification request will only be processed if the supervisor or department manager involved has been notified in writing and SEA has agreed to move the review forward. All reclassification requests will be directed to Human Resources. Reclassification requests must be in writing and must be accompanied by a completed job content questionnaire. If the position in question has been reviewed by an analyst, and the position has been appealed through Step 2 of the Classification Appeals Process, pursuant to the appeals procedure explained below, the position will not be reviewed again until one (1) calendar year after the initial request. The position can be reviewed sooner if there is mutual agreement between Human Resources and SEA due to changes in duties and responsibilities of the position.

3. A job analyst shall hold an explanatory conference with the person initiating the reclassification request within twenty-five (25) workdays of receiving the request. The employee(s) may be accompanied by their supervisor and/or an SEA representative.

4. The job analyst will review any additional information, conduct the necessary research, and communicate their decision in writing to the employee(s), the supervisor involved, and the SEA within twenty-five (25) workdays from the date of the explanatory conference. The written decision will be officially distributed in order to document the decision date for the affected employee(s), supervisor(s), and the SEA.

5. Human Resources shall coordinate with the supervisor when implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received by Human Resources.

SECTION F: Appeal Procedure

1. The SEA on behalf of employees may appeal the classification decision of the job analyst by submitting a written appeal request to the Appeals Panel (send to Human Resources) within twenty-five (25) work days from the date of official notification. The Appeals Panel will review the job description and/or supplemental job documentation, the HR analyst's written review, and any other relevant information presented to the Panel. The employee(s) may be accompanied by their supervisor and/or an SEA representative at the Appeals Panel hearing.

2. The Appeals Panel will communicate its decision to the Superintendent designee within five (5) workdays after the appeals hearing. Final approval of the decision of the Appeals Panel will be made by the Superintendent designee within ten (10) workdays of receipt of the Appeals Panel's decision, and written notice of final approval will be provided immediately to the employee(s), the supervisor, and the SEA. Human Resources shall coordinate with the manager or supervisor involved in implementing any salary change that may result from a reclassification. Salary changes will be retroactive to the date upon which the reclassification request was first received

by Human Resources.

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

SECTION G: Classification Downgrading

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

1. Allowed to advance normally within the newly assigned classification as long as the employee's salary prior to the reclassification is not more than the last step of the new classification; or

2. Frozen at the present dollar amount until such time as the last step of the new classification equals or surpasses the frozen amount.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION A: Three Phase Hiring Process:

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

1. Advertise vacant positions as early in the Spring Staffing process as possible.

2. Maximize opportunities for regular employees who are displaced or transferring to apply for advertised positions (Phase 1).

3. Ensure that employees who are displaced due to school closures, program changes, and funding reductions have secured placement in available positions elsewhere in the district prior to any outside hire.

4. Prudently manage the displacement pool.

5. Notify classified employees of reduction in force (RIF) by the end of April.

The classified staffing process will include the following Phases:

Phase I:

(Site-Based Selection Process)

1. Positions will be advertised for current employees in regular positions who have been retained or displaced for the following year including those requesting option transfers.

2. An eligible applicant may only apply for a position with the same work year, FTE and verified job title as they currently hold; an applicant may apply for a position with a shorter work year or lesser FTE than they currently hold. Employees may not increase their FTE or length of work year during Phase I.

3. Vacancies generated by Phase I hiring will be posted in Phase II.

4. At the request of the hiring team, qualified substitutes may be interviewed during Phase I.

Phase II:

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

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

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

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

1. In June, HR will host in-person staffing where remaining displaced employees will select a position in descending seniority order beginning with 504, then regular displaced, for the following school year.

2. At in-person staffing, displaced employees may select positions in one of their verified job titles at the same pay level or below, regardless of FTE.

3. A displaced employee may opt not to select a position until they are least senior, if there is an available position in one of their verified job titles, they shall be assigned to that position regardless of FTE.

4. Prior to Phase III (Open Hiring) described below, HR will recall laid-off employees to vacant positions for which they hold the verified job title, provided no displaced employee with the verified job title remains.

Phase III:

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

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

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

1. Potential vacancies are identified by principals/program managers.

2. Once a potential vacancy is identified, the principal/program manager completes a Personnel Change Request (PCR).

3. After a vacancy has been approved as valid, it is sent to HR for action.

4. Employment Services generally acts on vacancies in the following order:

    a. Some period of advertising positions for staff with correct job titles to apply.

    b. Placing those with 504 accommodation needs.

    c. Placing those with return rights and displaced employees (including those from Option Transfer) using the classified Three Phase Hiring Process

    d. Laid-off employees are recalled and placed during the Three Phase Hiring Process

    e. Any remaining vacancies are advertised and open to voluntary transfer

    f. Any remaining vacancies are available to inside and outside-SPS applicants

Administrative Transfers are placed as the need arises.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

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

SECTION C: Vacancies

1. The SPS has the legal responsibility to establish the educational programs, services, and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.

2. All vacancies in regular classified positions covered by this Agreement will be advertised. Excluded from this process are vacant positions subject to the provisions of Sections VII. F Layoff, VII.G Exemption Process, VII.I Placement of Displaced Staff, and VII.J Reemployment of Laid Off Employees.

3. Principals/program managers shall create a PCR upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position for any reason, including to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable reasons shall be approved by the District-level administrator. Delays for unnecessary or avoidable reasons shall be disapproved by the District-level administrator.

SECTION D: Career Ladder Promotions

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

1. A career ladder shall exist within the bargaining unit and related classified staff employment categories that shall provide preferential consideration for those who have at least a strong overall rating on their most recent performance evaluation and have appropriate training and experience for a more responsible position.

2. Upon completion of formal training requirements for a particular position, an employee who has demonstrated quality performance over a period of time shall receive priority consideration for promotion.

3. The SPS and the SEA recognize the need for career development opportunities for employees to improve their abilities and skills and to advance to more responsible positions.

4. An employee who transitions from classified to certificated non-supervisory work will be credited with seniority for displacement and lay-off/recall purposes equal to their years of accrued SPS classified seniority in January of the first year of certificated non-supervisory work.

SECTION E: Voluntary Transfers

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

2. Employees who are on formal performance improvement plans (PIP) or probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate Regional Executive Directors. The SPS will notify the SEA of any transfers proposed for employees that are on probation.

3. Voluntary transfers which involve no increase in SP Salary Schedule level, hours and/or work year shall be available only to those employees who have been in their current assignments for a minimum of one (1) complete semester. There shall be no one-semester time limit on transfers which involve an increase in SP Salary Schedule level, hours and/or work year. Employees with return rights to previously held positions are not required to remain in a placement for one semester if the opportunity to return to the previously held position arises. The provisions of this Section shall not apply to employees serving in an assignment due to involuntary transfer.

4. Application Procedure for Voluntary Transfer to Vacant Positions

   a. To be considered an applicant for specific advertised position vacancies, eligible employees, as described in Article VI Section C.2 above, shall consult the SPS Employment website for application information.

   b. Employment Services shall determine whether applicants meet the required minimum qualifications, as written on the job descriptions. Employment Services shall notify the principal/program manager of the vacant position of those applicants to be interviewed within five (5) working days of the closing date of the advertised position. Applicants who do not receive an invitation to be interviewed should assume they will not be interviewed.

   c. If the interview is scheduled during the employee's workday, that interview will be without loss of pay to the employee. The employee will minimize travel time to and from the interview. Substitutes will not be provided.

5. Selection Procedures

   a. Referral Process: Employment Services shall refer the six (6) most senior applicants who meet the minimum qualifications as written on the job announcement, to the appropriate administrator for an interview, provided that:

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

   b. Classified Screening Process:

      1) Salary Schedule SP 15, 16, 17, 18, and 19 Positions

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

2) Salary Schedule SP 20, 21 and 22 Positions

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

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

a) Two (2) building staff, selected by SEA-represented employees. At least one (1) shall be a classified employee.

b) The principal/program manager shall normally be a member of the committee and shall designate one (1) additional person. In the event the principal/program manager is unable to serve, they shall designate another person to serve on their behalf.

c) Each building shall vote to determine if there will be participation by the site council or PTSA. In the event that the building decides to involve either the site council or PTSA, then they shall have one (1) PTSA or site council member on the committee. If the building decides not to include the site council or PTSA, then the committee shall be made up of the two (2) members designated by the SEA and the principal/program manager and their designee.

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

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

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

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

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

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

6. Option Transfer (Voluntary Displacement)

   a. An option transfer request is submitted when employees, who have an overall performance evaluation rating of satisfactory or better, wish to vacate their current positions and voluntarily displace themselves during spring staffing for vacancies which become available for the subsequent work year. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.

   b. An option transfer request is submitted during the spring staffing process.

   c. Staff selecting option transfer will be placed in new positions using the same process used to place displaced employees described in Article VII Section I.

SECTION F: Administrative Transfer

1. Guidelines for Administrative Transfers:

   a. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.

   b. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and their effectiveness in the total educational program.

   c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Washington Law against Discrimination, and the Affirmative Action goals of the SPS in placing and transferring employees.

   d. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.

2. Transfer by Administrative Decision:

   a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks' notice. The written notification shall include the reasons for the transfer.

   b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.

   c. Criteria listed in Section VI.F.1 above shall be utilized for administrative transfer.

   d. An employee who is selected to transfer as a result of an Human Resource administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, the employee will remain in the original assignment until a position is available.

ARTICLE VI: VACANCY, HIRING AND TRANSFER

SECTION G: Academic Summer Semester

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

SECTION H: Assignment and Letters of Employment

1. New and voluntarily transferred employees assigned to a position must work in the assignment designated on the PCR for a minimum of one semester, unless selected for a promotional position. Exceptions will be made only for necessary program changes and must be approved/disapproved by the District-level administrator.

2. Each new employee shall receive a job description and a form providing the following information:

    a. Employee's name;

    b. Job Title;

    c. Salary placement on the SAEOP and Paraprofessional Employees Salary Schedules (Appendices A-1 through A-3);

    d. Authorized work year;

    e. Number of hours authorized per day; and,

    f. Work location.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

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

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

1. Employees are notified of their seniority and verified job titles.

2. Principals and program managers identify positions that are funded and not funded for the ensuing year.

3. SPS identifies the number of people in each job title that will be retained and laid off.

4. Criteria to exempt specific employees from layoff are applied.

5. Employment Services notifies employees of their employment status (retained, displaced, or laid off) prior to the end of the school year.

6. Displaced employees are placed in vacancies before laid-off employees are recalled.

7. Laid-off employees are recalled before inside- or outside-SPS applicants are considered for vacancies.

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

SECTION B: General Provisions

1. The SPS will develop job groups and determine which job titles will make up each job group. Job groups will be based upon broad, common characteristics such as similarity of duties, training, and minimum qualifications. Any additions, deletions or other changes to the job groups will be done by the SPS after consultation with the SEA.

2. Job groups for the bargaining unit shall be as follows:

    a. Office/Clerical/Secretarial

    b. Specialized Support

3. Each employee will be notified annually of the Job Group they hold and all of the job titles that are in their Job Group. Each employee will select job titles within their Job Group for which the employee meets minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.

4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.

5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based first on verified job title(s), second on FTE, and third on length of the most recent work year.

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION C: Seniority

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.

2. Former employees who return to SPS employment are entitled to seniority previously earned.

3. Each employee will be retained by seniority order in their current job title.

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

SECTION D: Staff Adjustments and Displacements

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

2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.

3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE but less than 1.0 FTE may choose between the following options:

    a. Remain in their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.

    b. Being totally displaced to the full extent of the present work hours and/or work year.

4. An employee whose position is reduced to .5 FTE may choose between the following options:

    a. Remain in the present position .5 FTE and be displaced for the remainder of their FTE. If this option is chosen, they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make them whole).

    b. Being totally displaced to the full extent of the present work hours and/or work year.

5. Principal/Program Manager Recommendations

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

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

b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as "displaced."

c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

SECTION E: Program Movement or Closure

1. Employees associated with a program that moves from one work site to another are assumed to move with the program. An employee who prefers to stay at the original site may do so, if there is a vacancy for which they are qualified. An employee who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will either;

   a. displace a less senior employee in the job title at the site, or

   b. be displaced

2. If a program is terminated and then reinstated within two (2) school years, employees who were in that program shall have first priority for the vacancies in the job title they held when the program was terminated.

3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

SECTION F: Layoff

1. Adverse developments which can necessitate substantial layoffs include:

   a. Failure of a special levy election;

   b. Large insufficiencies in State funding; or,

   c. Large reductions in categorical funds or projects.

2. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing shall give priority to those programs and services which relate to instruction and welfare of students.

3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.

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

5. Layoff Criteria

a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.

b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.

c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off

6. Layoff Procedures

a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.

b. Seniority Bumping Guidelines

1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.

2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.

3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.

c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.

d. All employees will be listed by SPS seniority within current job title.

e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".

f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.

1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.

2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.

3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.

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

ARTICLE VII: STAFF ADJUSTMENT, DISPLACEMENT, LAYOFF, RECALL

SECTION G: Exemption Process

1. The SPS may take action on principal/program manager recommendations for exemptions to lay off using the following two (2) specific criteria:

    a. Critical program and/or organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.

    b. Special and unique skills and expertise: unique expertise or training in a critical instructional area as demonstrated by training, specific experience and education.

2. The SPS shall notify the SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: the exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

SECTION H: Notification of Employment Status

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.

2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.

3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.

4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

SECTION I: Placement of Displaced Staff

Staff Placement Guidelines:

1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.

