

ARTICLE IX: SALARY AND FINANCIAL PROVISIONS

SECTION H: Substitute Provisions

1. Assignment of 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 (45th) work day. The classified substitute will continue to receive health benefits through the end of the budget year if they continue working in the same assignment through the end of the work year.
 - c. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position with regular assignment pay, health and welfare benefits, and retirement. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.
 - d. SPS will not use classified substitutes on a continuing basis for more than one semester in lieu of regular classified personnel.
 - e. For the period beginning one (1) day after classified In-person Staffing through the last day of the first (1st) semester, the District will not use a classified substitute in lieu of regular classified professionals for more than forty (40) working days after a PCR is approved.
 - f. A continuous assignment can either be a single assignment, multiple assignments in the same school, in high needs schools or in hard to fill positions.
2. Request for a Specific Substitute:
 - a. A request for a specific substitute made by a regular full-time or part-time employee will be honored, if possible, provided that the substitute requested is qualified for the assignment and available
3. 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 online Substitute System.
4. 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.

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- b. A classified substitute is paid on an hourly basis. If a substitute is dispatched to a less than full-day assignment and arrives at the assignment late because of late notification, they will have the opportunity to work and receive pay for the regular duration of that assignment so long as that work can be accomplished within the regular workday. Each employee will be guaranteed a minimum of one-half day's pay if the employee reports 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.
- 5. General Information:
 - a. Senior Substitute: A senior substitute is a person eligible to substitute for SPS, who has served four (4) or more years as a SPS substitute teacher or regular employee. To maintain this designation a senior substitute must work 45 days in the prior year. (Note: to be eligible for medical insurance the senior substitute must work at least 630 hours in the prior year). Educators laid off and not re-employed by the start of the school year, will be considered a senior substitute upon application.
 - b. SPS will provide every substitute hired into SPS at the beginning of the school year or thereafter a standard SPS Orientation Packet which will include a copy of this Agreement, the 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 materials to be included in the packet prior to their inclusion. SEA will have the opportunity to respond to the documents and will also be able to suggest documents for inclusion.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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 by the substitute.
 - g. 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

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assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C.2.c.

6. 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:
- e. The reimbursement will be in recognition of added responsibility and work undertaken as a result of substitute unavailability.
- f. 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.
- g. The total amount of reimbursement available for each occurrence shall not be more than the appropriate daily sub rate less mandatory benefits.
- h. The reimbursement structure will be based on blocks of time such as periods, the entire day or percent of a day or class.
- i. 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.
- j. The impacted employee must keep a record of the time(s) they are impacted by SEA-represented substitute unavailability.
- k. The impacted employee must submit a Substitute Reimbursement Form to Payroll by the 10th of the following month for which reimbursement is being claimed.
- l. Substitutes who work in a long-term substitute position will have the right to be included when building surveys are administered.

7. Leaves and Medical Benefits for Substitutes:

- a. A substitute serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) days of sick leave for each twenty (20) consecutive work days in that assignment. This sick leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
- b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays

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shall be entitled to Bereavement Leave.

- c. Substitutes who work 630 hours will accrue sick leave at 1 hour for every 20 hours of work in the same school year.
 - d. Prior to working 630 hours, substitutes accrue paid sick leave at the rate of one (1) hour for every forty (40) hours worked. Substitutes who work 630 hours or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of one (1) hour for every twenty (20) hours worked retroactive to the first day worked of the school year.
 - e. All accrued, unused sick leave rolls over to the following school year for substitutes to utilize.
 - f. Medical benefits eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All employees who worked at least 630 hours during the past school year and are anticipated to work at least 630 hours in the current school year shall be deemed eligible for full benefit coverage under SEBB Resolution 2018-36. Employees who are hired after September 1 but are anticipated to work 630 hours or more shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding "mid-year hires."
8. Cancellation of Assignments:
- a. Should a cancellation by the school or the District of a classified substitute assignment within 12 hours of the assignment's start time be necessary, the classified SAEOP substitute may select another assignment or have the option of four (4) hours of pay should they choose not to accept another assignment.
 - b. A certificated or classified substitute who has accepted an assignment through the district's online system may cancel or drop that assignment through the online system up to 12 hours before the substitute assignment begins and select a new job through the system.
 - c. A certificated or classified substitute who has accepted an assignment through the district's online system and cancels or drops that assignment within 12 hours of the start time of the assignment, or who fails to show up for the substitute assignment as scheduled, may not select another substitute assignment for the first day of the substitute assignment which they either cancelled, dropped or failed to appear for. It is understood that unavoidable situations, like a personal emergency, illness or the like, may at the last minute prevent a substitute from fulfilling an assignment that was accepted. If the emergency is resolved, the substitute may contact the Substitute Office to be assigned a job for that day, if one is available.
9. Orientation and Training:
- SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:
- a. Paid orientation training for new substitutes
 - b. SPS will provide one (1) hour paid mandatory training for all newly hired substitute educators to be completed prior to entering the jobsite.
 - c. SPS will provide two (2) hours of mandatory training for all substitute educators who work five or more days annually. Training must be completed by October 31st or within 8 weeks of hire in the first year.

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- d. SPS will provide 7 hours of required paid de-escalation training to all substitute educators that must be completed within the first two years of employment.
 - e. Substitutes have access to district sponsored paid racial equity, LGBTQ and special education trainings.
 - f. Required trainings are not funded by the Substitute Professional Development Fund.
10. Substitute Joint Labor Management Committee
- a. SEA and SPS will convene the Substitute Joint Labor Management Committee (Sub JLM) on a monthly basis and will be a problem-solving forum for discussing substitute issues rather than hearing individual cases. It will focus on general contract administration and interpretation as well as program improvements, identifying efficiencies, and collaborating to address fill rates. The Sub JLM will consist of eight (8) members, four (4) selected by SEA and four (4) selected by SPS.
 - 1) The Sub JLM will annually review the “Best Practice for Substitutes” appendices in all three CBAs to jointly determine if any revisions should be made and ensure that the best practices are being communicated to all staff.
 - 2) The Sub JLM will review the Guidelines for Substitute Teachers and the Substitute Evaluation Form to jointly determine if any revisions should be made.

SECTION I: Transit Passes

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