2. If the least senior displaced unassigned employee does not select a position for which they are qualified, the employee shall be assigned by the last week of August to any open position within their current verified job titles and SP Salary Schedule level or below, based upon their seniority and qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, the employee shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming the employees refusal to accept an assignment.

    a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:

        1) Select any open position at their current SP Salary Schedule level or below based on

seniority, and participate in a retraining program at SPS expense in order to qualify for the position; or,

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

b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at their current salary level, until a position becomes available within their current SP Salary Schedule level or below, at which time the employee will be assigned in accordance with Articles VII.I.2 and VII.I.4.

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

1) Job title for which the employee was retained;

2) Job title on employee's job title verification sheet;

3) Job title for which an employee is qualified but is not listed on verification sheet;

4) Job title employee could qualify for as per Substitute Office evaluation.

c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.

d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.

e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.

f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.

3. Return Rights

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

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

1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.

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

4. Filling Remaining Vacancies

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

SECTION J: Reemployment of Laid Off Employees (Recall)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only, and shall have no impact on displacement or lay off for which the employee has already been notified.

2. Employment Services shall identify positions to which to recall laid off employees consistent with Section VI.C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed, their prior service with the SPS shall be utilized in determining their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:

   a. They notify Employment Services that they are no longer available.

   b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.

3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited their recall rights under this Section.

4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.

5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII I.3 above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.

6. Accumulated seniority and sick leave are retained for those reemployed following layoffs due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period

prior to reemployment.

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

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

ARTICLE VIII: LEAVES, VACATIONS AND HOLIDAYS

SECTION A: Short-Term Compensated and Uncompensated Leaves

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

1. Sick Leave

    a. At the beginning of each school year, each employee shall be credited with an advance Sick Leave allowance equal to one (1) day per month of the employee's work calendar, as outlined in Appendix K. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.

    b. For employees hired after the beginning of the school year, one (1) day of sick leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.

    c. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.400.300 and the rules and regulations of the Superintendent of Public Instruction under that law. Employees may accrue sick leave in accordance with state law. Classified employees may accrue up to the number of contract days that they work in a school year. For example: a classified employee who works a 203-day work year can accrue up to 203 days of sick leave for use as sick leave.

    d. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize their sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because they are allergic to the respective vaccine. Employees who choose not to be inoculated, for whatever reason, may choose 1) leave without pay; or 2) to use their sick or personal leave.

    e. Sick Leave may, be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee. An employee's position will be held for their return to work as long as the employee is off work on sick leave plus a twenty-five (25) workday grace period after the exhaustion of their accrued sick leave. If the employee qualifies for Family Medical Leave Act (FMLA) benefits, their position will be held for their return for the period of time covered by the FMLA or until the end of the twenty-five (25) day grace period, whichever is longer. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must submit a written application for Leave for Health Condition to Human Resources.

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

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

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

h. For the purposes of the Family Medical Leave Act (FMLA), the twelve (12) weeks of eligibility period begins with the first day of paid or unpaid sick leave used for a purpose allowed under FMLA. SPS considers the submission of a leave application to be notice that the employee may need FMLA benefits. SPS may require the employee to provide medical verification before the leave is approved.

i. The supervisor may request a conference with the employee if they are concerned about the employee's sick leave usage. If the employee's absences continue, the supervisor may require that the employee provide medical certification for future sick leave absences.

j. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year.

k. Upon return from extended sick leave or FMLA, the employee, upon approval of the Labor Management Committee, will be permitted to utilize unpaid leave on a periodic basis to deal with health issues and/or doctor appointments.

2. Personal Leave: Personal Leave, accrued as outlined in Appendix K, shall be available to employees for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Beginning in 2019-2020, two (2) days of accrued sick leave may be used as personal leave days, providing a total of four (4) personal leave days and come from the employee's days of sick leave. See Appendix K. The leave shall be granted with full pay during the work year. These days can be used for purposes of religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Unused Personal Leave may be converted and added to the employee's sick leave accrual at the end of the fiscal year as outlined in Appendix K.

3. The procedures for obtaining Sick or Personal Leave are as follows:

a. An employee who anticipates the necessity for taking a short-term leave shall notify their building principal/supervisor at least three (3) working days before taking the leave.

b. In cases of personal emergency or personal illness, when it is not possible to give three (3) days notice, the employee shall notify their building principal/supervisor as soon as possible.

c. The employee must make proper arrangement for a substitute, if they work in a position for which a pool of substitutes exists.

d. The employee must keep the building principal/supervisor informed about the expected duration of their leave and their expected return date.

e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where not substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.

f. Upon return from short-term leave, the employee is responsible for ensuring that the absence is entered into the District's time and attendance system to ensure accurate time accounting and payroll processing.

g. Employees who fail to notify their building principal/supervisor of their leave status and/or fail to return to work after the expiration of any leave will be subject to progressive discipline for failure to follow leave procedures and/or job abandonment, unless a written medical reason is submitted to the District prior to the scheduled return date.

h. Any employee who is injured by a student and has been approved for worker's compensation as related to the injury will not be deducted sick leave for the first two days.

4. Sick Leave Buy Back shall be administered in accordance with state law.

a. Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate. As allowed by law, the funds will be put into a VEBA account.

b. On or before January 31 or the last business day of January, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.

c. The continuation of the Sick Leave Buy Back program is contingent upon maintenance of the authorization provided in RCW 28A.400.210.

5. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law. Shared leave will be used only for the purpose of maintaining salary and insurance benefits. The length of time a position is held for the employee's return will not be extended by the use of shared leave.

6. Worker's Compensation

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

when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State Insurance procedures.

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

c. The employee shall return to regular duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.

d. The SEA and SPS will do a joint study of this section to determine the usage, cost, and the impacts of paying up to 100% of the disability cost for sixty (60) days.

7. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee’s home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.

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

a. For the purpose of Bereavement Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.

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

8. Attendance at the Legislature

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

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

a. Arrangements for the necessary temporary leave shall be made in writing to the immediate supervisor.

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

c. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee. The employee will provide the SPS in writing an accounting breakdown of the daily jury/subpoena fees and the transportation, meals and lodging monies that will be reimbursed to the employee in accordance with current SPS policy.

10. Mandatory Court or Subpoenaed Appearances: To the extent possible, all leaves under Article VIII.A.10 shall be scheduled outside of the school year. Upon request to the principal/supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:

a. When the employee's appearance is essential to, or on behalf of, SPS interests, leave shall be with full pay. To the extent possible, all leaves under Section VIII.A.10 shall be scheduled outside of the work year.

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

c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of their substitute.

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

11. Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of ten (10) days in any given year. The temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.

12. Salary deductions for absences for all other causes not covered by the above conditions or in cases when the compensation benefits have been exhausted shall be at the daily rate of the employee's salary.

SECTION B: Long-Term Uncompensated Leaves

1. Health Leave

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

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

b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that ~~is~~ they are unable to perform the essential functions of their job and has signed a medical release that allows SPS to communicate with their medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the

need for Health Leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.

c. In the event a second year of health leave is necessary, an employee may apply for an additional year of Health Leave upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay for the remainder of the current school year and the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, by SPS.

d. Except in extraordinary circumstances, Leaves for Health Conditions for more than two (2) years will not be approved by Human Resources. In the event an employee has been on leave for more than two (2) years they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site based process. If there is no assignment available through the site based process, the employee's right to return is based on the availability of a position for which they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.

e. Employees using Unpaid Health Leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.

f. An employee who has been released by their medical provider to return from health leave on a part time basis may apply for a partial leave of absence, subject to the approval of their principal/supervisor and Human Resources. Partial leaves for health reasons will only be approved for a total of two (2) years, including the time the employee was on full time leave. For purposes of eligibility for leave renewal, each year of partial leave will be counted the same as if it were a full-time leave.

g. Seniority is retained but not accumulated while on Leave. No increment credit is allowed for the time when an employee is on Health Leave.

h. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to taking Health Leave will be returned with the same status upon completion of the Health Leave.

2. Child Care Leave

a. Child Care Leave, without pay, will be granted after the birth of a child for the remainder of a school year or until the end of the next school year, and shall be exclusive of rights under FMLA for the period of physical disability (childbearing leave). Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.

b. An employee requesting to return from Child Care Leave must submit a written request to Human Resources.

1) An employee requesting to return to duty at the beginning of the next school year will be placed in the displaced pool and staffed accordingly.

2) The employee who requests to return to duty during the school year may apply for vacancies through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay.

c. Male and female employees are eligible to receive Child Care Leave without pay.

d. Child Care Leave without pay is available to parents or guardians of natural or adopted children.

e. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.

3. Other Long-term Leaves Without Pay

a. Human Resources may grant other long-term leaves without pay to those employees who have completed two (2) full years with SPS immediately prior to the leave. Human Resources will not approve more than one (1) year of these types of leave without pay, regardless of whether the leave is less than the employee's FTE. Exceptions to the one (1) year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities serving in public office, study or travel, professional experience or other purposes approved by Human Resources.

b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.

c. The employee granted the leave must intend to return to the SPS.

d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.

e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than the first business day in March prior to the year the leave is desired. Approval or rejection of the request will be provided within twenty (20) work days of receipt of a completed application by Human Resources.

f. Deadline for Notification of Intent to Return: On or before the first business day in March, of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm their return will be considered a resignation from employment from the SPS.

g. Long term leave without pay will not be granted to any employee who is on a plan of improvement, on probation or currently subject to disciplinary action.

4. Placement Upon Return from Leave

a. Upon return from extended unpaid leave, the employee will return to the same position, so long as the leave did not exceed one (1) school year.

b. An employee who has been on leave for two (2) years or less may request a return to

service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.

c. In the event an employee has been on leave for more than two (2) years, they may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which she/he is qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than two (2) years will also go through new employee orientation and be assigned a mentor, when available, to assist in the transition back to employment.

d. Accumulated sick leave will be restored upon return from leave.

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

5. Military Leave and Service Credit

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

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

6. Failure to Return from Long-Term Leave

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

SECTION C: Inclement Weather Conditions

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

2. If severe weather conditions make it impossible to report for work, or impossible to report on time, and the SPS has not declared schools closed, the following shall apply:

    a. Employees, including those assigned to school buildings, may use accrued personal leave, accumulated vacation days (twelve-month employees), or be permitted to make up time lost per arrangement with their supervisors.

    b. Employees who are late arriving for duty or who must leave prior to their regular quitting time may use accrued personal leave, accumulated vacation time, or be permitted to make up time lost per arrangement with their supervisor.

3. Regular school-year employees are not required to report to work when their buildings are closed, but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.

4. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.

5. After a decision has been made to close a building for the remainder of the day, the principal/program manager or their designee shall inform the employees.

6. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.

7. Principals/program managers will initially request volunteers to meet the operational needs of the building before requiring employees to remain. Employees will be paid at their per diem rate of pay if they are required to remain on site after the workday to supervise students.

8. Any paid leave (such as personal or sick leave) requested for days which are normally worked but fall on days that the work site is not open due to inclement weather shall not be charged to the employee.

9. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students with no loss of paid hours. With no loss of paid time, Stanford employees may delay the start of their work day the amount of time called for by the weather delay. Stanford employees will notify their supervisor that they will be arriving late.

SECTION D: Leaves for Association Activities

1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.56 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.

2. Leave Provisions for Officers

    a. The president and executive vice-president of the SEA shall be provided leave for the school year for which they are elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.

b. At a mutually agreed-upon date following election to office the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the SPS.

c. Bargaining unit employees who were or are elected to serve as an officer of the SEA in a full time or regular part time position shall be granted a leave of absence for the duration of their term of office. The SEA shall notify the SPS in writing and request such leave of absence on the behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations, contingent upon being fully reimbursed by the SEA. Officers who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment adjustment for the time on leave, if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.

3. Special Requests for Released Time

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

b. Requests by the SEA for alternate or additional individual SPS staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the SPS. Written requests for released time shall be presented to the Executive Director of Human Resources or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the SPS, and when approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.

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

5. Conditions for Released Time

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

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

SECTION E: Vacations

1. Those employees on a regular monthly salary but who work only during the school year (203 and 222-day schedule) are allotted ten (10) days of paid vacation which are to be taken during the Winter and Spring vacations.

2. Employees on a twelve (12) month work schedule should use the entry or anniversary date of employment to determine years of service and compute the number of vacation days. Entry date is the first day in a permanent position; substitute time and part-time less than half-time is not included. Full-year employees are entitled to annual vacation time as follows:

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

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

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

c. The maximum annual leave that can be carried over will be limited to twice the annual allocation. Any excess days beyond the two (2) year limit must be used by August 31 of each year or be lost, unless the employee, with the approval of their supervisor has submitted for the approval of the Executive Director of Human Resources by June 16 of that year, a plan which will eliminate such excess days within three (3) years of the date of

submission of the plan.

d. Employees with a balance of two-hundred forty hours (240) of annual leave or more, on August first of any year, can cash out up to three (3) days of vacation at the end of the same school year.

3. A school-year employee who transfers to a position with a twelve (12) month work schedule shall receive credit on the twelve (12) month employee vacation schedule for each completed school year served with pro rata adjustment for the first year.

SECTION F: Holidays

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

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

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

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

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION A: Salary Schedules

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

2. Salary Calculation

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

3. Increments

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

   a. Eligible employees are defined as those who have completed at least three (3) consecutive months of uninterrupted regular District employment prior to September 1, of each year.

   b. 260-day employees must be permanently employed by the District on or before June 1 of the preceding academic year in order to be eligible for an increment.

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

4. Provisions for Summer Semester Salaries

   a. Positions in the summer semester programs shall be established through the classification procedures of Employment Services.

   b. Employees in the summer semester programs will be paid within the classification level (range) for the position they hold in the summer semester program. Step placement for such employees shall be as follows:

      1) A regular semester year employee who works in a summer semester program shall be compensated at the same step placement they held at the end of the school year immediately past.

      2) A new employee, including any summer semester employee who worked as a substitute/hourly employee during the school year immediately past, who works in a summer semester program shall be compensated at the first step within the classification level for the summer semester position.

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

SECTION B: Additional Compensation

1. Professional Certificates

   Office employees in the unit who have earned the nationally recognized certificates and

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

2. School Office Workload Recognition

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

3. Substitutions and Peak Load Provisions

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

a. No adjustment in salary will be made for substitutions of less than ten (10) consecutive working days duration, or for the substitution when an employee is on vacation unless the substitution is ten (10) or more work days and a position request for the adjustment is authorized.

b. When the substitution is ten (10) or more consecutive working days the employee substituting will be compensated at the pay step of the higher classification which exceeds that employee's regular salary by a minimum of ten dollars ($10), or the per diem for the rate if the individual were promoted to the position.

c. Retroactive compensation from the first day of substitution at the rate indicated in Item b above will be made for substitutions of ten (10) or more consecutive workdays.

SECTION C: Group Insurance Provisions

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

a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.

b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.

c. Employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.

d. Employees who arrange and are approved for a job share will receive pro rata benefits.

e. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.

2. Pooling

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

a. The SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.

b. Any unutilized portion of the Group Insurance Fund Pool for classified employees of the SPS shall be computed annually by the SPS based on the December 1 payroll, with adjustments made for projected changes in classified employees' participation in group insurance programs.

c. Figures used by the SPS to compute the annual cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.

d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of December 1 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning January 1 through August 31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION D: Payroll Deductions

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

2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless such authorization is revoked by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction.

a. The SEAs authorization of payroll deduction form shall clearly state that is shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that authorization of any payroll deduction is voluntary on the part of the employee.

b. The WEA and SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.

3. The deduction of membership dues and/or fees shall be made monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the State and National organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of State or National professional organization dues and/or fees.

4. Employees who are SEA members may authorize payroll deduction for the Washington Education Association - Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.

5. Employees who are SEA members may authorize payroll deduction for a Seattle Education Association educational opportunity fund. The rules for SEA membership dues outlined in this section shall also apply to the educational opportunity fund payroll deductions.

6. Employees who are members of the Washington School Employees Credit Union of Washington or other similar financial institutions may authorize payroll deduction for Credit Union activities by presenting an authorization the deductions.

7. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason on any action taken by the SPS to comply with the provisions of this Article IX,D, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION E: Travel Allowance/Travel Time

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

2. Employees authorized to utilize their personal vehicle on District business shall carry insurance in accordance with Washington State law. No staff member will be required to transport students in their personal vehicle.

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

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION F: Tax Sheltered Annuities

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

SECTION G: Provisions for Salaries

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

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

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

3. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of their right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article X Grievance Procedure.

4. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a "hard to fill" designation. The LMC will meet to develop strategies to fill and retain employees in hard to staff positions. The LMC may utilize up to $57,454 for the purpose of filling hard to staff positions. If any portion of the $57,454 is not used, it will be added to the insurance pools for the following school year. Two-thirds will be added to the certificated insurance pool and one-third will be added to the classified insurance pool.

SECTION H: Substitute Provisions

1. Classified Substitutes:

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

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

substitute will continue to receive health benefits through the end of the budget year if they continue working in the same assignment through the end of the work year.

c. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.

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

e. A continuous assignment can either be a single assignment or multiple assignments in the same school.

f. Medical insurance eligibility: when the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least ninety (90) days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee.

2. Assignments:

a. Only the District Substitute Service is authorized to make initial assignments.

b. Classified substitutes are released automatically at the end of the workday unless otherwise specified when the initial dispatch is made. If the service of the substitute is needed for an additional day(s), the building/program secretary will inform the substitute as well as the Substitute Service of the retention.

c. The District shall not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.

d. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District shall not use a classified substitute in lieu of regular classified professionals for more than forty (40) working days after a PCR is approved.

3. Request for a Specific Substitute:

a. The District will advise employees in writing of the procedure(s) for requesting substitutes.

b. A request for a specific substitute made by a regular full-time or part-time employee shall be honored, if possible, provided that:

1) The name of the substitute requested is listed on the substitute roster, is qualified for the assignment, and is available; and,

2) The Substitute Service dispatcher receives the request by telephone or in writing no later than 7:00 p.m. the day preceding the absence of the regular employee. The Substitute Service will make a reasonable effort to honor requests received after 7:00 p.m.

4. Unavailability: A classified substitute who will be unavailable for more than one (1) calendar week or five (5) consecutive working days should indicate the dates they are unavailable in the AESOP Substitute System.

5. Rate of Pay:

a. Substitute rates of pay are contained in Appendix A-4. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.

b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, they shall have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay provided, however, the employee will report for work within a reasonable time frame.

c. One (1) missed day within the first twenty (20) days of an assignment will not be counted against a substitute’s progress toward a consecutive day requirement.

d. Should a substitute be removed from, and then returned to, a specific assignment such that the removal impacts a consecutive day requirement, the missed days will be counted toward the consecutive day requirement provided the substitute was available to work on those days.

6. General Information:

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

b. When a substitute is hired as a regular District employee into the position in which they have been serving as a substitute, the time served as a substitute in that position shall be counted in their seniority.

c. A substitute may not be barred from a building/program unless the action is documented and gone through a disciplinary investigation as outlined in Article III and using the SEA/SPS jointly developed incident report form; and/or if the substitute has received an unsatisfactory evaluation using the evaluation found in Appendix J. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article

III and using the SEA/SPS jointly developed incident report form. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.

d. A substitute working in a long-term position of more than sixty (60) days will be evaluated using the substitute evaluation found in Appendix J, at least once, by the site administrator, if requested.

e. A substitute serving in one (1) single assignment for more than sixty (60) days, for someone on leave, shall be credited with one (1) day of Sick Leave for each twenty (20) consecutive workdays in that assignment.

f. Substitutes working in long term substitute positions may, with the approval of the administrator, take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C.2.c.

7. Substitute Unavailability Funds

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

b. Each school/program/office will have an emergency substitute plan in place that equitably distributes the responsibility for covering assignments when an SEA-represented substitute is not available.

c. Each work year at the school/program/office level, employees in each SEA-represented bargaining unit will determine how to utilize the funds that are generated when they are impacted by substitute unavailability. Employees may decide on a policy to reimburse themselves for additional responsibilities when they are impacted by substitute unavailability, or they may determine another use for the funds.

d. If employees decide on a reimbursement policy:

1) The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.

2) The total amount available for reimbursement when a classified employee is impacted by the unavailability of a certificated substitute is $5 less than the daily certificated substitute rate.

3) The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.

4) The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.

5) The reimbursement structure will be based on an equal division of pay among those

impacted, and not on the pay rates or employment status of those impacted.

6) The impacted employee must keep a record of the time(s) they are impacted by SEA-represented substitute unavailability.

7) The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.

8. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.

SECTION I: Transit Passes

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

ARTICLE X: GRIEVANCE PROCEDURE

ARTICLE X: GRIEVANCE PROCEDURE

SECTION A: Purpose

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

SECTION B: Definitions

As used in this grievance procedure:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of written District regulations, rules, resolutions or District practices, and/or the provisions of this Agreement.

2. "Grievant" means an employee or employees of the District covered by this Agreement having a grievance or the Seattle Association of Educational Office Professionals.

3. "Association" means the Seattle Education Association.

4. "Day" means a calendar day.

5. "Working day" means a day on the school calendar excluding holidays and Winter and Spring Vacations.

SECTION C: Initial Grievance Provisions

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

1. To expedite resolutions, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed within two (2) years of when the situation occurred.

2. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.

3. At Steps 1, 2 and 3, failure of the appropriate District administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.

4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.

5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.

6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.

7. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed

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

SECTION D: Procedures

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

1. The employee must notify the immediate administrative supervisor before the end of the informal discussion that they consider the informal discussion to constitute Step 1 of the grievance process, thereby notifying the immediate administrative supervisor that they are expected to adhere to the grievance process as outlined below.

2. The immediate administrative supervisor may make a determination during the informal discussion and communicate their decision orally during that meeting. The immediate administrative supervisor will provide the employee with a Step 1 response letter that documents the decision no later than ten (10) working days after the meeting. One copy of the response letter will be retained by the administrative supervisor and one copy will be forwarded to the Department of Labor relations.

3. The immediate administrative supervisor may elect to provide their decision after the meeting. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the meeting.

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

1. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.

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

3. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.

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

1. The Department of Labor Relations will assign the grievance to an appropriate Central Administrator for review and conference at Step 3.

2. The formal conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.

3. A written response shall be mailed/given to the grievant by the designated Central Administrator

within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

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

SECTION E: Expedited Arbitration

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

SECTION F: Powers of the Arbitrator

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

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.

2. The arbitrator is empowered to include in their award the financial reimbursement as the arbitrator judges to be proper.

3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: Expenses of Arbitration

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

SECTION H: Supplemental Conditions

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

2. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file.

3. At each step of the procedure for adjusting grievances, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present their grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement pursuant to RCW 41.56.080.

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

5. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

ARTICLE XI: NO STRIKE CLAUSE

ARTICLE XI: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.

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

APPENDICES TO THE AGREEMENT

BETWEEN

SEATTLE PUBLIC SCHOOLS

AND

SEATTLE EDUCATION ASSOCIATION

SEATTLE ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS (SAEOP)

2018-2019

APPENDIX A-1

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA1 and PA4) 260/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	$ 17.15	$ 17.76	$ 18.43	$ 19.19	$ 19.92	$ 20.74	$ 21.61	$ 22.43	$ 23.33
	Monthly	$ 2,972.67	$ 3,078.40	$ 3,194.53	$ 3,326.27	$ 3,452.80	$ 3,594.93	$ 3,745.73	$ 3,887.87	$ 4,043.87
	Annual	$ 35,672	$ 36,941	$ 38,334	$ 39,915	$ 41,434	$ 43,139	$ 44,949	$ 46,654	$ 48,526
16	Hourly	$ 18.17	$ 18.82	$ 19.55	$ 20.35	$ 21.14	$ 21.98	$ 22.88	$ 23.80	$ 24.75
	Monthly	$ 3,149.47	$ 3,262.13	$ 3,388.67	$ 3,527.33	$ 3,664.27	$ 3,809.87	$ 3,965.87	$ 4,125.33	$ 4,290.00
	Annual	$ 37,794	$ 39,146	$ 40,664	$ 42,328	$ 43,971	$ 45,718	$ 47,590	$ 49,504	$ 51,480
17	Hourly	$ 19.27	$ 19.92	$ 20.72	$ 21.55	$ 22.41	$ 23.30	$ 24.25	$ 25.22	$ 26.19
	Monthly	$ 3,340.13	$ 3,452.80	$ 3,591.47	$ 3,735.33	$ 3,884.40	$ 4,038.67	$ 4,203.33	$ 4,371.47	$ 4,539.60
	Annual	$ 40,082	$ 41,434	$ 43,098	$ 44,824	$ 46,613	$ 48,464	$ 50,440	$ 52,458	$ 54,475
18	Hourly	$ 20.44	$ 21.14	$ 21.98	$ 22.85	$ 23.76	$ 24.72	$ 25.69	$ 26.72	$ 27.79
	Monthly	$ 3,542.93	$ 3,664.27	$ 3,809.87	$ 3,960.67	$ 4,118.40	$ 4,284.80	$ 4,452.93	$ 4,631.47	$ 4,816.93
	Annual	$ 42,515	$ 43,971	$ 45,718	$ 47,528	$ 49,421	$ 51,418	$ 53,435	$ 55,578	$ 57,803
19	Hourly	$ 21.68	$ 22.42	$ 23.30	$ 24.24	$ 25.18	$ 26.17	$ 27.25	$ 28.34	$ 29.46
	Monthly	$ 3,757.87	$ 3,886.13	$ 4,038.67	$ 4,201.60	$ 4,364.53	$ 4,536.13	$ 4,723.33	$ 4,912.27	$ 5,106.40
	Annual	$ 45,094	$ 46,634	$ 48,464	$ 50,419	$ 52,374	$ 54,434	$ 56,680	$ 58,947	$ 61,277
20	Hourly	$ 22.94	$ 23.76	$ 24.71	$ 25.66	$ 26.67	$ 27.75	$ 28.90	$ 30.02	$ 31.25
	Monthly	$ 3,976.27	$ 4,118.40	$ 4,283.07	$ 4,447.73	$ 4,622.80	$ 4,810.00	$ 5,009.33	$ 5,203.47	$ 5,416.67
	Annual	$ 47,715	$ 49,421	$ 51,397	$ 53,373	$ 55,474	$ 57,720	$ 60,112	$ 62,442	$ 65,000
21	Hourly	$ 24.33	$ 25.18	$ 26.16	$ 27.23	$ 28.31	$ 29.43	$ 30.60	$ 31.85	$ 33.12
	Monthly	$ 4,217.20	$ 4,364.53	$ 4,534.40	$ 4,719.87	$ 4,907.07	$ 5,101.20	$ 5,304.00	$ 5,520.67	$ 5,740.80
	Annual	$ 50,606	$ 52,374	$ 54,413	$ 56,638	$ 58,885	$ 61,214	$ 63,648	$ 66,248	$ 68,890
22	Hourly	$ 25.85	$ 26.86	$ 27.90	$ 29.03	$ 30.16	$ 31.32	$ 32.55	$ 33.85	$ 35.15
	Monthly	$ 4,480.67	$ 4,655.73	$ 4,836.00	$ 5,031.87	$ 5,227.73	$ 5,428.80	$ 5,642.00	$ 5,867.33	$ 6,092.67
	Annual	$ 53,768	$ 55,869	$ 58,032	$ 60,382	$ 62,733	$ 65,146	$ 67,704	$ 70,408	$ 73,112

For Salary Administration Plans SA1 and PA4 (260-8)
2018-19 with a 10.5% negotiated increase (260 days/2080 hours)
Effective 9/1/2018

APPENDIX A-2

SAEOP and PARAPROFESSIONAL
Salary Schedule (SA3 and PA2) 222/8
2018-19 effective 9/1/2018

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	Hourly	$ 17.15	$ 17.77	$ 18.43	$ 19.19	$ 19.92	$ 20.74	$ 21.61	$ 22.43	$ 23.33
	Monthly	$ 3,045.84	$ 3,155.95	$ 3,273.17	$ 3,408.14	$ 3,537.79	$ 3,683.42	$ 3,837.94	$ 3,983.57	$ 4,143.41
	Annual	$ 30,458	$ 31,560	$ 32,732	$ 34,081	$ 35,378	$ 36,834	$ 38,379	$ 39,836	$ 41,434
16	Hourly	$ 18.17	$ 18.82	$ 19.55	$ 20.35	$ 21.14	$ 21.98	$ 22.88	$ 23.80	$ 24.75
	Monthly	$ 3,226.99	$ 3,342.43	$ 3,472.08	$ 3,614.16	$ 3,754.46	$ 3,903.65	$ 4,063.49	$ 4,226.88	$ 4,395.60
	Annual	$ 32,270	$ 33,424	$ 34,721	$ 36,142	$ 37,545	$ 39,036	$ 40,635	$ 42,269	$ 43,956
17	Hourly	$ 19.27	$ 19.92	$ 20.72	$ 21.55	$ 22.41	$ 23.30	$ 24.25	$ 25.22	$ 26.19
	Monthly	$ 3,422.35	$ 3,537.79	$ 3,679.87	$ 3,827.28	$ 3,980.02	$ 4,138.08	$ 4,306.80	$ 4,479.07	$ 4,651.34
	Annual	$ 34,224	$ 35,378	$ 36,799	$ 38,273	$ 39,800	$ 41,381	$ 43,068	$ 44,791	$ 46,513
18	Hourly	$ 20.44	$ 21.14	$ 21.98	$ 22.85	$ 23.76	$ 24.72	$ 25.69	$ 26.72	$ 27.79
	Monthly	$ 3,630.14	$ 3,754.46	$ 3,903.65	$ 4,058.16	$ 4,219.78	$ 4,390.27	$ 4,562.54	$ 4,745.47	$ 4,935.50
	Annual	$ 36,301	$ 37,545	$ 39,036	$ 40,582	$ 42,198	$ 43,903	$ 45,625	$ 47,455	$ 49,355
19	Hourly	$ 21.68	$ 22.42	$ 23.30	$ 24.24	$ 25.18	$ 26.17	$ 27.25	$ 28.34	$ 29.46
	Monthly	$ 3,850.37	$ 3,981.79	$ 4,138.08	$ 4,305.02	$ 4,471.97	$ 4,647.79	$ 4,839.60	$ 5,033.18	$ 5,232.10
	Annual	$ 38,504	$ 39,818	$ 41,381	$ 43,050	$ 44,720	$ 46,478	$ 48,396	$ 50,332	$ 52,321
20	Hourly	$ 22.94	$ 23.76	$ 24.71	$ 25.66	$ 26.67	$ 27.75	$ 28.90	$ 30.02	$ 31.25
	Monthly	$ 4,074.14	$ 4,219.78	$ 4,388.50	$ 4,557.22	$ 4,736.59	$ 4,928.40	$ 5,132.64	$ 5,331.55	$ 5,550.00
	Annual	$ 40,741	$ 42,198	$ 43,885	$ 45,572	$ 47,366	$ 49,284	$ 51,326	$ 53,316	$ 55,500
21	Hourly	$ 24.33	$ 25.18	$ 26.16	$ 27.23	$ 28.31	$ 29.43	$ 30.60	$ 31.85	$ 33.12
	Monthly	$ 4,321.01	$ 4,471.97	$ 4,646.02	$ 4,836.05	$ 5,027.86	$ 5,226.77	$ 5,434.56	$ 5,656.56	$ 5,882.11
	Annual	$ 43,210	$ 44,720	$ 46,460	$ 48,360	$ 50,279	$ 52,268	$ 54,346	$ 56,566	$ 58,821
22	Hourly	$ 25.85	$ 26.86	$ 27.90	$ 29.03	$ 30.16	$ 31.32	$ 32.55	$ 33.85	$ 35.15
	Monthly	$ 4,590.96	$ 4,770.34	$ 4,955.04	$ 5,155.73	$ 5,356.42	$ 5,562.43	$ 5,780.88	$ 6,011.76	$ 6,242.64
	Annual	$ 45,910	$ 47,703	$ 49,550	$ 51,557	$ 53,564	$ 55,624	$ 57,809	$ 60,118	$ 62,426
23	Hourly	$ 26.28	$ 27.19	$ 28.24	$ 29.40	$ 30.59	$ 31.78	$ 33.03	$ 34.39	$ 35.75
	Monthly	$ 4,667.33	$ 4,828.94	$ 5,015.42	$ 5,221.44	$ 5,432.78	$ 5,644.13	$ 5,866.13	$ 6,107.66	$ 6,349.20
	Annual	$ 46,673	$ 48,289	$ 50,154	$ 52,214	$ 54,328	$ 56,441	$ 58,661	$ 61,077	$ 63,492

For Salary Administration Plans SA3 and PA2
2018-19 with a 10.5% negotiated increase (222 days/1776 hours)
Effective 9/1/18
Monthly amount reflects a 10-month work year (annual/10)

APPENDIX A-3

SAEOP AND PARAPROFESSIONAL
Salary Schedule (SA2 and PA1) 203/8
2018-19 effective 9/1/2018

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
015	Hourly	$ 17.15	$ 17.77	$ 18.43	$ 19.19	$ 19.92	$ 20.74	$ 21.61	$ 22.43	$ 23.33
	Monthly	$ 2,785.16	$ 2,885.85	$ 2,993.03	$ 3,116.46	$ 3,235.01	$ 3,368.18	$ 3,509.46	$ 3,642.63	$ 3,788.79
	Annual	$ 27,852	$ 28,858	$ 29,930	$ 31,165	$ 32,350	$ 33,682	$ 35,095	$ 36,426	$ 37,888
016	Hourly	$ 18.17	$ 18.82	$ 19.55	$ 20.35	$ 21.14	$ 21.98	$ 22.88	$ 23.80	$ 24.75
	Monthly	$ 2,950.81	$ 3,056.37	$ 3,174.92	$ 3,304.84	$ 3,433.14	$ 3,569.55	$ 3,715.71	$ 3,865.12	$ 4,019.40
	Annual	$ 29,508	$ 30,564	$ 31,749	$ 33,048	$ 34,331	$ 35,696	$ 37,157	$ 38,651	$ 40,194
017	Hourly	$ 19.27	$ 19.92	$ 20.72	$ 21.55	$ 22.41	$ 23.30	$ 24.25	$ 25.22	$ 26.19
	Monthly	$ 3,129.45	$ 3,235.01	$ 3,364.93	$ 3,499.72	$ 3,639.38	$ 3,783.92	$ 3,938.20	$ 4,095.73	$ 4,253.26
	Annual	$ 31,294	$ 32,350	$ 33,649	$ 34,997	$ 36,394	$ 37,839	$ 39,382	$ 40,957	$ 42,533
018	Hourly	$ 20.44	$ 21.14	$ 21.98	$ 22.85	$ 23.76	$ 24.72	$ 25.69	$ 26.72	$ 27.79
	Monthly	$ 3,319.46	$ 3,433.14	$ 3,569.55	$ 3,710.84	$ 3,858.62	$ 4,014.53	$ 4,172.06	$ 4,339.33	$ 4,513.10
	Annual	$ 33,195	$ 34,331	$ 35,696	$ 37,108	$ 38,586	$ 40,145	$ 41,721	$ 43,393	$ 45,131
019	Hourly	$ 21.68	$ 22.42	$ 23.30	$ 24.24	$ 25.18	$ 26.17	$ 27.25	$ 28.34	$ 29.46
	Monthly	$ 3,520.83	$ 3,641.01	$ 3,783.92	$ 3,936.58	$ 4,089.23	$ 4,250.01	$ 4,425.40	$ 4,602.42	$ 4,784.30
	Annual	$ 35,208	$ 36,410	$ 37,839	$ 39,366	$ 40,892	$ 42,500	$ 44,254	$ 46,024	$ 47,843
020	Hourly	$ 22.94	$ 23.76	$ 24.71	$ 25.66	$ 26.67	$ 27.75	$ 28.90	$ 30.02	$ 31.25
	Monthly	$ 3,725.46	$ 3,858.62	$ 4,012.90	$ 4,167.18	$ 4,331.21	$ 4,506.60	$ 4,693.36	$ 4,875.25	$ 5,075.00
	Annual	$ 37,255	$ 38,586	$ 40,129	$ 41,672	$ 43,312	$ 45,066	$ 46,934	$ 48,752	$ 50,750
021	Hourly	$ 24.33	$ 25.18	$ 26.16	$ 27.23	$ 28.31	$ 29.43	$ 30.60	$ 31.85	$ 33.12
	Monthly	$ 3,951.19	$ 4,089.23	$ 4,248.38	$ 4,422.15	$ 4,597.54	$ 4,779.43	$ 4,969.44	$ 5,172.44	$ 5,378.69
	Annual	$ 39,512	$ 40,892	$ 42,484	$ 44,222	$ 45,975	$ 47,794	$ 49,694	$ 51,724	$ 53,787
022	Hourly	$ 25.80	$ 26.70	$ 27.72	$ 28.86	$ 30.01	$ 31.18	$ 32.43	$ 33.76	$ 35.09
	Monthly	$ 4,189.92	$ 4,336.08	$ 4,501.73	$ 4,686.86	$ 4,873.62	$ 5,063.63	$ 5,266.63	$ 5,482.62	$ 5,698.62
	Annual	$ 41,899	$ 43,361	$ 45,017	$ 46,869	$ 48,736	$ 50,636	$ 52,666	$ 54,826	$ 56,986

For Salary Administration Plans SA2 and PA1
Monthly amount reflects a 10-month work year (annual/10)
2017-18 with a 10.5% negotiated increase (203 days/1624 hours)
Effective 9/1/2018

APPENDIX A-4

2018-2019 SUBSTITUTE SALARY SCHEDULE

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	$X	$23.58	$165.06
SU1		60-90 Days	$X*1.05	$24.75	$173.25
SU1		91-120 Days	$X*1.10	$25.93	$181.51
SU1		121+ Days	$X*1.15	$27.11	$189.77

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	$X	$20.66	$165.28
SU2		60-90 Days	$X*1.05	$21.69	$173.52
SU2		91-120 Days	$X*1.10	$22.72	$181.76
SU2		121+ Days	$X*1.15	$23.76	$190.08

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	$31.24	$249.92

2018-2019 Rates effective 9/1/2018, include a 10.5% negotiated increase

SAEOP JOB TITLES BY PAY GRADE

A	Accounting Specialist II	19
A	Accounting Specialist III	20
A	Accounts Payable Accounting Specialist	19
S	Administrative Secretary Alternative	21
S	Administrative Secretary Alternative Secondary	21
S	Administrative Secretary Elementary	21
S	Administrative Secretary High School	21
S	Administrative Secretary Middle School	21
A	Administrative Secretary Student Health Services	21
S	Assistant Secretary Alternative School	18
S	Assistant Secretary High School	18
S	Assistant Secretary Middle School	18
S	Attendance Specialist High School	19
S	Attendance Specialist Middle School	18
A	Capital Programs Project Assistant	21
A	Capital Projects Account Specialist	20
A	Capital Proj Acctg Contract & Inv Control Spec	20
S	Cash Office Coordinator	21
S	Counseling Secretary	17
S	Data Registrar	21
S	Elementary School Assistant	18
A	Enrollment Technician Enrollment Services	21
A	Facilities Operations Payroll Specialist	21
S	Fiscal Clerk Elementary	17
S	Fiscal Specialist Alternative	19
S	Fiscal Specialist High School	21
S	Fiscal Specialist Middle School	19
S	High School Data Registration Specialist	21
A	HRIS Specialist	22
S	Interagency Student Records Specialist	21
A	Lead Transportation Control Center Representative	18
S	Library Assistant II	18
A	Mail Clerk II	17
A	Nutrition Services Office Specialist	18
A	Office Specialist I	16
A	Office Specialist II	17
A	Office Specialist III	19
A	Operations Specialist-Transportation	21
A	ORCA Coordinator	16
A	Personnel Records Assistant	17
A	Secretary II	19
A	Senior Budget Technician	20
A	Senior Customer Service Representative	21
A	Senior Payroll Specialist	21
A	Senior Personnel Specialist	21
A	Senior Special Education Compliance Specialist	21
A	Special Education Compliance Specialist	19
A	SPED Administrative Data Specialist	20
A	SPED Preschool Assignment Facilitator	20
A	SPED Records Room Technician	20
A	Substitute Office Coordinator	21
A	Transportation Control Center Representative	16

A = Administrative
S = Schools

SEATTLE PUBLIC SCHOOLS
SAEOP Collective Bargaining Unit

ACTIVE JOB TITLES	
Accounting Specialist II	Fiscal Specialist Middle School
Accounting Specialist III	High School Data Registration Specialist
Accounts Payable Accounting Specialist	HRIS Specialist
Administrative Secretary Alternative	Interagency Student Records Specialist
Administrative Secretary Alt Secondary	Lead Transportation Control Center Rep
Administrative Secretary Elementary	Library Assistant II
Administrative Secretary High School	Mail Clerk II
Administrative Secretary Middle School	Office Specialist I
Administrative Secretary Student Health Services	Office Specialist II
	Office Specialist III
Assistant Secretary Alternative School	Operations Specialist-Transportation
Assistant Secretary High School	ORCA Coordinator
Assistant Secretary Middle School	Personnel Records Assistant
Attendance Specialist High School	Secretary II
Attendance Specialist Middle School	Senior Budget Technician
Capital Proj Acctg Contract & Inv Control Spec	Senior Customer Service Representative
Capital Programs Project Assistant	Senior Payroll Specialist
Capital Projects Account Specialist	Senior Personnel Specialist
Cash Office Coordinator	Senior Special Education Compliance Specialist
Counseling Secretary	
Data Registrar	Special Education Compliance Specialist
Elementary School Assistant	SPED Administrative Data Specialist
Enrollment Technician Enrollment Services	SPED Preschool Assignment Facilitator
Fiscal Clerk Elementary	SPED Records Room Technician
Fiscal Specialist Alternative	Substitute Office Coordinator
Fiscal Specialist High School	Transportation Control Center Representative

INACTIVE JOB TITLES	
Accounting Records Specialist	Lead Mail Clerk
Accounting Specialist I	Library Assistant
Audio-Visual Technician	Library Technician
Computer Operator I	Mail Clerk I
Computer Operator II	Microfilm Operator
Computer Operator III	Office Assistant
Computer Operator IV	Payroll Technician
Computer Typesetter	Personnel Specialist
Data Controller/Tape Librarian	Professional Learning Center Program Specialist
Data Entry Coordinator	
Data Entry Operator II	Receptionist/Switchboard Operator
DP Equipment Operator	Science Materials Center Assistant
Duplicating Specialist	Secretary I
Fiscal Stockroom Clerk	Substitute Services Coordinator
Lead Data Control Specialist	Summer Semester Support Coordinator
Lead Duplicating Specialist	Testing Support Specialist
	User Trainer

Job Title status as of 9/1/15

POSITIONS EXCLUDED FROM SAEOP BARGAINING UNIT*

Office	Title	
Assistant Superintendent for Business & Finance	Executive Secretary	-1-
Assistant Superintendent for Capital, Facilities & Enrollment Planning	Executive Secretary	-1-
Assistant Superintendent for Human Resources	Executive Secretary	-1-
Assistant Superintendent for Operations	Executive Secretary	-1-
Assistant Superintendent for Teaching & Learning	Executive Secretary	-1-
Career & Technical Education	Secretary	-1-
Curriculum and Instructional Support	Executive Secretary	-1-
Deputy Superintendent	Executive Secretary	-1-
Enrollment Planning	Secretary	-1-
Executive Directors of Schools	Secretary	-4-
General Counsel	Executive Secretary	-1-
Headstart	Secretary	-1-
Nutrition Services	Secretary	-1-
Special Education	Secretary	-1-
Superintendent's Office	Executive Secretary	-1-

*Reference: Article I, Section B

NOTE: Office titles above may be changed due to reorganization. Please note these titles were not included in the New Job Measurement System and do not correspond to the new pay plan for represented positions.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

	Weight	Level						
FACTOR	**%**	**1**	**2**	**3**	**4**	**5**	**6**	**7**
Knowledge & Skills	25	305	360	425	500	590	690	815
Decisions & Results	20	245	290	340	400	470	555	
Complexity	15	185	215	255	300	350		
Supervision	10	125	145	170	200	235	275	
Contacts	15	185	215	255	300	350		
Planning & Organization	10	125	145	170	200			
Working Conditions	5	60	70	85	100			

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Knowledge & Skills

Every job demands a level of knowledge and/or skills in order to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination or education, experience or training. Knowledge/skills may range from familiarity with facts, methods and procedures, to manual skills, to knowledge or organization and supervision, to fields of study, or to management ability.

FACTOR	**1**	**2**	**3**	**4**	**5**	**6**	**7**
POINTS	305	360	425	500	590	690	815
Knowledge & Skills	Knowledge/basic skills associated with a single task and simple instructions.	Knowledge of standardized multiple tasks carried out within clearly defined procedures including use of simple tools and equipment.	Knowledge of complex work processes involving a recognized functional area, a specialized are or a vocational area.	Full working knowledge/expertise in a functional area, a specialized area or a vocational area.	Full working knowledge/expertise in a specialized area or recognized discipline including basic understanding or the principles and theory.	A thorough knowledge of both theoretical and practical application of a specialized area or recognized discipline.	Broad expertise requiring the interpretation of advanced principles, techniques or theory.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Decisions & Results

This factor measures the extent to which a job is responsible for decisions made and actions taken and the results of those decisions and actions.

FACTOR	1	2	3	4	5	6
POINTS	245	290	340	400	470	555
Decisions & Results	Decisions are dictated by prescribed instructions and impact only own work area.	Decisions are controlled by established work routines and usually impact the immediate work area.	Decisions are directed by practices and procedures and may impact the accuracy, reliability or success of results/activities outside work area.	Decisions are guided by objectives within resource constraints. Impact usually involves the design or outcome of systems, products, programs, service quality, etc.	Decisions are typically subject to constraints of broad practice and procedures and/or direction from those responsible for implementing organizational policy. A large degree of independence is often afforded to positions at this level. Impact is usually at the program or site level.	Decisions are subject to broad functional policies and goals and typically impact district-wide programs, activities and efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Complexity

Every job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness or judgment. This factor measures the complexity of thinking, creativity, conceptualization and problem-solving demanded by the job.

FACTOR	1	2	3	4	5
POINTS	185	215	255	300	350
Complexity	Work situations are routine and regularly recurring, requiring attention and concentration but little or no discretion, consideration and/or planning.	These jobs are confronted with multiple choice situations and solutions. Work situations require limited consideration and interpretation of information to choose the most effective responses.	Varied situations requiring search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.	The situation to be resolved includes circumstances, facts and issues that are often different from those encountered in the past. Problems are multi-dimensional: trade-offs and risks must be considered. The incumbent must consider various possible alternatives and consequences before selecting a solution.	Problems are very complex, abstract and long-term in nature. There is a continual requirement for innovative thought. The situations faced have little or no precedent to guide the problem solving process.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Supervision

This factor appraises the nature and extent of supervisory/management responsibility for the work product(s) of others (other employees volunteers or students).

FACTOR	1	2	3	4	5	6
POINTS	125	145	170	200	235	275
Supervision	Responsible for own work.	Provides guidance or instruction or others involved in focused activities, programs (either in groups or individually) or specific tasks.	Assigns, leads and schedules the work of others and/or provides input into the evaluation of others' work.	Plans, oversees, monitors, reviews and/or evaluates the work of others that require little day-to-day supervision. May make recommendations on selection and termination.	Manages related, multiple activities through subordinates, including evaluation, selection and termination.	Manages multiple, diverse activities through subordinates, including evaluation, selection and termination.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Contacts

This factor measures the requirements for active, interpersonal contact which characterize a job. The extent to which the position interacts with students, parents, other employees, or people outside the District and the nature of that interaction are the focus of this factor. Contacts may range from those contacts characterized by the exchange of information to those contacts which demand the highest level of interpersonal skills.

FACTOR	**1**	**2**	**3**	**4**	**5**
POINTS	185	215	255	300	350
Contacts	Basic communication skills and courtesy are required to exchange routine information or provide routine assistance.	Communication skills are required to exchange and explain information or technical concepts with others.	Communication skills are required to communicate concepts and ideas to individuals and groups. Understanding and influencing people are important considerations in performing the job. Sensitivity of others' point of view is often required to influence behavior or turn a situation around.	Communication skills are required to motivate, persuade and/or lead others decision or action.	Communication skills are required to build trust, inspire action, create understanding and cooperation. There may often be a need to defend, justify, negotiate or settle conflicts or issues among diverse groups in contexts where resulting actions may have significant impact within the organization.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Planning & Organization

This factor measures the requirements of the job to plan and organize projects, programs or activities, including organizing the various elements, tracking progress, assisting in individual stages, and integrating activities or functions.

FACTOR	1	2	3	4
POINTS	125	145	170	200
Planning & Organization	Requires basic planning or organizing of own work or activity.	Requires planning, organizing, and coordinating own work with the work of another(s) in order to successfully accomplish job responsibilities. This planning and coordinating may include arranging completion dates, sharing information, merging products or efforts, scheduling meetings, etc.	Requires planning of own and others' work, integration of individual efforts, and monitoring and scheduling of efforts to ensure the successful completion of an activity or project. This could involve initiating project-related activities, tracking progress and ensuring the successful completion of tasks by others.	Requires extensive planning and organization of various elements, including planning of goals and objectives, timelines, allocating resources, tracking progress, carrying out activities and coordinating efforts.

SAEOP AND PARAPROFESSIONAL JOB MEASUREMENT SYSTEM

Working Conditions

This factor measures those requirements of a job related to conditions in which the job is performed. It is understood that the incumbent is reasonably suited to the job, that all appropriate efforts to minimize adverse conditions have been undertaking, and that the conditions considered are inherent in the position.

Elements considered:	Variables:
Physical Effort (lifting, moving, pushing, etc.)	Frequency
Work Environment (noise, temperature, interruptions, etc.)	Intensity
Emotional Content of Contacts	Duration
Level of Sensory Attention	Degree of Control

FACTOR	**1**	**2**	**3**	**4**
POINTS	60	70	85	100
Working Conditions	Minimal amounts of working conditions.	Moderate amounts of working conditions.	Considerable amounts of working conditions.	Extreme amounts of working conditions.

SAEOP/PARAPRO
Measurement of Point Factors

Job Code: _____

Position Title: _____

Factors	**Scope/Level**	**Points**
Knowledge & Skills		
Decisions & Results		
Complexity		
Supervision		
Contacts		
Planning & Organization		
Working Conditions		
Total		
Grade Level		

Range	Total Points
22	2000 and above
21	1865 - 1999
20	1750 – 1864
19	1620 – 1749
18	1520 – 1619
17	1410 – 1519
16	1330 – 1409
15	1230 - 1329

Reviewed by: _____

_____

APPENDIX E

SEATTLE PUBLIC SCHOOLS

EXCEPTIONS FOR HOURLY EMPLOYEES AND SUBSTITUTE EMPLOYEES

It is understood and agreed that with respect to hourly employees as referred to in Article I, Section B.3, the following provisions of this Agreement shall have no application:

Article I, Section C.2	(Reduction of Hours)
Article IV, Section B	(Evaluation)
Article VI, Sections A-H And Article VII, Sections A-J	(Staffing)
Article V, Sections A-H	(Job Classification)
Article VI, Section H	(Letters of Employment & Notification)
Article VIII (all sections)	(Leaves and Vacations)
Article IX, Section B	(Professional Certificates)
Article IX, Section C	(Group Insurance Provisions)
Article IX, Section D	(Payroll Deductions)
Article IX, Section F	(Tax Sheltered Annuities)
Article IX, Section G.2	(Pro rata Salary Payments)

It is further understood and agreed that hourly employees subject to this Appendix shall be paid an hourly rate of pay derived from Step A of the salary schedule (Appendix A-1) appropriate to their classification. Substitute employees shall not be subject to salary advancement based on service experience or merit.

SEATTLE PUBLIC SCHOOLS
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, Washington 98124

PROBATIONARY REPORT NO. _____

TO:

FROM: Human Resources MS-33-157

RE: _____ _____ _____ _____
Name (Please Print) Starting Date Work Year Job Title

Newly hired employees shall complete at least a three (3) month probationary period after reporting for duty. During the probationary period the employee's supervisor shall complete monthly evaluations of the employee's performance, utilizing the Probationary Report form. The principal/supervisor shall discuss the evaluation(s) in detail with the individual employees. All unsatisfactory ratings must be accompanied by a Performance Improvement Report form. Fair rating may be accompanied by a Performance Improvement form.

Please note: This report must be returned by _____.

WORK QUALITY:

Unsatisfactory _____ Fair _____ Good _____ Strong _____ Superior _____

Comments:

_____ _____
Date Employee's Signature

_____
Principal's or Administrator's Signature

SAEOP and Paraprofessional Classified Evaluation Form

October, 2013

EMPLOYEE INFORMATION			
EMPLOYEE NAME	POSITION TITLE		FTE
EVALUATOR NAME	DEPARTMENT		
WORKSITE	REVIEW PERIOD COVERS (MM-DD-YY) From: To:	DATE OF REVIEW	TYPE OF REVIEW ☐ Annual ☐ Mid-Year

Rating Instructions: State the ratings where applicable in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on all ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

RATINGS AND DEFINITIONS		
4	**Excellent**	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	**Strong**	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	**Satisfactory**	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	**Unsatisfactory**	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Section I: Evaluate Performance Against Key Performance Competencies/Standards/Requirements

Evaluator Instructions
Rate the employee's performance for the entire year in each competency. Provide specific examples of evidence that support the rating. Please refer to the SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library for more information about what to look for at each rating level and to assist in determining an appropriate rating for each competency.

1. Functional/Technical Knowledge	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

2. Accountability	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

3. Collaboration	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

4. Communication/Interpersonal Relationship Skills	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

5. Critical Thinking, Decision Quality and Problem Solving	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

6. Initiative/Action Oriented	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.	
Evaluator Evidence and/or Comments	
Employee Evidence and/or Comments	

7. Planning and Organizing Work; Time Management	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.	
Evaluator Evidence and/or Comments	

Employee Evidence and/or Comments

8. Quality of Work	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.	

Evaluator Evidence and/or Comments

Employee Evidence and/or Comments

9. Student Management (Paraprofessional Only)	Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.	

Evaluator Evidence and/or Comments

Employee Evidence and/or Comments

Section II: Overall Rating and Summary

Evaluator Instructions	Employee Instructions
Review your ratings for each of the competencies; whichever rating was predominantly used should be reflected in your overall rating. Include a summary of overall strengths, necessary areas for development or critical improvements that support the overall rating along with any additional performance-related comments not included in prior sections.	Provide any final comments with regard to your Evaluator's overall rating and assessment.

II. OVERALL RATING AND SUMMARY				
Evaluator Overall Rating and Comments		**Evaluator Overall Rating**		
		☐	**4**	**Excellent***
		☐	**3**	**Strong**
		☐	**2**	**Satisfactory**
		☐	**1**	**Unsatisfactory**
Employee Comments				

*Employees who receive an "Excellent" overall rating should have 7 of 8 competencies rated excellent for SAEOPs or 8 of 9 competencies for Paraprofessionals rated excellent OR should have a majority of competencies rated excellent (5 of 8 for SAEOPs or 5 of 9 for Paraprofessionals) and have engaged in goal-setting with their evaluator.

About Overall Ratings:

- A rating of Excellent in all or all but one of the competencies (7 out of 8 for SAEOPS and 8 out of 9 for Paraprofessionals) will result in an overall rating of "Excellent."
- An overall rating of "Excellent" can also result if a majority of competencies have been rated Excellent (5 out of 8 for SAEOPs or 5 out of 9 for Paraprofessionals) when the employee has engaged in goal–setting with his/her evaluator.
- A preponderance or majority at a certain level can result in an overall rating at that level. For example, a preponderance or majority can result in a rating of Strong when the ratings are not all rated "Strong."

- A Parapro rating of Excellent in two competencies, a rating of Strong in three competencies and four Satisfactory ratings will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in two competencies, Strong in two competencies and Satisfactory in four competencies will result in an overall rating of "Strong."
- A SAEOP rating of Excellent in four categories and Satisfactory in four categories will result in an overall rating of "Strong."

- In case of a tie, a SAEOP rating of Strong in four categories and Satisfactory in four categories will result in an overall rating of "Satisfactory."
- One unsatisfactory rating will result in an overall rating of "Unsatisfactory."

Section III: Goals for Review Period (Optional)

Employee Instructions	Evaluator Instructions
Identify 1-2 individual or professional developmental goals/objectives for the review period. Define the knowledge/skill you want to develop, rationale for why it is important to your current/future performance, action steps to be taken, additional key resources necessary to successfully achieve each objective (e.g., required resources, tools, training or other kinds of support), and a general timeline for completion.	Please work with the employee to assist with developing appropriate steps. Provide comments on how you will support the employee in these developmental opportunities.

III. GOALS FOR REVIEW PERIOD (OPTIONAL)	
Employee Comments	
Evaluator Comments	

Goal-setting is optional and does not affect the evaluation ratings on individual competencies, however, there are two pathways to the "Excellent" level of performance. If an employee is rated excellent in all but one of the competencies (7 of 8 for SAEOPs and 8 of 9 for Paraprofessionals) then the employee will receive an overall rating of "Excellent." As a second option, an employee may engage in goal-setting with the evaluator and obtain an overall rating of "Excellent" if the employee is rated excellent in a majority of competencies (5 of 8 for SAEOPs and 5 of 9 for Paraprofessionals). The employee must have engaged in goal-setting during the current review cycle. Please see the Employee Instructions for Section III (above) for more details regarding goal-setting.

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		**Date**	
Evaluator Signature		**Date**	

FOR HR USE ONLY	
☐ Form Received	**DATE**
☐ Data Entered	**DATE**

APPENDIX G-2

SAEOP and Paraprofessional Classified Professional Growth Plan for Focused Evaluation

October, 2013

EMPLOYEE INFORMATION			
EMPLOYEE NAME		**POSITION TITLE**	**FTE**
EVALUATOR NAME		**DEPARTMENT**	
WORKSITE	**REVIEW PERIOD COVERS (MM-DD-YY)** From: To:	**DATE OF REVIEW**	**TYPE OF REVIEW** ☐ Annual ☐ Mid-Year

Section I. KEY GOAL/OBJECTIVE FOR THIS REVIEW PERIOD (Optional)
Smart Goal Format: Strategic/Specific, Measurable, Attainable, Results Oriented and Time-bound

Goal/Objective:

Specific Knowledge/Skills to Develop:

Strategies/Actions/Steps to be Taken:

Performance Measures/Evidence to be Collected (i.e., class, conference, workshop, training, etc.):

Resources/Tools/Training/Support Needed to Achieve Goal:

Timeline for Completing Goal/Objective:

Section II. FOCUSED EVALUATION - CURRENT REVIEW PERIOD

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

(1) An evaluator may place any employee who has received an overall rating of "Strong or Excellent" on his/her previous year's annual comprehensive evaluation on a Focused Evaluation unless the employee requests a comprehensive evaluation. The evaluator must notify the employee of his/her decision to evaluate the employee on the Focused cycle prior to November 15 of the current school year.

(2) Those on the Focused Evaluation will not utilize the full evaluation tool. Instead, the employee will identify a specific competency on which to concentrate their professional growth for the current school year.

(3) The Professional Growth Plan Form will be the official document handed in to HR as the record of the evaluation for this year.

(4) An employee may stay on the Focused Evaluation for a period of three years. All employees must be returned to the formal evaluation ***at least every four years***.

(5) If an evaluator determines through observation that the employee is unsatisfactory in a component and needs to be returned to the regular evaluation process sooner than stated in this section, the evaluator will have to document the reason for the return and submit a copy to the employee. The employee will then be returned to the regular evaluation and be responsible for the criteria therein.

RATINGS AND DEFINITIONS		
4	**Excellent**	Consistently and frequently exceeds expectations. Performance is above that which would normally be expected considering the individual's education and/or experience level. Accomplishments are often significant and beyond the scope of the job.
3	**Strong**	Consistently meets expectations. Performance is as expected and sometimes beyond expectations considering the individual's education and/or experience level. Day-to-day performance is consistent and the individual can work independently with an appropriate amount of supervision.
2	**Satisfactory**	Consistently meets only the minimum requirements. Performance is usually satisfactory, but can be improved through professional development and experience. Individuals require more supervision considering their education and/or experience level.
1	**Unsatisfactory**	Consistently fails to meet expectations. Performance is below reasonable expectations for the position considering the individual's education and/or experience level. Immediate and substantial improvement is necessary.

Evaluator Instructions

Rate the employee's performance for the entire year in the competency identified by the employee. Provide specific examples of evidence that support the rating. Please refer to the SAEOP and Paraprofessional Classified Evaluation Competency Rubric in the Competency Library for more information about what to look for at each rating level and to assist in determining an appropriate rating for a competency.

Rating Instructions: State the rating in whole numbers (4, 3, 2 or 1) in accordance with the below definitions. Comments on ratings are encouraged. For **ratings of 4 or 1**, comments with specific examples are required.

COMPETENCY DEFINITIONS

1. Functional/Technical Knowledge: Possesses required educational, functional/technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment. Demonstrates active interest and ability to acquire and apply new skills.

2. Accountability: Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of professionalism in all aspects of the job. Sets priorities and delegates work.

3. Collaboration: Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.

4. Communication/Interpersonal Relationship Skills: Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.

5. Critical Thinking, Decision Quality and Problem Solving: Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others through skillful communication and actions.

6. Initiative/Action Oriented: Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal supervision. Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.

7. Planning and Organizing Work; Time Management: Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.

8. Quality of Work: Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.

9. Student Management (Paraprofessional Only): Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent rapport with coworkers, students and community.

PERFORMANCE FOR THIS EVALUATION PERIOD HAS BEEN EVALUATED AGAINST THE SPECIFIC COMPETENCY IDENTIFIED BY THE EMPLOYEE (below)

Competency Identified by the Employee:	**Overall Rating**: Excellent ☐ Strong ☐ Satisfactory ☐ Unsatisfactory ☐
Evaluator Comments:	
Employee Comments:	

Section IV: Employee Acknowledgment and Signatures

Note: Evaluations may be completed at any time, with all evaluation forms completed and forwarded to Human Resources by April 15. Signed originals are to be sent to Human Resources and copies should be placed in the building file and provided to employees.

IV. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURES			
Employee Acknowledgment	I have read this appraisal and have discussed the information with my Evaluator. My signature does not imply agreement, only that the appraisal discussion took place and I was advised of my performance.		
Employee Signature		**Date**	
Evaluator Signature		**Date**	

FOR HR USE ONLY	
☐ Form Received	**DATE**
☐ Data Entered	**DATE**

Competency Definitions and Performance Level Indicators

Definition	**Excellent** *frequency indicators in this category may include: constantly, consistently, almost always*	**Strong** *frequency indicators in this category may include: frequently, often, steadily*	**Satisfactory** *frequency indicators in this category may include: generally, normally, typically, usually*	**Unsatisfactory** *frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes*
#1 Functional/Technical Knowledge Possesses required educational, functional and technical knowledge as defined in individual job descriptions, and skills to do his/her job at a high level of accomplishment; demonstrates active interest and ability to acquire and apply new skills.	• Demonstrates extensive knowledge of the content of the job and frequently uses their knowledge, experience and judgment to perform their work at a very high level. • Keeps up-to-date on key technical or functional aspects of the job. • Models the integration of new tools, products and equipment. • Easily transitions to provide back-up or provide coverage for cross-trained areas. • May often be seen as the 'go-to' person or relied upon to provide support or guidance to others. • Thinks of ways to apply new knowledge or skills to improve organizational or job-related performance. • Sets goals for individual or professional development to enhance skills & knowledge.	• Fully proficient in the essential functions of the job. • Seeks to enhance educational, functional and technical knowledge beyond minimum requirements of the job. • Chooses appropriate tools, technology, and/or methods to effectively and efficiently accomplish tasks; experiments with new processes. • Cross-trained as appropriate to provide backup for other co-workers' job duties in case of absence. • Actively shares expertise and/or facilitates learning with others in the acquisition of new tools and technology.	• Accomplishes the essential functions of the job. • Has and uses the required educational, functional and technical knowledge, experience and skills necessary to do his/her job. • Uses the appropriate tools and technology and follows District policies and procedures to accomplish a task. • Shares expertise and skills with others when appropriate.	• Fails to accomplish the essential functions of the job. • Does not have the required educational, functional and technical skills necessary to do his/her job. • Does not use the tools or technology appropriate for a task.

Competency Definitions and Performance Level Indicators

Definition	**Excellent** *frequency indicators in this category may include: constantly, consistently, almost always*	**Strong** *frequency indicators in this category may include: frequently, often, steadily*	**Satisfactory** *frequency indicators in this category may include: generally, normally, typically, usually*	**Unsatisfactory** *frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes*
#2 Accountability Holds self answerable for measurable or observable quality and/or, timeliness and/or effective results; follows through on objectives; accepts responsibility for mistakes; complies with applicable and adopted SPS policies. Presents a high level of dependability in all aspects of the job. Sets priorities and delegates work.	• Consistently and independently exceeds expectations in delivering on job responsibilities. • Follows and works to improve SPS policies and procedures and ensures accountability with consistent communication. • Models responsibility and actions as if the risks are his or her own; actively sets the standard that others follow for accountability. • Constantly reliable - follows through even if outcome is uncertain and maintains communication with affected parties. • Aligns own activities and priorities to meet District goals and values.	• Completes assigned work independently. • Follows District policies and procedures and carries out work accordingly. • Accepts responsibility for assigned tasks and corrects errors/mistakes without prompting. • Reliable - Can be depended upon to follow-through on time and/or provide appropriate notice when commitments may need to be revised.	• Completes assigned work with limited supervision. • Has adequate knowledge of District policies and procedures and carries out work accordingly. • Accepts responsibility for errors/mistakes or assigned tasks. • Reliable - Follows through and meets commitments to others on time.	• Requires significant supervision to complete assigned work. • Fails to learn and/or does not follow District policies and procedures. • Fails to accept responsibility for errors or assigned tasks. • Is not reliable - Fails to follow through and meet commitments to others on time

Competency Definitions and Performance Level Indicators

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#3 Collaboration Develops cooperation and teamwork while participating in a group, working toward solutions which generally benefit all involved parties.	• Creates new opportunities for collaboration and proactively breaks down barriers that interfere with effective team work. • Continuously demonstrates and maintains cooperative team & working relationships. • Actively develops tools and strategies that others use to ensure effective collaboration. • Models efficient and effective collaborations; relates very well with others; easily builds constructive and effective relationships and works skillfully in difficult situations. • Proactively helps/supports co-workers; takes risks in sharing information, concerns and vulnerabilities (i.e. ability to identify and develop new systems when issues in a dysfunctional environment can be met).	• Creates a cooperative atmosphere in which timely and high-quality information flows in a direct and open manner between self and others. • Works to build, evaluate and foster team effectiveness and success. • Proactively develops and uses tools and strategies to cultivate commitment and unity among team members. • Actively builds constructive and effective relationships among others within the school, staff and/or community at large. • Helps and supports fellow employees in their work to contribute to overall school/department/District success.	• Works cooperatively with others. • Assists the team in achieving goals. • Suggests or uses tools to increase team member involvement. . • Builds relationships with others inside and outside the school, staff and/or community at large. • Seeks mutually beneficial solutions. • Works interdependently-Supports co-workers in their job duties, as appropriate.	• Fails to work cooperatively especially when the situation calls for it. • Demonstrates significant limitations in being a team player. • Has little or no knowledge of tools that would increase team member involvement. • Fails to build relationships with people in his/her school/department, or organization, or community at large. • Does not seek situations that result in win-win outcomes. • Fails to recognize interdependence of work.

Competency Definitions and Performance Level Indicators

Definition	**Excellent** *frequency indicators in this category may include: constantly, consistently, almost always*	**Strong** *frequency indicators in this category may include: frequently, often, steadily*	**Satisfactory** *frequency indicators in this category may include: generally, normally, typically, usually*	**Unsatisfactory** *frequency indicators in this category may include: infrequently, irregularly, seldom, sometimes*
#4 Communication/ Interpersonal Relationship Skills Actively and respectfully listens to others and adapts his/her message style and tone to accommodate a variety of audiences. Encourages open expression of ideas and opinions. Communicates and relates to students, staff and the public. Builds constructive and effective relationships. Values the importance of providing high-quality service.	• Considers and responds appropriately to the needs and approach of different situations. Is tactful, diplomatic and demonstrates consistency and fairness in the office and /or classroom. • Gifted at adapting messages to the needs of a diverse audience and/or complex situations (puts co-workers, students and the public at ease and neutralizes hostility.) • Delivers accurate, clear and concise messages. • Checks for understanding with open-ended questions. • Presents an open and accepting persona that allows even the most reluctant person to express his/her views. Shows exceptional service ethic by actively listening to and sharing with the school, staff and/or community at large. .	• Connects well and converses easily with others. Actively seeks feedback. • Uses skills and/or training to adapt message for a variety of audiences (students, staff and the public), using appropriate communication methods. • Is approachable, delivers accurate, clear and concise oral or written messages. • Successfully recognizes and diffuses tense situations. • Displays a strong service ethic by listening and encouraging sharing of other's interests and ideas.	• Listens to other's interests and ideas and seeks feedback. • Adapts communication style or format to get message across to different groups (students, staff and the public.) • Easy to approach and engage in conversation and expresses self appropriately. • Recognizes tense situations and attempts to diffuse them; remains calm. • Strives to fulfill a service ethic by showing interest or concern and follow through on commitments.	• Does not listen to others; doesn't consider other people's views and insights. • Neglects to effectively or appropriately communicate to different groups (student, staff and the public.) • Unapproachable and difficult to engage in conversation; lack of personal attention and focus. • Does not demonstrate the ability to diffuse a tense situation comfortably; reacts inappropriately. • Fails to fulfill a service ethic (demonstrates lack of urgency in responding to customer/service requests; fails to follow through on commitments).

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#5 Critical Thinking, Decision Quality and Problem Solving Uses analysis, experience and logical methods to make good decisions and solve difficult problems. Thinks about effects on others of one's words or actions.	• Teaches others how to anticipate possible problems, weighs consequences, and develop contingency plans to avoid or circumvent them. • Makes independent, timely and sound decisions even with limited information. • Applies appropriate criteria to situations for the purpose of making independent, timely decisions. • Identifies emergency situations and resolves them using training and/or experience. • Effectively considers alternative solutions and approaches before taking action. • Focuses on facts and solutions instead of opinions and problems. • Thinks clearly and strategically under pressure. Resolves situations in a way that others in the school, staff and/or community at large feel heard and supported.	• Can predict and weigh the consequences, implications and feasibility of alternative solutions for problems. • Makes independent and timely decisions as appropriate. • Applies appropriate criteria to situations for the purpose of making decisions. • Identifies emergency situations and offers potential solutions for resolving them. • Considers alternative actions, resources, and constraints and adjusts before selecting a method for accomplishing a task or project. Develops alternatives when initial efforts fail.	• Weighs the consequences, implications and feasibility of alternative solutions for problems before making a decision. • Makes independent decisions, as appropriate. • Makes timely decisions based upon fact finding without jumping to conclusions. • Identifies and intervenes in emergency situations using appropriate action. • Considers multiple actions, resources, and constraints before selecting a method for accomplishing a task or project.	• Inability to predict consequences, implications and feasibility of alternative solutions for problems. • Follows in the judgment of others instead of their own. • Has difficulty knowing what the right thing to do is and/or spends too much time reviewing information which results in delay. • Does not collect facts before making decisions or taking action, and/or jumps to conclusions with no or minimal evidence. Takes no or inappropriate action in a crisis situation. • Fails to take into consideration alternative actions, resources or constraints when selecting a method for accomplishing a task or project.

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#6 Initiative/Action Oriented Strives for new levels of performance. Is self-reliant and takes responsibility for work with minimal direction (or supervision.) Seeks new responsibilities. Performs work with energy and drive; values planning but will take quick, decisive action when an opportunity presents itself.	• Takes appropriate action to accomplish the highest degree of productivity. • Assumes full responsibility for starting and finishing work with minimal supervision. • Seeks new projects or leads/starts special projects. • Takes the lead and decisive action in tackling problems. • Takes the lead in starting and completing work . • Promotes learning and improvement in self and others. • Continuously looks for ways to expand job capabilities with innovative ideas. Motivates others to convert ideas into actions and results.	• Maintains high degree of productivity. • Starts and finishes work without being told and/or minimal supervision. • Seeks additional work above and beyond required tasks. • Anticipates and addresses problems and/or situations before they become problematic. • Completes work in a thoughtful and diligent manner. • Strives to implement innovative ideas; thinks well on his/her feet.	• Maintains appropriate degree of productivity. • Starts and finishes work on required tasks with minimal supervision. • Accepts and completes new tasks when asked or assigned. • Addresses problems and/or situations. • Completes work in a routine manner.	• Only completes minimal tasks of the job. • Requires supervision to complete job-related tasks and assignments. • Reluctant to accept and complete new tasks when asked. • Loses interest when problems arise. • Completes work in an indifferent or lackadaisical manner.

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#7 Planning and Organizing Work; Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities, considering both difficulty and duration of the task. Utilizes resources efficiently and effectively. Manages to get the right tasks done, in the right order.	• Allocates, coordinates and organizes projects and/or time to avoid conflicts, juggling both short- and long-range objectives. • Anticipates potential problems and integrates plans to address them. • Monitors progress; ensures that materials and information are prepared to maximize productivity. • Models for others the systematic use of methods to accomplish more in less time. • Develops an appropriate work plan to achieve results. Identifies and prioritizes critical activities and tasks to achieve results. • Provides high-level value in helping groups plan, organize and coordinate their work effectively. • Knows the status of one's own work at all times and can be flexible with changes in plans by prioritizing throughout the day.	• Allocates and coordinates time effectively and efficiently to avoid conflicts. • Anticipates potential problems and addresses them. • Ensures that materials and information are prepared to maximize productivity. • Self-regulates; organizes and coordinates work for high efficiency and effectiveness; tracks the status of workload; reprioritizes when necessary. • Uses the systems in place with a high degree of efficiency to create/maintain informational files, records, projects or information. • Demonstrates ability to focus on important priorities; can work through both planned and unplanned interruptions; handles several tasks at once.	• Coordinates and organizes projects and/or time to avoid conflicts. • Identifies potential problems and addresses them. • Prepares information and materials are prepared to maximize productivity. • Keeps track of workload despite interruptions but may find it difficult to re-focus. • Uses systems in place to create/maintain informational files, records, projects or information. • Completes normal activities of his/her role; completes one task before beginning another.	• Does not allocate, coordinate and/or organize projects and/or time to avoid conflicts. • Tends to ignore potential problems and doesn't address them. • Has difficulty ensuring that information and materials are prepared in order to maximize productivity. • Has trouble completing workload when interrupted and is unable to reprioritize without help. • Unable to use systems in place to create/maintain informational files, records, projects or information. • Unable to handle changes in plans and priorities; needs supervision to stay on task and has difficulty focusing on priorities

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#8 Quality of Work Maintains high standards despite pressing deadlines; does work right the first time; corrects own errors; regularly produces accurate, thorough, professional work. Monitors process, progress and results; designs feedback loops into work.	• Follows up regularly with co-workers, students and community to ensure project is progressing according to the plan and budget. • Develops success indicators and monitors and reports to ensure quality, accuracy and completeness of work. • Takes proactive approach to improve processes and quality. • Seeks to add value to every project and encourages others to follow in his/her footsteps. • Identifies importance of all jobs within the school and strives to support others while adding value in every work assignment. • Masters current technology tools and established methods to ensure information is complete and accurate or the best outcomes are achieved.	• Meets deadlines on a timely basis, ahead of schedule where and whenever possible. • Follows success indicators for accuracy, quality and completeness. • Verifies that correct processes are being followed. • Reviews outcomes and corrects all errors; uses formative analysis and provides recommendations for improvement as needed. • Skillful use of current technology tools and established methods to ensure information is complete and accurate. • Effectively implements differentiated instructional strategies while working with students, if applicable.	• Meets deadlines on a timely basis. • Monitors accuracy and quality of work. • Ensures that correct processes are being followed. • Reviews outcomes; corrects all errors. • Uses current technology tools and established methods to ensure information is complete and accurate. • Implements differentiated instructional strategies while working with students, if applicable.	• Has difficulty meeting deadlines. • Fails to monitor accuracy or quality of work. • Fails to monitor process; may produce atypical results. • Does not review outcomes. • Does not use current technology tools and established methods to ensure information is complete and accurate. • Fails to implement successful instructional strategies while working with students, if applicable.

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#9 Student Management (Paraprofessional only) Makes substantive contribution to the environment by understanding routines and procedures of the group, assists teacher in organization, shows patience and uses positive reinforcement. Able to perform the duties asked in and out of the classroom, has excellent connection (rapport) with coworkers, students and community.	• Models the highest standards of accepted professional responsibility. • Assists with and/or suggests strategies for maintaining order in classroom. • Effectively works as part of a team to assists with efficiently and effectively organizing classroom activities, materials and equipment. • Proactively works with teacher to establish open communication with students, staff and parents concerning academics, language and behavior. • Helps and supports coworkers and students. • Proactively listens and gives helpful feedback when necessary. • Facilitates planning time with teachers. • Helps with the monitoring and updating of students' progress. • Ensures that staff is informed of status of students.	• Demonstrates accepted standards of professional responsibility. • Helps maintain order in the classroom and effectively communicates with staff, students and parents. • Uses teamwork and assists with organizing classroom activities, materials and equipment. • Plans time with teachers to help monitor students' progress and keeps the staff informed. • Performs beyond the minimum job requirements and does whatever is necessary to complete a task.	• Meets average standards of professional responsibility. • Helps maintain order in the classroom when asked; communicates with the staff, students and parents when necessary. • Understands teamwork but does not always demonstrate this type of support. • Plans time with teachers and informs staff about the progress and status of students. • Performs beyond the minimum job requirements to complete a task.	• Demonstrates below average standards of professional responsibility. • Is unable to help maintain order in the classroom when asked and has difficulty communicating with others. • Works well with some coworkers but is not regarded as a team player. • Fails to communicate with teachers and staff about students' progress and status.

Performance Improvement Report for Classified Employees

This form is to be used in accordance with Article IV, Section B of the SAEOP and Paraprofessional Collective Bargaining Agreement, and is an attachment to the Unsatisfactory Performance Evaluation.

NAME _____ TITLE: _____ LOCATION _____

IDENTIFICATION OF AREAS FOR IMPROVEMENT:

IDENTIFICATION OF ACCEPTABLE PERFOMANCE LEVELS:

PLAN FOR IMPROVEMENT AND TIMELINE: *Plan is to be worked out by Principal/Supervisor and employee. At employee's request, an employee representative may be present to give input.*

PRINCIPAL/SUPERVISOR RESPONSIBILITY TO ASSIST THE EMPLOYEE'S SUCCESSFUL COMPLETION OF CORRECTIVE ACTION:

EMPLOYEE'S RESPONSE:

☐ I would like to have two days of on-the-job mentoring by a mentor selected jointly by SPS and SEA, if one is available, per Article IV.B.3.d.

_____ _____ Principal/Supervisor Signature Date	_____ _____ Employee's Signature Date **NOTE: Employee signature does not necessarily imply agreement with this report, but only that it has been seen and discussed.**

GUIDELINES FOR EVALUATION OF CLASSIFIED SUBSTITUTES

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

2. Any comments in the evaluation shall be identified by source, event and time.

   If appropriate, the evaluator shall keep documentation including any written statement by witness(es) and such documentation shall be available for review by the substitute.

3. A substitute receiving unsatisfactory evaluation shall be notified by Personnel within fifteen (15) working days upon receipt of the evaluation, and shall have the right to respond in writing and require that such remarks be attached permanently to the unsatisfactory evaluation.

4. Within fifteen (15) working days after receipt of an unsatisfactory evaluation, the substitute may request a conference with the evaluator. The conference shall be held within fifteen (15) working days upon receipt of the request.

5. Any substitute shall have the right to request removal of the unsatisfactory evaluation after a period of four (4) years from the date of the conference.

DEFINITION OF RATINGS

SATISFACTORY	Adequate and acceptable day-to-day performance is attained.
UNSATSFACTORY	Day-to-day performance shows significant limitations. Employee is working at an unacceptable level of performance.

NOTE: All of these definitions are prefaced by the term "generally", conditions and people vary from location to location and the quality of performance similarly varies widely. These definitions are phrased in terms of the typical, generally encountered situation.

PLEASE FORWARD THIS FORM TO EMPLOYMENT SERVICES PERSONNEL DEPARTMENT, AS SOON AS POSSIBLE BUT NO LATER THAN TEN WORKING DAYS AFTER THE END OF THE ASSIGNMENT.

CLASSIFIED SUBSTITUTE EVALUATION FORM

If an evaluation is conducted and if it is possible, and evaluation conference shall be held and a copy of the evaluation provided to each substitute prior to completion of the assignment. Since many substitutes are interested in permanent positions, it is important to both the substitute and the District that the information be accurate and complete.

NAME OF SUBSTITUTE: _____ SCHOOL: _____

SUBSTITUTED IN (Job Title): _____ DATE(S): _____

SUBSTITUTE IS RATED: ❒ SATISFACTORY ❒ UNSATISFACTORY

In each of the items listed below, all questions shall be answered YES or NO except in cases where not applicable, then check N/A for not applicable.

A. CRITERIA FOR EVALUATION:

	Yes	No	NA
1. ATTENDANCE AND PUNCTUALITY: Adherence to assigned work hours.			
2. COMPETENCY IN SKILLS: Demonstrated knowledge and/or skills required to perform job.			
3. QUALITY: Demonstrated accuracy, thoroughness and/or completion or required work.			
4. INTERPERSONAL SKILLS: Demonstrated ability to communicate and relate to students, staff and public. Cooperative, courteous and sensitive to others.			
5. ORGANIZATION AND PLANNING: Ability to arrange and prioritize work.			

B. CONDITIONS UNDER WHICH EVALUATED WORK TOOK PLACE

	Yes	No	NA		Yes	No	NA
1. Was there direct observation?				4. Was work schedule explained?			
2. Was substitute assigned in his/her field?				5. Were materials, supplies provided?			
3. Were duties clearly defined?				6. Were applicable school policies provided?			

COMMENTS: (Comments by the evaluator should indicate specific information on the substitute's caliber of performance. If "UNSATISFACTORY" is checked, an explanation must be provided.)

_____ _____ _____ _____

Signature/Title of Evaluator Date Signature of Substitute (if available) Date

(The substitute's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report. Substitutes may use reverse side for comments.)

SPS Practice related to implementation of Sections VIII.A.1 Sick /Emergency Leave and VIII.A.2 Personal Leave:

260 day employees are frontloaded 12 sick leave and 2 personal days annually; the 2 personal days are use or lose; unused personal leave does not accrue to the sick leave balance at the end of the fiscal year. A total 14 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

222 day employees are frontloaded 11 sick leave and 2 personal days annually; 1 personal leave day accrues to the sick leave balance if unused at the end of the fiscal year, the other is use or lose. A total 13 days are frontloaded annually, 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

Less than 222 day employees are frontloaded 10 sick leave and 2 personal days annually; the 2 personal leave days accrue to sick leave balance at end of fiscal year if unused. A total 12 days are frontloaded annually**,** 12 accrue to the sick leave balance if unused at the end of the fiscal year. The two (2) additional days of personal leave available in 2019-2020 come from the employee's sick leave accrual and will remain in the sick leave accrual if the personal leave is unused at the end of the fiscal year.

SAEOP CBA: Practice re sick-personnel leave

School Year Calendar 2018-19
Full Year (SAP Calendars U0, U2, U9)

Mon	Tue	Wed	Thu	Fri	Days Paid
July				**2018**	
					0
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				
August				**2018**	
		1	2	3	0
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	
September				**2018**	
#3	4	S5	6	7	20
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
October				**2018**	
1	2	3	4	5	23
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
November				**2018**	
			1	2	22
5	6	7	8	9	
#12	13	14	15	16	
19	20	21	#22	#23	
26	27	28	29	30	
December				**2018**	
3	4	5	6	7	21
10	11	12	13	14	
17	18	19	20	21	
#24	#25	@26	27	28	
#31					

Day Calendar Begins 9/1/18 & Ends 8/31/19

KEY:
= Holidays – Paid
@ = Additional Paid Holidays, Applies to:
- PASS
- 609 Alarm & Security Monitors
- Crafts & Trades

^ = Additional Holiday for 609 A Custodial Engineers

S = Students Begin 9/5/2018 & End 6/20/2019

Mon	Tue	Wed	Thu	Fri	Days Paid
January				**2019**	
					23
	#1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
#21	22	23	24	25	
28	29	30	31		
February				**2019**	
				1	20
4	5	6	7	8	
11	12	13	14	15	
#18	19	20	21	22	
25	26	27	28		
March				**2019**	
				1	21
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	
April				**2019**	
1	2	3	4	5	22
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				
May				**2019**	
		1	2	3	23
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
#27	28	29	30	31	
June				**2019**	
					20
3	4	5	6	7	
10	11	12	13	14	
17	18	19	S20	21	
24	25	26	27	28	
July				**2019**	
1	2	3	#4	^5	23
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
August				**2019**	
			1	2	22
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

School Year Calendar 2018-19
222 Day, Paraprofessional and SAEOP (SAP Calendar U7)

Mon	Tue	Wed	Thu	Fri	Days Paid
July				**2018**	
					0
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				
August				**2018**	
		1	2	3	14
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	>31	
September				**2018**	
>3	4	S5	6	7	19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
October				**2018**	
1	2	3	4	5	23
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
November				**2018**	
			1	2	22
5	6	7	8	9	
#12	13	14	15	16	
19	20	21	#22	#23	
26	27	28	29	30	
December				**2018**	
3	4	5	6	7	21
10	11	12	13	14	
17	18	19	20	21	
#24	#25	%26	%27	%28	
#31					

Mon	Tue	Wed	Thu	Fri	Days Paid
January				**2019**	
					21
	#1	%2	%3	[4]	
7	8	9	10	11	
14	15	16	17	18	
#21	22	23	24	25	
28	29	>30	31		
February				**2019**	
				1	16
4	5	6	7	8	
11	12	13	14	15	
#18	[19]	[20]	[21]	[22]	
25	26	27	28		
March				**2019**	
				1	21
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	
April				**2019**	
1	2	3	4	5	22
%8	% 9	%10	%11	%12	
15	16	17	18	19	
22	23	24	25	26	
29	30				
May				**2019**	
		1	2	3	23
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
#27	28	29	30	31	
June				**2019**	
					20
3	4	5	6	7	
10	11	12	13	14	
17	18	19	S20	21	
24	25	26	27	28	
July				**2019**	
1	2	3	4	5	0
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
August				**2019**	
			1	2	0
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

Day Calendar Begins 8/13/2018 & Ends 6/28/2019

KEY:
= Holidays – Paid (10 Days)
%= Vacation Days – Paid (10 Days)
[ ] = Vacation Days – Not Paid
> = Non Work Day – Not Paid
S = Students Begin 9/5/2018 & End 6/20/2019

School Year Calendar 2018-19
203 Day, Paraprofessional and SAEOP (SAP Calendar U4)

Mon	Tue	Wed	Thu	Fri	Days Paid
July				**2018**	
					0
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				
August				**2018**	
		1	2	3	1
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	>31	
September				**2018**	
>3	4	S5	6	7	19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
October				**2018**	
1	2	3	4	5	23
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
November				**2018**	
			1	2	22
5	6	7	8	9	
#12	13	14	15	16	
19	20	21	#22	#23	
26	27	28	29	30	
December				**2018**	
3	4	5	6	7	21
10	11	12	13	14	
17	18	19	20	21	
#24	#25	%26	%27	%28	
#31					

Mon	Tue	Wed	Thu	Fri	Days Paid
January				**2019**	
					21
	#1	%2	%3	[4]	
7	8	9	10	11	
14	15	16	17	18	
#21	22	23	24	25	
28	29	>30	31		
February				**2019**	
				1	16
4	5	6	7	8	
11	12	13	14	15	
#18	[19]	[20]	[21]	[22]	
25	26	27	28		
March				**2019**	
				1	21
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	
April				**2019**	
1	2	3	4	5	22
%8	%9	%10	%11	%12	
15	16	17	18	19	
22	23	24	25	26	
29	30				
May				**2019**	
		1	2	3	23
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
#27	28	29	30	31	
June				**2019**	
					14
3	4	5	6	7	
10	11	12	13	14	
17	18	19	S20	21	
24	25	26	27	28	
July				**2019**	
1	2	3	4	5	0
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			
August				**2019**	
			1	2	0
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

Day Calendar Begins 8/30/2018 & Ends 6/20/2019

KEY:
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[ ] = Vacation Days – Not Paid
> = Non Work Day – Not Paid
S = Students Begin 9/5/2018 & End 6/20/2019

SEA/SPS CONTRACT WAIVER REQUEST FORM

Building/Program: _____
Date of Request_____
(Deadline: Must be into SEA & SPS Labor Relations by the 1st of the month.)

Contract: ___ Certificated: ____ SAEOP: ___ Paraprofessional: ___Renewal: Yes: ___No: ___

We are requesting to waive the following Articles and/or sections of the Collective Bargaining Agreement between the Seattle Public Schools and Seattle Education Association:
_____
_____
_____

VOTING: All Certificated, Parapros, and SAEOPs must be involved in this voting process. You will need 2/3 majority of the SEA represented staff (members and non-members) to approve the waiver.

Total SEA Represented Employees in Building/Program: _____
Certificated: _____
SAEOP: _____
Paraprofessional: _____

SEA Represented Employees Voting In Favor of Waiver: _____

SEA Represented Employees Voting Against Waiver: _____

Total number of SEA Represented Employees Voting: _____

Describe the intent of the proposed contract waiver:
_____
_____
_____

What procedure did the staff use to vote on the waiver (secret ballot, show of hands, etc.?)
_____

What was the nature of the dissenting opinion(s), if any?
_____
_____
_____

SEA/SPS CONTRACT WAIVER REQUEST FORM

How many SEA Represented employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

_____
_____
_____

Waiver Contract Signature (Must be a SEA member) _____
School #: _____ Home # _____
E-mail: _____

SEA Building Representative:
Signature:_____ E-Mail: _____
School #: _____ Home # _____

Principal or Designee Signature: _____
Phone # :_____ E-Mail: _____
Recommendation: Yes _____ No _____

ACTION TAKEN

SEA: Date of Action: _____ Approved: _____ Not Approved:____
If not approved, the reason:
_____
_____

SPS: Date of Action: _____ Approved: _____ Not Approved:____
If not approved, the reason:
_____
_____

_____ _____
SEA President SPS Signature

APPENDIX N

Best Practices for Substitute Friendly Schools

What makes the office staff special for substitutes?

1. Substitutes are welcomed to a school and treated in a professional manner.
2. Office staff notify sub of day-specific activities (drills, assemblies, other events)
3. Office staff have duplicate class lists, keys, staff ID badge, and substitute folder ready when substitutes check in.
4. Important phone numbers are prominently displayed in the sub folder. (speed dial on room phone)
5. Directions are provided to classrooms, custodian, restroom, faculty/staff rooms.
6. Office staff notifies regular school staff of absences and names of the substitutes. Office staff is helpful; calls for support are dealt with promptly.
7. At the end of the day, office staff acknowledges subs and remind subs to return folder and keys.

How do teachers & paraprofessionals make substituting in their classrooms meaningful?

1. Staff have their current name and teaching assignment recorded on Subfinder.
2. Teachers and paraprofessionals leave clear, detailed, meaningful lesson plans, with room for modification and input.
3. Teachers leave up-to-date seating charts with the student's full name *and* PowerSchool student picture printout,
4. Orientation of the classroom is clear in seating chart*; i.e.,* front row at bottom of chart.
5. Classroom procedures are specified*:* daily schedule, supervisory duties, etc.
6. Subs are to be duty free before start of the instructional day, so they have time to read the lesson plans.
7. Needed equipment (phone, AV, mikes etc.) is working, charged up and ready to be used.
8. Discipline procedures used in the classroom and throughout the school are specified.
9. The teachers expect that substitutes will follow the lesson plan and do a great job.
10. Teachers set expectations for student behavior when subs are present and prepare their class for the sub whenever possible.
11. Substitute feedback is acknowledged and appreciated by the teacher.
12. Disrespectful and disruptive student behaviors reported by substitute are addressed by the Teacher*,* Parapro or SAEOP on his/her return.
13. Students with special needs, and their modifications, are identified. Helpful students are also identified.

How do other teachers and support staff make substitutes feel welcome?

1. Staff are welcoming**,** friendly and helpful***.***
2. All visitors (including staff) who enter the classroom identify themselves ***to the substitute****.*
3. A staff member checks in with the substitute periodically throughout the day and provides assistance for students who have significant behavioral issues or special needs.

In what ways are students engaged learners?

1. The students are friendly, respectful, flexible, helpful, and cooperative.
2. Students are in their seats at the start of class and follow the substitute's directions.
3. Students are engaged and take learning seriously.
4. Students apply themselves to the lesson plan work that the teacher prepared for the substitute.

How are substitutes supported by security?

1. Security staff are proactive. They introduce themselves to substitutes.
2. The security staff arrive amazingly fast should the need arise.

How are substitutes supported by administration?

1. Administrators acknowledge substitutes as professionals
2. Administrators make their presence known to the substitute. An administrator**/**designee checks in periodically. This helps to motivate students and validate the substitute's presence.
3. The principal expresses concern and care for the students and staff, including substitutes.

How is the school climate positive?

1. The entire school has uniform expectations about student behavior and academic achievement.
2. The staff and the students are friendly and respectful.
3. The building is clean and welcoming. The substitute's area is neat and orderly.
4. Students are required to have passes when out of the classroom.
5. Students, staff and substitutes are held accountable for their actions.